Reunion East Community Development District

Agenda

February 13, 2025

AGENDA

Reunion East

Community Development District

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

February 6, 2025

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, February 13, 2025 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 January 9, 2025 Board of Supervisors Meeting
- 4. Continued Public Hearing for Amended Special Events Policy and Room Rental Fees
 - A. Open Public Hearing
 - B. Public Comment
 - C. Consideration of Resolution 2025-05 Adopting the Amended Special Events Policy
- 5. Consideration of Proposal for Painting Heritage Crossings Pool Facilities
- 6. Consideration of Proposals for The Terraces Pool Resurfacing
 - A. Aqua Blue Pools
 - B. Spies Pools
- 7. Consideration of Proposals for Heritage Crossing Ballroom Lighting Equipment
 - A. Barbizon
 - B. Solotech
- 8. Consideration of Easement Agreement with Tohopekaliga Water Authority
- 9. Consideration of Scheduling Joint Workshops in March & June
- 10. Discussion on Amazon Delivery Procedures at Certain Entrance Gates
- 11. Review of Fiscal Year 2026 Replacement and Maintenance Project List
- 12. Staff Reports
 - A. Attorney
 - i. Sunshine Law and Public Records Law
 - B. Engineer
 - i. Pavement Project Update
 - C. Field Manager Updates
 - D. District Manager's Report
 - i. Action Items
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Replacement and Maintenance Plan
 - E. Security Report
- 13. Other Business
- 14. Supervisor's Requests
- 15. Next Meeting Date: March 13, 2025
- 16. 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, **January 9, 2025** 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 Chairperson
John Dryburgh Assistant Secretary
June Wispelwey Assistant Secretary
Diane Davis Assistant Secretary

Also present were:

Tricia Adams

Kristen Trucco

Steve Boyd

District Counsel

District Engineer

James Curley

Alan Scheerer

Victor Vargas

District Engineer

Field Manager

Reunion Security

Garrett Huegel Yellowstone Landscape
Pete Whitman Yellowstone Landscape

Residents

The following is a summary of the discussions and actions taken at the January 9, 2025 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 1:11 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period. The following residents addressed the Board:

- Mr. Edward Lenard of 7697 Heritage Crossing Way, Unit 301, voiced concern about the dumpster at the Heritage Crossing Community Center (HCCC). It was supposed to be open in the morning, but there was a padlock on the outside gate at 10:00 a.m. and 12:00 p.m., which prevented Waste Management and anyone else from getting access. He suggested that the padlock be removed and the gates be opened, as trash accumulated and voiced concern about sidewalks that were raised 6 inches, as it caused a safety hazard, especially one tree on the CDD side, that caused the sidewalk to raise, according to an Engineer's Report.
- Mr. Steven Goldstein, a former Board Member, agreed with Mr. Lenard's comments regarding the dumpsters and asked if the Board was considering removing the dumpsters at The Stables. He suggested that the Board work with the HOA, to put the dumpsters in a location that could be controlled, such as the back parking lot of the hotel, where there was security. In his opinion, allowing residents to bring alcohol on CDD property, was a bad idea.
- Mr. Charles Martin, President of the Seven Eagles Condominium Association, thanked Ms. Adams, Mr. Scheerer, Mr. Vargas and the entire Board for their efforts over this past year and was looking forward to the current year. He thanked Mr. Scheerer and Mr. Vargas for responding to his phone calls but questioned who was responsible for the roadway project and whether there could be an email blast on the status of it. There were speed bumps that needed to be addressed and the advanced warning of approaching speed bumps. Residents were dumping their trash outside the Seven Eagles gate, which cost the association money to dispose of.
- Mr. Thomas Farber of 862 Assembly Court, noted that Assembly Court, known as, "The Redheaded Stepchild," had issues with the Envera gate, as emergency vehicles could not get access and requested residents receive an email regarding the progress with the gate situation.

There being no further comments, Ms. Adams closed the public comment period.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 12, 2024 Board of Supervisors Meeting

Ms. Adams presented the minutes of the December 12, 2024 meeting, which were included in the agenda package. A spelling correction provided by Ms. Wispelwey and typos that Mr. Greenstein provided would be incorporated.

On MOTION by Ms. Hobbs seconded by Ms. Davis with all in favor the Minutes of the December 12, 2024 Board of Supervisors Meeting were approved as amended.

FOURTH ORDER OF BUSINESS

District Engineer's Debriefing on Road Maintenance Project

Mt. Curley provided a debriefing on the pavement management, including the speed bumps. Mr. Boyd and Mr. Scheerer met with All County Paving on Tuesday, to understand the schedule and show them what needed to be addressed. Ms. Wispelwey asked if there was a State requirement for speed bump height, as there were many comments from the public. Mr. Curley indicated that a 12-foot speed bump, must be 3 inches high from the existing asphalt. Ms. Wispelwey questioned which speed bumps met that specification. Mr. Curley understood that the speed bumps on Excitement Drive, were not high enough and would be out there with the contractor on Friday. Ms. Wispelwey asked if 3 inches was good for sports cars, as residents with sports cars, could not get into Reunion. Mr. Curley recalled that they were installed at 4 inches and the plan was to compact them down to 3 inches. Mr. Dryburgh wanted to meet the State requirements. Mr. Greenstein recalled at the Reunion West CDD meeting, earlier today, there was discussion about speed bumps and the conclusion was that there needed to be uniformity and advanced warning signage, 100 feet prior to the speed bump. However, there must be an unobstructed view of the sign. The purpose of the speed bump was to slow down traffic and therefore, the reasonable speed for a car to go across a speed bump, was 5 to 10 miles-per-hour (mph). However, a high clearance off road type vehicle, could take the full 25 mph without the vehicle reacting negatively. There was also discussion about installing reflective road markings on the speed bumps. Mr. Dryburgh asked if it was possible to extend the reflective marking onto the street, as the approaching speed bump should be seen at night or during the day, since drivers would be looking on the street and not on a sign. Mr. Boyd stated that it was possible, but it was

not per the standard. Ms. Wispelwey questioned the color of the markings. Mr. Boyd pointed out that reflective white markers would stand out better than yellow markings. Ms. Wispelwey requested that the markings be placed on both sides of the road.

Mr. Greenstein preferred to have a traffic control device, that was uniform, so people had the ability to control and react to it. Regarding the comment during the public comment period, about why they did not have speed bumps on all of the roads, the Board responded to the need to repair the roads where needed; a third of which needed work now, a third would need work in the next five years and the remaining third, five years after that, if ever. The paving job was done well, but there was some tar on the brick crosswalks, which would be removed; however, there were some management of traffic issues, which they would learn from. Mr. Dryburgh questioned the quality of the striping. Mr. Boyd agreed that it was not acceptable and would be repainted. Payment would be withheld until the pavement markings were satisfactory. Ms. Davis recalled requesting that S-Curves on Excitement Drive be marked. Ms. Wispelwey understood that it was part of the project and requested that major roads be marked, if they were having someone correct the lines. Mr. Greenstein pointed out that there was no center line on Excitement Drive, as it was a residential roadway. Mr. Boyd confirmed that individual subdivision streets did not have striping. Ms. Adams pointed out that the District Engineer could review and deem whether an area should have center lines. There was Board consensus for the District Engineer to identify S-Curves that would benefit from center striping and bring back recommended locations to the Board. Ms. Davis reported that contractors were parking on the wrong side of the road, which narrowed the street, especially on Excitement Drive in front of The Grand. Ms. Trucco recalled that it was covered in the current Parking Rules. Mr. Dryburgh pointed out that Security did not enforce it, even though the CDD rules stated that no parking was allowed and there were No Parking signs and felt that this should be revisited by Mr. Vargas's staff. Mr. Curley reported that All County Paving was onsite today, removing stains. The speed bump would be raised on Friday and there would be repairs. Punchlist items would be completed on Monday. Ms. Adams recalled that the Reunion West CDD requested an additional notification from the CDD to all property owners, regarding workers on the property over the next 10 days, correcting the punch list items. Mr. Dryburgh asked if the HOA had the ability to send two emails per household, as spouses and partners should receive the same information. Mr. Greenstein was informed that the database had room for two email addresses and the issue was implementation, as each property owner would have to go onto the Artemis website

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and provide the information for their spouse. Ms. Trucco suggested sending an email informing people that they could add an additional person. Ms. Adams would bring this to Association staff's attention, to keep it separate from CDD communication, so there was no confusion.

FIFTH ORDER OF BUSINESS

Public Hearing for Rule Amendment

A. Open Public Hearing

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Public Hearing to Amend the Rules to Consider Rental Fees for Reunion East CDD Amenities was opened.

B. Public Comment

Ms. Adams recalled that for each public hearing, they are required to have a public comment period, which could occur now or after the Special Events Policy was presented. However, before the Board takes any action, there must be a public comment period. There was discussion with Mr. Greenstein regarding the Special Events Policy, which was included in the agenda package. These policies are being revisited by the Board as a result of Kingwood Orlando Reunion Resort (KORR) cancelling the Management Service Agreement (MSA) for the HCCC. As a result, some changes needed to be made related to the rental fees as well as food and beverage service at the HCCC. The Board needed to have discussion about the rental fees, because Reunion property owners pay operations and maintenance (O&M) assessments to maintain the facilities. The Board may want to consider a reduced rental fee for property owners within the District, as well as other qualified classifications of users, comparted to what would be charged to the general public. Furthermore, these were special circumstances where somebody applied to rent the facility and wanted alcohol to be served. There was discussion with the Chairman, that instead of closing the public hearing, the Board had the option to continue it to the February meeting and allow additional time to refine the policies. Mr. Greenstein preferred to hear public comment after the Board discussed the Special Events Policy.

Ms. Adams presented Resolution 2025-05 Adopting the Amended Special Events Policy, which was included in the agenda package. The draft of the Special Events Policy, which were originally adopted in 2021 and were subsequently amended in 2023, were attached to the resolution. They were created because Board Members understood that from time-to-time, property owners or members of the public, may want to rent Reunion East CDD amenities for their

own private use. There were formatting changes related to punctuation, grammar or definitions. Language was added under, "Requirements for Use of District Property and Application Process." In addition, there was discussion about 50 or fewer people utilizing the HCCC for a game night or other small activity, not paying a rental fee. Mr. Dryburgh questioned who would verify that the people renting the facility, were attending the event. Ms. Adams indicated that it would be based on the honor system. The applicant would ensure that the event was in accordance with the Special Events Policy, provide their insurance and agree to indemnify the CDD. Mr. Greenstein wanted all property owners in Reunion to utilize it for free, as long as it was a community event and any fees required for security, set up or cleanup, would be evaluated. If a third-party private group wanted to use the facility, they must pay a fee. Mr. Dryburgh voiced concern that the facility was open to anyone, especially non-residents, when attending an event. Ms. Trucco suggested having an attendant that was paid hourly through GMS or hire Reunion Security. Ms. Adams would provide different options for a security fee, either through law enforcement or Reunion Security.

Ms. Davis noticed inconsistencies in the policy and felt that 50 or fewer residents in attendance, paying no rental fee, was too low. Mr. Greenstein pointed out that the idea was for property owners to utilize the HCCC for free, as long as it was for a community event, but were not saying that it should be lower than 50 residents. Ms. Adams suggested that the Board keep in mind, that there direct expenses related to events having a certain number of people, such as a room setup and cleanup fee of \$300, which would be charged by the janitorial service. Ms. Trucco recommended tailoring the policy, so the public could have the option to pay a proportionate fee, such as \$100, for rental of the gym or pool, as the facilities benefitted the residents. Mr. Greenstein would take this under advisement. Ms. Adams presented a fee schedule, which was included in the policy and recommended only making certain facilities available to rent by members of the public, as in the past, there was discussion on whether the Board wanted to only have residents or nonresidents paying the non-user fee, to rent the pool areas. The proposed fee for HCCC, to rent half of the ballroom, was \$1,000 for a non-resident and \$500 for residents. For rental of the full ballroom, non-residents would pay \$1.500 and residents would pay \$750. In addition to collecting a rental fee, there would be a damage deposit and fees for security, setup and cleanup. Reunion Security offered to provide security on an hourly basis, with a minimum of four hours. The security, setup, and cleanup fees would be based on the event.

Ms. Wispelwey asked if the fees were competitive with other facilities. Ms. Adams provided a comparison of their fees to other facilities. Reunion Grand charged \$3,000 to rent Ballroom D and \$6,000 for Ballrooms D and E. The Marina Banquet Hall at the City of St. Cloud charged \$1,600 and the nearby Delta Hotel by Marriott charged \$500 to \$6,000, depending on if rooms were blocked and if there was food and beverage service. The Orlando Venetian ballroom had a fixed expense of \$1,695, but it did not have the ambiance that the HCCC had. The Anastasia Ballroom in Central Florida charged \$1,520, which had ample parking, a nice room to rent and tables and chairs, but did not have the ambiance of Reunion. Ms. Wispelwey proposed that the Board have a vision for the HCCC, but felt that their fees were too high, as any event with 50 or 100 people, must have a caterer and decorations. Ms. Adams agreed that special events were expensive, but the proposed fees for renting the half or full ballroom, were commensurate with other facilities in the area and even those that were not as nice as Reunion. Ms. Wispelwey preferred starting with a lower fee of \$100 to \$200 and then increasing it and charging a deposit. Mr. Dryburgh clarified that if there was a community event, applicants must pay for security. Ms. Trucco advised that there was no legal requirement to have security, but believed it was in the best interest of the CDD to have it and the Board could decide whether to incur the cost or not. Once there was direction from the Board, it should be reviewed by their insurance carrier to confirm whether the carrier has any recommendations. Mr. Greenstein asked if there were any public comments. The following residents addressed the Board:

- Ms. Michele Van Tuyl of 7401 Gathering Court, did not want to pay \$500 for an event that some non-residents attended as well as people using the pool facilities, leaving trash and asked whether a short-term renter would have to pay the non-resident user fee. Ms. Adams confirmed that guests were not considered property owners or non-resident users. Ms. Van Tuyl hoped that there was sign-up sheet and that it would be posted at all times, so residents would know when the facility was available and suggested that staff contact The Villages, to see how they handle their events. Mr. Greenstein recalled that under the MSA, renters received an access pass to all CDD facilities, but since the MSA was no longer in affect, this was something that the Board needed to consider.
- Mr. Graham Staley, of 1113 Grand Traverse Parkway and Chairman of the Reunion West CDD, agreed with Ms. Wispelwey's suggestion of having a vision, as it was

never discussed and suggested scheduling a workshop to discuss it, as the CDD did not have the competency to run this facility and should sell it. Ms. Davis recalled suggesting at the last meeting that the Board needed to look at the mission of the HCCC. Mr. Dryburgh proposed having a joint meeting with the Reunion West CDD to discuss all of the facilities that the CDDs were paying for and if there was agreement to continue to maintain it. Mr. Greenstein agreed with everything being said, but the CDD inherited the HCCC. It was built by the developer with public tax-exempt funds. However, the community was lacking in social activities, due to changes in direction by the resort and the HCCC was a practical place for the Board to meet and to bring in revenue and reduce expenses. Ms. Adams recalled that the CDD was focused on the infrastructure and not creating activities, lifestyles and special events. Planning special events would be a change in direction compared to the past. Irrespective of the vision, rental fees needed to be set, due to the change in the MSA, as there were persistent inquiries for renting the facility.

- Mr. Steven Goldstein, a Resident and former Board Member, 100% agreed with Mr. Staley, as the Board had no idea how to run a facility like this and not spend an hour trying to set rates, when they did not even know how to utilize the facility. It would not be free for a resident to rent the facility, as it would cost \$800 for the setup and tear down fees. Mr. Greenstein indicated that there would be administrative fees, but it would not amount to \$800 and all that the Board was trying to do, was to establish a policy to allow the CDD to administer a program. It was a lovely space that had utilities, unlike The Stables, which was uninhabitable and not air conditioned. No decision was being made today, but if it was used by residents, there should not be any additional fees.
- Mr. Charles Martin of Seven Eagles asked if the MSA was terminated and if residents had the right to rent the Seven Eagles Pool Pavilion. Ms. Adams confirmed that the MSA was terminated and members of the public were entitled to rent the Seven Eagles Pool Pavilion, if it was for a private event through the application process. Mr. Martin noted that the Seven Eagles Pool Pavilion was used more frequently than Linear Park and generating revenue, but every time it was rented, residents could not use the pool. By reviewing the revenue being generated, they

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would have a good idea of what to do with these facilities. Ms. Adams pointed out that the CDD was a government. All of the CDD amenities had an expense to operate which were paid for by generating revenue from assessments. Rental income did not fully offset the expense of the amenity. The amenities were operated for the benefit of patrons of the CDD.

Mr. Edward Lenard of 7697 Heritage Crossing Way, Unit 301, felt that it was a good idea to create revenue, but a dumpster would be necessary.

There were no other public comments and Ms. Adams reported that she met with District Counsel earlier this week, to review the Alcohol Amenity Policies at other Districts that had amenity facilities. The Board needed to consider whether alcoholic beverages could be sold or dispensed by an authorized contractor at Seven Eagles, if someone who rented the HCCC, could hire a caterer with a liquor license to provide liquor at an event or if resident could bring own bottle (BYOB). Ms. Trucco pointed out that the majority of the CDDs that she worked with, did not have a BYOB policy and did not recommend one but to incorporate the insurance carrier's recommendations if the Board decided to move forward with a BYOB policy. Ms. Adams confirmed that staff did not recommend having a BYOB policy. Mr. Dryburgh did not know of any reason to have a BYOB policy. There was Board consensus not to have one.

On MOTION by Mr. Dryburgh seconded by Mr. Greenstein with all in favor continuing the Public Hearing to Amend the Rules to Consider Rental Fees for Reunion East CDD Amenities to the February 13, 2025 meeting was approved.

- C. Consideration of Resolution 2025-05 Adopting the Amended Special Events Policy
- D. Close Public Hearing

These items were discussed.

SIXTH ORDER OF BUSINESS

Consideration of Revised Amenity Use Policy

Ms. Adams reported that as a result of the cancellation of the MSA, there were administrative changes to the Amenity Use Policy, that governed the use of CDD amenities for Reunion East and Reunion West, which was included in the agenda package. The only changes

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were the removal of Reunion Resort as the Amenity Manager and the fee information for renting the HCCC, since all of the fees would be included into one document. Mr. Greenstein recommended approval, as it was updated based on the termination of the MSA and approved by the Reunion West CDD as presented.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor the Revised Amenity Use Policy was approved.

SEVENTH ORDER OF BUSINESS

Review of Reunion Resort and Club of Orlando Master Association, Inc. Termination of Dumpster License Agreement - ADDED

Ms. Adams requested that the Board consider termination of the Reunion Resort and Club of Orlando Master Association, Inc. Dumpster License Agreement. During the public comment period, it was erroneously brought up that the CDD maintained, controlled or rented dumpsters, but that is not the case, as the CDD did not have any dumpsters anywhere in Reunion. Any dumpsters that were in the community, were affiliated with the Master Association or other Association. There was a long-standing License Agreement with the Master Association for two dumpsters at The Stables; however, a notice was received from the Association terminating the License Agreement and as of February 1st, the dumpsters would be removed from the Stables. As a result of this communication, Ms. Adams contacted Mr. John Kingsley to find out if they would be sending out a notice to Reunion residents and the short-term rental managers, to notify them that this would no longer be a dumping location and informed her that they would be sending out a notice on Monday. Since garbage was being generated at the CDD amenities, she was brainstorming with Mr. Scheerer on different options, such as opportunities with their current custodial service, but they did not offer that service and scheduled a meeting with a waste management company, to discuss having a discrete and secure dumpster at an undetermined location. They were also exploring opportunities with other Reunion stakeholders, to determine if they would allow for trash disposal. Unless there was an objection, she would work with the Chairman, to determine if anything needed to happen before the next meeting. Mr. Dryburgh questioned who controlled the dumpster mentioned by the resident, at the start of the meeting. Ms. Adams indicated that Reunion Resort rented the dumpster, but they were now pulling it out.

Ms. Wispelwey recalled that the Board wanted to ask Heritage Crossing if they wanted that dumpster. Ms. Adams spoke to the Association and was informed that that they did not want to maintain the dumpster. Mr. Dryburgh pointed out that the CDD was not controlling this dumpster and did not lock it. Ms. Adams clarified that Reunion Resort controlled the dumpster abutting the HCCC and the Master Association controlled the one at The Stables. She was also discussing with Mr. Scheerer, ways to secure the dumpster at The Stables property, to deter illegal dumping and keep the area from becoming unsightly. Ms. Hobbs asked if they could install a gate to prevent access. Ms. Adams indicated that it was a restricted area. Mr. Scheerer confirmed that there was a gate that was locked, which he or his staff would only have access to. Ms. Hobbs hoped that was enough. Mr. Dryburgh voiced concern that once the dumpster was pulled out and the structure was knocked down, people would throw their trash on the ground. Ms. Wispelwey recalled that they did not have to remove the entire structure. Mr. Scheerer pointed out that the gates could be removed, but there were electrical components for the HCCC, to the left of the structure. However, they could leave the right-side wall, so homeowners abutting it, did not have to look into it. Ms. Wispelwey believed that they may need a dumpster, eventually. Mr. Greenstein indicated if they needed a dumpster, they would consider one and the Board would do whatever they could, to try to come up with a proper solution, just like entering into the License Agreement with the Association, to put dumpsters on The Stables property. The Master Association did not want to deal with the cleanup, but once the community was advised that the dumpster was no longer there, hopefully the Master Association would find an alternate location for a Resort wide dumpster area. Ms. Adams indicated that no Board action was required and would keep the Board updated.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco reported that she received a response from Bond Counsel about The Stables. Their tax team was proceeding with the analysis, but their price increased from \$13,000 to \$26,000, for 10 to 20 hours of research. Ms. Davis questioned why it increased. Ms. Trucco explained that most attorney's fees increase annually. Mr. Greenstein wanted to show that were serious about disposing of The Stables.

Ms. Hobbs MOVED to approve Bond Counsel performing a tax analysis for The Stables parcel in the amount of \$26,000 and Mr. Greenstein seconded the motion

Ms. Wispelwey questioned whether they needed to obtain another quote. Ms. Trucco did not recommend it, as Bond Counsel was the most familiar with the assessments and the bonds for this CDD and handled the issuances so they had familiarity already. Mr. Greenstein felt that they had no choice. Ms. Trucco recalled that Greenberg Traurig performed a tax analysis for free on the roadways, but a different Bond Counsel or Tax Attorney may need to get inundated on the specifics of the CDD at an expense, versus the current Bond Counsel, who was part of the bond issuance and already were familiar.

On VOICE VOTE with all in favor Bond Counsel performing a tax analysis for The Stables parcel in the amount of \$26,000 was approved.

Ms. Trucco would obtain a time estimate and bring it back to the Board. The hope was for the CDD to recover the cost for the tax analysis from the sale of The Stables. The Acknowledgement Regarding Traffic Control Jurisdiction, was sent to counsel at the Osceola County Sheriff's Office and was told that the assistant attorney would contact her. She would inform the Board of any advancements, but there have been none thus far. Regarding the Rowstar, LLC/Vertical Bridge easement request for the cell tower, Ms. Trucco was working on the Option and Access Easement Agreement. There were multiple calls and lots of negotiations for this item. It was not yet resolved, as there needed to be permission from the Tohopekaliga Water Authority (TWA), but they were still under the \$10,000 approval by the Board. She would keep the Board updated, as this was still in process. It was brought to Rowstar's attention that the adjacent roadway tract must be accessed, in order to access the cell tower and she was working with counsel for developer and Master Association on that conveyance. A parcel declaration was recorded, but counsel for the Master Association wanted a Tri Party Agreement. It would be brought back to the Board once finalized, but Ms. Trucco requested direction from the Board for permission for her to proceed. There was Board consensus to proceed and Ms. Trucco would bring the agreement back to the Board.

B. Engineer

Mr. Boyd reported that Kingwood recently updated the rezoning for the Resort, but could not proceed with the Development Plan, until it was approved by the CDD. A number of entitlements were unchanged, but there were many more entitlements on the table. They were developing a World Showcase Promenade in front of The Grand and on the driving range. However, before they could proceed, they must have CDD approval on modification to a portion of the conservation easement, but was informed last year, by the South Florida Water Management District (SFWMD), that the permit could not proceed until the county agreed with it. There are also other stormwater ponds that would be affected. In the meantime, Mr. Boyd was providing the same notice that was provided to the SFWMD, to Ms. Trucco and Ms. Adams, as well as the County. He was monitoring the situation and would report on this further at the next meeting. Ms. Wispelwey asked if Kingwood could change their plans for the golf course. Mr. Boyd indicated that Kingwood could modify the golf course on properties that they owned, without involving the CDD, but the largest issue, was the plan that was on the table, required a portion of the conservation easement that the CDD owned.

C. Field Manager Updates

Mr. Scheerer reported that the pressure washing was ongoing, but the areas that they already pressure washed, looked good. They were asked to pressure wash the HCCC and The Stables. Mulch and annuals were installed, but some items on the Action Items List, were not completed, such as the equipment for the Seven Eagles Fitness Center, as one treadmill from Life Fitness had not been delivered. They were withholding payment until it was delivered and installed. A flush valve was replaced in a Carriage Pointe restroom. A speed sign was installed on Euston Drive, at the request of a Board Member and Mr. Goldstein and he shared the report with them. From November 11, 2024 to January 5, 2025, there were 2,159 vehicles and the average speed was 18 mph. The new fountains still looked good at Seven Eagles and was looking better every day. At the Carriage Pointe gates, there was a problem with the SOS for the Envera System. It was corrected the next day and was continually monitored; however, there was a Knox Lock Key, which was exclusive to fire rescue and law enforcement. Based on some of the pavement management work at the resident only gate off of Excitement Drive and S. Old Lake Wilson Road, the gates locked, due to failures in the battery backup and a couple of operators and had to be opened manually. An inventory was taken of all of the battery backups to gates that were not

manned and the battery backups at the Carriage Pointe gate and resident only gate at Excitement Drive and S. Old Lake Wilson Road, were tested and were in good shape.

