

MINUTES OF MEETING  
REUNION WEST  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Reunion West Community Development District was held on Thursday, October 10, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

John Chiste	Chairman by phone
Mark Greenstein	Vice Chairman
Debbie Musser	Assistant Secretary
Michael Mancke	Assistant Secretary
David Burman	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Xabier Guerricogoitia	District Engineer
Alan Scheerer	Field Manager
Rob Stultz	Yellowstone Landscape
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order at 12:30 p.m. and called the roll. Mr. Greenstein, Mr. Burman, Ms. Musser and Mr. Mancke were present in person and Mr. Chiste was present by phone.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: Do any members of the public have comments for the Board? Hearing none,

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the September 12, 2019 Meeting**

Mr. Flint: Did the Board have any comments?

Mr. Greenstein: I thought they were good.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the Minutes of the September 12, 2019 Meeting Minutes were approved, as presented.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Security Services Interlocal**

Mr. d'Adesky: I tried to keep the Interlocal Agreement as simple as possible and very short. The previous Interlocal Agreement put security services into context. It was one of the services that was mentioned, but I wanted to make sure that we made it clear that Reunion West was consenting to Reunion East entering into the Provider Agreement on behalf of Reunion West. They are basically consenting to it being one agreement with the POA for security services. Once it's signed, it will be executed; hopefully by Reunion East, allowing them to enter into their Security Services Agreement, which has been worked on for over the past month.

Mr. Burman: That's where all of the details are?

Mr. d'Adesky: All of the details are in the actual Security Services Agreement that will be on the Reunion East CDD agenda.

On MOTION by Mr. Greenstein seconded by Mr. Burman with all in favor the Interlocal Agreement between the Reunion East CDD and Reunion West CDD for Security Services was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Aquatic Maintenance Agreement with Applied Aquatic Management, Inc.**

Mr. Scheerer: There's one pond that the CDD maintains on the west side of Reunion, off of Grand Traverse Parkway and the cul-de-sac by Wynstone Way. This contract will provide aquatic maintenance for the next 12 months for the same dollar amount with no increase. Staff recommends approval.

Mr. Mancke: There's a 3% minimum increase per year.

Mr. Scheerer: They have the ability to do it, but never done it.

Mr. Flint: We also have the ability to not renew or terminate with 30 days notice. They reserve that. Every once in a while, they will ask for the increase, but it's not every year. If they ask for it and we don't want to do that, then we can solicit other proposals.

On MOTION by Mr. Greenstein seconded by Mr. Chiste with all in favor the Aquatic Maintenance Agreement with Applied Aquatic Management for 12 months of aquatic maintenance for the pond on the west side of Reunion off of Grand Traverse Parkway and the cul-de-sac by Wynstone Way in the amount of \$1,584 was approved.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2019**

Mr. Flint: The Board previously selected Grau & Associates as the independent auditor. They provided pricing in their proposal when they were selected, which is consistent with the amount they provided and in accordance with the budget.

On MOTION by Mr. Chiste seconded by Mr. Greenstein with all in favor the Agreement with Grau & Associates to provide auditing services for Fiscal Year 2019 in the amount of \$5,200 was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Proposal from Fausnight Stripe & Line for Cross Walks and Stop Signs**

Mr. Flint: We obtained a proposal from Fausnight for work both in Reunion West and Reunion East. Alan, do you want to discuss the scope? He provided some maps to the Board.