• Action Items List (Item 8Di)

Mr. Scheerer presented the Action Items List, which was included in the agenda package and reported on the following:

- 1. <u>Access to Reunion Village/Davenport Creek Bridge</u>: On hold due to the holidays, but crews should be back out next week
- 2. <u>Pavement Management & Traffic Calming</u>: Discussed.
- 3. <u>RFID & Transponder at Reunion Village Gate</u>: The Internet needed to be transferred to the CDD.
- 4. <u>Seven Eagles Fitness Center Mats & Equipment</u>: Discussed.

Mr. Greenstein recalled during the public comment period, there was a question about whether the Heritage Crossing sidewalks were CDD sidewalks. Mr. Scheerer indicated that according to Ms. Sarah McGowen and Ms. Pappas, on the Heritage Crossing Board, the sidewalk was owned by the Condo Association and not the CDD. He provided them with the name of the CDD sidewalk contractor, Mr. Chet Barry, explaining that they typically pulled the sidewalk, cut the roots, installed the root barrier and repoured the sidewalk. Ms. Hobbs questioned the status of the signs at the entrances for the private gate entry. Mr. Scheerer stated that he was speaking to the vendor. There was a request for some landscaping by the sign and the Board was thanked for their hard work with the paving and dealing with their concerns and with issues from contractors, as there was a significant decrease in complaints. Ms. Davis thanked Mr. Scheerer for the Fitness Room equipment and noted that Mr. Victor Vargas did an excellent job in the last couple of weeks. A child was on the veranda at The Grand, dropping grass everywhere and Mr. Vargas was immediately out there, assessing the situation.

D. District Manager's Report

i. Action Items List

This item was discussed.

ii. Approval of Check Register

Ms. Adams presented the Check Register from December 1, 2024 through December 31, 2024 in the amount of \$3,340,601.96 for the General and Repair and Maintenance Funds, which was included in the agenda package, along with a detailed check run. There were some large transmittals to US Bank of over \$1 million for CDD debt assessments that were received and transmitted to the trustee for interest and principal payments.

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

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through November 30, 2024, which were included in the agenda package for informational purposes.

iv. Replacement and Maintenance Plan

Ms. Adams presented the R&M Plan, which was included in the agenda package for informational purposes.

E. Security Report

Ms. Adams provided under separate cover, the December Security Report from Reunion Security and the Reunion West POA. No Board action was required and was for informational purposes.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Next Meeting Date: February 13, 2025

The next meeting was scheduled for February 13, 2025.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Dryburgh seconded by Ms. Hobbs with all in	n
favor the meeting was adjourned.	

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION 4

SECTION C

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AMENDED SPECIAL EVENT POLICY; 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 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 and necessary for the conduct of District business to adopt by this Resolution the amended and restated "Reunion East Community Development District Amended Special Event Policy," originally adopted on October 14, 2021 and revised on March 9, 2023, regarding the special event policy for the District, attached hereto as Exhibit "A" (the "Rule") for immediate use and application, and to replace any and all prior versions of such Rule previously adopted by the District; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rule is hereby adopted. The Rule shall stay in full force and effect until such time as the Board may amend the Rule, in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any and all prior versions of such Rule previously adopted by the District.

SECTION 2. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of February, 2025.

[Signatures provided on following page.]

SIGNATURE PAGE TO RESOLUTION 2025-05 REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

Print:

Secretary / Assistant Secretary

PASSED AND ADOPTED this 13th day of February, 2025.

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Print:

Chairman / Vice Chairman

EXHIBIT "A"

AMENDED SPECIAL EVENT POLICY

[See following page.]

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

SPECIAL EVENT POLICY

Adopted October 14, 2021 Amended and Restated March 9, 2023 DRAFT Amended and Restated February 13, 2025

INTRODUCTION:

The Board of Supervisors (the "Board") of the Reunion East Community Development District (the "CDD" or "District") has implemented a uniform policy and schedule for Special Events requested to be held on District Property (as defined in Exhibit A).

- "Special Event" shall mean any preplanned meeting, activity, or gathering of a group of twenty 20 or more persons, but not greater than the venue capacity, having a common purpose on District Property which special event inhibits the usual flow of pedestrian travel or which occupies any District Property or public place so as to preempt use of space by CDD residents, CDD landowners, non-resident user fee payers and their guests or which deviates from the established use of space or building.
- "District Property" is defined for purposes of this policy as the District-owned or maintained real and personal property listed on Exhibit A.
- "Resident" Person or persons owning property within the District or a renter that has been delegated the privileges of the property owner.
- "Non-Resident Member" Person or persons who do not own a home or lot within the District but have paid the applicable "non-resident user fee" as established by the District.
- "Non-Resident" Person or persons who do not own a home or lot within the District and have not paid the applicable "non-resident user fee" as established by the District.

Please note that the District does not own all of the real and personal property contained within the District's boundaries (e.g., private commercial and retail property) and the permits provided for herein are for the use of the District Property only.

GENERAL INFORMATION:

The District is a special purpose government. Special Events are important to our community; they bring interest and excitement to the District and enhance our quality of life. The District is happy to assist organizations and groups in providing quality Special Events, while balancing the interests of the landowners and residents of the CDD and promoting public health, safety and welfare. The District has implemented this Special Event Policy (this "Policy") and has duly adopted a Rule establishing a rate/deposit schedule for Special Events.

PURPOSE OF A SPECIAL EVENT POLICY:

The District understands the attractive nature of use of the District Property for Special Events and programs and has established this Policy for the consideration and permitting of Special Events. Such consideration is handled through the production and submittal of an "Event Use Application" (form attached hereto as Exhibit "B", the terms of which are incorporated herein by this reference) in order to ensure that activities and events proposed are in conformance with this Policy, applicable legal requirements, and are not detrimental to public health, safety or welfare. This Policy applies to Special Events with attendance of twenty (20) or more persons, but not greater than the Event Capacity. Proposed Special Events with attendance less than twenty (20) person is not required to have a Special Event Permit and Special Events with attendance greater than the Event Capacity are not allowed. The form of the Event Use Application may be modified by the District from time to time. Event Use Applications may be filed with the District by District residents, District landowners, non-resident user fee payers and members of the public. The District resident, District landowner, or non-resident user fee payer filing an Event Use Application are hereinafter collectively referred to as the "Applicant."

AUTHORITY:

The District has adopted this Policy to issue permits (each, an "**Event Use Permit**") pursuant to the guidelines described herein for the use of specified areas of the District Property (the "**Site**") and to provide the District Manager with authority to approve Event Use Applications or deny Applications that do not meet the requirements of this Policy. This Policy may be amended, rescinded or otherwise revised, in whole or part, by the District from time to time after applicable notice and hearing, provided that ministerial changes (e.g., those to correct typographical errors) may be made at any time.

REQUIREMENTS FOR USE OF DISTRICT PROPERTY AND APPLICATION PROCESS:

For each proposed Special Event, an Event Use Application must be completed and submitted to the District Manager at the District office, which is currently located at:

Reunion East Community Development District 219 East Livingston St.
Orlando, Florida 32801

Telephone: 407-841-5524 extension 138

Email: tadams@gmscfl.com

Event Use Applications must be filed not more than one hundred eighty (180) days before and not less than twenty eight (28) days before the date and time at which the proposed Special Event is intended to occur; provided, however, that for good cause shown, the District may waive the maximum and minimum filing periods and may accept an Event Use Application filed within a longer or shorter period.

Fees for Residents and Non Resident Members. Because of the operation and maintenance assessments already paid by Residents of the District, there will be no rental fee for any Resident wishing to reserve Heritage Crossings Community Center or Seven Eagles Pool Amenity provided all people in attendance are Residents of Reunion East Community Development District and/or Reunion West Community Development District (the residency requirement excludes staff and presenters). Residents wishing to reserve Heritage Crossings Community Center or Seven Eagles Pool Amenity other facility for a private function and the meeting is not exempt from fees, as described above, are required to pay a reduced fee when compared to applicable to Non-Resident rate. However, for a Resident to be entitled to a reduced fee, as described herein, the Resident or a member of their immediate family (to include Resident's children and grandchildren, brothers and sisters, brothers in law and sisters in law, daughters in law and sons in law) must be the direct beneficiary of the reservation, and the Resident must be in attendance for the entirety of, and shall remain primarily responsible for, the event related to the reservation. No fees are to be charged to a resident using the facility for purposes of a Memorial Service for a Reunion resident. All renters including Residents may be subject to set up, clean up fees, damage deposits and/or security fees.

Fees for Clubs and Other Organizations. Organizations that are fully registered 501(c)(3) charities recognized by the United States Internal Revenue Service shall pay a \$300 rental fee for any facility reserved, plus any direct expenses such as set up, clean up and security fees occurring as a result of the event. Government entities requesting a facility reservation for public safety purposes or to be used as a polling location shall not be charged a rental fee. A set up or cleanup fee, in an amount determined by the District, may be charged, as necessary; this cleanup fee is in addition to any security deposits and/or other fees charged hereunder.

Security Deposits and Fees. A refundable facility damage security deposit of up to \$1,000 shall be charged to all Non-Residents renting any of the facilities described herein and will be collected by the District in advance in accordance with the District's adopted Special Events Policies, as they may be amended from time to time. The District and the Non- Resident renter shall coordinate and participate in pre - and post-event inspections of the facility. The release of the facility damage security deposit shall not occur until the District representative has

verified that the facility is in the same or better condition than indicated on the pre-inspection checklist. In addition to the facility damage security deposit, a security attendant fee may, in the sole discretion of the District, be collected from the renter based on the number of guests and the length of the event.

Each Event Use Applications shall be accompanied by cash or check(s) for an "**Event Deposit**," which Event Deposit shall be paid in the applicable amount set forth below and handled pursuant to this Policy:

Rental Rate/Deposit Schedule:

Site	Capacity	Non Resident Rental Rate/Fee	Resident and Non Resident Member Rental Rate/Fee	Resident Only Activity	Non Resident Deposit
Linear Park	100	\$750.00	\$375.00	\$0	\$500 Plus Damages
Seven Eagles Pool Area	100	\$1,500.00	\$750.00	\$0	\$500 Plus Damages
Heritage Crossings Community Center Half Ballroom	300	\$1,000.00	\$500.00	\$0	\$500 Plus Damages
Heritage Crossings Community Center Full Ballroom	614	\$1,500.00	\$750.00	\$0	\$1,000 Plus Damages
Security Fee		\$50.00 hourly or \$75.00 hourly for law enforcement	\$50.00 hourly or \$75.00 hourly for law enforcement	\$0	
Set Up Fee		\$300.00	\$300.00	Up to \$300.00 (if required)	
Clean Up Fee		\$300.00	\$300.00	Up to \$300.00 (if required)	

Upon request, the District will provide an invoice or other notice of the required Event Deposit to the Applicants.

If the District determines, in its sole discretion, that the Event Use Application requires additional engineering, legal or other professional staff review, the Applicant shall reimburse the District for the actual costs the District incurs for such professional services. For any Special Event that is not approved, the Event Deposit shall be refunded to the Applicant. The Event Deposit shall secure the obligations of the Applicant under this Policy. The Event Deposit will be retained by the District Manager until such time as all the District's costs pursuant to this Policy for which the Applicant is obligated to reimburse or pay have been satisfied. If the Applicant does not pay such cost within fourteen (14) days after the District has billed the Applicant for the cost thereof, which bill shall include an itemized statement as to the costs incurred by the District, the District shall apply the Event Deposit to said costs and remit any remainder to the Applicant. If the Event Deposit is insufficient to pay such cost, the District may seek any remedy against the Applicant available at law or equity, including referring the matter to the District Attorney or third party collection agency, and the Applicant shall reimburse and be responsible for such additional attorneys' or collections agents' cost and fees. Failure to pay such fees and cost may prohibit the Applicant or its affiliate from applying for, or holding, any future Special Events at the District.

Applicant must attend the Special Event and be at the Site for the duration of the Special Event.

All Events shall be confined to the Site reserved for such event. The rental of Seven Eagles Pool Area Site allows Applicants and their guests temporary exclusive access to the Pool Area Site. Other District patrons will be able to access Seven Eagles Fitness Centers and Seven Eagles Mail Room even when Seven Eagles Pool Area Site is reserved per the Special Event Policy for private use. If proposed Special Event will impact properties beyond the Site, the District Manager shall deny the Application. Upon such denial, the Applicant may resubmit its Application with required revisions or appeal the District Manager's decision to the Board. A sign advising Patrons that the Pool is Closed for Use by Patrons Due to Private Event can be posted at the Seven Eagles entrance

1. No advertising or distribution of posters or flyers for the Special Event as it pertains to District

Property nor posting on electronic media (such as website) controlled by the District is allowed.

- 2. Special Events shall be suitable for all ages and shall not discriminate against participants or observers as to race, color, religion, sex, national origin, age, disability, marital or veteran status.
- 3. No alcohol may be sold or served on any District Property at any time except when approved by the amenity manager. Any consumption of Alcoholic Beverages at the District's Property shall be in accordance with Florida law and this policy.
- 4. Other than as provided herein, the Special Event may not include the sales of any goods or services on any District Property unless the Applicant is a non-profit entity organized and in good standing under Section 501(c)(3) of the United States Internal Revenue Code (or similar non-taxable provisions of the said code) and the sales must be incidental to the purpose of the Special Event. Evidence satisfactory to the District of such organization and good standing must be submitted with the Event Use Application.
- 5. Applicants may not charge an entrance fee or other fee for access to, or for use of, the District Property.
- 6. The Applicant assumes all responsibility for event setup, cleanup, and any other necessary tasks described herein or associated with its Special Event, including but not limited to security/law enforcement services or emergency services.
- 7. The District shall determine the allowed time of the Special Event as may be appropriate for the event and the surrounding neighborhood(s) and businesses. However, Special Events may not last longer than four (4) hours and under no circumstance shall events scheduled on Sunday through Thursday operate past 10:00 PM, and on Friday and Saturday, operate past 11:00 PM.
- 8. The Applicant may be responsible for providing the District with appropriate certificate(s) of insurance. The District reserves the right to determine the limits and/or coverages for insurance.
- 9. All Special Events shall comply with applicable law, including the Osceola County Code and the laws of the State of Florida and the United States of America, including, but not limited to any and all regulations imposed under the Americans with Disability Act. However, nothing herein shall require the District to enforce same.
- 10. An indemnification and/or hold harmless agreement with the District must be signed on or with the Event Use Application.

APPLICATION REVIEW PROCESS:

All Event Use Applications will be reviewed by the District Manager, who has the authority to approve complete Event Use Applications and issue Event Use Permits for such uses. At the District Managers discretion, the District Manager may refer any Event Use Applications to the Board for review at the next regularly scheduled Board meeting. The District may, after due consideration for the date, time, place and nature of the proposed Special Event, the anticipated number of participants and the necessity for County and/or District services which will be required in connection therewith, elect to reject, approve, or conditionally approval the Event Use Application.

OTHER SPECIAL EVENT POLICY ELEMENTS:

11. <u>Conditional Approvals; Additional Restrictions.</u> The District may impose reasonable additional conditions, restrictions, or limitations as part of its approval of an Event Use Application based on the specifics of the proposed Special Event as it pertains to the District Property.

- 12. Revocation of Approval or Permit. An approved Event Use Application may be revoked at any time if the District or the District Manager feels there is a danger to District Property or other health, safety, or general welfare of the public; for violations of the District's rules or policies by the Applicant or the Applicant's representatives; or the default of any conditions of the Event Use Permit. Such termination shall not relieve the Applicant of its obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.
- 13. Termination of Events. All Applicants must understand that at any time during the Special Event, the Osceola County Sheriff's Office and/or Department of Fire Rescue or other Law Enforcement officers, County officials, or any other official having jurisdiction over the Special Event, may order termination of the Special Event if it is in violation of any law or ordinance, or if it endangers any person, participant or spectator, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for public safety officials whereby the proper execution of their duties are endangered. Such termination shall not relieve the Applicant of its obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.
- 14. <u>Substance of Events.</u> The District's approval, conditional approval, or disapproval of any Special Event in no way is a reflection of the District's or the Board's approval or disapproval of the conduct or basis of or for such event.

EXHIBIT A

REUNION EAST CDD EVENT USE APPLICATION

The CDD may, after due consideration for the date, time, place, and nature of the event/program, the anticipated number of participants and the necessity for the CDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions and requirements of the CDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant:	
Mailing Address:	Phone:
	Email:
Contact Person (name and title):	
	Phone:
	Email:
Date of event/program:	TIMES—Start: End:
Nature of event/program (including the type(s) of activities which	will occur during its conduct):
Number of people expected to attend:	
Site to be reserved:	
	and will be completed at (time)
People will begin arriving at said Site at approximately (time)	and will be dispersed at (time)
Equipment and apparatus proposed to be utilized in connection wit	h the event/program (i.e., tables, sound system, props):
Provider or description of debris and trash removal:	
Will any goods or services be sold? If yes, describe:	<u> </u>
FEES: Applicant had included with this Application, the required fees and expenses may be incurred by the Applicant in accordance	d Special Event Rental Fee and Deposit. Further, Applicant agrees that additional with the CDD Special Event Policy.
AGREEMENT: By submission of this Event Use Application, the CDD Special Event Policy, and agrees to abide by such policy.	e Applicant acknowledges that it has received a copy, has read and understands the
	Signed by Applicant:
Date:	
	(Insert name of organization, if applicable)
Witness:	
Print Name:	Signature
Witness:	Print Name:
Drint Name:	Title

Recommended Insurance Requirements

Insurance Requirements:

The Applicant shall provide the District with the following insurance coverage as a prerequisite for holding a Special Event on District Property:

A. Required Coverage Types:

- 1. **Commercial General Liability:** This coverage protects against bodily injury, property damage, and personal injury claims arising from the Special Event.
- 2. **Liquor Liability:** If alcohol is served at the Special Event, this coverage protects against claims arising from alcohol-related incidents.

B. Special Event Insurance Policies:

- 1. The District may require the Applicant to obtain a special event insurance policy, particularly for events with higher attendance, unique activities, or greater risk exposures.
- Special event policies offer tailored coverage for specific events, providing comprehensive protection for the duration of the event. These should align with the limits in section E.

C. Alcohol Service:

- If alcohol is served at the Special Event, the Applicant must ensure compliance with all state and local laws and ordinances concerning the service and consumption of alcoholic beverages.
- 2. The District may require additional insurance coverage or risk control measures for events serving alcohol, depending on the size and scope of the event.
- For smaller events with minimal alcohol service, the District may allow the use of a rider or endorsement on the Applicant's existing homeowner's policy to provide the necessary coverage.

D. Optional Coverage:

 Weather Insurance: For outdoor Special Events, this coverage protects against financial losses due to weather conditions that may force cancellation or postponement.

E. Minimum Coverage Limits:

- 1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- 2. **Liquor Liability:** \$1,000,000 per occurrence. (If served or sold. Coverage can be provided by licensed bartender service)
- 3. **Cancellation Insurance:** Limits determined by the District based on the Special Event's potential costs and risks.

F. Additional Insured:

1. The Reunion East CDD must be named as an additional insured on all required insurance policies.

G. Certificates of Insurance:

- 1. The Applicant shall provide certificates of insurance (COIs) as evidence of the required coverage.
- 2. COIs must be submitted to the District for review and approval at least 30 days before the Special Event.

H. Case-by-Case Evaluation:

- 1. The District reserves the right to evaluate insurance requirements on a case-by-case basis, considering the specific risks and circumstances of each Special Event.
- 2. The District may require additional insurance coverage or risk mitigation measures based on the event's size, type, activities, and anticipated attendance.

SPECIAL EVENT AGREEMENT

Reunion East Community Development District, a Florida community development district ("CDD") hereby grants permission to the applicant ("Applicant") named on the attached EVENT USE APPLICATION (the "Application") to use the area described on the Application (the "Site") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Special Event"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein. The terms, conditions and requirements of the CDD's Special Event Policy are incorporated into this Agreement; **Applicant acknowledges that it has received a copy of the CDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CDD Special Event Policy.**

- 1. <u>General Compliance</u>: The 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*. Applicant agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other policies, statutes and regulations applicable to Applicant.
- 2. <u>Right to Terminate</u>: The CDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions or provisions of this AGREEMENT, or, if in the judgment of CDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
- 3. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless the CDD and the officers, supervisors, agents, employees and assigns of the CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this AGREEMENT.
- 4. <u>Sovereign Immunity</u>: Nothing herein shall cause or be construed as a waiver of the CDD's sovereign 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.
- 5. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Representatives use of the Site.
- 6. <u>Damage to Property</u>: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CDD shall send an invoice to the Applicant following the Special Event and Applicant shall make payment to the CDD within fourteen (14) days of the Special Event.
- 7. "As Is" Condition: Applicant accepts the use of the Site in its "as is condition." The CDD shall have no obligation to make any changes thereto. The CDD shall have no obligation to provide any utilities to the Site. Applicant has inspected the Site prior to filing its Application and is aware of the Site's current condition.
- 8. <u>Rules and Regulations</u>: Applicant and Applicant's Representatives shall comply with the CDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CDD by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
 - b) No materials or items shall be affixed to any portion of the Site or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Site and shall return the Site to the condition that existed prior to Applicant's use of the Site.

- d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
- 9. <u>Right to Use Only</u>: This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Site as and when provided above.
- 10. Other Conditions. Depending upon the nature of the Special Event and the Site, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Site:
 - a) Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Site and the Special Event;
 - b) Security appropriate for the Special Event and Site;
 - c) Security deposit, set up fees and clean up fees;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CDD during the Special Event; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Site because of the Special Event.

Signed by Applicant:
Ву:
Name:
Title:
Date:
Approved by:
REUNION EAST COMMUNITY DEVELOR
By:
Name:
Title:
Date

SECTION 5



Stephens & Company 407-308-5344 2920 Bromley Road Winter Park, FL 32792

Prepared For REUNION CDD

Proposal Date 01/15/2025

Proposal Number

010671

Reference

Pool Houses Ext.

Repaint

Scope of Work

1. SURFACE PREP / MATERIALS

Each surface will be cleaned, scraped, sanded, and prepared as specified. All materials specified are from Sherwin Williams.

2. PRESSURE WASHING

All surfaces to be recoated will be treated with a chlorine solution prior to power washing where allergy/mildew is present. Pressure clean all designated surfaces using a minimum of 3000 PSI to remove dirt, chalk and loose paint.

3. PATCHING & CAULKING

All stucco, fiber cement siding, and wood will be patched/Caulked as needed. Cracks will be pressure cleaned and sealed before repairing. All cracks less than 1/16 or hairline cracks will be sealed with Sherwin Williams Concrete and Masonry Elastomeric Patching Compound.

4. INCLUSIONS

- Previously Painted Masonry/Gypsum Surfaces
- Previously Painted Ferrous Metals
- Previously Painted Non-Ferrous Metals
- Pergolas

5. EXCLUSIONS

Non-Painted Surfaces Inside Restrooms

6. COATINGS SYSTEMS

Masonry/Stucco Surfaces-

Spot Prime: Sherwin Williams Loxon Clear New Stucco Primer Loxon Masonry Primer Finish Coat: Sherwin Williams Latitude Ext. Satin

Previously Painted Non-Ferrous Metal-Prime Coat: Sherwin Williams Loxon Clear Finish Coat: Sherwin Williams Latitude Ext. Satin Previously Painted Ferrous Metal Doors-Full Prime: Sherwin Williams Pro-Cryl Primer

Finish Coat: Sherwin Williams Pro Industrial WB Alkyd Semi-Gloss

Pricing

Description	Rate	Qty	Line Total
Pool House Repaint	\$3,200.00	2	\$6,400.00
		Subtotal	6,400.00
		Tax	0.00
	Proposal To	tal (USD)	\$6,400.00

Terms

Balance Due at Completion

REUNION CDD



ROOFING AND PAINTING LARGE PROJECT SPECIALISTS

FL Lic # CCC1330145 2920 Bromley Ave. Winter Park, FL 32792

GENERAL CONDITIONS, to this contract are as follows:

CONSTRUCTION SCHEDULE:

- a. Commencement: Contractor shall commence construction within ten days of issuance of all documents and payment required for the performance of the Scope of Work ("Commencement")
- Occupancy: Owner shall not direct work to be performed or place personal property in the work area until the Project is complete.

2. STANDARDS OF PERFORMANCE / PATCHING & MATCHING:

- Standard of Performance: Contractor will professionally perform the Scope of Work, according to standard trade practice, and in compliance with the FL Building Code.
- b. Nonmaterial Adjustments: Owner (I) understands that it is often necessary to make nonmaterial adjustments to the layout, structure, and dimensions of the Scope of Work, which do not substantially affect the value or appearance of the Project, and (ii) accepts Contractor's prompt and reasonable notice of occurrence of the same - as a risk of the construction process.
- Textures & Finishes: Certain products, finishes, or textures may slightly differ from samples or
 photographs, whereas, Owner accepts such variation as a risk of the construction process.
- Patching & Matching: Contractor will use its best efforts to match existing surfaces, textures, and finishes; however, Owner accepts (minor) variations of the same as a risk of the construction process.
- Non-specified Materials: Any detail, item, product, finish, or location of such, not specified on the Plans/Specs, will be left up to the discretion of the Contractor. Non-specified materials shall be of builder's grade and quality.

3. CHANGE ORDERS*:

- a. Should Owner, design professional, Project Exclusion, Assumption, unforeseen condition, code, or public agency mandate any modification of, or addition to the Scope of Work, such determination to be construed at the sole discretion of Contractor. All costs to perform the additional work shall be added to the Contract Sum as a change order, ("Change Order"). Change Orders shall be reduced to writing; whereas Contractor reserves the right to withhold further performance of the Scope of Work until each/all Change Orders are executed.
- b. *While the Contractor shall exercise due diligence to identify all conditions affecting the Scope of Work before Contract execution, certain unknown/unforeseen circumstances are inherent to construction, whereas the Owner accepts such risks of the construction process.

4. OWNERS OBLIGATIONS:

- Access: Owner shall (I) remove its personal property/furnishings from all work areas, and (ii) provide Contractor
- reasonable and adequate access to perform the Scope of Work. Contractor shall not be held liable for damage to the Owner's personal property/furnishings that are not removed from the work areas as set forth above.