Mr. Scheerer: There are actually four locations; three that were brought up at prior Board meetings. There is a crosswalk as you turn from Heritage Crossing Way to Reunion Boulevard. It never had any striping or pedestrian markings so we would like to include that. The first map is for Reunion West, coming from the I-4 bridge and the west guardhouse. The proposal includes two thermoplastic stop bars and two advanced warning signs, because traffic is going from east to west and from the guardhouse to the I-4 bridge without any stop signs. So, there will be some advanced warning signs along with some red flags. We asked them to add underneath each of the stop signs, a little sign, so when you get up to the stop sign, it indicates there is a four-way stop. There will also be, "Stop Ahead" signs with the flags as indicated. The other locations are Tradition Boulevard and Golden Bear Drive and an area right outside of Heritage Crossings. There is an existing crosswalk, the Reunion Boulevard crosswalk, but it has no markings. So, we asked them to include a thermoplastic crosswalk, pedestrian signs, directional arrows (picture with a pedestrian with an arrow pointed down), fluted pole with decorative backdrop as well as the base and finial. That's on the second map in the proposal. The next one is the Seven Eagles Way crosswalk. For the third map, there are two crosswalks in the center from Seven Eagles Way

to Grand Traverse Parkway; however, the back lot has now been used as an employee lot. We were asked to look at that and any additional signage and stop bars. The fourth map is for the intersection of Tradition Boulevard and Spine Road, where we will have additional stop bars, decorative signs, finial, backplates and advanced warning signs in both directions. The total cost of the project is \$12,300. On Grand Traverse Parkway, by the water park, there is a standalone sign in the middle, that's included in the proposal. I think it was \$410. It is an in-street pedestrian crossing with a base.

Mr. Greenstein: Is this funded in the Interlocal Agreement?

Mr. Flint: Yes. It would be proposed as a shared cost.

Mr. d'Adesky: It's the definition of a shared cost.

Mr. Scheerer: The main idea with the four-way stops is to provide advanced warnings. There will be galvanized posts on the east side was well, but they will be viewed as temporary signs. If the Board chooses to leave them there, we could change them over at some point to the decorative posts. Right now, the advanced warning signs will be galvanized with two flags saying, "Stop Ahead."

Mr. Flint: You may want to look at placing flags on the stop signs.

Mr. Scheerer: We can do that.

On MOTION by Mr. Greenstein seconded by Mr. Chiste with all in favor the proposal from Fausnight Stripe & Line for cross walks and stop signs in the amount of \$12,300 was approved.

## **EIGHTH ORDER OF BUSINESS**

### **Ratification of Series 2019 Requisitions #2 - #3**

Mr. Flint: Requisition #2 is for Greenberg, Traurig, P.A. for post-closing costs that were invoiced related to the Series 2019 bonds, which is now an eligible expense to be paid out of the Construction Acquisition Account. Then you have Requisition #3 for Boyd Civil Engineering related to review and assistance in preparation of Requisition #1 for \$1,050.

On MOTION by Mr. Chiste seconded by Mr. Greenstein with all in favor Requisitions #2 - #3 for Series 2019 were ratified.

## **NINTH ORDER OF BUSINESS**

### **Discussion of Landscape Maintenance - Added**

Mr. Flint: I provided a revised agenda to the Board. It is probably appropriate that both Reunion East and Reunion West have this discussion. The resort previously chose to terminate

their agreement with Yellowstone for landscape maintenance of the resort properties. More recently, my understanding is that they provided notice that the Property Owners Association (POA) or Master HOA provide a notice of termination to Yellowstone for the contract to maintain the single-family homes, as of December 1<sup>st</sup>. The reason this is relevant to the CDD's discussion, is when we jointly bid landscape maintenance several years ago, the POA, both CDDs, the resort and Encore participated in a joint bidding of landscape maintenance. We had an Evaluation Committee rank the proposals. Yellowstone was selected so we had one provider in the community. Related to that, was the sharing of the hub building on 532, where Yellowstone is currently housed. The desire at the time was to have the parties enter into a lease agreement for that facility. That way, if there was ever a change in the maintenance provider, the entities were always assured that they would have a location for the maintenance contractor. If Yellowstone entered into that Lease Agreement and they left, we may no longer have a place for the landscape providers to be housed. So now we are in a situation where each party has a separate Lease Agreement with the owner of the hub building. The way the agreement is worded, the total amount of the Lease Agreement is referenced and then discusses how that Lease Agreement will be prorated based on the relative size of each contract. So, when the initial contract was entered into by all of the parties, there was a proration, based on the landscape maintenance contracts at the time of the commencement of that contract. Our position is that those amounts and obligations still apply to all of the parties and the CDD would only be responsible for the amounts that the CDD agreed to pay.

Mr. d'Adesky: I want to be clear. It's not our position. It's the way it was structured at the beginning. The contract is very clear on this. The obligations are several and independent. There is no joint or shared liability. Each entity is liable for its own portion. In addition, any part that's unallocated, falls on the responsibility of the landowner. Reunion East and Reunion West share a single contract.

Mr. Flint: Right.

Mr. d'Adesky: And have privity of contract. So those are the parties we have to worry about.

Mr. Flint: That's good.

Mr. d'Adesky: It's not ambiguous.

Mr. Flint: The reason it's on here is not to argue the point about who is responsible for paying what. We believe it's clear; however, we have a practical issue where the entire

maintenance facility and some of the office space is reserved for a landscape contractor. It was assumed that there would be a single provider for everybody. There are certain parties that have chosen to make a change. That facility is not something you can just cut down the middle and say, "The resort and POA can use this half of the maintenance building and the CDD can use this half." Richard Nasser with Kingwood requested this item for the agenda for discussion by each Board. You have a current contract in place for maintenance and a current Lease Agreement, so if there's a desire to make a change, that would be a Board decision. If there's a desire to continue the way we are currently proceeding, that again is a Board decision.

Mr. Chiste: What is the term left on the lease?

Mr. d'Adesky: About two years, John.

Mr. Chiste: What is the full amount of that lease?

Mr. Flint: The annual amount of the contract is \$200,000.

Mr. d'Adesky: It comes out to approximately \$200,000.

Mr. Flint: For all parties.

Mr. Chiste: Unfortunately, there was always the ability to get with Yellowstone to complete the maintenance before the lease expired.

Mr. d'Adesky: It wasn't contingent upon Yellowstone. A landscaping contractor was envisioned, but what wasn't envisioned by the Board, was one or two parties going rogue, having a different vendor and trying to share that space. So what George is saying is that it's not an issue as long as the vendor, which is Kingwood, is not trying to share that space. I think the issue would come up if they were trying to utilize and share that space.

Mr. Flint: There's a Lease Agreement in effect.

Mr. d'Adesky: That's ambiguous. I haven't seen the POAs agreement with City Communities, LLC. as to the Landscaping Building Agreement, because that's a separate agreement. It's private between the Club and City Communities for the building. Those are separate and apart from the District's agreement. So, our position is that we are responsible for the District's portion and are going to continue to pay that portion. That's our obligation under the agreement.

Mr. Chiste: Understood. Thank you.

Mr. Greenstein: There are three components to it. We have indoor space.

Mr. d'Adesky: John, just so you know, the total for everything was \$223,870. Thank you.

Mr. Flint: Is there any discussion from the Board?

Mr. Greenstein: I know we took that route at the time, because we recognized the efficiencies of operation and economies of sales to be achieved. Benefits overall are on a tri-lateral basis. We have the CDD, Master Association and the resort. I said that we would bring in simultaneous procurement actions, allowing us to acquire Yellowstone across the Board. So, I guess my question, George, is you stated that the facility itself could not be partitioned, compartmentalized or whatever.

Mr. Flint: I haven't had an architect look at it. From a practical perspective, I'm not sure it can be a shared facility. If the parties were to get together and figure it out, it's possible that they could.

Mr. Greenstein: We addressed the financial obligation aspect of it, but it does have a tangible impact from an operational standpoint. Correct me if I'm wrong, Board Members, but we were not moving to take action to change our landscape contract. Right? We will review it at the appropriate time, unless their performance changed. The same thing with the Lease Agreement. I think the ball, in my opinion, is in in the Master Association's court and the resort's court, to evaluate the situation. Then we can get together and discuss this, in the same tri-lateral fashion that we did originally, the practicalities of the situation, the real impacts of the situation to move forward.