SECTION 6

SECTION A



1211 Seminola Blvd Ste 145 Casselberry, FL 32707 407-782-9495 Lic# CPC1458064 LP 30127

Date: February 03, 2025

PROPOSAL: Pool Resurfacing

Submitted To: Reunion East CDD Terrace
7500 Mourning Dove Circle, Kissimmee, FL. 34747

Attn: Alan Scheerer, GMS Central Florida

Project to renovate the pool with quartz aggregate, retile, and lights.

- Draining:
 - a. Drain Pool
- Surface Preparation:
 - a. Grind surface away from tile, fittings and lights for flush finish to new surfaces
 - b. Sound surface for hollow spots and remove
 - c. Acid wash
 - d. Pressure wash to cleanse and remove residues
 - e. Apply "scratchcoat" to the pool
- Additional Items for Renovation:
 - a. Put on new tile on beam
 - b. Put on new nonskid tile on steps, and marker stations.
 - c. Replace lights with new LED fixtures
 - d. Put in new VGBA grates
- Ouartz:
 - a. Hand troweled quartz mixture for a smooth and durable finish
 - b. Acid wash to expose the quartz
- Start-up:
 - a. Start filling pool
 - b. Clean up pool area

NOTE: Warranty: there is a 1-year warranty on labor and a 5-year manufacturer warranty on materials against failure.

The project could take 6 weeks.

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Price	4×1	445	111
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Payment is 50% down, 40% due	when pool is prepped and 10% due at finish.
Date of Acceptance:	Signature:







1211 Seminola Blvd Ste 145 Casselberry, FL 32707 407-782-9495 Lic# CPC1458064 LP 30127

Date: February 03, 2025

PROPOSAL: Spa Resurfacing

Submitted To: Reunion East CDD Terrace 7500 Mourning Dove Circle, Kissimmee, FL. 34747

Attn: Alan Scheerer, GMS Central Florida

Project to renovate spa with quartz aggregate, retile.

- Draining:
 - a. Drain Spa
- Surface Preparation:
 - a. Grind surface away from tile, fittings, and lights for flush finish to new surfaces
 - b. Sound surface for hollow spots and remove.
 - c. Acid wash
 - d. Pressure wash to cleanse and remove residues.
 - e. Apply "scratchcoat" to the spas.
- Additional Items for Renovation:
 - a. Put on new tile on steps.
 - b. Put on new tile on beam.
 - c. Put in new VGBA floor grates.
- Ouartz:
 - a. Hand troweled quartz mixture for a smooth and durable finish
 - b. Acid wash to expose the quartz.
- Start-up:
 - a. Start filling spa.
 - b. Clean up pool area.

NOTE: Warranty: there is a 1-year warranty on labor and a 5-year manufacturer warranty on materials against failure.

The project could take 3 weeks.

Price \$9,000.00

Payment is 50% down	\mathbf{a} , 40% due when pool is	prepped and	d 10% due	at finish
Date of Acceptance: _		_Signature: _		



SECTION B

- Commercial
 Swimming Pool
 Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



 Parts, Repairs and Renovations
 Lic # CP C043205
 Pool Heater Sales and Repair Lic # 12152

REUNION EAST CDD TERRACE AT REUNION

7500 MOURNING DOVE CIRCLE REUNION, FL. 34747

04/29/24

ATTN: ALAN SCHEERER, FIELD OPERATIONS MANAGER GMS

RESURFACE POOL WITH EXPOSED QUARTZ FINISH, NEW TILE AND LED LIGHTS PER FBC 454.

SCOPE OF WORK FOR POOL AREA

- DRAIN POOL
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 450 SQ. FT
- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- CHIP AND REMOVE NEEDED SURFACE FROM GUTTER TO ACHIEVE 2" SLOPE FROM THE FRONT TO THE BACK OF THE GUTTER (PER STATE CODE)
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH
- RETILE THE WATERLINE INSTALL NEW CONTRASTING SKID-RESISTANT TILE
- INSTALL NEW 2"X6" CONTRASTING SKID RESISTANT STEP TILE ON STEPS
- RETILE THE INSIDE BEAM INSTALL NEW 6"X6" TILE WITH NEW DEPTH MARKERS.
- RETILE LAP LANES, INSTALL THREE NEW LAP LANES WITH WALL TARGETS 6" WIDE USING 2"X2" DARK CONTRASTING MATTE TILE LIKE EXISTING.
- TOP OF THE BEAM. INSTALL NEW 6"X6" NON-SKID DEPTH AND NO DIVING MARKER TILE ON THE TOP OF THE BEAM.
- INSTALL 4 NEW LED LIGHTING FIXTURES IN EXISTING LIGHT NICHES. MANUFACTURER STATES AN 86% ENERGY COST SAVINGS.
 - (ANY WORK TO THE EXISTING LIGHTING SYSTEM, I.E. TRANSFORMERS, CONDUITS, BOND WIRE, ETC. ARE NOT INCLUDED. IF ANY ADDITIONAL WORK IS NEEDED, A PROPOSAL WILL BE PROVIDED BEFORE WORK IS COMPLETED.)

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242 Commercial Swimming Pool Chemicals & Supplies

 Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations Lic # CP C043205 Pool Heater Sales and Repair Lic # 12152
- APPLY BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- REPLACE THE 2-12"X12" MAIN DRAIN FRAME AND GRATE WITH NEW VGBA GRATES AND INSTALL NEW FLOOR AND **GUTTER GRATES.**
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF EXPOSED QUARTZ FINISH (3/8" TO 1/2" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

POOL RESURFACING

LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$74,592.00

**NOTE: THE POOL DECK AREA WILL NEED TO BE CLOSED WHILE THE REFINISHING IS BEING DONE.

THE WORK WILL TAKE 3 WEEKS. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

OUOTE GOOD FOR 30 DAYS ACCEPTED AND AGREED:

REGARDS,

BY: _____

TITLE: _____ DATE: _____

DEREK SCHWAN PROJECT MANAGER SPIES POOL, LLC.

CP C043205

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

www.spiespool.com



- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



Parts, Repairs and Renovations Lic # CP C043205
Pool Heater Sales and Repair Lic # 12152

REUNION EAST CDD TERRACE AT REUNION

7500 MOURNING DOVE CIRCLE REUNION, FL. 34747

01/08/25

ATTN: ALAN SCHEERER, FIELD OPERATIONS MANAGER GMS

RESURFACE SPA WITH EXPOSED QUARTZ FINISH, NEW TILE PER FBC 454.

SCOPE OF WORK FOR POOL AREA

- DRAIN SPA
- CHIP OFF AND REMOVE EXISTING FINISH TO ORIGINAL SOUND SOLID SURFACE
- 4,000 PSI PRESSURE WASH ENTIRE SPA SURFACE
- ACID WASH
- INSTALL NEW 2"X6" CONTRASTING SKID RESISTANT TILE ON THE STEPS AND BENCH.
- RETILE THE INSIDE BEAM INSTALL NEW 6"X6" TILE.
- APPLY BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR AND WALLS)
- REPLACE THE 1-12"X12" MAIN DRAIN FRAME AND GRATE WITH NEW VGBA GRATES AND INSTALL NEW DIRECTIONAL INLET FITTINGS.
- RESURFACE SPA WITH SMOOTH, MONOLITHIC LAYER OF EXPOSED QUARTZ FINISH (3/8" TO ½" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL SPA WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

SPA RESURFACING

LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$7,992.00

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



Parts, Repairs and Renovations Lic # CP C043205
Pool Heater Sales and Repair Lic # 12152

**NOTE: THE POOL DECK AREA WILL NEED TO BE CLOSED WHILE THE REFINISHING IS BEING DONE.

THE WORK WILL BE COMPLETED DURING THE POOL RESURFACING. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

*PRICED TO BE DONE WITH POOL RENOVATION

ACCEPTED AND AGREED:

REGARDS,

BY: _____

TITLE:

DATE:

DEREK SCHWAN PROJECT MANAGER SPIES POOL, LLC. CP C043205

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

SECTION 7

SECTION A



Systems, Products and Services For Entertainment and Architecture

Barbizon Lighting Southeast Region

1016 McClelland Court Charlotte, NC 28206 (704) 372-2122

3980 Dekalb Technology

Parkway, Suite 770 Atlanta, GA 30340 (404) 6891-5124

4203 SW 34th Street

Orlando, FL 32811 (407) 999-2647

Alan Scheerer

Field Operations Manager GMS Central Florida 219 E. Livingston St Orlando Florida 32801

Reference: Site Visit with Alan Scheerer and Barbizon Representative Jeremy Gates on

October30

Quote No.: A240046

Dear Mr. Scheerer,

I am pleased to provide you with this proposal to update the Architectural Controls and Dimming for the Heritage Crossing Ballrooms at Reunion Resort in Kissimmee, FL.

Your pricing for the equipment detailed on the attached bill of materials is as follows:

Section 1.1 – Architectural Lighting Control System Updates	\$25,000.00	
Section 1.2 – Optional Dimming Rack Upgrades	\$11,500.00	
OR		
Section 1.3 – Dimming Rack Tune Up (Short Term)	\$1,000.00	

Low Voltage Wire and Low Voltage Wire Installation NOT Included

Electrical Work/ Electrical Contractor NOT Included. Pricing Upon Request

Terms and Conditions

- Duties, taxes, fees, if applicable are not included in this quote.
- Freight is allowed to the job site.
- Does not include pricing for OCIP or CCIP or Certified Payroll Services.
- This quote is based on Barbizon's interpretation of the project. Orders will only be accepted limited to the bill of materials and/or scope of work detailed.
- All demolition, mounting, and electrical installation work including but not limited to terminations, junction boxes, wire, conduit, back boxes, pulling of wire, permits are excluded and must be performed by a licensed electrical contractor contracted by others.
- Structural Engineering Not Included for existing or new lighting positions. To be provided by others. Barbizon presumes existing structure sufficient to handle new loads.
- Production requires 6 to 8 weeks for delivery of equipment after receipt of written approval and release.
- Standard manufacturer's warranty applies unless otherwise noted.
- With approved credit from Barbizon, payment terms will be determined.
- This quotation is valid for 30 days and must be verified for purchase outside of this time frame.
- Ceiling penetrations, ceiling work, escutcheons, patching, or painting of penetrations for rigging, fixture supports, or cabling are excluded from this proposal. Cut-in and finish work and/or millwork or cabinet modifications or additions are not included. Concrete coring, cutting, directional boring not included.
- <u>All work spaces must be reasonably free and clear of obstructions prior to our crew's</u> scheduled arrival.
- Emergency lighting and/or emergency power transfer has not been included
- No bonding, job permits, or fees have been included.
- Barbizon's standard insurance applies, certificates available upon request.

Atlanta

Boston

Charlotte

Chicago

Dallas

Denver

New York City

Orlando

Washington, D.C.

United Kingdom



Systems, Products and Services For Entertainment and Architecture

- A service charge of 1-1/2% per month (18% per annum), or the maximum allowed by law will be added to all past due invoices.
- Pricing reflects a 3% discount for payment by cash or check within stated terms. If these pricing terms are not met, this discount will be forfeited by the customer.
- Equipment stored beyond 30 days will incur a 1% per day surcharge.
- Cancellation fees will be incurred once equipment and/or services have been released.
- This quotation and any accompanying documents are the intellectual property of Barbizon Lighting Company and may not be redistributed without permission.

This is a budget estimate only, not a contract for service. This estimate is for the sale of the completion of the job described above. It is based upon our evaluation and does not include material price increases or additional labor and materials, which may be required.

Again, thank you for the opportunity to provide you with this proposal. Please feel free to contact me if you would like any further information.

Regards,

Joshua Fisher

Systems Integrator - Barbizon Southeast

Attachments: Bill of Materials (1 page)

Barbizon Lighting Southeast Region

1016 McClelland Court Charlotte, NC 28206 (704) 372-2122

3980 Dekalb Technology Parkway, Suite 770 Atlanta, GA 30340 (404) 6891-5124

4203 SW 34th Street Orlando, FL 32811 (407) 999-2647

Atlanta

Boston

Charlotte

Chicago

Dallas

Denver

New York City

Orlando

Washington, D.C.

United Kingdom

Description

Item Qty

ı		phting System Updates
		Architectural Lighting Control System
	1	ERN2-W-120 - ERn2 Enclosure Wall-mount 100-120V
	1	P-ACP3 - Paradigm Architectural Control Processor for use in DRd Racks and ERn Units. Includes front network connector, front USB, and front SD
		card reader, backlit number keypad, selector wheel, and backlit display. Supports 1,024 channels of DMX and a max of 128 stations.
	1 1	ERN-NET - ERn 5 port Ethernet Switch Module (includes 5 - N4036 Patch cables) - Cannot be used with ERn-RPS or in an ERn Rack Mount P-SPM-E - Paradigm Station Power Module - supports 63 stations and (1) 500m wire segment
	•	- China Tanadan Canal Madala Cappena Co Salasina and (1,000m mar osignism
		Control Stations
		UH10002-11 - White 1-gang faceplate assembly to include the following: 1 - "On" Select Switch
	6	1 - 'Off' Select Switch
		** Standard Color TBD ***
		UH40707-51 - White 4-gang faceplate assembly to include the following:
		1 - "Master" Slider Assembly
		6 - "Zone X" Slider Assemblies
	5	4 - "Preset X" Select Switches
	э	1 - "Off" Select Switch
		1 - "Manual" Select Switch
		1 - "Record" Select Switch
		*** Standard Color TBD ***
	1	P-TS7-E-4 - Paradigm 7" Touchscreen Station to include: - 7" Black
		Touchscreen Assembly - Mounting Collar - Ethernet termination kit
	1	P-LCD-SBB - Paradigm surface mount touchscreen back box
		<u>Technical Services</u>
	2	Start Up - The services of an Barbizon Technician to startup system and instruct user personnel are included.
	1	Drawings/Cut Sheets - Barbizon to provide basic cut sheet and submittal drawings
	1	Project Management - Barbizon to Coordinate Material Delivery, Installation, and Project Completion
.		Optional Dimming Rack Upgrades
l	1	CEM3 - CEM3 Control Module for use in Sensor3 Dimmer Racks. Includes: front network connector, front USB reader, backlit number keypad, selector
l	'	wheel, and backlit display. Supports 2- DMX IN, 1-additional Network, Panic Input, and RTO or BP connection
J		PWRPKG SR24+ - Power Package upgrade kit for SR24+ racks with CEM+ processor:
J	1	Hardware to consist of: CEM3 backplane, rack fan, door foam, air filters
Į		Services to consist of: rack cleaning, installation of hardware, CEM3 programming, CEM3 training
	1	PWRPKG 3YR - 3-year warranty for Power Package upgrade - ***Re-Warrants Entire Rack***
		*** Existing Modules to Be Reused. Modules Found Non-Functional Can be Repaired at an Additional Cost***
		<u>Technical Services</u>
J	1	Rack Upgrades - The services of an Barbizon Technician to startup system and instruct user personnel are included.
	1	Project Management - Barbizon to Coordinate Material Delivery, Installation, and Project Completion
		Dimming Rack Maintenance ONLY
		Technical Services
,		



SECTION B



Quote Number: SQ-22516

Description: Reunion Resort Ballrooms

=

Bill to:

Reunion Resort Kissimmee 7715 Heritage Crossing Way Kissimmee, Florida 34747 Ship to:

Reunion Resort Kissimmee 7715 Heritage Crossing Way Kissimmee, Florida 34747 Prepared by: Mike Tomlinson

Date: July 18, 2024
Price valid until: August 11, 2024

Contract number:

BALLROOMS

SCOPE

This project includes replacement of existing Electronic Theatre Controls controllers with current versions. The new power control system will utilize a CEM3 controller, and the architectural control system will transition to a P-ACP3 controller. This will allow the use of the existing fader/pushbutton wiring. Both new controllers use ethernet interconnectivity for system communication to provide reliable control. The existing fader/pushbuttons stations and LCD touchscreen controller will be replaced with current versions and provide familiar functions that can be programmed to suit the needs of facility. All new components will have a 2-year warranty.

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT
1	ETC CEM3 CEM3 power control procesor	\$0.00	\$0.00
1	ETC RK SR/SR3 Sensor CEM Classic to CEM3 Upgrade Kit	\$0.00	\$0.00
1	ETC ERN4-W-120 ERn4 Wall-mount 100-120V Enclosure	\$0.00	\$0.00
1	ETC ERN-NET ERn2 Ethernet Switch 5 Ports (4 supporting PoE) 5x N4036 Patch Cables included	\$0.00	\$0.00
1	ETC ERN-BM ERn Blank Module	\$0.00	\$0.00
1	ETC P-ACP3 Paradigm Architectural Control Processor	\$0.00	\$0.00
1	ETC P-SPM-E Paradigm Station Power Module	\$0.00	\$0.00
1	ETC P-TS7-E-1 Paradigm 7" Ethernet Touchscreen - Cream	\$0.00	\$0.00
1	ETC 7184A1503 PLCD, PARADIGM SRFC MNT TOUCHSCREEN BBOX	\$0.00	\$0.00
1	ETC UH51007-11 Cream 5-gang faceplate assembly to accept 10 Faders and 7 Buttons	\$0.00	\$0.00
1	ETC UH51007 5-gang, 10-fader, 7-button electronics assembly	\$0.00	\$0.00
1	ETC UH40707-11 Cream 4-gang faceplate assembly to accept 7 Faders and 7 Buttons	\$0.00	\$0.00
1	ETC UH40707 4-gang, 7-fader, 7-button electronics assembly	\$0.00	\$0.00



Quote Number: SQ-22516

Description: Reunion Resort Ballrooms

=

Bill to:

Reunion Resort Kissimmee 7715 Heritage Crossing Way Kissimmee, Florida 34747 Ship to:

Reunion Resort Kissimmee 7715 Heritage Crossing Way Kissimmee, Florida 34747 Prepared by: Mike Tomlinson

Date: July 18, 2024

Price valid until: August 11, 2024

Contract number:

PRICE PRICE EXT

\$34,246.67 \$34,246.67

 $_{\rm 1}$ $\,$. . . ETC Sensor3 and Paradigm Lighting System Upgrade





1717 Diplomacy Row, Orlando, FL, 32809, USA

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE To be determined

\$34,246.67	EQUIPMENT TOTAL
\$0.00	SHIPPING TOTAL
\$5,700.00	LABOR TOTAL
\$39,946.67	SUBTOTAL
\$2,946.50	TOTAL SALES TAX
USD \$42,893.17	PROJECT TOTAL

TERMS

This quote is subject to credit approval by Solotech and to availability of equipment at the time of placement of the order.

Save if otherwise indicated, shipping costs and taxes are excluded from the Price. Actual shipping costs can vary greatly based upon shipment weight and service selected. If Client wishes to use its own shipping account, please provide FedEx and / or UPS Account number with billing zip code when placing an order. Where necessary, insurance will be added to protect all interested parties from liability in the event Client's order is lost or damaged in transit. Local delivery is available at an additional fee based on transportation needs or requirements. Client may also pick up its order at Solotech's warehouse if local. Furthermore, if Client has subscribed to a software license, annual fees may be applicable.

Unless otherwise agreed in writing between Solotech and Client, this quote is subject to the attached Terms and Conditions ("T&Cs") and by accepting this quote, the delivery of the equipment or the performance of the services, Client accepts to be bound by the T&Cs exclusively.

The equipment remains the property of Solotech until complete payment of the final invoice.

Due to global manufacturing and supply chain delays, Solotech is experiencing longer lead times on equipment delivery. As a result, Solotech cannot guarantee lead times on equipment delivery and will not be liable for any delays.

Contractor license: Alabama 54722 | Arizona ROC 149159 | California 1077957 and PW-LR-1000798172 | Florida EC13003836 | Louisiana 35367 | Mississippi 21930-SC | Nevada 0071293 C-2 Electrical | Tennessee 44271 | Virginia 2705156899





1717 Diplomacy Row, Orlando, FL, 32809, USA

ACCEPTANCE

REUNION RESORT KISSIMMEE		
SIGNED	DATE	
PRINT NAME SOLOTECH ORLANDO	TITLE	
SIGNED	DATE	
PRINT NAME	TITLE	



1. Definitions.

- "Client": means the person, firm, partnership, company or other legal entity buying the Equipment or Services from Solotech.
- "Equipment": means any equipment described in the Quote.
- "Intellectual Property": means any and all rights, titles, interests, intellectual property and intellectual property rights, whether now enacted, conferred or recognized or that may be enacted, conferred or recognized in the future, under any legislation including any and all trade secrets, patents, patent applications, trade-marks, copyrights, neighboring rights, inventions, processes, discoveries, designs, techniques, drawings, specifications, data, software, confidential information, know-how or other intellectual property right of any kind, whether registered or unregistered, and any application for any of the foregoing.
- "Price": means the sale price of the Equipment and the fees for the Services, if any, as indicated in the Quote.
- "Quote": means the written quotation, proposal or confirmation for the Equipment and the Services, if any, to which this Agreement applies.
- "Services": means any installation or programing services to be rendered by Solotech as described in the Quote.
- "Solotech": means Solotech Sales & Integration USA Inc. or one of its affiliates indicated in the Quote.
- 2. **General**. These terms and conditions, together with the Quote, constitute the entire agreement between the Client and Solotech with respect to the sale of the Equipment and the performance of the Services by Solotech to the Client and supersede any prior understanding or agreements, whether oral or written, concerning the subject matter hereof (the "**Agreement**"). The parties agree that any term or condition stated in any Client purchase order or in any other Client's document is void and by accepting the delivery of the Equipment or the Services from Solotech. Client agrees to the terms of, and to be bound by, this Agreement.
- 3. **Price and Payment**. Client agrees to pay the Price in its entirety. The Client understands and agrees that the Price may be adjusted prior to delivery and final invoicing, based on market price fluctuations or circumstances beyond the control of Solotech (such as, without limitation, foreign exchange fluctuations, currency rates, duties, significant increase in the costs of labor, materials or other costs of manufacture, or inflation). Unless otherwise provided in the Quote, Client shall pay: (i) a first installment equal to 40% of the Price (inclusive of taxes) upon acceptance of the Quote; (ii) a second installment equal to 40% of the Price (inclusive of taxes) prior to shipment of the Equipment to the Client or upon receipt of the Equipment at Solotech's facilities if Solotech stores the Equipment in accordance with Section 5; and (iii) a third installment equal to 20% of the Price (inclusive of taxes) once the Equipment is delivered or the Services are completed, if any. If permitted by applicable law, all payments made to Solotech by credit card shall be assessed a non-refundable surcharge of up to 4% of the Price. Monetary balances unpaid by Client shall bear interest at the rate of 24% annually, until paid in full by Client.
- 4. Taxes. Unless otherwise specified in the Quote, the Price excludes packaging, shipping, and transportation costs, taxes, duties or brokerage fees, or any other related charges. Solotech will invoice the amount of any sales, value added or excise taxes that it is legally required to collect from Client and Solotech will remit this amount to the appropriate governmental authorities. Neither party is responsible for the other party's income taxes and/or net or gross capital taxes.
- 5. Delivery and Storage. The Equipment will be delivered (drop ship) to the shipping address indicated in the Quote in accordance with a delivery schedule to be determined by the Equipment's manufacturer, unless agreed otherwise in writing between Solotech and the Client. The Equipment may be delivered in individual deliveries (drop ship) from each manufacturer directly to the Client. As such, several deliveries by different manufacturers at different times are to be expected. If Client does not want multiple drop shipments for a single project, Solotech can combine all the Equipment into a single delivery, at an additional cost equal to 3% of the Equipment sale price indicated on the Quote. In addition, if Client is unable to receive all or part of the delivery within 30 days from the scheduled delivery date, Client will be charged a monthly storage fee equal to 2% of the Equipment sale price indicated on the Quote during the storage period.
- 6. Risk of Loss and Title. Risk of loss and damage to the Equipment shall pass to the Client upon its delivery. Title to the Equipment shall pass to Client only upon full payment of the Price. In the event of non-payment of the Price according to the payment schedule, Solotech reserves the right, without notice, to retake possession of the Equipment delivered and Client hereby irrevocably grants Solotech access to its premises during normal business hours to retake the Equipment for which Solotech retains title. Until full payment of the Price, Client may in no event pledge, register or in any way charge by way of security, charge, lien, hypothec, privilege, retention of title, security interest or otherwise any of the Equipment, but if the Client does so, all money owing by the Client to Solotech shall forthwith become due and payable without prejudice to any other right or remedy of Solotech. Client understands and agrees that Solotech may, at any time, register and perfect any security, charge, lien, hypothec, privilege, retention of title, or any security interest of whatever nature to allow Solotech to enforce its property rights in the Equipment and Client agrees to execute any and all required documents to give effect to the foregoing.
- 7. Client Obligations. Client shall (i) provide Solotech with free, safe and unhindered access to the delivery point; (ii) unless otherwise agreed, be responsible for loading and unloading the Equipment from the delivery trucks; and (iii) furnish Solotech, at no cost, the utilities and services which are generally required for the performance of Solotech's obligations.