Mr. d'Adesky: I think what you are saying, Supervisor Greenstein, is that mechanically, the choice was made by the POA and the Club to do what they did, which was to switch vendors. The problem is if they want to utilize that space. That's their problem.

Mr. Chiste: I remember, in the total cost at that time, there was a savings from the maintenance company. It wasn't like the cost went up. It was to get similar type services. It was compatible with every other offer that we have out there. We broke it down between two components. We paid them separately for the housing of their offices and equipment, but it was a total package.

Mr. Greenstein: That's true. I refer to economies of scale. It was the savings achieved by having the entities providing for a maintenance facility. That eliminates the cost on the vendor.

Mr. d'Adesky: John, I see what you are saying, and you are definitely right. When we presented that information, the economies of scale were part of it and displaying those costs over the entities. That would be cheaper than going out and doing it ad hoc, with each entity doing its own thing. George correct me if I'm wrong, but once again, we talked about the lease component. That stays static because it's a separate obligation. I don't think as of this date, we received a



demand from our current landscape provider to increase the rates because of this. So, I don't think any motion is necessary from the CDD side.

Mr. Chiste: I agree.

Mr. Flint: The other thing the Board needs to keep in mind is as a government entity, we can't just go out and enter into a contract with someone else. The bidding threshold on maintenance is \$200,000.

Mr. d'Adesky: We clearly exceed the bidding threshold.

Mr. Flint: Yes, so we would have to go through a sealed bid process. There is no choice on that, that's only if the Board decided to do anything with their existing contract. There are no guarantees on who would be selected. You would have to bid it out and evaluate the responses.

Mr. Greenstein: Is there anything that anyone else would like to add? Personally, I don't see any action that the Board has to take. We discussed it and we will see where this takes us.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Flint: Do you have anything else, Andrew?

Mr. d'Adesky: I just want to note what I have been up to. There was one particular parcel that I had to spend time on. It's landlocked by 429 that was purchased by an entity other than Encore or an Encore affiliate. They had to go through some documentation to ensure that they had access through CDD property. They didn't understand what a CDD was, so I had to explain to them that our roads are public. They are wedged up against 429, towards the tip at the end of the development.

Mr. Greenstein: So, you are talking about the annexed piece.

Mr. d'Adesky: No. This is actually outside of the boundary of the CDD.

Mr. Greenstein: Is this the apartment complex?

Mr. d'Adesky: I don't think it's an apartment complex. This has enough space to build maybe two or three lots, maybe four lots maximum.

Mr. Flint: I think it's an acre and a half.

Mr. d'Adesky: It's a very small sliver that is outside the boundary of the CDD. We probably have to eventually enter into a cost share, once we figure out what they are building for use of our stormwater ponds and roads and all the appetences that feed in and service that project because it's outside of our boundary. However, they are in the acquisition phase. They wanted me to sign a letter and I had George do it, acknowledging that our roads are public, and anyone



can access them. We are not going to stop people from going over those roads and will do some general education for their attorney. I spent some time on that and I have some conveyances that I still need to clean up. I'm waiting on the title for those. That's all I've been working on.

Mr. Greenstein: So, it impacts Encore/Reunion West.

Mr. d'Adesky: It impacts Encore/Reunion West, but I bring it up because eventually there will be a cost share that the CDD will get for an offset of whatever is developed there. We need to know what the Development Plan is, how many lots are going in so George can come up with a methodology or some way of assessing them because they do need to pay.

Mr. Chiste: Mark, this property abuts 429 and it goes 60 feet into our project, but until our project starts, there's nothing they can put on this property because it's landlocked. Whatever is placed on there, will not affect our community, because it's so deep in the back of our property that we really don't care about.

Mr. d'Adesky: It's really not appropriate for commercial or any other use.

Mr. Chiste: It looks like an island, depending on the shape of the property.

Mr. Flint: All we did was provide a letter saying that the roads are public, which they are. We didn't commit to anything beyond that, which would require Board action.

## **B. Engineer**

Mr. Guerricogoitia: Good afternoon, Board Members. I'm handing out copies of the Reunion Entry Improvement Plans, which address the improvements for the guardhouse on the west side, as well as some additional parking and sidewalk at the mail kiosk. These plans show the improvements. The first component of this is some additional pavement at the guardhouse at Tradition Boulevard for five parking spaces and adding some sidewalk at the existing mail kiosk. I'll be happy to answer any questions regarding the plans.

Mr. Greenstein: I performed a site visit through this area. I think Steve, at some point, gave us a general idea of where the widening would commence. I thought there was an existing cut through a driveway.

Mr. Guerricogoitia: In C-4, you will see the additional pavement. It shows you where the proposed improvement is being done.

Mr. Greenstein: That's the entrance on the west side.

Mr. Flint: Right. C-301 probably shows you the best layout of the parking spaces.

Mr. d'Adesky: Is this just for informational purposes?

Mr. Flint: Xabier, you should advise the Board on what the next steps are.

Mr. Guerricogoitia: The next step in the process, with the Board's approval, is to submit the plans to Osceola County to obtain a permit for the site work related to these improvements. There would be a nominal fee for the permit that needs to be paid to the county. Then it's up the Board on how they want to proceed.

Mr. Flint: I think once we received the permit, we would bid it. You don't want to bid it first and then have changes, so we want to get at least the County's assurance that they are comfortable with the way it's designed, and then we can solicit proposals to actually do the work. This is also going to be on the Reunion East CDD agenda. Does the Board have any questions?

Mr. Greenstein: Is there any specific action that the Board needs to take?

Mr. Flint: The action would be to authorize the District Engineer to submit to Osceola County for a permit and for staff to process the permit fees.

On MOTION by Mr. Greenstein seconded by Mr. Burman with all in favor authorization for the District Engineer to submit to Osceola County for permit for the guardhouse and mail kiosk and for staff to process the permit fees was approved.

Mr. d'Adesky: Is there anything else for Reunion West?

Mr. Guerricogoitia: That's all I have to report.

**C. District Manager's Report**

**i. Action Items List**

Mr. Flint: Alan, do you have the status of the monuments?

Mr. Scheerer: Yes. Construction is complete on all monuments. I received an email from UCC Group stating that the granite is in; however, they want to resubmit shop drawings to Mr. Greenstein to ensure the shop drawings that are going to be used for the engraving on the granite are correct. There was a change to The Estates. It was changed to Eagle Estates. The main monument was changed from Reunion to Reunion Resort and Golf Club. We wanted to see those graphics before they go into production. We should have those later today. Once Mark signs off on them, we would look at them. Any changes obviously will cause a delay, but we don't think there will be any changes because the only two were for The Estates and the main entrance. All the rest were approved, but we will approve the shop drawings and they will be sent immediately for production. All of the monuments are up and they look great. Obviously, we will have some landscaping to spruce up the areas. We have been asked to wait until after the final inspection to

move forward with any uplighting on the monuments. So that's on hold. Just so you know, we can do 120 volt lighting, but where we can't have lighting, there are some solar options that I'm working with a vendor on right now, where we can put a solar panel on the back of the monument that will provide enough light. We will see how that looks, because not all of these locations have power. So that's where we are.

Mr. Greenstein: That sounds good. We are just going to have final sign off by Kevin, Rich or someone. I noticed that they are doing some work on the sides by The Grand. I saw a slab of granite that actually has the resort and golf club's name on it, with palms on top, just like the Reunion sign. It seems like they are moving in this direction, so I'm sure that we will get concurrence. I want to make sure that we get that before we have any granite etched.

Mr. Burman: He's not sticking on letters?

Mr. Greenstein: No. This is the real thing. Fifteen years later, the east side monuments still look good. When they are pressured washed, they look fine. These look just like those.