Page 5 of 8 Version 1.0



- 8. Warranty for new Equipment only and Services. Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of the delivery, Solotech undertakes to repair or replace, in its sole discretion, any damaged or defective Equipment sold as new equipment, for a period of 90 days from the earlier of: (i) the date of delivery of the Equipment to the Client or (ii) the date of receipt of the Equipment at Solotech's facilities, if Solotech stores the Equipment in accordance with Section 5 ("Solotech Warranty"). Any shipping fees for the return of damaged or defective new Equipment within the Solotech Warranty shall be paid by Solotech. After the expiry of the Solotech Warranty, only the manufacturer's warranty shall apply to the Equipment. The Solotech Warranty may not be assigned by the Client. Solotech warrants the Services for a period of 90 days from their performance, unless Client has opted for a service plan provided by Solotech, in which case such service plan shall apply. For further certainty, any replacement, corrective or repair work carried by Solotech at the request of Client not under the Solotech Warranty, the manufacturer's warranty or Solotech's service plan shall be separately invoiced to Client.
- 9. Warranty for <u>used Equipment only</u>. Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of delivery, Solotech undertakes to repair or replace, in its sole discretion, any Equipment sold as used equipment which is defective within 90 days of its delivery. Any shipping fees for the return of defective used Equipment within the 90-day warranty period shall be paid by Solotech. This warranty may not be assigned by the Client.
- 10. **Set-Off/Deduction**. Any deduction, compensation or set-off not previously agreed to by Solotech in writing shall be considered as a breach by Client justifying the: (i) suspension of deliveries or of the Services, (ii) collection of any amounts owed; and (iii) exercise of Solotech's rights as provided in Section 6 and by applicable law. Moreover, Solotech shall be entitled to require immediate payment of the full Price, including on future orders.
- 11. Insurance. If Services are performed by Solotech, unless otherwise indicated by Solotech in writing, Client shall maintain during the performance of the Services, at its sole expense, or shall ensure that is maintained, a commercial general liability insurance with general aggregate limit of not less than \$1,000,000. Solotech shall be named as additional insured on such policy. Client must provide the certificates of insurance attesting the above-mentioned coverages within five (5) days before performance of the Services. All above insurance policies shall contain a waiver of subrogation against Solotech. Should Client fail to secure or maintain such insurance. Solotech may secure such insurance at Client's expense.
- 12. Limitation of Liability. The warranties provided at Sections 8 and 9 shall be the sole warranties provided by Solotech. All other implied and statutory warranties and remedies are hereby expressly excluded. In no event shall either party be liable to the other for any indirect, incidental, punitive or consequential damages (including, without limitation, lost business profits, revenue or opportunities) sustained by the other party or any other individual or entity for any matter arising out of the Equipment, the Services or this Agreement. The Client acknowledges and agrees that Solotech shall have no access whatsoever to Client's IT systems or to any personal information of Client, its employees, suppliers or customers and as such, Solotech shall not be liable to the Client for any damage or inconvenience arising from the use of the Equipment or the provision of Services, including, without limitation, for any use, inability to use, interruption or delay of service, recovery of any data, breach of data or system security or any modification to the network or IT systems. Notwithstanding anything to the contrary, Solotech's liability under this Agreement shall in no event exceed the aggregate Price paid to Solotech under this Agreement.
- 13. **Confidential Information**. Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party, including, without limitation, specifications, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other information relating to the business or affairs of the other party ("**Confidential Information**"). Confidential Information does not include information which (i) has become publicly known through no violation of an obligation of non-disclosure of any person or entity, or (ii) has been approved for disclosure in writing by the disclosing party. Except as otherwise specifically provided herein, each party agrees that it shall not use, transfer, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees or subcontractors to the extent that they have a need to know or have access to such Confidential Information in connection with the Equipment, the Services or this Agreement. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. All of Solotech's Confidential Information shall remain the property of Solotech and shall be returned to Solotech immediately upon its request or termination of this Agreement. The provisions of this section shall survive termination or expiry of this Agreement.
- 14. Force Majeure. Neither Solotech nor Client shall be liable to the other for default or delay in performing its obligations under this Agreement (other than for an obligation to pay) caused by any occurrence beyond its control, including natural phenomena such as earthquakes, floods, fires, riots, acts of terrorism, war, freight embargoes, manufacturing or supply delays, strikes, governmental orders, pandemics or epidemics or other cause (collectively, a "Force Majeure"). A "Force Majeure" does not include events that were reasonably foreseeable or were caused by the party claiming the Force Majeure. If a party is delayed or prevented from performing due to Force Majeure, such party must inform the other party in writing as soon as practicable, but in all cases within 5 days of the start of the Force Majeure. The notice must detail the nature of the Force Majeure and its expected length. Both parties' rights and obligations shall be suspended for the duration of the Force Majeure and a new delivery schedule shall be agreed upon, in writing, between the parties.

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- 15. **Suspension and Termination**. Save as provided in Section 14, neither party shall have the right to suspend its obligations contained in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Solotech shall have the right to suspend or terminate this Agreement in the event Client fails to make any payment when due or to comply with any of its other obligations under this Agreement. Either party may terminate this Agreement immediately if the other party is or becomes insolvent, files for bankruptcy or is under similar protection from courts of law or makes an assignment for the benefit of creditors. In case of termination, Solotech or any of its representatives shall be entitled to recover the unpaid Equipment and invoice the Client for: (i) work performed up to the termination date; (ii) any Equipment ordered for the Client for which Solotech cannot receive a full refund from its distributor or manufacturer; (iii) any unpaid amounts to which Solotech is entitled; (iv) total cost for the return of Equipment to Solotech's or the manufacturer's warehouse (including, without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs); and (v) if applicable, travel expenses incurred by Solotech's personnel. Termination of this Agreement shall not relieve or release a party from any rights or obligations which should by their nature survive to such termination, including payment obligations.
- 16. Changes or Cancellation for <u>new Equipment only and Services</u>. Changes to or cancellations of orders for new Equipment prior to the delivery of Equipment or performance of Services must first be authorized by Solotech, which authorization may be refused in its sole discretion, and if so authorized by Solotech, Client shall bear any and all costs, expenses or damages incurred by Solotech, including, as applicable, the elements set out in Section 15(i) to (v). Solotech also reserves the right to charge any other cancellation fee to the Client. Notwithstanding the foregoing, customized orders cannot be changed and are not cancellable.
- 17. Changes or Cancellation for used Equipment only. Client may change or cancel any order of used Equipment prior to its shipping, without any charge,
- 18. **Return and Exchange Policy**. After its delivery, the Equipment may not be returned to or replaced by Solotech except as provided in Sections 8 or 9 or if authorized by Solotech, in its sole discretion. If so authorized by Solotech and save as provided in Sections 8 or 9, Client shall bear any and all costs, expenses or damages incurred by Solotech, including without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs. Client retains the risk of loss in the Equipment until receipt by Solotech or the manufacturer, as applicable.
- 19. Assignment. Client shall not delegate any duties nor assign any rights or claims under this Agreement without the written consent of Solotech, which consent Solotech may withhold in its sole discretion. Any assignment or delegation made without Solotech's consent shall be null and void. Solotech may assign or delegate any of its rights or obligations under this Agreement to any of its affiliates.
- 20. Intellectual Property. All documents and information, including drawings, calculations, manuals, plans and other materials prepared by Solotech or the Equipment manufacturer, and all concepts, products or processes developed by Solotech or the Equipment manufacturer, shall be and remain the property of Solotech or the Equipment manufacturer, as applicable. Each party shall remain the owner of its respective Intellectual Property and no provision contained herein is to be interpreted as a transfer of such Intellectual Property to the other party. Client undertakes not to use in any way Solotech's name, logo, picture, brands or trademarks without Solotech's prior written consent.
- 21. Notices. Any notice required or given pursuant to this Agreement shall be sent by email, with a copy by certified mail, or delivered by recognized delivery service at the following address: 1717 Diplomacy Row, Orlando, Florida, 32809, United States with a copy sent by email to legal@solotech.com. Any notice to Client shall be directed to the address of Client shown on the Quote.
- 22. Waiver. Failure by either party hereto to enforce any provisions of this Agreement or any rights hereunder shall in no way be considered a waiver of such provisions, rights, or in any way affect the party's right to later enforce or exercise the same or other provisions or rights it may have under this Agreement or at law.
- $23. \ \textbf{Amendments}. \ \textbf{No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties.}$
- 24. Dispute Resolution. Any and all disputes and claims between Solotech and Client related in any way to the Services, the Equipment or this Agreement shall first attempted to be resolved by the management representatives of Solotech and of the Client. If a dispute or claim cannot be resolved by the management representatives of Solotech or Client, only then such dispute or claim shall be submitted to the courts of Orange County, Florida. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ALL CLAIMS BETWEEN THEMSELVES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHER TRANSACTIONS RELATED TO THE SERVICES CONTEMPLATED HEREUNDER.

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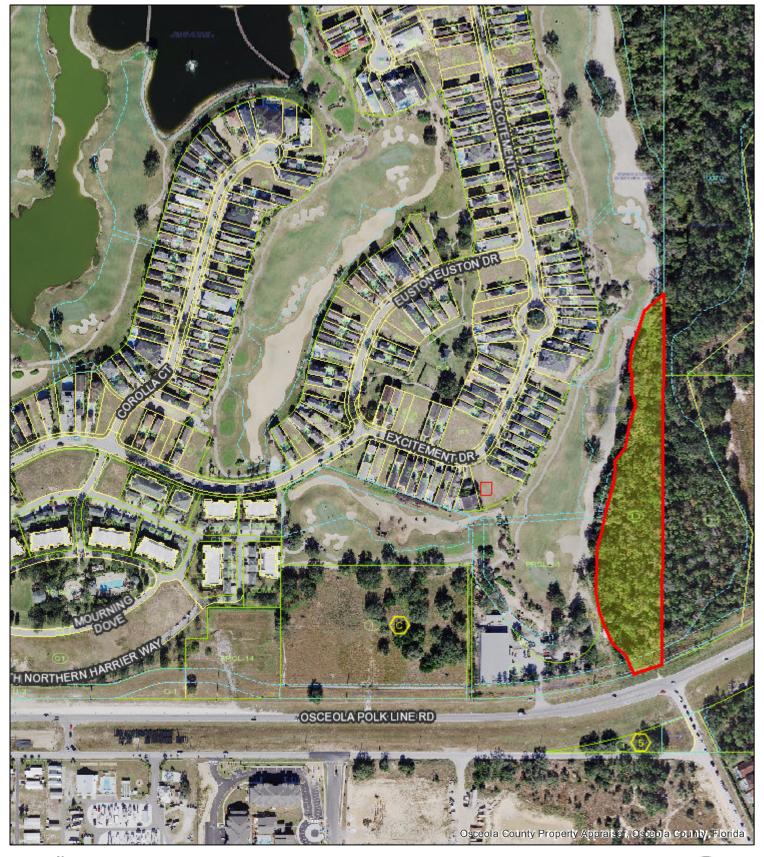


- 25. Governing Law. This Agreement and the acceptance of it shall, as provided herein, constitute a contract governed by the laws of Florida.
- 26. Independent Contractors. The parties are independent contractors, and neither shall be nor shall represent itself to be the agent, joint venturer, partner or employee of the other or to be related to the other. No representation shall be made, nor act done by either party which could establish any apparent relationship of agency, joint venture, partnership or employment with the other party, and neither party shall be bound in any manner whatsoever by any agreement, guarantee or representation made by the other party to any person or by any action of the other party.
- 27. Client Material. Subject to Solotech complying with Client's instructions, if any, Solotech may display during or after the sale or completion of the Services (on its website or in other marketing communications) approved photos, videos, name of the Client's project and/or description of Equipment used in the Client's project for Solotech's sole marketing and communication purposes.

Solo-USA_S&I-T&C_EN US (Last update: June 2024)

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SECTION 8





Parcel 34-25-27-4012-0002-0033

Date Generated: 1/30/2025

0 160 320 ft

Prepared by and after recording return to: Anthony J. Cotter, General Counsel Tohopekaliga Water Authority 951 Martin Luther King Blvd. Kissimmee, Florida 34741

•			
Parcel ID No.: 34-25-27-4012-0002-0033			
(Space above this	line for recording da	ıta)	
EASEMENT			
THIS EASEMENT is made and granted this	day of	2024, by Reunion East	
Community Development District, (the "Grantor"), a	Florida community	y development district having its principal	
place of business located at c/o Governmental Managem	ent Services – Cen	tral Florida, LLC 13574 Village Park Drive,	
Suite 265, Orlando, Florida 32837, to the TOHOPEKALI			
district, established and created pursuant to Chapter 18	9, Florida Statutes	, by special act of the Florida Legislature,	

having its principal place of business located at 951 Martin Luther King Blvd., Kissimmee, Florida 34741.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does hereby authorize the use of and hereby grants to TOHO, its successors and assigns, a perpetual exclusive utility easement across a parcel of real property in Osceola County, Florida, as more particularly described in attached **Exhibit A** (the "**Easement Area**"), for the purpose of: (a) installing, maintaining, operating, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the Easement Area (collectively, the "**Facilities**"); (b) all other rights and privileges reasonably necessary, in TOHO's sole discretion, for the safe, reliable, and efficient installation, operation, repair, and maintenance of the Facilities; and (c) ingress and egress to the Easement Area for the above-stated purposes.

Grantor may continue to use the surface of the Easement Area for any lawful purposes that do not unreasonably interfere with the easement rights granted to TOHO in this instrument, which may include, upon receipt of prior written approval from TOHO – which shall not be unreasonably withheld, the following improvements being made to the Easement Area: parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles.

Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the Easement Area. TOHO shall have the right to remove any such permanent structures or improvements placed on, over, or across the Easement Area at the expense of Grantor. TOHO shall have the right to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, maintenance, repair, or replacement of facilities existing within the Easement Area.

TOHO will, at its sole cost and expense, restore the surface of any disturbed portion of the Easement Area to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been caused by the installation, maintenance, operation, repair, inspection, replacement, or removal of the Facilities or other exercise by the TOHO of its rights under this instrument.

The use of the easement granted in this instrument does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TOHO, and its agents, successors, and assigns for the uses and purposes stated herein.

The terms "Grantor" and "TOHO" shall include any and all respective heirs, successors, and assigns of the Grantor and TOHO. Any failure by TOHO to exercise or continue to exercise or enforce any of the rights granted in this instrument shall not be construed as a waiver or abandonment of the right to at any time, or from time to time, exercise any and all such rights.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written. Grantor warrants that it is the record owner of the lands

to be encumbered by this instrument, that it has the full right and authority to convey to TOHO this perpetual Easement, and that TOHO shall have quiet and peaceful possession, use, and enjoyment of the same.

	GRANTOR:
	Reunion East Community Development District, a Florida community development district
	Ву:
	Printed Name:
	Title:
WITNESS #1	WITNESS #2
Print Name:	Print Name:
Address:	
STATE OF	
The foregoing instrument was ac	knowledged before me by means of \square physical presence or \square online
notarization, this	_ day of, 2024, by , as o
Reunion East Community Develo	opment District, a Florida community development district authorized lorida on behalf of the company/corporation. They are personally
known to me or \square have produced	d as identification.
(Seal)	Signature of Notary Public
	Name of Notary Typed, Printed or Stamped

Attachment 1 Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

The undersigned, on behalf of Reunion East Community Development District, a Florida community development district (the "Nongovernmental Entity"), hereby attests as follows:

- **A.** The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
 - "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - "Labor" means work of economic or financial value.
 - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- **B.** The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. **Under penalties of perjury, I** declare that I have read the foregoing document and that the facts stated in it are true.

Authorized Signature:	Date:	
Printed Name:	Title:	
STATE OF COUNTY OF		
The foregoing instrument was acknowledged	d before me by means of □ physical	presence or □ online
notarization, this day of	, 20, by	, as
on behalf of the Non	governmental Entity. They □ are pe	rsonally known to me or \Box
have produced as id	lentification.	
Signature of Notary Public		
Name of Notary Typed, Printed or Stamped		
My Commission Expires:		

EXHIBIT A

[Sketch and Legal]

LEGAL DESCRIPTION (AS PROVIDED BY CLIENT)

PARENT TRACTS

PARENT TRACT A (PARCEL ID: 34-25-27-4012-0002-0030)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST: THENCE RUN, ALONG SOUTH LINE OF SAID SECTION 35, S89°58'40°E A DISTANCE OF 2654.60; THENĆE RUN, DEPARTING SAID SOUTH LINE, NÓO°01'20"E A DISTANCE OF 199.92 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 532 WITH THE EASTERLY LINE OF AN UNNAMED 30 FOOT WIDE RIGHT OF WAY, PER PLAT BOOK B, PAGE 6S, FOR A POINT OF BEGINNING; THENCE RUN NO0°26'04"E ALONG THE EASTERLY LINE OF SAID UNNAMED RIGHT OF WAY, FOR A DISTANCE OF 431.83 FEET TO A POINT ON THE SOUTH LINE OF PARCEL G-I , PER PLAT OF REUNION PALMER & WATSON GOLF PHASE 3, AS RECORDED IN PLAT BOOK 16, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID PARCEL \$36°16'05"E. A DISTANCE OF 211.98 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS 175.00 FEET, A CENTRAL ANGLE OF 130°21'05", WITH A CHORD DISTANCE OF 317.66 FEET, BEARING N79°39'47"E; THENCE CONTINUE ALONG SAID PARCEL LINE, ALONG SAID CURVE A DISTANCE OF 398.14 FEET TO THE END OF SAID CURVE AND A POINT ON THE WESTERLY SIDE OF THAT PARTICULAR PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4788, PAGE 1218; THENCE RUN ALONG SAID WESTERLY PARCEL LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (I) SO8°20'00"E, A DISTANCE OF 11.76 FEET; (2) THENCE RUN S18°42'19"E, A DISTANCE OF 62.54 FEET; (3) THENCE RUN S26°56'40" E, A DISTANCE OF 64.01 FEET; (4) THENCE RUN S47°13'57"E, A DISTANCE OF 60.09
FEET; (5) THENCE RUN S24°04'12"E, A DISTANCE OF 69.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED COUNTY ROAD 532, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS 1810.08 FEET, A CENTRAL ANGLE OF 17°44'53", AND A CHORD DISTANCE OF 55S.46 FEET, BEARING S81°09'00"W; THENCE RUN ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, A DISTANCE OF 560.70 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°58'34"W, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

PARENT TRACT B (PARCEL ID: 34-25-27-4012-0002-0033)

A PORTION OF LOT 3, BLOCK 2 OF MAGNOLIA CREEK AS RECORDED IN PLAT BOOK 12, PAGES 74 THROUGH 79 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND LYING IN SECTION 35. TOWNSHIP 25 SOUTH. RANGE 27 EAST. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY MOST CORNER OF LOT 2, BLOCK 2 OF SAID PLAT; THENCE RUN SOUTH 89°57'42" WEST ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 2 OF SAID PLAT, 659.21 FEET; TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID PLAT; THENCE RUN SOUTH 00°21'16" WEST ALONG THE EASTERLY LINE OF LOT 3, BLOCK 2 OF SAID PLAT, 1045.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUÉ ALONG SAID EASTERLY LINE SOUTH 00°21'16" WEST, 1287.28 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY; SAID POINT OF CURVATURE BEING ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 532: THENCE RUN WESTERLY ALONG SAID NON-TANGENT RIGHT OF WAY CURVE HAVING A RADIUS OF 1810.08 FEET;, A CENTRAL ANGLE OF 03°20'17", AN ARC LENGTH OF 105.46 FEET;, A CHORD LENGTH OF 105.44 FEET;, AND A CHORD BEARING OF SOUTH 70°36'25" WEST TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 24°04'12" WEST, 69.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF REUNION PALMER & WATSON GOLF, PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 75 THROUGH 78 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE EASTERLY BOUNDARY OF SAID REUNION PALMER & WATSON GOLF, PHASE 3 THE FOLLOWING COURSES; NORTH 47°13'57" WEST, 60.09 FEET; NORTH 26°56'40" WEST, 64.01 FEET; NORTH 18°42'19" WEST, 62.54 FEET; NORTH 08°20'00" WEST, 65.95 FEET; NORTH 00°16'11" EAST, 117.97 FEET; NORTH 00°28'22" EAST, 24.51 FEET; NORTH 16°09'46" EAST, 46.36 FEET; NORTH 13°54'19" EAST, 18.91 FEET; NORTH 11°20'27" EASY, 77.76 FEET; NORTH 16°25'52" EAST, 102.95 FEET; NORTH 02°14'37" EAST, 70.51 FEET; NORTH 33°53'07" EAST, 64.26 FEET; NORTH 11°14'55" EAST, 86.17 FEET; NORTH 18°16'03" EAST, 60.58 FEET; NORTH 17°31'03" WEST, 41.25 FEET; NORTH 01°06'40" WEST, 76.99 FEET; NORTH 56°28'32" WEST, 6.53 FEET; NORTH 03°15'24" EAST, 65.54 FEET; NORTH 15°42'56" EAST, 66.46 FEET; NORTH 19°35'09" EAST, 86.24 FEET; NORTH 49°30'39" EAST, 92.21 FEET TO THE SAID EAST LINE OF LOT 2 TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR)

TOHOPEKALIGA WATER AUTHORITY EASEMENT A

A PORTION OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 35, SOUTH 89°58'40" EAST, A DISTANCE OF 2654.60 FEET; THENCE, LEAVING SAID SOUTH LINE OF SECTION 35, NORTH 00°01'20" EAST, A DISTANCE OF 199.92 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532); THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532) SOUTH 89°58'34" EAST, A DISTANCE OF 12.50 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF NORTH 82°05'50" EAST, A CHORD DISTANCE OF 499.25 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 500.84 FEET TO THE POINT BEGINNING: THENCE. CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532), ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF NORTH 73°51'13" EAST, A CHORD DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 20.03 FEET; THENCE, LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532), NORTH 19°00'43" WEST, A DISTANCE OF 158.57 FEET; THENCE NORTH 26°56'40" WEST, A DISTANCE OF 25.71 FEET; THENCE NORTH 18°42'19" WEST, A DISTANCE OF 1.79 FEET; THENCE SOUTH 70°59'17" WEST, A DISTANCE OF 16.46 FEET; THENCE SOUTH 19°00'43" EAST, A DISTANCE OF 184.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532) AND THE POINT OF BEGINNING.

CONTAINING 3655 SQUARE FEET OR 0.0839 ACRES MORE OR LESS.

TOHOPEKALIGA WATER AUTHORITY

A PORTION OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 35, SOUTH 89°58'40" EAST, A DISTANCE OF 2654.60 FEET; THENCE, LEAVING SAID SOUTH LINE OF SECTION 35, NORTH 00°01'20" EAST, A DISTANCE OF 199.92 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532); THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532) SOUTH 89°58'34" EAST, A DISTANCE OF 12.50 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF NORTH 82°05'50" EAST, A CHORD DISTANCE OF 499.25 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 500.84 FEET; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF OSCEOLA POLK LINE ROAD (CR 532), ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF NORTH 73°51'13" EAST, A CHORD DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 20.03 FEET; THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 10.04 FEET; THENCE NORTH 19°00'43" WEST, A DISTANCE OF 158.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°56'40" WEST, A DISTANCE OF 25.71 FEET; THENCE NORTH 18°42'19" WEST, A DISTANCE OF 1.79 FEET; THENCE NORTH 70°59'17" EAST, A DISTANCE OF 3.54 FEET; THENCE SOUTH 19°00'43" EAST, A DISTANCE OF 27.25 FEET THE POINT OF BEGINNING.

CONTAINING 52 SQUARE FEET OR 0.0012 ACRES MORE OR LESS.



VICINITY MAP

NEAR 7385 OSCEOLA POLK LINE ROAD, KISSIMMEE, FL 34747 (NOT TO SCALE)

SURVEYOR'S NOTES

- 1. THIS IS SPECIFIC PURPOSE SURVEY FOR THE STATED PURPOSE OF LOCATING THE EXISTING IMPROVEMENTS NEAR THE TOHOPEKALIGA WATER AUTHORITY EASEMENT SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.
- 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THE SURVEYOR HAS REVIEWED THE RECORDED INFORMATION PROVIDED AND ALL PLOTTABLE MATTERS OF RECORD IDENTIFIED IN THE INFORMATION PROVIDED THAT ARE PERTINENT TO THE EASEMENT SHOWN HEREON, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THE INFORMATION PROVIDED WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
- 3. UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- 4. (D) DENOTES DESCRIPTION; (F) DENOTES FIELD MEASURED; (P) DENOTES PLAT; (C) DENOTES CALCULATED.
- 5. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA PER OFFICIAL RECORDS BOOK 5476, PAGE 65, AS RECORDED IN OSCEOLA COUNTY, FLORIDA AS BEING SOUTH 89°58'40" EAST.
- 6. INCIDENTAL ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, IS TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN).

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY PERFORMED ON NOVEMBER 25, 2024, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE PURSUANT TO SECTION 472.023, FLORIDA STATUTES AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE.

KIRK B.MITCHELL P.S.M. L.S.No.5682

CERTIFICATE OF AUTHORIZATION No. L.B.6885 HARD COPIES NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:

TOHOPEKALIGA WATER AUTHORITY
ITS AFFILIATES, SUBSIDIARIES AND LENDERS

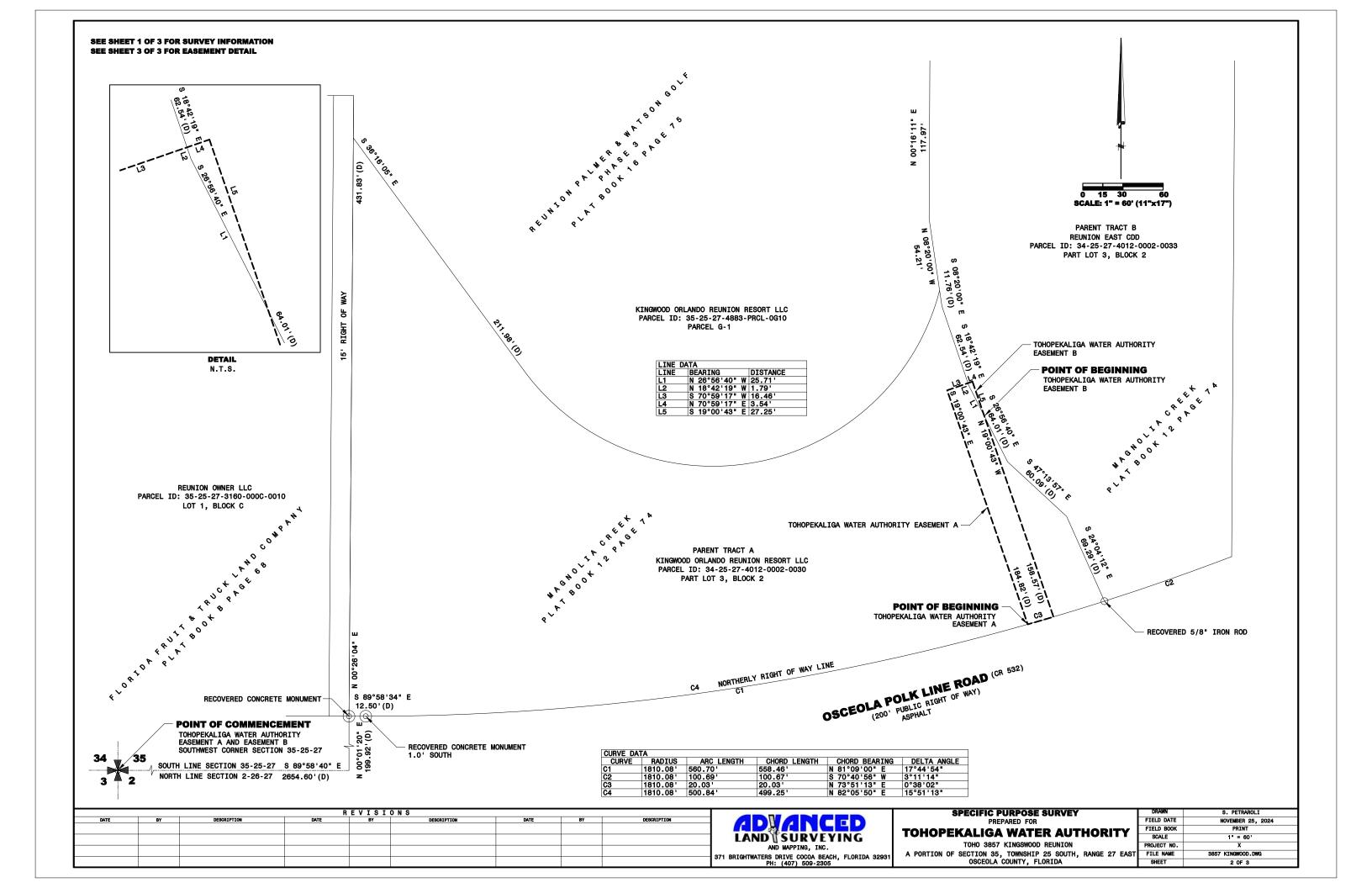
REVISIONS									
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

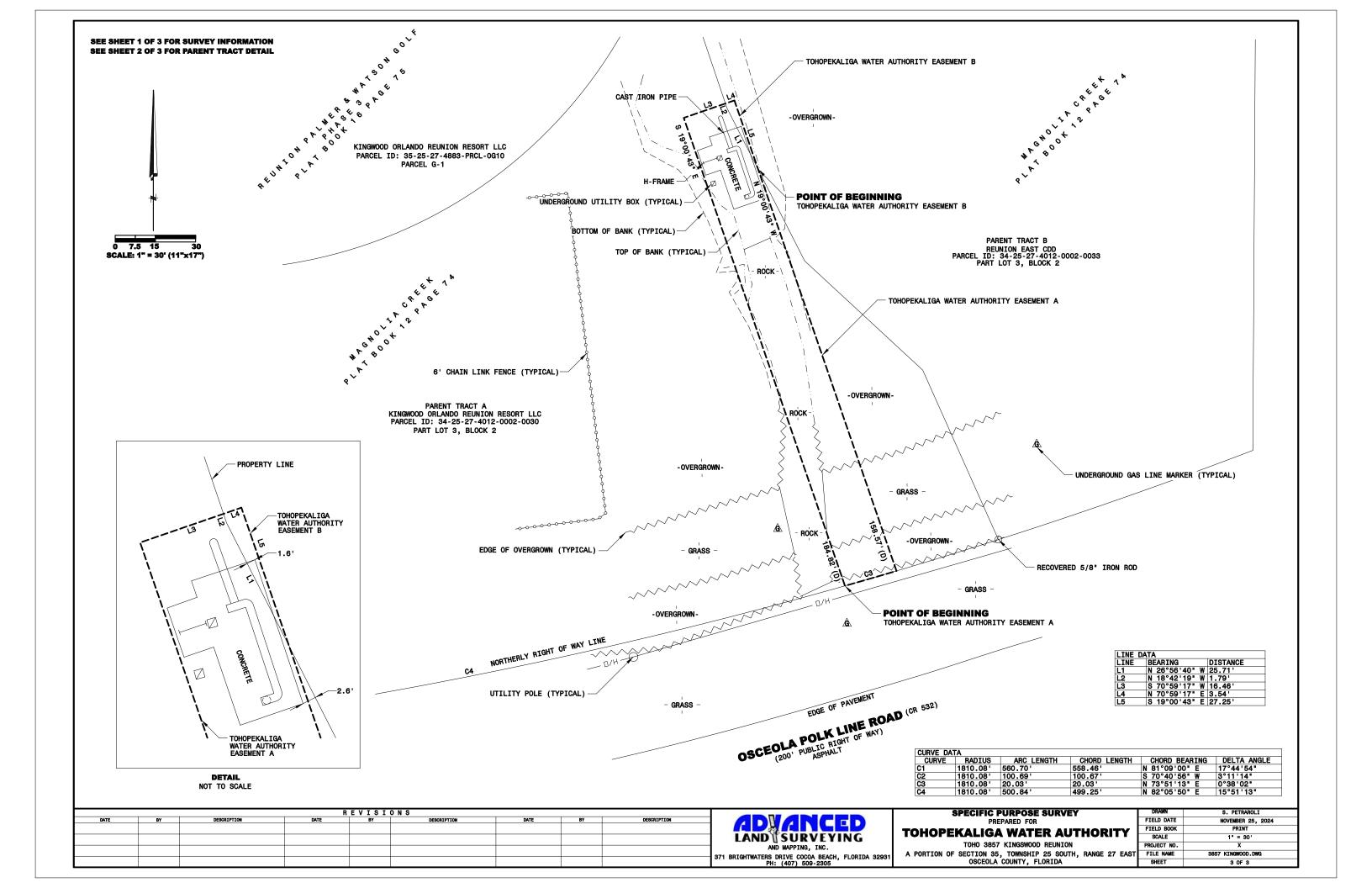
LAND SURVEYING
AND MAPPING, INC.
371 BRIGHTWATERS DRIVE COCOA BEACH, FLORIDA 32931
PH: (407) 509-2305

SPECIFIC PURPOSE SURVEY PREPARED FOR TOHOPEKALIGA WATER AUTHORITY

TOHO 3857 KINGSWOOD REUNION
A PORTION OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 27 EAST
OSCEOLA COUNTY, FLORIDA

DRAWN	S. PETRAROLI
FIELD DATE	NOVEMBER 25, 2024
FIELD BOOK	PRINT
SCALE	NO SCALE
PROJECT NO.	X
FILE NAME	3857 KINGWOOD.DWG
SHEET	1 OF 3





SECTION 10



Delivery process



KEY FOR BUSINESS - TECH SPECS

95% COMPATIBLE







Call boxes



Remote openers



Coded gates



Motorized gates and doors



TECHNICAL SPECIFICATIONS

- Supports Wiegand wiring protocol (badge reader, FOBs) or relay (push button, motion sensor)
- Devices are wired directly into low voltage power (4w) or micro USB
- Connectivity provided by cellular network chipset or Ethernet











SECTION 11

Reunion East and West R&M

FY2026 Preliminary Project List	Estimated Cost	RE 57%	RW 43%
Seven Eagles Fountain Refurbishment/Linear Park	\$72,100	\$41,097	\$31,003
Seven Eagles, Restrooms Counters, Tile, Paint	\$60,000	\$34,200	\$25,800
Stormwater Catch Basins - Drain Inlet	\$60,000	\$34,200	\$25,800
Stormwater Concrete Curbs and Gutters	\$70,000	\$39,900	\$30,100
Concrete Sidewalks	\$75,000	\$42,750	\$32,250
ROW Paver Crosswalks Spine & Tradition	\$40,000	\$22,800	\$17,200
Pool Equipment Allowance	\$46,371	\$26,431	\$19,940
ADA Pool Lift Terraces (2)	\$30,900	\$17,613	\$13,287
Pool Furniture Allowance	\$15,000	\$8,550	\$6,450
GTP Fitness Center Shade Structure	\$60,000	\$34,200	\$25,800
HVAC Replacement Allowance	\$25,000	\$14,250	\$10,750
Signage Replacement Allowance	\$20,000	\$11,400	\$8,600
Heritage Crossings Furniture (Tables and Chairs)	\$40,000	\$22,800	\$17,200
Contingency	\$100,000	\$57,000	\$43,000
Projects deferred from 2025 project list			
subject to being added to 2026 project list	TBD	TBD	TBD
	\$642,271	\$366,094	\$276,177

SECTION 12

SECTION A

SECTION I



MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400 ORLANDO, FLORIDA 32801 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32802 TELEPHONE: (407) 481-5800 FACSIMILE: (407) 481-5801 WWW.LATHAMLUNA.COM JAY E. LAZAROVICH
MARC L. LEVINE
JUSTIN M. LUNA
LORI T. MILVAIN
L. WILLIAM PORTER, III
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5800 EMAIL: <u>JCARPENTER@LATHAMLUNA.COM</u>

To: CDD Board of Supervisors

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

Lazarovich, Esq.)

Regarding: Reminder Regarding Sunshine Law and Public Records Law

Date: February 2025

I. Sunshine Law

-CDD Supervisors are required to comply with Florida's Sunshine Law.

- -All decisions of the CDD must be held "in the Sunshine," meaning at a CDD Board meeting that meets the following three requirements: (1) open to the public; (2) minutes must be promptly recorded and open to public inspection; and (3) reasonable notice of meetings must be provided.
- -This means that outside of a CDD Board meeting, two or more Supervisors <u>must not</u> discuss any matter on which foreseeable action will be taken by the Board. This applies to in-person, "liaison" and "virtual" discussions, including text messages, emails, telephone calls, online postings (SOCIAL MEDIA) and any other means of communication between Supervisors (could even include reacting to a public post on social media).
- -Supervisors should also be careful not to speak about CDD business in public forums (where other Supervisors may be present) in order to avoid a violation.
- -Penalties for violating the Sunshine Law are serious and include (but are not limited to): removal from office, criminal conviction, jail time, fines, attorneys' fees, etc.

*RECENT CASE LAW (Parris v. State – we strongly encourage you to read the copy attached): two Councilmembers were criminally convicted and sentenced to serve jail time for violating the Sunshine Law after holding a meeting with other Councilmembers without proper notice and without being open the public. In his concurring opinion (starting on p. 7 of the attached copy), Judge Ciklin noted:

I think it is important, however, to issue a clarion call to the hundreds of Florida public officials who are subject to the Florida Sunshine Law. Indeed, as more and more individuals become Floridians and engage in civic involvement, our new citizens need to be fully aware of Florida's Sunshine Law.

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all

February 2025 - Page 2

distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.

Under Florida law, there is no such thing as an "informal" conference or "unofficial" caucus or pass-you-in-the-hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such "innocuous" meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance. And whether done personally or through surrogates (such as aide-to-aide), such meetings are illegal under Florida's Sunshine Law.

-Best practices: (1) utilize Board meetings for discussions with other Supervisors; (2) no decision making/negotiating outside a Board meeting by Supervisor; (3) refrain from posting about CDD business online and responding/reacting to matters online related to CDD business.

II. Public Records Law

- -Supervisors are subject to the Public Records Law in Florida and therefore must retain <u>all materials</u> (i.e., documents, emails, **TEXT MESSAGES**, sound recordings, films, maps, books, photographs, tapes, etc.) made or received in connection with the official business of the CDD.
- -Opinions/posts/comments posted online by Supervisors regarding CDD matters or matters that may come before the CDD Board are considered "made in connection with the transaction of official business" and are therefore "public records." This means they must be preserved in accordance with law; this is true regardless of whether the post is made on a private social media page or website. Website operators (such as Facebook) are generally private companies with the power to delete or edit material and many permit the user to delete/edit posts. Therefore, there is a significant risk that the public record cannot be retained and produced in accordance with Florida law.
- -Penalties for violating the Public Records Law are serious and include (but are not limited to): removal from office, misdemeanor or felony charge (depending on offense), fines, etc.
- **-Best Practices**: (1) in-person or telephone discussions (except with other Supervisors); (2) use or create a separate email account for CDD related materials; (3) avoid posting on social media about CDD business (posts can be removed/edited by users and website controller); and (4) avoid using text/social media messaging.

III. Other

-Since the Sunshine Law requires actions of CDD Boards to be made at CDD meetings, any delegations of authority must be directed by the CDD Board at a CDD meeting and should be very narrowly tailored with defined boundaries/scope. Aside from a possible Sunshine Law violation, any negotiations or work by a Supervisor on behalf of the CDD without specific delegated authority from the CDD Board poses the potential for personal liability (as those actions would be outside the scope of a Supervisor's authority).

KeyCite Yellow Flag - Negative Treatment
Distinguished by Burton v. Oates, Fla.App. 5 Dist., June 12, 2023
359 So.3d 1178

District Court of Appeal of Florida, Fourth District.

Pamela Rapp PARRIS, Appellant, v. STATE of Florida, Appellee.

> No. 4D21-2682 | [April 12, 2023]

Synopsis

Background: Defendant was convicted in the County Court, Indian River County, Michael Linn, J., of violating Sunshine Law and perjury. Defendant appealed.

Holdings: The District Court of Appeal held that:

sufficient evidence supported findings that defendant knowingly participated in city council meeting that was not "open to the public" and for which "reasonable notice" was not given;

Sufficient evidence showed that defendant made a false statement to investigator that she had received conflicting communications as to whether meeting had been cancelled;

evidence was insufficient to show that defendant clearly indicated she had no phone conversations with any other councilmembers; and

defendant's statements about conflicting communications were material.

Affirmed in part, reversed in part, and remanded with directions.

Ciklin, J., filed opinion concurring specially.

*1180 Appeal from the County Court for the Nineteenth Judicial Circuit, Indian River County; Michael Linn, Judge; L.T. Case No. 312020MM001119B.

Attorneys and Law Firms

Philip L. Reizenstein and Bhakti Kadiwar of Reizenstein & Associates, PA, Miami, for appellant.

Ashley Moody, Attorney General, Tallahassee, and Lindsay A. Warner, Assistant Attorney General, West Palm Beach, for appellee.

Opinion

Per Curiam.

After the City of Sebastian's city manager announced a cancellation of a properly noticed city council meeting, three councilmembers, including the appellant, Pamela Parris, held a meeting anyway, during which they voted to terminate the employment of the city manager, the city attorney, and the city clerk, and voted to remove the mayor and replace him with *1181 Parris's co-defendant, Damien Gilliams. Based on this meeting, Parris and Gilliams were charged with violating section 286.011, Florida Statutes (2019), commonly referred to as the Sunshine Law. They were also charged with perjury based on statements which they made during an investigation of the Sunshine Law violations. Parris and Gilliams were tried together and found guilty of most counts. Parris appeals her convictions for one count of violating the Sunshine Law and two counts of periury.¹

Parris raises multiple issues on appeal, most of which pertain to her conviction of a Sunshine Law violation. We address the following three arguments: (1) her conviction must be reversed where section 286.011 does not contain definitions for certain phrases; (2) her responses to the investigator's imprecise questions did not amount to perjury; and (3) her allegedly false statements were not material. We agree that the state failed to prove perjury as alleged in count V, and we reverse on this point, but we affirm with respect to the Sunshine Law arguments. Parris's remaining arguments lack merit, and on these arguments, we affirm without further discussion.

The Trial Evidence

The trial evidence revealed the following. The City of Sebastian operates under a charter form of government and its city manager, city attorney, and city clerk are charter officers. The charter requires the city council to meet once a month, but

meetings are usually held twice monthly with charter officers being required to attend the meetings. Additionally, the city manager requires the attendance of IT personnel to facilitate the broadcast of meetings to the public. Meetings typically start at 6:00 p.m. and are broadcast live.

Parris, Gilliams, and Charles Mauti were elected to the council in November 2019. According to Mauti, they had a common interest: controlling growth. Councilmembers elected Ed Dodd as mayor. Mauti voted for Dodd, but in the ensuing months he had second thoughts. Gilliams confided in Mauti that he wanted to serve as mayor.

In the wake of the pandemic's arrival in the spring of 2020, changes were made to how meetings were held. Prior to that, the routine was the following. The meeting agenda was typically published to the public no later than the Friday before the meeting. City staff customarily set up 125 chairs in the meeting room, which can accommodate up to 420 people, and the doors to the meeting room were unlocked. When councilmembers were ready to begin the meeting, the mayor would "hit [a] button" and could see that the meeting was being broadcast. Doors to the meeting room were kept locked "all the time except for when we have meetings." When no meeting was being held, city officials with a passkey could enter the locked meeting room doors, but the doors automatically locked thereafter.

Beginning with a meeting held in March 2020, the city utilized the Zoom platform, and it "moved the public outside into the courtyard in order to maintain the social distancing." Speakers were placed outdoors "so that people could listen" to the meeting being held indoors. Additionally, members of the public who wished to be heard were escorted indoors and then back to the courtyard once they finished speaking. As one city employee explained, "We were trying to get creative, trying to make sure the public had every opportunity to be able to participate in these meetings."

Also in March 2020, Mayor Dodd signed an emergency declaration giving the city *1182 manager the authority to cancel meetings. According to another councilmember, Jim Hill, the council "made it very clear to the city manager that if ... he wasn't able to hold a safe meeting" or if there were no emergency issues to be addressed, he could cancel an upcoming meeting.

The charges which the state brought against Parris were based on the facts surrounding the city council meeting scheduled for April 22, 2020, and the events that followed. As the April 22 meeting approached, the city received "an extraordinary amount of emails" from residents who felt it would be prudent to cancel the meeting for public health reasons even though "hot button" topics were on the meeting agenda that had generated much interest from the public. Two of the five councilmembers, including the mayor, advised the city manager that he should cancel the meeting.

In the days leading up to the scheduled April 22 meeting, councilmembers and charter officers communicated regarding whether the April 22 meeting would go forward. On April 19, Gilliams emailed the city manager, requesting he not cancel the meeting, and he advised he would request an emergency meeting if the meeting was canceled. The next day, Gilliams emailed the IT manager, the city manager, and the city attorney, requesting an emergency/special meeting. Councilmember Mauti also emailed the city manager and councilmembers on April 20, stating that he did not agree to cancel the April 22 meeting and he planned to attend.

Meanwhile, the city's staff continued to prepare for the April 22 meeting. The meeting date and time and the agenda had been publicized to the city's residents. The agenda for the meeting contained the typical items: invocation, recitation of the Pledge of Allegiance, roll call, announcements, proclamations, and other routine matters. The agenda also included a resolution related to pandemic protocol, a quasijudicial hearing to be conducted by the council in its capacity as the Board of Adjustment, a proclamation related to the retirement of the chief of police, and Mauti's request to replace the mayor.

At 2:36 p.m. on April 22, the city manager notified the councilmembers, city attorney, and city clerk by email that he was postponing the meeting:

Based on the consensus of the City Council and the authority granted by the Declaration of Local State of Emergency, I am directing that the meeting of April 22, 2020 be postponed and all items carried forward to the next regularly scheduled meeting.

The meeting was canceled because it became apparent that contentious topics on the agenda were going to draw a large crowd, and the city was "expecting more public than we could accommodate and maintain Sunshine." Additionally, the city was still fine-tuning accommodations it would provide to comply with pandemic restrictions and the Sunshine Law.

Upon being told by the city manager of the meeting's cancellation, the city clerk notified city residents who were on her email list, department heads, the police chief, and the IT staff, as the latter were preparing the room and courtyard for the meeting. Staff "started putting equipment away," and a notice of the cancellation was posted on the city's website, its broadcast channel, and on the doors to city hall. The city clerk left city hall at 4:30 p.m.

Gilliams was aware the meeting had been canceled, but a city resident, Russell Herrmann, informed him that Gilliams's "supporters" were gathering at city hall and "they want to have a rally." Gilliams decided to go and went to city hall dressed in casual clothing and carrying his bullhorn. *1183 Herrmann called Parris at about 5:10 p.m. to let her know about the rally. She responded that it was "late notice" but she would try to attend. Over at city hall, Gilliams informed residents who had turned out that the meeting had been canceled but they were going to proceed with the meeting once Parris arrived.

Mauti also went to city hall. He was dressed in a suit and ready for a meeting. He was surprised to see a number of people standing outside, as "usually people enter the town hall." He asked Gilliams "what was going on," and Gilliams told him there was a sign posted on the door announcing the meeting was "postponed or canceled." The city hall doors were locked, but Gilliams used a passkey to gain access. None of the charter officers were there, and the meeting room was dark and not set up for a meeting. When Parris showed up, dressed "[i]mpeccably," Gilliams advised them they had a quorum for a meeting and could proceed.

At about 6:00 p.m., Mayor Dodd went to city hall to see if any residents had not received word of the canceled meeting. He saw supporters of Gilliams, Parris, and Mauti standing in the courtyard and signs were taped to the city hall doors announcing the cancellation of the meeting. Upon being told councilmembers were in the chambers, Mayor Dodd knocked on the doors, as they were locked. Gilliams let him in, and he saw that Mauti was also present. Mayor Dodd warned Gilliams and Mauti he would call law enforcement, but Gilliams told him to "go ahead." When Mayor Dodd went back into the courtyard, he saw Parris. Mayor Dodd left, as he was concerned he would violate the Sunshine Law if he remained.

Back in the city hall meeting room, Mauti and Gilliams worked on their agenda that was "limited to the reorganization

of the city council and the firing of certain members." Some residents entered the meeting room, including supporters of Gilliams, Mauti, and Parris. But other residents were locked out. Mauti, Gilliams, and Parris proceeded to hold a meeting, and they voted on matters that were not on the previously publicized agenda. They voted to do the following: terminate the employment of the city manager, the city attorney, and the city clerk; modify the emergency declaration so that the city manager was not authorized to cancel meetings; "rescind the mayor" and seat Gilliams as mayor; and "retain a[n] outside attorney for the next meeting" and suspend the city attorney. One of the residents watching warned, "Here come the police," and the meeting was hastily adjourned.

An investigator with the State Attorney's Office, Ed Arens, was assigned to investigate written complaints filed by Parris and Gilliams regarding the city manager's cancellation of the meeting. Arens found it suspicious that their complaints matched and, on April 24, Arens met with and interviewed Parris. Arens broached the subject of the April 22 meeting being canceled, and Parris stated she "had mixed messages that entire day" and received "numerous ... conflicting phone calls and emails from the ... city manager ... that day." She also indicated she did not have any communications with Gilliams or Mauti that violated the Sunshine Law. She claimed that on April 22, she was studying the agenda between 4:00 and 5:30 p.m. to prepare for that day's meeting. Arens obtained telephone records and confirmed no calls were made from the city manager to Parris on April 22. Arens also looked at Parris's Facebook page. At 4:24 p.m. on April 22, about two hours after the city manager announced the cancellation of the meeting, Parris posted a photo of herself in a car with the caption, "cancel me." During a subsequent interview, Parris explained *1184 that the noticed meeting was canceled "incorrectly," as she did not receive 24 hours' notice. She denied being aware of the city manager's email, as she was preparing for the meeting.

City residents testified at trial that they had planned to attend the meeting but did not go upon receiving the cancellation email or seeing the notice on the city's website. Other residents did not learn of the cancellation until they arrived at city hall.

Analysis

Sunshine Law Violation

Parris was charged with a violation of the Sunshine Law, which provides as follows in pertinent part:

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision ... at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

•••

(3)(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree

§ 286.011, Fla. Stat. (2019). Specifically, Parris was alleged to have violated the Sunshine Law by holding a meeting that was not open to the public and without reasonable notice. She was also charged with perjury based on statements to Arens in her April 24 interview.

Turning to the issues raised on appeal, we must reject as meritless Parris's first argument that the Sunshine Law is unconstitutionally vague. Parris contends that because the phrases "reasonable notice" and "open to the public at all times" are not defined in section 286.011, Florida Statutes (2019), she did not know what conduct was prohibited, and, thus, her constitutional right to notice of prohibited conduct was violated.²

"[I]n order to withstand a vagueness challenge, a statute must provide persons of common intelligence and understanding adequate notice of the proscribed conduct. Additionally, the statute must define the offense in a manner that does not encourage arbitrary and discriminatory enforcement." *DuFresne v. State*, 826 So. 2d 272, 275 (Fla. 2002) (citations omitted). "However, '[t]he legislature's failure to define a statutory term does not in and of itself render a penal provision unconstitutionally vague. In the absence of a statutory definition, resort may be had to case *1185 law or related statutory provisions which define the term' " *Id.* (alterations in original) (quoting *State v. Hagan*, 387 So. 2d 943, 945 (Fla. 1980)). "[I]n cases where the exact meaning of a term was not defined in a statute itself, we have ascertained

its meaning by reference to other statutory provisions, as well as case law or the plain and ordinary meaning of a word of common usage." *Id*.

With respect to "reasonable notice," "reasonable" is defined, in part, as "fair and sensible" and "as much as is appropriate or fair in a particular situation." *Oxford Am. Dictionary & Thesaurus*, 1079 (2d ed. 2009). "Notice" is defined, in part, as "information or warning that something is going to happen," "a sheet or placard put on display to give information," and "a small announcement or advertisement published in a newspaper." *Id.* at 880.

This court's interpretation of the phrase "reasonable notice" is consistent with these definitions. In Transparency for Florida v. City of Port St. Lucie, 240 So. 3d 780, 786 (Fla. 4th DCA 2018), we looked to Florida Attorney General opinions interpreting what constitutes sufficient notice under the statute. These opinions have provided that what satisfies "reasonable notice" "is variable and depends on the facts of the situation," but "special meetings should have at least 24 hours reasonable notice to the public." *Id.* (quoting Op. Att'y Gen. Fla. 2000-08 (2000)). Further, a Florida Attorney General opinion "finds that the type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected." Id. at 787 (citing Op. Att'y Gen. Fla. 73-170 (1973)). We also noted that the Attorney General addressed the term "reasonable notice" in its Government-In-The-Sunshine Manual, which provides as follows:

- 3. Except in the case of emergency or special meetings, notice should be provided at least 7 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances.
- 4. Special meetings should have no less than 24 and preferably at least 72 hours reasonable notice to the public. *Id.* (quoting 39 Government-in-the-Sunshine Manual, § (D) (4)(a)3., 4. (2017)). This court concluded that "[w]here there is no specific legislative directive as to what constitutes reasonable notice as a matter of law, we agree with the Attorney General that it is a fact specific inquiry." *Id.* (reversing and holding summary judgment was improper where there was a disputed issue of fact as to whether 21.5 hours' notice was reasonable under the circumstances).

Few appellate cases have addressed the issue of what constitutes reasonable notice, but the First District Court of Appeal has held that notice of a special meeting was

reasonable where the special meeting was announced at the previous meeting and on a local radio station three days prior. the city posted the meeting agenda outside of city hall and delivered copies to the local media two days prior, and the media published an article regarding the meeting the day before. Yarbrough v. Young, 462 So. 2d 515, 516-17 (Fla. 1st DCA 1985). The First District has also held that a complaint made a prima facie showing of violation of the Sunshine Law by alleging that a public meeting regarding the appointment of a committee to study the operation of a regional utility authority was held without reasonable notice to the public where the meeting was held after approximately 1.5 hours' notice to the media. Rhea v. City of Gainesville, 574 So. 2d 221, 222 (Fla. 1st DCA 1991); see also *1186 Fla. Citizens All., Inc. v. Sch. Bd. of Collier Cnty., 328 So. 3d 22, 28 (Fla. 2d DCA 2021) (applying the analysis of *Transparency for* Fla. and holding that "burying a notice inside a committee application and calendar on the instructional materials page of the District's website is an unreasonable way to give public notice of a meeting").

Next, with respect to the phrase "open to the public," the word "open" is defined, in part, as "exposed to view or attack; not covered or protected," "admitting customers or visitors; available for business," "accessible or available," "frank and communicative," and "not disguised or hidden." *Oxford Am. Dictionary & Thesaurus* at 901. "Public" is defined, in part, as "relating to or available to the people as a whole." *Id.* at 1043.

Case law also provides guidance as to the meaning of "open to the public." In *Rhea v. School Board of Alachua County*, 636 So. 2d 1383 (Fla. 1st DCA 1994), the court entertained whether a workshop held in Orlando by the Alachua County School Board while attending a convention violated the Sunshine Law's requirement that official action occur in a meeting open to the public. *Id.* at 1384. Although the board advertised the meeting in a Gainesville newspaper and stated that all persons were invited, it was more than 100 miles away from the board's headquarters. *Id.*

The First District recognized that the statute does not define "public," but that "[i]n construing a statute, words that are undefined by the statute should be given their plain and ordinary meaning." *Id.* at 1385. The court looked to the dictionary definition of "public" as "of, relating to, or affecting the people as an organized community; a place accessible or visible to all members of the community; an organized body of people: community, nation; a group of people distinguished by common interests or characteristics."

Id. (citing Webster's 3d New Int'l Dictionary 1836 (1981)). Applying the plain and ordinary meaning of the word to the case before it, the court held that "the relevant 'public,' the community that would be affected by the Board's official actions, is Alachua County." Id. The court recited factors to be considered in determining whether the public was provided a reasonable opportunity to attend a meeting that is subject to the Sunshine Law: the interests of the public in having a reasonable opportunity to attend the meeting, the board's need to conduct a meeting at a site beyond the county boundaries, the extent of the distance from the usual meeting place, and any good faith action by the board to minimize the expense and inconvenience of the public in attending the out-ofcounty meeting. *Id*. Applying the test to the case before it, the court held the meeting held in an Orlando hotel room violated the Sunshine Law, as it did not afford the citizens of Alachua County a reasonable opportunity to attend. Id. at 1386; see also Bigelow v. Howze, 291 So. 2d 645, 646-48 (Fla. 2d DCA 1974) (holding that trial court properly declared public contract void where committee members who were members of the public body violated Sunshine Law by deliberating on a committee's recommendations while in Tennessee and then conducting a related meeting in a public room at a Florida hotel, since the "requisite advance notice and the reasonable opportunity [for the public] to attend did not exist").

More recently, in *Herrin v. City of Deltona*, 121 So. 3d 1094 (Fla. 5th DCA 2013), the court wrote that "[t]he phrase 'open to the public' most reasonably means that meetings must be properly noticed and reasonably accessible to the public, not that the public has the right to be heard at *1187 such meetings." *Id.* at 1097.³

Here, the lack of definitions for "reasonable notice" and "open to the public" in the statute do not render it unconstitutionally vague. To the extent the language requires any interpretation, the well-established case law and the plain and ordinary meaning of the terms provide ample guidance. Applying these definitions to the evidence here, sufficient evidence showed that Parris knowingly participated in a meeting that was not "open to the public" and for which "reasonable notice" was not given.

Perjury Charge

We also reject Parris's second argument that the state did not prove the perjury charge against her in count VI where the investigator's questioning was imprecise.

The crime of perjury is codified in section 837.012, Florida Statutes (2019), which provides that "[w]hoever makes a false statement, which he or she does not believe to be true, under oath, not in an official proceeding, in regard to any material matter shall be guilty of a misdemeanor of the first degree." "The statement alleged to be perjury must be one of fact, and not of opinion or belief." Vargas v. State, 795 So. 2d 270, 272 (Fla. 3d DCA 2001). "The questions posed to elicit perjured testimony must be asked with the appropriate specificity necessary to result in an equally specific statement of fact." Cohen v. State, 985 So. 2d 1207, 1209 (Fla. 3d DCA 2008). "Precise questioning is imperative as a predicate for the offense of perjury." Id. (quoting Bronston v. United States, 409 U.S. 352, 362, 93 S.Ct. 595, 34 L.Ed.2d 568 (1973)). A statement regarding a person's recollection is not an assertion of empirical fact that can support a perjury conviction. McAlpin v. Crim. Just. Stds. & Training Comm'n, 155 So. 3d 416, 421 (Fla. 1st DCA 2014). "[A]n initially false statement ... can be further explained so that the statement taken as a whole is not perjury." *Id*. "The typical manner of proving perjury is to have two conflicting sworn statements by the same person." Id.

Here, the perjury charge against Parris alleged in count VI of the information was based on her statements in the first half of the April 24 interview by Arens, and it alleged that Parris "falsely told a law enforcement officer that on April 22, 2020, she had several telephone conversations with City Manager Paul Carlisle concerning whether the April 22, 2020 Sebastian Council meeting was postponed or canceled." During this interview, Arens communicated his understanding that the April 22 meeting had been canceled, and Parris volunteered that she had "mixed messages that entire day" and "received numerous phone calls, conflicting phone calls and emails from the ... city manager ... that day." She "wish[ed]" he had sent her "all email," but "[h]e chose to call me on my phone a few times." She was "under the impression that there were two meetings scheduled by 5:00," so she "got dressed and went to city hall ... and I went into my meeting." Arens stated that *1188 he thought the city manager sent an email "to all of you" at 2:30 p.m. canceling the meeting, and Parris responded, "There were several phone calls after that."

We hold sufficient evidence showed that Parris made a false statement when she asserted that she had received numerous phone calls and emails from the city manager on April 22. At trial, the state's evidence included phone records showing that the city manager never called Parris on April 22. Arens's statements and questions, and Parris's responses, read in

context, indicate Parris was asserting that the city manager called her several times on April 22 and gave her conflicting information as to whether the meeting was canceled. Based on these "mixed messages," she thought the April 22 meeting was still on, and she went to city hall. As the prosecutor showed the jury, Parris's statements conflicted with what the phone records actually showed.

Third, Parris argues that the state did not prove the perjury charge alleged against her in count V of the information. There, the state alleged that Parris "falsely told a law enforcement officer that she had no phone conversations with any other council members on April 22, 2020." We agree with Parris that the state's evidence fell short.

As evidenced at trial, during the interview, Arens and Parris took a break due to Arens's recorder's batteries running out of power. During the second half of the interview, the parties began discussing Arens's role at the State Attorney's Office. Parris then reminded Arens that he had been asking about the April 22 meeting being videotaped or held on the Zoom platform, and she volunteered that she had consulted with her doctor about whether she should attend public meetings, and she felt it was important to attend meetings in person. She also spoke about her conversations with the city manager and the city clerk regarding how to allow for public input during the pandemic.

After briefly changing topics, Arens asked the question that led to the statements related to count V: "[Y]ou've had a lot of phone calls you said from people that were trying to, or from people about the meeting happening. You said you received phone calls or texts or messages?" Parris responded, "No, it was the city manager." Arens sought to clarify: "Did you receive any phone calls or texts from Mr. Gilliam[s] or Mr. Mauti or anybody—". Parris interjected:

I'm not ... going to do that, no. That's the Sunshine Law. ... That was pounded into my head from day one. ... Not to talk to them. And I think it's odd because it makes it really hard to come to good solutions when you can't communicate. But I've asked even a gentleman from Rick Scott's office. He sat down and he was kind enough, when I came to office to greet me and ... explain everything and it is what it is because (indiscernible) I go out of my way to make sure I don't violate that.

This evidence does not reflect that Parris clearly indicated she "had no phone conversations with any other council members on April 22, 2020." The statements forming the

basis of count V were made during the second half of the interview, a significant amount of time after the April 22 meeting was referenced. Additionally, Arens asked Parris a broad question regarding whether she had conversations with members of the public pertaining to the April 22 meeting. Nothing in this broad question indicated that Arens was limiting Parris to phone calls and communications received on April 22 by other councilmembers. Parris's response to the unclear question was to state that she was referencing the city manager. Arens attempted *1189 to clarify that he was talking about the other councilpersons, but again, he failed to make it clear he was referencing April 22. Further, even if it could be said that Parris's response related to April 22, she did not make it clear that she had not spoken to the other councilmembers at all. Read in context, Parris seemed to be denying that she had any communications with them that violated the Sunshine Law.

Finally, we reject Parris's contention that her statements were not material. "'[M]ateriality' is not an element of the crime of perjury in Florida but is a threshold issue that a court must determine as a matter of law prior to trial." Vargas, 795 So. 2d at 272. "Material matter" means any subject, regardless of its admissibility under the rules of evidence, which could affect the course or outcome of the proceeding. Whether a matter is material in a given factual situation is a question of law." § 837.011(3), Fla. Stat. (2019). "To be material, statements must be germane to the inquiry, and have a bearing on a determination in the underlying case." Vargas, 795 So. 2d at 272. However, "[i]t is not essential that the false testimony bear directly on the main issue. It is sufficient if the false testimony is collaterally or corroboratively material to the ultimate material fact to be established." Gordon v. State, 104 So. 2d 524, 531 (Fla. 1958). Here, Parris's statements are material because the statements showed her intent to participate in a meeting that was not reasonably noticed and not open to the public at all times.

Conclusion

Based on the foregoing, we reverse Parris's perjury conviction on count V and we remand for the county court to vacate the count V conviction and sentence. We affirm with respect to all other issues.

Affirmed in part, reversed in part, and remanded with directions.

Klingensmith, C.J., and Warner, J., concur.

Ciklin, J., concurs specially with opinion.

Ciklin, J., concurring specially.

The majority opinion solidly stands for the "clinical" legal reasoning and academic analysis behind our decision to both affirm and reverse certain of the convictions that occurred before a jury below.

I think it is important, however, to issue a clarion call to the hundreds of Florida public officials who are subject to the Florida Sunshine Law. Indeed, as more and more individuals become Floridians and engage in civic involvement, our new citizens need to be fully aware of Florida's Sunshine Law. The appellate briefs filed in this case suggesting that the Sunshine Law is vague and unclear or that the law is weak and unprovable have given me pause and a commensurate urge to raise a warning flag. It has been many years since a comprehensive opinion has been issued by a Florida intermediate appellate court on the subject and, thus, perhaps this admonition is particularly timely.

It seems unlikely, in this unfortunate series of events, that former Sebastian City Councilmembers Pamela Parris and Damien Gilliams would have ever thought it imaginable that they would now be appealing criminal convictions for which they have been sentenced to serve jail time of two months and six months, respectively. My guess is, that in retrospect, they would have run away and resisted any temptation *1190 to get caught up in the excitement of the moment ... as, unfortunately, they ultimately did. These recent Indian River County Sunshine Law prosecutions and convictions illustrate actual examples of popularly elected local governing body officials being ordered to do real jail time in a real Florida county jail for the commission of a real Florida crime. Of course, whether elected or appointed is of no consequence. The Florida Sunshine Law applies equally to all.

After now engaging in significant research on the law itself, plus sitting for oral argument on the topic in January, I have developed a concern that some government officials subject to the Sunshine Law may not fully appreciate the Law's meaning and/or the possible criminal penalties that lie in wait for those who carelessly fail to fully comprehend the Sunshine Law and abide by it. And this baffling complacency is not for want of official publications—including the current 360-page Government-In-The-Sunshine manual prepared by the

Florida Attorney General. 44 Government-in-the-Sunshine Manual (2022 ed.). To be sure, the briefings in these consolidated cases, and our majority opinion are considerably lengthy because the issues are complex and yet, paradoxically, not all that difficult to understand.

The scenario in this case is alarming. Three duly elected members of the Sebastian City Council who were not allowed to privately discuss foreseeable government issues did so anyway. They decided amongst themselves—as their personal protest to the mayor and city manager's decision to cancel a regularly scheduled city council meeting because of Covid—to enter the city council chambers and conduct the cancelled meeting anyway. Armed with a government-issued pass key, and in unlit city council chambers, these three city councilmembers took to the dais and purported to take official action at what in essence became a spontaneous, non-announced meeting of the three of them that lasted until the police showed up. That imprudent action was itself a flagrant violation of the Sunshine Law and a reading of the statute makes this conclusion abundantly clear.

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Even though ample publications, and just as many available seminars, meetings, discussions, and groups, are specifically charged with fully educating officials subject to the Sunshine Law (which, ironically all three charged city councilmembers attended), here are my very easy takeaways from the current state of the Florida Sunshine Law.

- *1191 1. Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.
- 2. There is rarely any purpose for a private meeting or communication between two or more government officials who are both are subject to the Sunshine Law. Those who engage in such activity widely open themselves to allegations that some aspect of the governmental decisional process has unlawfully occurred behind closed doors. Any aspect of the decisional process—ranging from whether to conduct a meeting in the first instance to the concept of terminating administrative staff to the seemingly inane decision as to which government officials will even make a motion to begin open public discussion—is part of the official decisional process and must be wide-open and advertised in advance to the public.
- 3. Under Florida law, there is no such thing as an "informal" conference or "unofficial" caucus or pass-you-in-the-hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such "innocuous" meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance. And whether done personally or through surrogates (such as aide-to-aide), such meetings are illegal under Florida's Sunshine Law.
- 4. Any attempt to distinguish between a "formal," "informal," "informational gathering-only," or "just a listening" meeting between two or more government officials—for purposes of determining whether the Sunshine Law applies—is by itself alien to the law's design, exposing it to the very evasions which it was designed to prevent.
- 5. Because a violation of Florida's Sunshine Law can be investigated and charged as a crime, all of those law enforcement and prosecutorial techniques, such as the issuance of subpoenas for cell phone records is but a signature away. In these cases, prosecutors easily gathered data and produced it for the jury showing numerous texts, emails, telephone conversations and voicemails over a wide-ranging period between all three

city councilmembers. The flow chart prepared by the prosecution and shown to the jury highlighted the dates of the calls, to whom they were made, the duration of the calls and the overall sequence of communications.

- 6. When in <u>any</u> doubt, as to whether a meeting or communication, either directly or indirectly between two or more government officials may be illegal under the Sunshine Law, the easy answer is: "LEAVE." *See City of Miami v. Berns*, 245 So. 2d 38, 41 (Fla. 1971) ("The evil of closed door operation of government without permitting public scrutiny and participation is what the law seeks to prohibit. If a public official is unable to know whether by any convening of two or more officials he is violating the law, he should leave the meeting forthwith.").
- 7. Lying, under oath, about any matter that is material to an alleged Sunshine Law violation is considered as

an additional crime of perjury and every individual lie constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 1 year in the county jail. Plus *1192 a \$1000 fine. Plus substantial court costs. Plus 12 months of probation. Per lie. And just as is the case with the underlying Sunshine Law crime, no statutory sentencing guidelines exist for this type of crime in Florida and thus consecutive jail sentences and consecutive probationary periods are permitted and within the trial judge's unfettered discretion.

All Citations

359 So.3d 1178, 48 Fla. L. Weekly D733

Footnotes

- We take up Gilliams's appeal in a separate opinion in case 4D21-2667.
- Parris asserts that the rule of lenity requires reversal. "When a court must construe an equivocal criminal statute, or when the statute is open to more than one interpretation and the court is otherwise unable to determine which interpretation was intended by the Legislature," as opposed to "arbitrarily choosing one of the competing interpretations, the rule [of lenity] provides that a court should apply the interpretation that treats the defendant more leniently." *Key v. State*, 296 So. 3d 469, 471 (Fla. 4th DCA 2020). However, application of the rule of lenity to a criminal statute typically involves competing interpretations. See, e.g., *Wooden v. United States*, U.S. ——, 142 S. Ct. 1063, 1069, 212 L.Ed.2d 187 (2022). Parris offers no possible competing interpretations nor any construction analysis, and, thus, her argument is more akin to an argument that a statute is unconstitutionally vague.
- Parris argues these cases are inapplicable as they do not involve a criminal violation of the Sunshine Law. Although our courts' discussion of the meaning of "reasonable notice" and "open to the public" is contained in civil cases, the discussion extends to the meaning of the phrase in the criminal law context. See Wolfson v. State, 344 So. 2d 611, 614 (Fla. 2d DCA 1977) (acknowledging that the definition of "official act" it relied on was "employed in a civil context," but observing that "we can think of no reasoning process which would compel the conclusion that it necessarily assumes a fatal vagueness when considered in a criminal context").
- The Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision." § 286.011(1), Fla. Stat. (2019).

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End of Document

SECTION B

SECTION I

From: Tricia Adams tadams@gmscfl.com @ Subject: Fwd: Reunion Paving Punch List Report Date: February 10, 2025 at 3:44 PM To: Syanne Hall shall@gmscfl.com

---- Forwarded message ----

From: James R. Curley <James@boydcivil.com>
Date: Mon, Feb 10, 2025 at 2:24 PM
Subject: Reunion Paving Punch List Report
To: Tricia Adams <<u>tadams@gmscfl.com</u>>
Cc: Steve Boyd <<u>steve@boydcivil.com</u>>, Kristen Trucco <<u>ktrucco@lathamluna.com</u>>, Alan Scheerer <<u>Ascheerer@gmscfl.com</u>>

Good afternoon,

Attached is an updated version of the punch list report with additional details about how these paving deficiencies were recognized and how each has been brought up to an acceptable level.

To address the speed hump sign locations. I have discussed this with Matt from All County Paving and he will be unable to move the signs without issuing a change order to do so. This will be due to an "Ahead" sign needing to be added along with the work associated with moving 24 signs. Understanding the board wants additional warning prior to the speed hump we could consider adding additional striping to the roadway as depicted below and found at the link. This is additional optional striping that is specified in the MUTCD

https://mutcd.fhwa.dot.gov/htm/2009/part3/fig3b_31_longdesc.htm

Thank you,



JAMES R. CURLEY, Senior Civil Engineer/Project Manager BOYD CIVIL ENGINEERING, INC.

p: 407-494-2693 Ext. 106 e: James@boydcivil.com w: www.BoydCivil.com

6816 HANGING MOSS ROAD, ORLANDO, FL 32807

Reunion Paving Update.docx





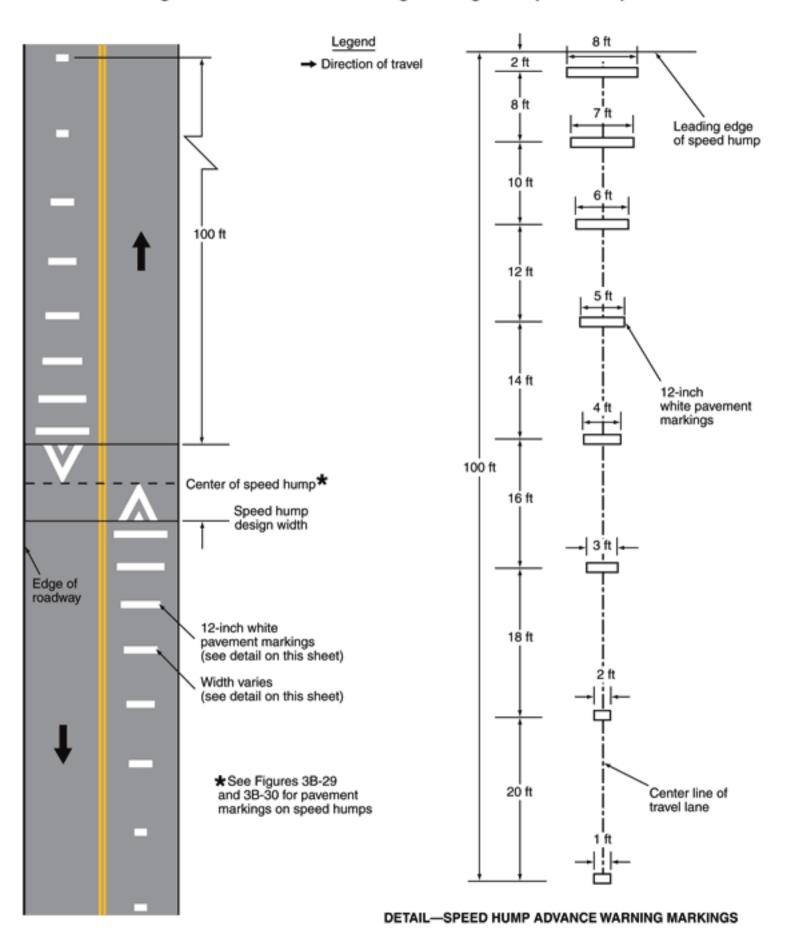
Paving Punch List Report

After paving operations were completed a number of deficiencies were noted by residents, board members, the district engineer and the paving crew itself. Several punch walks were performed as different phases of work were completed. As the paving and striping/signage crews have brought the deficiencies to an acceptable level the district engineer has inspected and signed off on each completed item. Below were the noted deficiencies and how each was addressed in bold.

- Speed hump installation was not uniform, and the edge / transitions needed to be
 addressed. Speed humps installed to low will be brought up to the 3" standard. A walk
 through was performed on 1/14 and all speed humps have been brought up to the 3" to
 3.5" standard. All speed humps are a minimum of 12' long and span the width of the
 roadway. All speed humps have been repainted with a better coat or reflective paint.
- Placement of Speen Hump signs that are obstructed from view will need to be relocated as
 part of the contractor punch list process. Some signs were placed behind trees or behind
 other warning signs. Blocked or obstructed signs have been moved to more visible
 locations.
- 3. Yellow centerline stripping between the round-a-bout and I-4 needs to be removed and corrected where the lines are not parallel and straight along the center of the roadway.
 Double Yellow centerline striping was blacked out and repainted to an acceptable condition. Lines are now straight and evenly painted.
- 4. Stains from asphalt tack on brick pavers at Reunion Grande need to be removed. **Crew will** be onsite prior to the end of February to finish cleaning brick pavers.
- 5. Double Yellow centerline striping on Grand Traverse Parkway from Tradition Blvd. to the Bridge was missing as part of the original painting. **This striping has now been completed.**



Figure 3B-31. Advance Warning Markings for Speed Humps



SECTION D

SECTION I

Reunion East Action Items

Meeting				
Assigned	Action Item	Assigned To	Status	Comments
2/13/20	Access to Reunion Village/Davenport Creek Bridge	Curley/Scheerer	In Process	Meyer construction portion of project completed July 2023. ACT/Guardian agreement executed. Permitting with Osceola County issued for construction. Permit for electrical work issued. Directional bore completed. Contractor on site December 2024. Infrastructure scheduled for installation in February.
	Pavement Management & Traffic Calming	Curley	In Process	Debrief on project presented 01.09.2025. Punchlist items in process.
5/22/23	RFID & Transponder at Reunion Village Gate	Scheerer	In Process	Approved 07.13.2023; RFID/prox card reader installed - transponder reader installed - dataline needs troubleshooting but pending legal work to verify ownership of guard house.

6/8/23	Determine Best Use of The Stables Parcel		In Process	Appraisal completed. District Engineer analysis of bond funds used completed. Proposal from bond counsel for tax analysis approved 01.09.2025 and analysis is pending.
8/10/23	Seven Eagles Fitness Center Mats & Equipment	Scheerer	In Process	Waiting for one treadmill as of 02.07.2025.
10/12/23	Confirm Intersection Design and Timing for OLWR & Spine Rd Intersection Improvement with OC	Curley	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.
12/14/23	Vertical Bridge for Access Easement to FDOT Parcel for Cell Tower	Trucco, Boyd	In Process	Developer funding agreement approved. Offer reviewed 09.12.2024 and BOS delegated further communication to the Chair. New offer approved 11.14.2024. Agreement pending finalization as of 01.09.2025.

	Review Property Ownership in Accordance			
12/14/23	with Development Plan	Trucco	In Process	
				Rental Fees to be reviewed
	HC & Stables			at Public Hearing February
7/11/24	Management Transition	Adams/Scheerer	In Process	2025.

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/CitizenAc cess/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/sinclairr oad	
	Monitor Old Lake Wilson Road Improvement Project			www.improveoldlakewilsonroad.com	
	Pavement Management & Traffic Calming	Curley	In Process	Debrief on project presented 01.09.2025. Punchlist items in process.	

	T	T.	T	1
8/10/23	Traffic Enforcement Agreement with OCSO (RE and RW)	Trucco	In Process	Acknowledgement Regarding Traffic Control Jurisdiction of Osceola County Sheriff's Office Approved by BOS 12.12.2024. 01.06.2025 Acknowledgement sent to OSCO.
12/14/23	Playground Project in RWCDD Encore Neighborhood	Scheerer	In Process	FY2025 Project. Proposal approved 11.14.2024. Legal agreement pending as of 12.06.2024. Easement agreement approved in substantial form November 2024. Board reviewed revised easement December 2024 and advised of needed changes. Pending signature 01.27.2025.
1/9/25	Feasibility of Additional Parking on White Marsh Way	Scheerer/Curley	In Process	
1/9/25	Identify S-Curves for center striping and bring back recommended locations to the Board	Curley	In Process	

SECTION II

Reunion East

Community Development District

Summary of Invoices

January 01, 2025 - January 31, 2025

Fund	Date	Check No.'s	Amount	
General Fund				
	1/9/25	6315-6330	\$	227,772.96
	1/16/25	6331-6341		231,607.05
	1/23/25	6342-6349		22,889.92
			\$	482,269.93
R&M Fund				
	1/9/25	278-279	\$	18,246.99
	1/23/25	280-281		38,869.65
			\$	57,116.64
Payroll				
	January 2025			
	Diane Davis	50800	\$	184.70
	John Dryburgh	50801		184.70
	June Wispelwey	50802		184.70
	Mark Greenstein	50803		184.70
	Trudy Hobbs	50804		184.70
			\$	923.50
	TOTAL		\$	540,310.07

PAGE 1

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25
*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND

*** CHECK DATES	01/01/2025 - 01/31/2025 *** GE BA	ENERAL FUND ANK A REUNION EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAM SUB SUBCLASS	E STATUS	AMOUNT	CHECK AMOUNT #
1/09/25 00095	1/06/24 15950 202501 320-53800-5 PDK CLOUD SUBSCRIP JAN25	57400	*	34.20	
	1/06/24 15950 202501 300-13100-1 PDK CLOUD SUBSCRIP JAN25	10100	*	25.80	
	12/27/24 S123120 202412 320-53800-5 INST.4BATTERY/RPLC BACKUP	57400	*	2,282.95	
	12/27/24 S123120 202412 300-13100-1 INST.4BATTERY/RPLC BACKUP	10100	*	1,722.23	
	INSI.4BAIIERI/RPLC BACKUP	ACCESS CONTROL SYSTEMS	LLC		4,065.18 006315
1/09/25 00134	1/03/25 4244 202412 310-51300-3 CDD MTG/PAVE CONST/STRIP				1 055 04 006016
-,-,-,-,-,-,-,-,-		BOYD CIVIL ENGINEERING	; INC 		1,255.84 006316
1/09/25 00194	12/12/24 2024164 202412 320-53800-4 INST.6DATA DRP/CABLE/PTCH			763.12	
	12/12/24 2024164 202412 300-13100-1 INST.6DATA DRP/CABLE/PTCH			575.68	
		ENRIQUE I SANTOS BIG I	DEAS CABLING		1,338.80 006317
1/09/25 00186	11/13/24 88413 202411 320-53800-5 SVC CALL-CP-RESET BARRIER	57400	*	139.65	
	11/13/24 88413 202411 300-13100-1	10100	*	105.35	
	SVC CALL-CP-RESEI BARRIER	HIDDEN EYES LLC DBA EN	VERA SYSTEMS		245.00 006318
1/09/25 00144	1/03/25 11430128 202501 320-53800-5 SVC CALL-MAIN BRKR-NO PWR	57400	*	62.13	
	1/03/25 11430128 202501 300-13100-1 SVC CALL-MAIN BRKR-NO PWR	10100	*	46.87	
	SVC CALL-MAIN BRAK-NO PWR	FRANK'S AIR CONDITIONI	NG, INC.		109.00 006319
1/09/25 00049	1/01/25 641 202501 310-51300-3 MANAGEMENT FEES JAN25	34000	*	4,414.50	
	1/01/25 641 202501 310-51300-3		*	105.00	
	1/01/25 641 202501 310-51300-3		*	157.50	
	INFORMATION TECH JAN25 1/01/25 641 202501 310-51300-3	31300	*	875.00	
	1/01/25 641 202501 310-51300-5		*	.27	
	OFFICE SUPPLIES 1/01/25 641 202501 310-51300-4	12000	*	37.69	
	POSTAGE 1/01/25 641 202501 310-51300-4	12500	*	.90	
	COPIES	GOVERNMENTAL MANAGEMEN	T SERVICES		5,590.86 006320

REUE REUNION EAST TVISCARRA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25 PAGE 2
*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND
BANK A REUNION EAST CDD

	BANK A REUNION	N EAST CDD			
CHECK VEND#INVOICE DATE INVOICE YE	.EXPENSED TO RMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
1/09/25 00079 12/11/24 10606998 202			*	48.34	
12/11/24 10606998 202			*	36.46	
MTHLY PEST	CONTROL DEC24 HOMETEAM PE	EST DEFENSE			84.80 006321
MTHLY PEST	2501 320-53800-46200		· *	424.29	
	E-SVEN EAG.COVE 2501 300-13100-10100		*	320.07	
EMERG PHONI 1/01/25 2900009 202	E-SVEN EAG. COVE		*	404.45	
EMERG PHONE	E-HC POOL B				
1/01/25 2900009 202 EMERG PHONI	2501 300-13100-10100 E-HC POOL B		*	305.11	
1/01/25 2900010 202 EMERG PHONE	2501 320-53800-46200 E-HC POOL A		*	404.45	
1/01/25 2900010 202 EMERG PHONE	2501 300-13100-10100		*	305.11	
			*	357.39	
1/01/25 2900649 202	2501 300-13100-10100		*	269.61	
EMERG PHONE	E-TERRACES KINGS III (OF AMERICA, INC.			2,790.48 006322
1/01/25 2900649 202 EMERG PHONE 1/01/25 2900649 202 EMERG PHONE 1/01/25 2900649 202 EMERG PHONE 1/09/25 00163 12/25/24 2063 202 PRS.WSH-STZ 12/25/24 2063 202 PRS.WSH-STZ 12/28/24 2064 202 PRS.WSH-HS 12/28/24 2064 202 PRS.WSH-HS 12/28/24 2064 202 PRS.WSH-HS 12/28/24 2065 202 PRS.WSH-SPZ	2412 320-53800-47500		*	2,223.00	
PRS.WSH-STA 12/25/24 2063 202	ABLE/HC/SE/P.L. 2412 300-13100-10100		*	1,677.00	
PRS.WSH-STA	ABLE/HC/SE/P.L. 2412 320-53800-47500		*	684.00	
PRS.WSH-HS	POOL/SE PARK				
12/28/24 2064 202 PRS.WSH-HS	POOL/SE PARK			516.00	
1/05/25 2065 202 PRS.WSH-SPA	2501 320-53800-47500 ARKLING/ANNIKAS		*	912.00	
1/05/25 2065 202	2501 300-13100-10100 ARKLING/ANNIKAS		*	688.00	
1/06/25 2066 202	2501 320-53800-47500 Γ-REUNION BLVD		*	228.00	
1/06/25 2066 202	2501 300-13100-10100		*	172.00	
PRS.WSH/TR	I'-REUNION BLVD PRESSURE WA	ASH THIS			7,100.00 006323
1/09/25 00192 12/26/24 1642 202		ASH THIS	*	557.74	
FINAL PAYM 12/26/24 1642 202	ENT-WINDOW CLN		*	420.75	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25 PAGE 3
*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND

*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND BANK A REUNION	EAST CDD		
CHECK VEND#INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME STATUS	AMOUNT	CHECK AMOUNT #
1/01/25 1659 202501 320-53800-43300	*	1,730.52	
POOL AMENITIES JAN25 1/01/25 1659 202501 300-13100-10100 POOL AMENITIES JAN25	*	1,305.48	
1/01/25 1659 202501 320-53800-43300	*	4,320.60	
POOL ATTENDANT JAN25 1/01/25 1659 202501 300-13100-10100	*	3,259.40	
POOL ATTENDANT JAN25 1/01/25 1659 202501 330-53800-43300	*	494.19	
HCCC CLEANING SRVC JAN25 1/01/25 1659 202501 300-13100-10100	*	372.81	
HCCC CLEANING SRVC JAN25 PG SERVICE G	ROUP LLC		12,461.49 006324
1/09/25 00103 1/01/25 01012025 202501 300-20700-10000 FY25 DEBT SRVC SER2015A	*	113,050.62	
F125 DEB1 SRVC SERZUISA REUNION EAST	CDD C/O USBANK		113,050.62 006325
REUNION EAST 1/09/25 00103 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2021			
F125 DEB1 SRVC SER2U21 REUNION EAST	CDD C/O USBANK		49,920.73 006326
1/09/25 00175 1/01/25 101835 202501 320-53800-46200 POOL MAINTENANCE JAN25	*	4,845.00	
1/01/25 101835 202501 300-13100-10100 POOL MAINTENANCE JAN25	*	3,655.00	
ROBERTS POOL	SERVICE AND REPAIR INC		8,500.00 006327
1/09/25 00054 1/01/25 2025JAN 202501 320-53800-34500 SECURITY SERVICES JAN25	*	6,650.00	
1/01/25 2025JAN 202501 300-13100-10100	*	5,016.66	
REUNION RESC	RT & CLUB MASTER ASSOC.		11,666.66 006328
1/09/25 00060 10/21/24 311492 202410 320-53800-46200 HC A-280BLEACH/30GAL ACID	*	581.29	
10/21/24 311492 202410 300-13100-10100 HC A-280BLEACH/30GAL ACID	*	438.51	
10/21/24 311494 202410 320-53800-46200 HS-330BLEACH/15GAL ACID	*	611.21	
10/21/24 311494 202410 300-13100-10100 HS-330BLEACH/15GAL ACID	*	461.09	
12/13/24 312716 202412 320-53800-46200 HS-QTRLY SAFETY INSPECT	*	138.23	
HS-QIRLY SAFELY INSPECT 12/13/24 312716 202412 300-13100-10100 HS-OTRLY SAFETY INSPECT	*	104.27	
119-AIVII OWLEII INOLECI			

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25 PAGE 4
*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND

CHICK DITTED	01/01/20	25 01/5.	1,2025			A REUNION	EAST CDD				
CHECK VEND# DATE	INV	OICE INVOICE	···EXP	ENSED TO. DPT ACCT	 # SUB	SUBCLASS	VENDOR NAME	Sī	ratus -	AMOUNT	CHECK
	12/13/24	312718				0			*	138.23	
		312718	202412		0-1010	0			*	104.27	
	12/13/24	HC A-QTI 312719	202412	320-5380	0-4620	0			*	402.42	
	12/13/24	HC B-QTI 312719	202412	300-1310	0-1010	0			*	303.58	
	12/13/24	HC B-QTI 312798	202412	320-5380	0-4620	0			*	945.06	
	12/13/24	TER-DRN 312798	202412	300-1310	0-1010	0			*	712.94	
	12/16/24	313080	202412	ID WASH/R 320-5380	0-4620	0			*	330.00	
	12/16/24	CP-RPLC 313080	202412	300-1310	0-1010	0			*	248.95	
	12/18/24	CP-RPLC 313126	202412	320-5380	0 - 4620	0			*	415.82	
	12/18/24	HS-CLR I 313126	202412	300-1310	0 - 1010	0			*	313.68	
	12/27/24	HS-CLR I 312717	202412	320-5380	0 - 4620	0			*	115.43	
	12/27/24	312717 CP-QTRL	202412	Y INSPECT 300-1310	0 - 1010	0			*	87.07	
	12/27/24	312720	202412	320-5380	0-4620	0			*	281.58	
	12/27/24	312720 TER-QTRI	202412	/RPLC VAL	0 - 1010	0			*	212.42	
	12/30/24	313361	202412	320-5380 /15GAL AC	0 - 4620	0			*	441.72	
	12/30/24	313361	202412	300-1310 15GAL AC	0 - 1010	0			*	333.23	
	12/30/24	313362 HS-320GA	202412	320-5380	0-4620	0			*	550.05	
	12/30/24	313362 HS-320G	202412	300-1310	0-1010	0			*	414.95	
	12/30/24	313363 TER-3300	202412	320-5380	0-4620	0			*	517.28	
	12/30/24					0			*	390.22	
				. DUEACH	SP	IES POOL	LLC				9,593.50 006330
1/16/25 00095	1/10/25	S123177	202501	320-5380 TROLLER/T	0-5740 ST	0	LLC 		*	477.58	-
	1/10/25	S123177	202501	300-1310 TROLLER/T	0-1010 ST	0			*	360.28	
					AC	CESS CONT	ROL SYSTEMS LLC				837.86 006331
-	-	-		-		-	-	· - ·	- -	-	- -

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25 PAGE 5 AP300R

*** CHECK DATES	01/01/2025 - 01/31/2025 *** GENERAL FUND BANK A REUNION EAST CDD			
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS 1/16/25 VOID 202501 000-00000-00000 VOID CHECK ******INVALID VENDOR NUME 1/06/25 5724 202501 320-53800-47200 HC A-RPLC ELECT.WIRE/BULB 1/06/25 5724 202501 300-13100-10100 HC A-RPLC ELECT.WIRE/BULB 1/06/25 5725 202501 300-13100-10100 HC A-RPLC ELECT.WIRE/BULB 1/06/25 5725 202501 300-13100-10100 HC A-RPLC ELECT.WIRE/BULB 1/06/25 5725 202501 300-13100-10100 HCCC-RPR PAVERS-TREE ROOT 1/06/25 5726 202501 300-13100-10100 HC B-RPLC TOILET FLNG/RNG 1/06/25 5726 202501 300-33100-10100 HC B-RPLC TOILET FLNG/RNG 1/06/25 5727 202501 300-13100-10100 HC B-RPLC TOILET FLNG/RNG 1/06/25 5727 202501 300-13100-10100 HC B-RPLC TOILET FLNG/RNG 1/06/25 5727 202501 300-13100-10100 HC B-RPLC TOILET FLNG/RNG 1/12/25 5733 202501 320-53800-47200 HC-RPLC KID LGHT FIX/BULB 1/12/25 5733 202501 320-53800-47200 HC-RPLC KID LGHT FIX/BULB 1/12/25 5734 202501 300-13100-10100 RPLC CEILING TILE-GUARDHS 1/12/25 5734 202501 300-13100-10100 RPLC CEILING TILE-GUARDHS 1/12/25 5735 202501 300-13100-10100 RPLC CEILING TILE-GUARDHS 1/12/25 5735 202501 300-13100-10100 HC B-RPLC FENCE CLIP/SCRW 1/12/25 6722 202501 300-13100-10100 HC B-RPLC FENCE CLIP/SCRW BERRY CONSTRUCTION INC.	STATUS	AMOUNT	CHECK
1/16/25 99999	1/16/25 VOID 202501 000-00000-00000	C	.00	
	******INVALID VENDOR NUMB	3ER****		.00 006332
1/16/25 00129	1/06/25 5724 202501 320-53800-47200	*	550.05	
	1/06/25 5724 202501 300-13100-10100	*	414.95	
	HC A-RPLC ELECT.WIRE/BULB 1/06/25 5725 202501 330-53800-47700	*	732.45	
	1/06/25 5725 202501 300-13100-10100	*	552.55	
	HCCC-RPR PAVERS-TREE ROOT 1/06/25 5726 202501 320-53800-47700	*	390.45	
	1/06/25 5726 202501 300-13100-10100	*	294.55	
	HC B-RPLC TOILET FLNG/RNG 1/06/25 5727 202501 320-53800-46200	*	2,949.75	
	1/06/25 5727 202501 300-13100-10100	*	2,225.25	
	FURN.20 UMBRELLA/STORE 18			
	1/12/25 5733 202501 320-53800-47200	*	265.05	
	1/12/25 5733 202501 300-13100-10100 HC-RPLC KID LGHT FIX/BULB	*	199.95	
	1/12/25 5734 202501 320-53800-57400	*	304.95	
	RPLC CEILING TILE-GUARDHS 1/12/25 5734 202501 300-13100-10100	*	230.05	
	1/12/25 5735 202501 320-53800-46200	*	247.95	
	HC B-RPLC FENCE CLIP/SCRW			
	1/12/25 5/35 202501 300-13100-10100 HC B-RDIC FENCE CLID/SCRW	*	187.05	
	BERRY CONSTRUCTION INC.			9,545.00 006333
1/16/25 00049	1/01/25 642 202501 320-53800-12000 FIELD MANAGEMENT JAN25 1/01/25 642A 202411 310-51300-35100 FEDEX-100 SECURITY PASSES GOVERNMENTAL MANAGEMENT SEF	*	3,838.58	
	FIELD MANAGEMENT JAN25	+	160.06	
	FEDEX-100 SECURITY PASSES	·	109.00	
	GOVERNMENTAL MANAGEMENT SER	RVICES		4,007.64 006334
1/16/25 00119	12/09/24 133035 202411 310-51300-31500	*	3,699.18	
	12/09/24 133035 202411 310-51300-31500 TRACT RW-3/02/05 BOND/GAT 12/09/24 133036 202411 310-51300-31500	*	243.00	

REUE REUNION EAST TVISCARRA

LATHAM LUNA EDEN & BEAUDINE LLP

FDOT WITHDRAWAL/AFFILIATE 12/09/24 133037 202411 310-51300-31500 EHOF ACQ/LRA/ROWSTAR EASE

5,629.00

9,571.18 006335

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25 PAGE 6

*** CHECK DATES	01/01/2025 - 01/31/2025 *** GENERAL FUND BANK A REUNION EAST CDD	ER CHECK REGISTER	KON 2/03/23	FAGE
		STATUS	AMOUNT	CHECK AMOUNT #
	12/12/24 10730120 202412 310-51300-48000	*	166.92	
	NOT.RULE DEVELOP 01/09/25 12/12/24 10730120 202412 310-51300-48000 RULE DEV/SPCL EVT 1/09/25	*	789.50	
	ORLANDO SENTINEL COMMUNICATION	N		956.42 006336
1/16/25 00103	1/10/25 01102025 202501 300-20700-10000 FY25 DEBT SRVC SER2015A	*	98,585.17	
	REUNION EAST CDD C/O USBANK			98,585.17 006337
1/16/25 00103	1/10/25 01102025 202501 300-20700-10800	*	43.533.10	
	FY25 DEBT SRVC SER2021 REUNION EAST CDD C/O USBANK 1/18/25 21869 202501 320-53800-46200			43,533.10 006338
1/16/25 00060	1/18/25 21869 202501 320-53800-46200 14-CHEMICAL CONTROLLER MS	*	798.00	
	1/18/25 21869 202501 300-13100-10100	*	602.00	
	14-CHEMICAL CONTROLLER MS SPIES POOL LLC 1/07/25 IV001711 202411 320-53800-47800			1,400.00 006339
1/16/25 00142	1/07/25 IV001711 202411 320-53800-47800 SVC CALL-NO DIAL TONE	*	230.85	
	1/07/25 IV001711 202411 300-13100-10100 SVC CALL-NO DIAL TONE	*	174.15	
	UNITED FIRE PROTECTION, INC.			405.00 006340
1/16/25 00030	1/01/25 825971 202501 320-53800-47300	*	29,023.29	
	LANDSCAPE MAINT JAN25 1/01/25 825971 202501 300-13100-10100	*	21,894.76	
	LANDSCAPE MAINT JAN25 1/01/25 825971 202501 320-53800-47300	*	7,235.94	
	LANDSCAPE PH 1-5 JAN25 1/01/25 825971 202501 300-13100-10100	*	5,458.69	
	LANDSCAPE PH 1-5 JAN25 1/01/25 825971 _ 202501 320-53800-47300	*	1,456.92	
	LDSCP STBL/POND/REC JAN25 1/01/25 825971 202501 300-13100-10100	*	1,099.08	
	LDSCP STBL/POND/REC JAN25 1/01/25 825971 202501 320-53800-47300	*	1,939.71-	
	W/O REMAINING PHASE JAN25 1/01/25 825971 202501 300-13100-10100	*	1,463.29-	
	W/O REMAINING PHASE JAN25 YELLOWSTONE LANDSCAPE-SOUTHEAS	ST LLC		62,765.68 006341
	1/15/25 S123655 202501 320-53800-57400 PLUG TRANSFORMER/TEST	*	195.23	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/05/25
*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND PAGE 7

*** CHECK DATES 01/01/2025 - 01/31/2025 *** GENERAL FUND BANK A REUNION EAST CDD			
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/15/25 S123655 202501 300-13100-10100 PLUG TRANSFORMER/TEST	*		
ACCESS CONTROL SYSTEMS LLC	!		342.50 006342
1/23/25 00186 1/02/25 750092 202501 300-15500-10000 ALARM MONITOR SRVC FEB25	*	745.08	
ALARM MONITOR SRVC FEB25 1/02/25 750092 202501 300-13100-10100 ALARM MONITOR SRVC FEB25	*	562.07	
ALARM MONITOR SAVE FEB25 HIDDEN EYES LLC DBA ENVERA	SYSTEMS		1,307.15 006343
1/23/25 00119 11/14/24 132831 202410 310-51300-31500	*	3,440.19	
ENFORCEMNT LAW/ALL CTY PV 1/14/25 134294 202412 310-51300-31500	*	2,538.18	
MTG/ETHICS/TRAFFIC CONTRL 1/14/25 134295 202412 310-51300-31500	*	1,379.50	
ACCESS EASE AGR/ROWSTAR LATHAM LUNA EDEN & BEAUDIN	IE LLP		7,357.87 006344
1/23/25 00180	*	159.60	
INSTALL 2-500WATT LAMP 1/14/25 17223 202501 300-13100-10100	*	120.40	
INSTALL 2-500WATT LAMP LAKE FOUNTAINS & AERATION,	INC.		280.00 006345
1/23/25 00163 1/23/25 2067 202501 320-53800-47500	*	2,992.50	
PRS.WSH-GATHER BLVD-SPARK 1/23/25 2067 202501 300-13100-10100	*	2,257.50	
PRS.WSH-GATHER BLVD-SPARK PRESSURE WASH THIS			5,250.00 006346
1/23/25 00060 11/12/24 312101 202411 320-53800-46200	*	738.92	
TER-INST.PLM150 FILTER 11/12/24 312101 202411 300-13100-10100	*	557.43	
TER-INST.PLM150 FILTER 11/18/24 312283 202411 320-53800-46200	*	176.70	
TER-INSP/ADJ.VALVE/TEST 11/18/24 312283 202411 300-13100-10100	*	133.30	
TER-INSP/ADJ.VALVE/TEST 1/09/25 313615 202501 320-53800-46200	*	579.83	
HC A-330GAL BLCH/DEGREASR 1/09/25 313615 202501 300-13100-10100	*	437.42	
HC A-330GAL BLCH/DEGREASR 1/09/25 313658 202501 320-53800-46200	*	535.80	
HC B-280GAL BLCH/30GA.ACD 1/09/25 313658 202501 300-13100-10100	*	404.20	
HC B-280GAL BLCH/30GA.ACD			

AP300R YEAR-TO-DA	E ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN	2/05/25	PAGE 8
*** CHECK DATES 01/01/2025 - 01/31/2025 ***	GENERAL FUND			

BANK A REUNION EAST CDD

	BANK A KEUNION EAST CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	E STATUS	AMOUNT	CHECK AMOUNT #
	1/13/25 313719 202501 320-53800-46200 SE-SPX1082CA B-152/DELIVR	*	45.51	
	1/13/25 313719 202501 300-13100-10100 SE-SPX1082CA B-152/DELIVR	*	34.34	
	1/16/25 313817 202501 320-53800-46200 HC A-SPX1082CA B-152	*	14.22	
	1/16/25 313817 202501 300-13100-10100 HC A-SPX1082CA B-152	*	10.73	
	CDITIG DOOL IIG			3,668.40 006347
1/23/25 00070	9/12/24 75324 202409 320-53800-47700 RMV GFI OUTLET/BLANK CVR	*	140.00	
	9/12/24 75324 202409 300-13100-10100 RMV GFI OUTLET/BLANK CVR	*	110.00	
	9/27/24 75742 202409 320-53800-46200 RMV/RPLC 4BULBS/TRNSFMERS	*	1,645.84	
	9/27/24 75742 202409 300-13100-10100 RMV/RPLC 4BULBS/TRNSFMERS	*	1,293.16	
	TERRY'S ELECTRIC INC			3,189.00 006348
1/23/25 00030	1/15/25 837544 202412 320-53800-47400 LINEAR PARK-PODOCRP/IXORA	*	852.15	
	1/15/25 837544 202412 300-13100-10100 LINEAR PARK-PODOCRP/IXORA	*	642.85	
	YELLOWSTONE LANDSCAPE-S	SOUTHEAST LLC		1,495.00 006349
	TOTA	AL FOR BANK A	482,269.93	
	TOTA	AL FOR REGISTER	482,269.93	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK *** CHECK DATES 01/01/2025 - 01/31/2025 *** R&M FUND BANK C REUNION EAST R&M	REGISTER	RUN 2/05/25	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME ST DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	TATUS	AMOUNT	CHECK AMOUNT #
1/09/25 00035 11/30/24 640 202411 320-53800-60000 RPLC EXISTING GYM FLOOR	*	4,382.99	
GOVERNMENTAL MANAGEMENT SERVICES			4,382.99 000278
1/09/25 00003 12/24/24 12241408 202412 320-53800-63000 30 LOUNGES/14 CHAIRS/4TBL	*	7,902.48	
12/24/24 12241408 202412 300-13100-10100 30 LOUNGES/14 CHAIRS/4TBL	*	5,961.52	
JNJ HOME SERVICES			13,864.00 000279
1/23/25 00015	*	20,274.70	
1/15/25 J121873 202501 300-13100-10100 INST.2 GATE SYSTM W/ RFID	*	15,294.95	
ACCESS CONTROL SYSTEMS LLC			35,569.65 000280
1/23/25 00001 1/18/25 57400 202501 320-53800-53000 RPLC 2 SECT.CNCRT-WILSON	*	1,881.00	
1/18/25 57400 202501 300-13100-10100 RPLC 2 SECT.CNCRT-WILSON	*	1,419.00	
BERRY CONSTRUCTION INC.			3,300.00 000281
TOTAL FOR BANK C		57,116.64	
TOTAL FOR REGISTER		57,116.64	

SECTION III

Community Development District

Unaudited Financial Reporting

December 31, 2024



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1 <u> </u>	Balance Sneet
2-3	General Fund Income Statement
4-5	Month to Month
6	Replacement & Maintenance Income Statement
7	Debt Service Series 2002A-2 Income Statement
8	Debt Service Series 2005 Income Statement
9	Debt Service Series 2015A Income Statement
10	Debt Service Series 2021 Income Statement
11	Capital Projects Series 2005 Income Statement
12	Capital Projects Series 2021 Income Statement
13	Long Term Debt
	FY25 Assessment Receipt Schedule

Community Development District

Balance Sheet December 31, 2024

		<i>C</i> 1	eneral Replacement & Maintenance Debt Service			C		Totals		
		General Fund	керіасеп	nent & Maintenance Fund		Debt Service Fund	сар	ital Projects Fund	Gova	rnmental Funds
		Tunu		i unu		i unu		runu	dove	mmentai i anas
Assets:										
Cash - Truist	\$	842,919	\$	588,036	\$	-	\$	-	\$	1,430,954
Investments:										
Series 2002A-2										
Reserve		-		-		3		-		3
Revenue		-		-		99,727		-		99,727
Series 2005										
Reserve		-		-		5		-		5
Revenue		-		-		191,138		-		191,138
Construction		-		-		-		11		11
Series 2015A										
Reserve		-		-		175,000		-		175,000
Revenue		-		-		2,443,020		-		2,443,020
Prepayment		-		-		39		-		39
Series 2021										
Reserve		-		-		1,116,155		-		1,116,155
Revenue		-		-		990,172		-		990,172
Construction		-		-		-		638,184		638,184
Investment - Custody		509,511		-		-		-		509,511
SBA - Operating		964,230		-		-		-		964,230
SBA - Reserve		-		3,885,006		-		-		3,885,006
Due from General Fund		-		-		167,971		-		167,971
Due from Reunion West		224,941		39,981		-		-		264,922
Prepaid Expenses		745		-		-		-		745
Total Assets	\$	2,542,345	\$	4,513,023	\$	5,183,231	\$	638,195	\$	12,876,794
Liabilities:										
	\$	53,576	\$	18,247	\$		\$		\$	71,823
Accounts Payable	Ф	1,323	Ф	10,247	ф	-	Ф	-	Ф	1,323
Contracts Payable Due to Debt Service 2015A		118,051		-		-		-		1,323
Due to Debt Service 2013A Due to Debt Service 2021		49,921		-		-		-		
				65,490		-		-		49,921
Due to Reunion West		55,599		05,490		- -		-		121,088
Accrued Principal Payment 2002A-2		-		-		5,220,000		-		5,220,000
Accrued Interest Payment 2002A-2		-		-		3,997,700		-		3,997,700
Accrued Principal Payment 2005		-		-		4,800,000		-		4,800,000
Accrued Interest Payment 2005		-		-		3,449,087		-		3,449,087
Total Liabilities	\$	278,468	\$	83,737	\$	17,466,787	\$	-	\$	17,828,992
Fund Balances:										
Assigned For Debt Service 2002A-2	\$	_	\$	_	\$	(9,117,970)	\$	_	\$	(9,117,970)
Assigned For Debt Service 2005	Ψ	_	Ψ	_	Ψ	(8,057,944)	Ψ	_	Ψ	(8,057,944)
Assigned For Debt Service 2005 Assigned For Debt Service 2015A		_		_		2,736,110		_		2,736,110
Assigned For Debt Service 2013A Assigned For Debt Service 2021		_		_		2,156,248		_		2,156,248
Assigned For Capital Projects 2005		_		-		2,130,240		11		
Assigned For Capital Projects 2005 Assigned For Capital Projects 2021		-		-		-		638,184		11 638,184
Unassigned Unassigned		2,263,877		4,429,286		-		030,104		6,693,163
Total Fund Balances	\$	2,263,877	\$	4,429,286	\$ (1	12,283,556.07)	\$	638,195	\$	(4,952,198)
Total Liabilities & Fund Equity	\$	2,542,345	\$	4,513,023	\$	5,183,231	\$	638,195	\$	12,876,794
1 7		, , , , , , , , , , , , , , , , , , , ,				, , , , ,		,		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2024

		Adopted		rated Budget		Actual				
		Budget	Thi	ru 12/31/24	Thru 12/31/24		Thru 12/31/24		1	/ariance
Revenues:										
Special Assessments	\$	2,008,852	\$	1,478,619	\$	1,478,619	\$	-		
Interest		24,000		6,000		18,242		12,242		
Miscellaneous Revenues		-		-		847		847		
Rental Income		6,000		1,500		3,410		1,910		
Total Revenues	\$	2,038,852	\$	1,486,119	\$	1,501,118	\$	14,999		
Expenditures:										
Administrative:										
Supervisor Fees	\$	12,000	\$	3,000	\$	1,800	\$	1,200		
FICA Expense		918		230		138		92		
Engineering Fees		30,000		7,500		5,192		2,308		
Attorney		75,000		18,750		26,007		(7,257)		
Arbitrage		1,350		-		-		-		
Dissemination Agent		10,500		2,625		2,625		-		
Annual Audit		4,600		-		-		-		
Trustee Fees		8,620		-		-		-		
Assessment Administration		7,875		7,875		7,875		-		
Management Fees		52,974		13,244		13,244		-		
Information Technology		1,890		473		473		0		
Website Maintenance		1,260		315		315		-		
Telephone		150		38		-		38		
Postage		1,500		375		261		114		
Printing & Binding		500		125		169		(44)		
Insurance		18,350		18,350		17,841		509		
Legal Advertising		5,000		1,250		956		294		
Other Current Charges		600		150		-		150		
Office Supplies		250		63		2		60		
Property Appraiser Fee		1,000		-		-		-		
Property Taxes		400		400		218		182		
Dues, Licenses & Subscriptions		175		175		175				
Total Administrative:	\$	234,912	\$	74,936	\$	77,291	\$	(2,355)		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2024

		Adopted	Pro	rated Budget		Actual			
		Budget	Thr	u 12/31/24	Thi	ru 12/31/24		Variance	
<u> Maintenance - Shared Expenses</u>									
Field Maintenance	\$	46,063	\$	11,516	\$	11,516	\$	0	
Property Insurance		69,608		69,608		63,567		6,041	
Telephone		8,550		2,138		4,443		(2,305)	
Electric		376,200		94,050		85,426		8,624	
Water & Sewer		41,262		10,316		7,086		3,229	
Gas		48,450		12,113		6,337		5,775	
Landscape - Contract		665,400		166,350		208,195		(41,845)	
Landscape - Contingency		28,500		7,125		11,461		(4,336)	
Pond Maintenance		14,250		3,563		2,898		664	
Irrigation Repairs & Maintenance		19,950		4,988		1,207		3,781	
Pool & Fountain Maintenance		205,428		51,357		55,213		(3,856)	
Building Repairs & Maintenance		17,100		4,275		7,332		(3,057)	
Contract Cleaning		59,622		14,906		18,156		(3,251)	
Fitness Center Repairs & Maintenance		7,923		1,981		1,661		319	
Gate & Gatehouse Maintenance		42,750		10,688		18,234		(7,547)	
Lighting		8,550		2,138		4,973		(2,836)	
Maintenance (Inspections)		1,995		499		912		(413)	
Operating Supplies		1,425		356		-		356	
Parking Violation Tags		285		71		-		71	
Pest Control		-		-		-		-	
Pressure Washing		28,500		7,125		2,907		4,218	
Repairs & Maintenance		17,100		4,275		4,631		(356)	
Roadways/Sidewalks/Bridge		22,800		5,700		4,808		892	
Security		121,905		30,476		23,840		6,636	
Signage		8,550		2,138		3,258		(1,120)	
Hurricane Expenses		-		-		3,524		(3,524)	
Total Maintenance - Shared Expenses	\$	1,862,166	\$	517,748	\$	551,587	\$	(33,839)	
Heritage Crossing Community Center									
Telephone	\$	3,819	\$	955	\$		\$	955	
Electric	Φ		Φ	5,700	Φ	2,549	Φ	3,151	
Water & Sewer		22,800							
		1,140		285		290		(5) 70	
Gas Trash Services		513		128		58			
		22,800		5,700				5,700	
Building Repairs & Maintenance									
		-		-		362			
Contract Cleaning		22,800		5,700		362 2,421		3,279	
Contract Cleaning Landscape - Contract		20,417		5,104		2,421		3,279 5,104	
Contract Cleaning Landscape - Contract Maintenance (Inspections)		20,417 641		5,104 160		2,421 - 1,009		3,279 5,104 (849)	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies		20,417 641 1,368		5,104 160 342		2,421 - 1,009		3,279 5,104 (849) 342	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control		20,417 641 1,368 684		5,104 160 342 171		2,421 - 1,009		3,279 5,104 (849) 342 (54)	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance		20,417 641 1,368 684 3,420		5,104 160 342 171 855		2,421 - 1,009 - 225 -		3,279 5,104 (849) 342 (54) 855	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control	\$	20,417 641 1,368 684	\$	5,104 160 342 171	\$	2,421 - 1,009	\$	3,279 5,104 (849) 342 (54) 855	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance	\$	20,417 641 1,368 684 3,420	\$	5,104 160 342 171 855	\$	2,421 - 1,009 - 225 -	\$	3,279 5,104 (849) 342 (54) 855	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Community Center Shared	\$	20,417 641 1,368 684 3,420	\$	5,104 160 342 171 855	\$	2,421 - 1,009 - 225 -	\$	3,279 5,104 (849) 342 (54)	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Community Center Shared Reserves		20,417 641 1,368 684 3,420 100,403		5,104 160 342 171 855 25,101		2,421 - 1,009 - 225 - 6,914		5,104 (849) 342 (54) 855	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Community Center Shared Reserves Capital Reserve Transfer	\$	20,417 641 1,368 684 3,420 100,403	\$	5,104 160 342 171 855 25,101	\$	2,421 - 1,009 - 225 - 6,914	\$	3,279 5,104 (849) 342 (54) 855 18,187	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Community Center Shared Reserves Capital Reserve Transfer Total Reserves	\$ \$	20,417 641 1,368 684 3,420 100,403 920,554	\$	5,104 160 342 171 855 25,101 920,554	\$	2,421 - 1,009 - 225 - 6,914 920,554	\$ \$	3,279 5,104 (849) 342 (54) 855 18,187	
Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Community Center Shared Reserves Capital Reserve Transfer Total Reserves Total Expenditures	\$ \$	20,417 641 1,368 684 3,420 100,403 920,554 920,554	\$	5,104 160 342 171 855 25,101 920,554	\$ \$ \$	2,421 - 1,009 - 225 - 6,914 920,554 920,554	\$ \$	3,279 5,104 (849) 342 (54) 855 18,187	

Community Development District

Month to Month

	 0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Tota
Revenues:													
Special Assessments	\$ -	\$ 213,351	\$ 1,265,269 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,478,619
Interest	6,652	5,861	5,729	-	-	-	-	-	-	-	-	-	18,242
Miscellaneous Revenues	847	-	-	-	-	-	-	-	-	-	-	-	847
Rental Income	560	2,280	570	-	-	-	-	-	-	-	-	-	3,410
Total Revenues	\$ 8,059	\$ 221,491	\$ 1,271,568 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,501,118
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ 1,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,800
FICA Expense	-	61	77	-	-	-	-	-	-	-	-	-	138
Engineering Fees	665	3,271	1,256	-	-	-	-	-	-	-	-	-	5,192
Attorney	12,519	9,571	3,918	-	-	-	-	-	-	-	-	-	26,007
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	
Dissemination Agent	875	875	875	-	-	-	-	-	-	-	-	-	2,625
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	
Assessment Administration	7,875	-	-	-	-	-	-	-	-	-	-	-	7,875
Management Fees	4,415	4,415	4,415	-	-	-	-	-	-	-	-	-	13,244
Information Technology	158	158	158	-	-	-	-	-	-	-	-	-	473
Website Maintenance	105	105	105	-	-	-	-	-	-	-	-	-	315
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	
Postage	67	52	143	-	-	-	-	-	-	-	-	-	261
Printing & Binding	-	-	169	-	-	-	-	-	-	-	-	-	169
Insurance	17,841	-	-	-	-	-	-	-	-	-	-	-	17,841
Legal Advertising	-	-	956	-	-	-	-	-	-	-	-	-	956
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	
Office Supplies	1	1	1	-	-	-	-	-	-	-	-	-	2
Property Appraiser Fee	-	-	-	-	-	-	-	-	-	-	-	-	
Property Taxes	-	218	-	-	-	-	-	-	-	-	-	-	218
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance - Shared Expenses													
Field Maintenance	\$ 3,839	\$ 3,839 \$	3,839 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,516
Property Insurance	63,567	-	-	-	-	-	-	-	-	-	-	-	63,567
Telephone	1,834	1,270	1,338	-	-	-	-	-	-	-	-	-	4,443
Electric	28,749	29,543	27,134	-	-	-	-	-	-	-	-	-	85,426
Water & Sewer	2,024	2,260	2,802	-	-	-	-	-	-	-	-	-	7,086
Gas	1,020	1,159	4,159	-	-	-	-	-	-	-	-	-	6,337
Landscape - Contract	44,402	98,510	65,283	-	-	-	-	-	-	-	-	-	208,195
Landscape - Contingency	559	10,050	852	-	-	-	-	-	-	-	-	-	11,461
Pond Maintenance	966	966	966	-	-	-	-	-	-	-	-	-	2,898
Irrigation Repairs & Maintenance	639	568	-	-	-	-	-	-	-	-	-	-	1,207
Pool & Fountain Maintenance	24,524	16,221	14,468	-	-	-	-	-	-	-	-	-	55,213
Building Repairs & Maintenance	3,704	3,172	456	-	-	-	-	-	-	-	-	-	7,332
Contract Cleaning	6,051	6,051	6,054	-	-	-	-	-	-	-	-	-	18,156
Fitness Center Repairs & Maintenance	898	-	763	-	-	-	-	-	-	-	-	-	1,661
Gate & Gatehouse Maintenance	3,370	2,812	12,052		-	-		-		-			18,234
Lighting		2,337	2,636		-	-		-		-			4,973
Maintenance (Inspections)	228	684		-	-	-	-		-	-		-	912
Operating Supplies	_	_	-	-	-	_	_	-	_	-	_	_	
Parking Violation Tags	_	-	-	-	-	-	-	-	-	-	-	-	
Pest Control		-	-	-	-	-	-	-	-	-	-	_	_
Pressure Washing	_	-	2,907	-	-	-	-	-	-	-	-	-	2,907
Repairs & Maintenance	1,573	_	3,058	_	_	_	_	_	_	_	_	_	4,631
Roadways/Sidewalks/Bridge	641	_	4,167	_	_	_	_	_	_	_	_	_	4,808
Security	7,947	7,947	7,947	_	_	_	_	_	_	_	_	-	23,840
Signage	2,933	219	105	_	_	_	_	_	_	_	_	_	3,258
Hurricane Expenses	3,128	396	103										3,524
	2,222												-,
Total Maintenance - Shared Expenses	\$ 202,595	\$ 188,004 \$	160,987 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	551,587
Heritage Crossing Community Center													
Telephone	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- ¢	- \$	- \$	_
Electric	φ -	1,542	1,007	- 4	- ψ	- 4	- y	- ф	- φ	- y	- ψ	- ф	2,549
Water & Sewer	-	1,542	145	-	-	-	-	-	-	-	-	-	2,349
Gas	-	32	26	-	-	-	-	-	-	-	-	-	58
		32		-	-	-	-	-	-	-	-	-	56
Trash Services			-	-	-	-	-	-	-	-	•	-	
Building Repairs & Maintenance	- 494	362 494	1,433	-	-	-	-	-	-	-	-	-	362 2,421
Contract Cleaning	494		1,433	-	-	-	-	-	-	-	-	-	
Landscape - Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance (Inspections)	228	781	-	-	-	-	-	-	-	-	-	-	1,009
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	48	128	48	-	-	-	-	-	-	-	-	-	225
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total HC Community Center Shared	\$ 771	\$ 3,484 \$	2,660 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,914
Reserves													
Capital Reserve Transfer	\$ -	\$ - \$	920,554 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	920,554
Total Reserves	\$ -	\$ - \$	920,554 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	920,554
	•			•			•	•		•		•	
Total Expenditures	\$ 248,060	\$ 211,014 \$	1,097,271 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,556,345

Community Development District

Replacement & Maintenance Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pro	rated Budget		Actual			
	Budget		Thr	Thru 12/31/24		Thru 12/31/24		Variance	
Revenues:									
Transfer In	\$	920,554	\$	920,554	\$	920,554	\$	-	
Interest		150,000		37,500		37,510		10	
Total Revenues	\$	1,070,554	\$	958,054	\$	958,064	\$	10	
Expenditures:									
Contingency	\$	600	\$	150	\$	120	\$	30	
Capital Outlay		1,424,850		356,213		119,472		236,741	
Total Expenditures	\$	1,425,450	\$	356,363	\$	119,592	\$	236,770	
Excess Revenues (Expenditures)	\$	(354,896)			\$	838,471			
Fund Balance - Beginning	\$	3,584,823			\$	3,590,815			
Fund Balance - Ending	\$	3,229,927			\$	4,429,286			

Community Development District

Debt Service Fund - Series 2002A-2

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopte	ed	Prora	ted Budget		Actual			
	Budge	t	Thru	12/31/24	Th	ru 12/31/24	Variance		
Revenues:									
Interest	\$	-	\$	-	\$	1,261	\$	1,261	
Total Revenues	\$	-	\$	-	\$	1,261	\$	1,261	
Expenditures:									
Series 2002A-2									
Debt Service Obligation	\$	-	\$	-	\$	-	\$	-	
Other Debt Service Costs		-		7,652		7,652		-	
Total Expenditures	\$	-	\$	7,652	\$	7,652	\$	-	
Other Sources/(Uses)									
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-	
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-	
Excess Revenues (Expenditures)	\$	-			\$	(6,391)			
Fund Balance - Beginning	\$	-			\$	(9,111,579)			
Fund Balance - Ending	\$	-			\$	(9,117,970)			

Community Development District

Debt Service Fund - Series 2005

Statement of Revenues, Expenditures, and Changes in Fund Balance

Adopted		Prorated	l Budget		Actual		
Budget		Thru 12	/31/24	Th	ru 12/31/24	V	ariance
\$	-	\$	-	\$	2,338	\$	2,338
\$	-	\$	-	\$	2,338	\$	2,338
\$	-	\$	-	\$	-	\$	-
	-		-		7,543		(7,543)
\$	-	\$	-	\$	7,543	\$	(7,543)
\$	-	\$	-	\$	-	\$	-
\$	-	\$	-	\$	-	\$	-
\$	-			\$	(5,205)		
\$	-			\$	(8,052,739)		
	\$ \$ \$ \$ \$ \$ \$ \$ \$	\$ - \$ - \$ \$ - \$ \$ - \$ \$ -	Budget Thru 12 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Budget Thru 12/31/24 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Budget Thru 12/31/24 Th \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$	Budget Thru 12/31/24 Thru 12/31/24 \$ - \$ 2,338 \$ - \$ 2,338 \$ - \$ 2,338 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 7,543 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Budget Thru 12/31/24 Thru 12/31/24 V \$ - \$ 2,338 \$ \$ - \$ 2,338 \$ \$ - \$ 2,338 \$ \$ - \$ 2,338 \$ \$ - \$ 7,543 \$ \$ - \$ 7,543 \$ \$ - \$ - \$ \$ - \$ - \$ \$ - \$ - \$ \$ - \$ - \$ \$ - \$ - \$ \$ - \$ - \$ \$ - \$ - \$

Community Development District

Debt Service Fund - Series 2015A

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pro	rated Budget		Actual		
		Budget	Thi	ru 12/31/24	Th	ru 12/31/24		Variance
Revenues:								
Special Assessments	\$	2,568,595	\$	1,886,878	\$	1,886,878	\$	_
Interest	Ψ	60,000	Ψ	15,000	Ψ	12,909	Ψ	(2,091)
merest		00,000		13,000		12,505		(2,071)
Total Revenues	\$	2,628,595	\$	1,901,878	\$	1,899,786	\$	(2,091)
Expenditures:								
Series 2015A								
Interest - 11/01	\$	465,500	\$	465,500	\$	465,500	\$	-
Principal - 05/01		1,685,000		-		-		-
Interest - 05/01		465,500		-		-		-
Total Expenditures	\$	2,616,000	\$	465,500	\$	465,500	\$	-
Other Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	12,595			\$	1,434,286		
Fund Balance - Beginning	\$	1,098,285			\$	1,301,823		
Fund Balance - Ending	\$	1,110,880			\$	2,736,110		

Community Development District

Debt Service Fund - Series 2021

${\bf Statement\ of\ Revenues,\ Expenditures,\ and\ Changes\ in\ Fund\ Balance}$

		Adopted	Proi	ated Budget		Actual		
		Budget	Thr	u 12/31/24	Thi	ru 12/31/24		Variance
Revenues:								
Special Assessments	\$	1,116,155	\$	833,205	\$	833,205	\$	_
Interest	*	60,000	*	15,000	4	16,988	4	1,988
Total Revenues	\$	1,176,155	\$	848,205	\$	850,193	\$	1,988
Expenditures:								
Series 2021								
Interest - 11/01	\$	331,821	\$	331,821	\$	331,821	\$	-
Principal - 05/01		455,000		-		-		-
Interest - 05/01		331,821		-		-		-
Total Expenditures	\$	1,118,643	\$	331,821	\$	331,821	\$	-
Other Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	57,513			\$	518,371		
Fund Balance - Beginning	\$	508,034			\$	1,637,877		
Fund Balance - Ending	\$	565,547			\$	2,156,248		

Community Development District

Capital Projects Fund - Series 2005

Statement of Revenues, Expenditures, and Changes in Fund Balance $\,$

	Adopted		Prorate	Prorated Budget		ctual		
	Ви	ıdget	Thru 12/31/24		Thru 12/31/24		Variance	
Revenues:								
Interest	\$	-	\$	-	\$	0	\$	0
Total Revenues	\$	-	\$	-	\$	0	\$	0
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	•	\$	-	\$	-
Excess Revenues (Expenditures)	\$	-			\$	0		
Fund Balance - Beginning	\$	-			\$	11		
Fund Balance - Ending	\$	-			\$	11		

Community Development District

Capital Projects Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	ed Budget		Actual		
	Вι	ıdget	Thru 1	2/31/24	Thru	12/31/24	V	ariance
Revenues:								
Interest Income	\$	-	\$	-	\$	7,121	\$	7,121
Total Revenues	\$	-	\$	-	\$	7,121	\$	7,121
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$		\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$		\$	-	\$	
Excess Revenues (Expenditures)	\$	-			\$	7,121		
Fund Balance - Beginning	\$	-			\$	631,063		
Fund Balance - Ending	\$	-			\$	638,184		

Community Development District

Long Term Debt Report

SERIES 2015A, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 4.000%, 5.000%, 5.000%

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

BONDS OUTSTANDING - 09/30/20 \$24,585,000
LESS: SPECIAL CALL 11/1/20 (\$5,000)
LESS: PRINCIPAL PAYMENT 05/1/21 (\$1,375,000)
LESS: PRINCIPAL PAYMENT 05/1/22 (\$1,450,000)
LESS: SPECIAL CALL 11/1/22 (\$10,000)
LESS: PRINCIPAL PAYMENT 05/1/23 (\$1,575,000)
LESS: PRINCIPAL PAYMENT 05/1/24 (\$1,600,000)

CURRENT BONDS OUTSTANDING \$18,570,000

SERIES 2021, SPECIAL ASSESSMENT BONDS

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

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

BONDS OUTSTANDING - 8/18/21 \$20,355,000
LESS: PRINCIPAL PAYMENT 05/1/22 (\$425,000)
LESS: PRINCIPAL PAYMENT 05/1/23 (\$435,000)
LESS: PRINCIPAL PAYMENT 05/1/24 (\$445,000)

CURRENT BONDS OUTSTANDING \$19,050,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2025

 Gross Assessments
 \$ 2,137,071.30
 \$ 2,727,133.88
 \$ 1,204,244.00
 \$ 6,068,449.18

 Net Assessments
 \$ 2,008,847.02
 \$ 2,563,505.85
 \$ 1,131,989.36
 \$ 5,704,342.23

ON ROLL ASSESSMENTS

							35.22%	44.94%	19.84%	100.00%
								2015A Debt	2021 Debt	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Service Asmt	Total
11/18/24	ACH	\$38,802.91	\$739.27	\$1,839.40	\$0.00	\$36,224.24	\$12,756.77	\$16,279.01	\$7,188.46	\$36,224.24
11/22/24	ACH	\$605,450.43	\$11,624.65	\$24,217.62	\$0.00	\$569,608.16	\$200,593.80	\$255,979.36	\$113,035.01	\$569,608.17
12/10/24	ACH	\$2.278.73	\$45.31	\$13.65	\$0.00	\$2,219.77	\$781.72	\$997.55	\$440.50	\$2,219.77
12/11/24	ACH	\$3,549,200.64	\$68.144.66	\$141,967.66	\$0.00	\$3,339,088.32	\$1.175.896.77	\$1,500,571.33	\$662,620.21	\$3,339,088.31
12/20/24	ACH	\$265,919.24	\$5,133.90	\$9,223.83	\$0.00	\$251,561.51	\$88,590.16	\$113,050.62	\$49,920.73	\$251,561.51
01/09/25	ACH	\$17,401.39	\$338.16	\$495.06	\$0.00	\$16,568.17	\$5,834.66	\$7,445.66	\$3,287.84	\$16,568.16
01/09/25	ACH	\$213,343.81	\$4,138.84	\$6,400.29	\$0.00	\$202,804.68	\$71,419.90	\$91,139.51	\$40,245.26	\$202,804.67
, ,						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$ 4,692,397.15	\$ 90,164.79	\$ 184,157.51	\$ -	\$ 4,418,074.85	\$ 1,555,873.78	\$ 1,985,463.04	\$ 876,738.01	\$ 4,418,074.83

77.45%	Net Percent Collected
\$ 1,286,267.38	Balance Remaining to Collect

SECTION IV

Reunion East and West R&M

Deferred Project List	Estimated Cost		Date
Seven Eagles Fountain #2 Refurbishment/Redesign	\$	20,000.00	Defer
Seven Eagles Fitness Center Equipment + Flooring	\$	79,280.00	in process - treadmill
Milling, Resurfacing, Traffic Calming, Striping, Stop Bars	\$	1,238,925.10	in process - punchlist
Access Control System at Reunion Village Gate	\$	20,000.00	in process
Reunion Resort/Reunion Village (Spine Road) Gate Access + Electrical	\$	205,000.00	in process
FY2025 Project List			
Heritage Crossing Community Center, Lighting System	\$	45,000.00	Proposal February
Seven Eagles Pool and Spa Lifts	\$	30,000.00	In process
Signage Replacement, Radar Speed	\$	67,531.00	In process
Encore RW Playgound	\$	140,000.00	In process
Terrace Pool Renovation/Resurfacing	\$	75,000.00	Proposal February
Pool Furniture	\$	15,000.00	As needed
Reunion Village No Parking Signs Phase 4&5	\$	40,000.00	TBD
Pool Heater Replacement Allowance	\$	24,000.00	As needed
Sidewalk Replacement	\$	75,000.00	As needed
HVAC Replacement Allowance	\$	25,000.00	As needed
Contingency	\$	100,000.00	As needed

\$ 2,199,736.10