Mr. Scheerer: It is exactly the same. They kept a really, good and clean job site.

Mr. Greenstein: They have.

Mr. Scheerer: They have done a great job.

Mr. Flint: So, we have that and the mail kiosk parking and the Sinclair Road gate, which we discussed. Then we had the Fausnight proposal, which dealt with the four way stop at Tradition Boulevard and Golden Bear Drive.

## **ii. Approval of Check Register**

Mr. Flint: Does the Board have any questions? Hearing none,

On MOTION by Mr. Burman seconded by Ms. Musser with all in favor the September Check Register as presented was approved.

## **iii. Balance Sheet and Income Statement**

Mr. Flint: The Balance Sheet and Income Statement is through August 31<sup>st</sup>. Does the Board have any questions? Hearing none,

## **iv. Status of Direct Bill Assessments**

Mr. Flint: Fiscal Year 2019 is fully paid.

# **ELEVENTH ORDER OF BUSINESS**

# **Other Business**

Mr. Flint: Is there any other business? Hearing none,

## **TWELFTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Greenstein: The only thing I want to mention, and maybe you can give me some ideas as to how to proceed with this, but on the east side, we've done some beautification projects. We have taken an area off of Watson Court, which was a trail in the old days that was abandoned. Under Supervisor Hobbs leadership; whether you refer to it as a butterfly garden, it's a lovely little spot and does a lot to the community. Supervisor Goldstein is leading the charge on the east side to create a dog park/playground on property that belongs to Kingwood, for which we obtained an easement from them to use. With that spirit in mind, I drove around the west side with Alan. Is it still Grand Traverse Parkway at that point?

Mr. Scheerer: Yes. It's before you get to Valhalla Terrace.

Mr. Greenstein: But on the right-hand side of the road, as you swing around to the houses in the very, very back is the Heritage Preserve community, but there is a fairly significant triangulated parcel that right now has trees on it. So, we are looking at soliciting information and making requests from developers as to how they would like that parcel to be developed for a common community use; whether it's for a playground or a dog park. Because we have never really done this, other than my going around or other people ground around and talking to community members, we can do something through the Artemis site.

Mr. Guerricogitia: For sure because we have done surveys like that before. We need some ideas and should let them pick the options.

Mr. Flint: We did that with the stables.

Mr. Greenstein: I want to do this, so it's not done in a vacuum. I think our options are rather limited because we have so much residential property directly across the street from it or adjacent to it. You want it to blend in, yet right now, it's just a piece that looks nice, but doesn't really serve any purpose. It's a good size.

Mr. Scheerer: Is it just past Wynstone Way?

Mr. Guerricogitia: Yes. Someone planted those trees.

Mr. Scheerer: They have been there for a while.

Mr. Greenstein: That's true.

Mr. Scheerer: Those were the Palm trees that you removed.

Mr. Greenstein: Maybe from a Master Association standpoint, we could collaborate and get some movement on that.

Mr. Burman: What do you think the liability of parking there is? You can't park there at all, right?

Mr. Greenstein: These would be areas people walk to.

Mr. Scheerer: Or park their golf cart.

Mr. Greenstein: We can look at that too. It's really a nice location where you can put out a blanket and have a picnic. We could put tables in there. I don't think anyone really wants outdoor barbecue grills, but it should be something that beautifies the area with benches and paved walkways. We can consult with Supervisor Hobbs, based upon her experience on the east side and with Steve Goldstein. Would anyone object with us looking into trying to develop on CDD property? Hearing none, that sounds good. Thank you.

Mr. Flint: Is there anything else?

Mr. Greenstein: That's it.

# **THIRTEENTH ORDER OF BUSINESS**

## **Next Meeting Date**

Mr. Flint: The next meeting date is November 14, 2019 at 12:30 p.m.

# **FOURTEENTH ORDER OF BUSINESS**

## **Adjournment**

There being no further business,

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

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman