

**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, **June 8, 2023** at 11:00 a.m. via Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Graham Staley	Chairman
Michael Barry	Assistant Secretary
Mark Greenstein	Assistant Secretary
William (Bill) Witcher	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Kristen Trucco	District Counsel
Steve Boyd ( <i>via Zoom</i> )	Boyd Civil Engineering
Xabier Guerricagoitia ( <i>via Zoom</i> )	Boyd Civil Engineering
Alan Scheerer	Field Manager
Garrett Huegel	Yellowstone Landscape Services
Victor Vargas	Reunion Security
Aura Zelada	Reunion West POA

*The following is a summary of the discussions and actions taken at the June 8, 2023 Reunion West Community Development District Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 11:03 a.m. and called the roll. All Supervisors were present with the exception of Ms. Harley.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 11, 2023  
Board of Supervisors Meeting**

Ms. Adams presented the minutes of the May 11, 2023 Board of Supervisors meeting, which were included in the agenda package and were reviewed by District Counsel and District management. Mr. Barry noted under the District Manager's Report, a broken piece of equipment was not at the Fitness Center, but at the playground. Mr. Staley noted on Page 4, Mr. Dryburgh should be Mr. Staley. On Page 6, when Ms. Trucco was setting a ceiling for the assessment, Mr. Staley requested that it say, "*which cannot be exceeded.*" Mr. Staley questioned the statement made by Mr. Barry on Page 11 regarding dumping on CDD property. Mr. Barry clarified that he was referring to the mound on the corner lot. Mr. Staley did not say that the Master admitted to the dumping, but that the builder did, requested that his statement of putting new sod in and Ms. Harley's statement that the property was not vacant, be removed and pointed out that the Master did not clean everything up, but the builder did.

Mr. Barry questioned whether someone was going to look at the mound or if it was acceptable in its current state. Mr. Staley felt that it looked taller as a mound than it did before and could live with it. Mr. Greenstein indicated that the Architectural Review Board (ARB) went back to City Homes. They would take pictures and inform Ms. Nancy Derick, the ARB Administrator, that the Board was not happy. Mr. Greenstein believed that whether they used the lot to stage material or build next to it, if they caused a disruption, they needed to put it back the way it was. Mr. Scheerer spoke to the Construction Manager for City Homes who informed him that no extra dirt was placed on the mound, but they staged all of their trusses there, which disturbed it. After Mr. Scheerer stated City Homes removed the debris, smoothed out the top and sides of the mound and re-sodded. The sod grass was not mowed but was being irrigated. If the CDD wanted anything other than the current condition, they must contact the gas company because it was a gas line easement. Mr. Greenstein asked if Mr. Scheerer was satisfied with the condition of the mound. Mr. Scheerer was satisfied but open to feedback from the Board. Mr. Staley was half satisfied and half disturbed about it and suggested Board Members drive past there and provide individual feedback to Mr. Scheerer, so that the Board could make a decision at the July meeting.

Mr. Staley noted that "*CDD property in the roundabout landmarked for a dumpster*" should be, "*Where Landmark put a dumpster.*" Mr. Scheerer pointed out that the dumpster was still there, although Landmark emptied and moved it. They would restore the median and traffic circle once they completed construction. It was placed there because there was no room for a

commercial dumpster without impeding traffic around the traffic circle. Mr. Staley was happy to let the resident know that the Board discussed it and there was no immediate issue, but questioned how long the dumpster would be there. Mr. Scheerer noted it was a good size house, but construction was starting to conclude and he would contact Landmark. Mr. Staley pointed out on Page 12, towards the bottom of the page, under the number of registered voters, "Reunion East" should be "*Cortland Apartments.*" Mr. Staley recalled that the workshop was held on May 11, 2023 regarding the lawsuit, but they did not have anything on the record, although the joint Boards agreed that there was no need for any further action. Ms. Adams indicated that they had the Zoom recording as well as the audio recording, but would produce a workshop summary.

On MOTION by Mr. Barry seconded by Mr. Greenstein with all in favor the Minutes of the May 11, 2023 Board of Supervisors Meeting were approved as amended.

Ms. Adams noted that the agenda was revised to include a presentation of the Pavement Management Report by the District Engineer and their report.

- **Review and Acceptance of Pavement Management Report (ADDED)**
- **Engineer (Item 7B)**

Mr. Boyd removed this item as the Pavement Management Report for Reunion West was not yet completed, although he was presenting Reunion East's report today. The field work for Reunion East took longer than Mr. Boyd anticipated. The Reunion East report was completed first because the roads were older. Mr. Greenstein asked if the field work for Reunion West was completed. Mr. Boyd stated that some of the field work was completed and anticipated completing it by mid-July. Mr. Staley asked why it was taking a long time to complete it. Mr. Boyd had issues reserving dedicated time to go onsite. Mr. Staley did not see any urgency to complete it as it did not effect next year's budget, unless something needed to be put into the Replacement & Maintenance (R&M) Fund for 2024. Mr. Scheerer put the FY2023 striping traffic circle project on hold, which included the traffic circle to the I-4 bridge, all of the centerline striping, white line striping, pedestrian striping and four-way stop at the intersection of Grand Traverse Parkway, Tradition Boulevard, Golden Bear Drive, all the way to the guardhouse and exterior portion of the guardhouse to Sinclair Road. Mr. Staley requested that Mr. Scheerer coordinate with Mr. Boyd

and provide the Replacement & Maintenance (R&M) Plan at the next meeting. Mr. Boyd would try to have a draft ready by the July 13<sup>th</sup> meeting.

*Mr. Boyd left the meeting.*

**FOURTH ORDER OF BUSINESS**

**Consideration of License and  
Maintenance Agreement for Improved  
Security Equipment with RWPOA**

Ms. Adams presented the draft License and Maintenance Agreement with the Reunion West Property Owners Association (RWPOA), which was requested by the Reunion West POA to install bollards and kiosks to enhance the security system. This provided an opportunity to broaden the scope of the License Agreement to include all of the previously installed security enhancements that are owned by Reunion West POA. There were five gate locations. The Community Association Manager for the Reunion West POA, Ms. Aura Zelada, provided all of the information needed to finalize the agreement. The description would be fine-tuned based on an on-site inventory. Ms. Adams requested that the Board approve the agreement in substantial form, which was prepared by District Counsel and delegate authority to the Chairman to approve the final form, as staff was still analyzing the expenses associated with the security equipment acquired by the POA. The CDD has been paying for security equipment repairs and staff wants to confirm it is comparable to costs for other Reunion gate security repairs.

Ms. Trucco presented revisions to the agreement based on staff discussion. It was similar to other types of agreements used in the past and provided a license to the POA in order to install the equipment on CDD property as well as maintain it. There were currently two RFID readers and would ask the POA to provide a personal ID number in order to have as much specificity as possible. The license would automatically renew for a one-year period, unless terminated by either party by providing a 30-day written notice. It was the POA's responsibility to restore the property to its original condition within 30 days' notice and if they failed to do so, the CDD could restore it at its sole discretion. There was a standard indemnification clause in the agreement for the POA to cover any loses or damages incurred by the CDD as a result of their use of the property for their equipment. Under the termination clause, the POA would waive any claims against the CDD. It also required them to obtain insurance, naming the CDD as an additional insurer. There was standard sovereign immunity and public records provisions. In Ms. Trucco's opinion, the agreement was sufficient and protected the interests of the CDD. The District would be fully

covered in the event of an injury or damage. Ms. Trucco recommended that the Board approve the License and Maintenance Agreement in substantially final form, subject to District Counsel and the District Engineer signing off on it and delegating authority to the Chairman or another Board Member to make the final decision.

Mr. Barry was fine with the Chairman making the final decision, but questioned the \$10 provision. Ms. Trucco explained that it was boilerplate consideration language included in all License and Maintenance Agreements, to avoid the defense that this was not a valid contract under Florida Law. Mr. Barry asked if someone actually paid the \$10 or if the agreement was invalid if payment was not received. Ms. Trucco indicated that although the payment was not exchanged, the \$10 provision was ubiquitous with government agreements. Ms. Trucco pointed out that it was valid and it did not hurt to include the following language, *“The POA shall receive written consent from the CDD prior to purchasing replacement equipment for which the POA will seek reimbursement from the CDD and the Board prior to performing any maintenance or taking any other action for which the POA will seek reimbursement from the CDD.”* This would place a cap on the amount of compensation that the CDD would give the POA for maintenance of the equipment; however, the POA was willing to maintain and operate the RFID readers and bollards at their own expense. Mr. Staley offered to meet with Ms. Adams to review the site data and come up with an annual cap, but if the Board was uncomfortable, Mr. Staley would defer this matter for another month. Mr. Witcher agreed with Mr. Staley making the final decision as there was a need to proceed. Mr. Greenstein felt there was a good reason to include this language in the agreement and proceed in this manner.

On MOTION Mr. Greenstein seconded by Mr. Barry with all in favor the License and Maintenance Agreement for improved security Equipment with RWPOA in substantial form and authorizing the Chairman to execute the final form was approved.

Ms. Adams would bring the agreement back for ratification at a later time. Mr. Greenstein felt this helped to clarify for the property owner who was responsible for what and how it was funded.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07  
Appointing an Assistant Treasurer**

Ms. Adams presented Resolution 2023-07, appointing Mr. Darrin Mossing, Sr., the owner of Government Management Services (GMS), as Assistant Treasurer. Mr. Mossing was an accountant by trade and having him as Assistant Treasurer would allow him to assist with management of the financial records if there was staff turnover and during busy times of the year. It was being presented to all Districts in Central Florida and was recommended for approval.

On MOTION Mr. Witcher seconded by Mr. Greenstein with all in favor Resolution 2023-07 Appointing Darrin Mossing as Assistant Treasurer was adopted.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Trucco noted the following changes in the Legislature:

- Chapter 316.212 was enacted, establishing the minimum age to drive a golf cart as 18 years of age or older. If they were younger than 18, they must have a valid Driver's License or Learner's Permit. There was an added provision that a person over the age of 18 must have a Government issued photo ID card.
- Water Control Districts could designate their roads as permissible for golf cart use, but must go before the county. In the past, the Statute only provided counties and municipalities the ability to designate their roads for golf cart use. Staff would monitor it.
- House Bill 199, a revision to Chapter 112 was passed into Law. Starting on January 1<sup>st</sup>, all Board Members were required to complete four hours of ethics training. Ms. Trucco would keep the Board apprised as there would be information in the coming months.

Ms. Trucco reported that there were several videos the Board could watch in order to complete their four-hour certification on the Ethics Commission website. Ms. Trucco was still waiting to hear back from Reunion West POA counsel regarding the parkway verge maintenance, as they were still conducting the title search review. Ms. Zelada stated there were 600 pages to review for the title search. Ms. Trucco noted that it was complex as there were several plats by different developers and revisions. Their hope was to straighten it out and have clarity moving

forward on who was responsible for maintaining the verge. Mr. Staley asked if the issue with the verge was a Reunion West Encore POA issue. Ms. Trucco recalled the Reunion West POA stating that they were no longer maintaining the parkways. Mr. Witcher believed that the issue with the verge was in Reunion West, not just at Encore and there was a prior situation when trees in the verge were damaged by the hurricane. Ms. Adams explained that there was confusion at Reunion East, which she attributed to new employees on the association management team. Ms. Trucco recalled Mr. Boyd providing an opinion about the apron being in the right-of-way (ROW), but the HOA declarations stated it was responsibility of the homeowner. Ms. Adams confirmed it was the responsibility of the homeowner, but the CDD had the ability in an emergency to have access, but were not responsible to maintain it.

Regarding the Phase 3 plat conveyance and encroachment issue with Kingwood, Ms. Trucco received comments on the Irrigation System Operating Agreement, which had been pending. The final agreement would be provided to the Reunion East CDD Board next month for approval and then could proceed. Mr. Greenstein was happy to hear this as it had been a long time since this matter was discussed and voiced concern about cars parking on the sidewalk on his street, which was a violation of State Law and questioned whether the Sheriff's Department could issue tickets, as the CDD had an active Sidewalk Pavement Management Plan. Ms. Adams reported that District Counsel provided a revised parking violation which was provided to Security so that they could issue violation warnings. Mr. Greenstein asked if they could tow a car after the appropriate warning. Ms. Trucco replied affirmatively, under the revised Parking and Towing Rules. Mr. Staley asked if Security ever called a towing company to tow a car off of a sidewalk. Mr. Vargas confirmed they have not called a towing company in the last month and the last time was two months ago.

**B. Engineer**

There being no comments, the next item followed.

**C. District Manager's Report**  
**i. Action Items List**

Ms. Adams presented the Action Items List, which was included in the agenda package. The development of the recreational parcels on Grand Traverse Parkway and Valhalla Terrace was being handled by the Field Operations Manager. The final pieces were the signage and mulch installations. Mr. Scheerer reported that the signs were installed and Yellowstone did a great job installing the mulch. The shade structure was dropped off this morning by GMS and once the contractor was completed with the playground in Reunion East, they would install it. The temporary parking signs at the playground were installed and this item would be removed from the Action Items List. Mr. Staley pointed out that the concrete extension on the sidewalk at the Fitness Center was no longer necessary. Mr. Scheerer had a landscape plan from Yellowstone to remove and replace trees, which he would include on the agenda for the next meeting. Mr. Witcher confirmed that the Outdoor Fitness Center was being used regularly. Mr. Scheerer stated that the radar signs for Encore would be delivered to his office next week and installed soon as they were solar and the batteries would need to be charged in advance. Regarding the sign upgrades for Reunion West, Mr. Scheerer had one sign from Fausnight Stripe & Line and was waiting for an additional quote. Onsite Industries provided many of the larger signs, but they were behind and Mr. Scheerer wanted to have another proposal for comparison purposes.

Mr. Scheerer stated according to security, the dimming of the Duke Energy streetlights was corrected and they had no issues. The blue green signs were in process with the county to determine if they needed to be removed. The HOA had not been consistently emptying trash at the playground and Yellowstone was ensuring that the bags were being removed and thrown in the dumpster on the playground. Staff was coming out in the next week to audit the lights. Several lights that were out were pointed out by Mr. Staley. They would get those addressed as well as looking at all of the guardhouse interior lights. Mr. Staley asked if the HOA was not emptying trash at the playground because they did not think it was their job or they could not remember to do it. Mr. Scheerer pointed out Yellowstone and field staff did not mind doing it to make sure the area was presentable to residents and guests. Mr. Greenstein noted on the east side, the roundabouts and other areas have seasonal flowers and questioned what they could do to spruce up the Sinclair gate area to make it more pronounced around the monument. Mr. Scheerer stated there were flowers in the small area in front of the monument, but could tie it into the request to



add landscaping around all of the new monuments, which he would bring back next month. Mr. Greenstein appreciated Mr. Scheerer being proactive.

Ms. Adams recalled a question last month during the presentation of the budget regarding the number of people who paid off their bond debt. At Reunion West, there were five bond issues and three property owners for the Series 2017 debt that paid off their bond issue. There were no other lump sum payoffs. Mr. Staley believed that the Series 2017 debt was for the Encore neighborhood and it did not surprise him that only three property owners paid off their bond debt. Mr. Greenstein was surprised there were even three property owners. Mr. Staley recalled that one owner paid it off by mistake at a closing. Mr. Greenstein asked if Ms. Adams determined what comprised the golf calculation. Ms. Adams received a copy of the current Tax Roll and believed it was attributable to the golf maintenance storage area, but she needed to do additional research and would report to the Board at the budget meeting.

**ii. Approval of Check Register**

Ms. Adams presented the Check Register from May 1, 2023 through May 31, 2023 in the amount of \$100,466.61, which was included in the agenda package.

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

**iii. Balance Sheet and Income Statement**

Ms. Adams presented the Unaudited Financial Statements through April 30, 2023, which were included in the agenda package for informational purposes. Staff was monitoring the Combined Balance Sheet, unassigned balance in the General Fund and actual spending related to the prorated expenses. Mr. Staley voiced concern about the balance of the Replacement and Maintenance (R&M) Fund as the General Fund had a large balance and questioned what they could do with it. Ms. Adams explained that they typically kept cash in the General Fund and recommend that the District have three months of operating expenses in the bank at the end of the fiscal year, as there was a gap between the start of the fiscal year and when they started to receive tax revenues. The District built up excess funds and were planning to recognize a large amount with the FY2024 budget. Mr. Staley asked if there was any restriction on the fund balance and whether it could be moved to the R&M Fund. Ms. Adams indicated that the Board could direct staff to do a larger

transfer out to the R&M Fund. Staff typically recommended an additional transfer out to the R&M Fund, but in this case, it was built into next year's budget to be recognized.

**iv. Replacement and Maintenance Plan**

Ms. Adams presented the Replacement and Maintenance Plan, which was included in the agenda package. It included the projects that the Board approved for the current fiscal year plus anything that was a part of the original plan. Estimated dates were provided in consultation with the Field Operations Manager.

**v. Reminder of Form 1 Filing Requirement Deadline: July 1<sup>st</sup>**

Ms. Adams reminded the Board to complete their Form 1, Statement of Financial Interest and file with the Osceola County Supervisor of Elections office by July 1<sup>st</sup> of each year. If anyone had not received their form from the county and needed an electric copy and instructions for filing, Ms. Adams requested they notify her as fees were imposed for late filings. Mr. Greenstein reported that there was a PDF form on the State website.

**D. Security Report**

Mr. Vargas, the Direction of Reunion Security, noted 281 violations in Reunion overall and 32 vehicles in Reunion West that were towed. A resident on Muirfield Loop did not like when people parked in front of his house and when security was not looking or in the area, he affixed a tow sticker to the vehicle to make it look like it was from security. They also placed garbage cans outside of their house all week. Mr. Staley asked if Mr. Vargas spoke to the resident. Mr. Vargas did not personally speak to them, but his manager did. Mr. Staley felt that it needed to be handled by security, but if the manager spoke to the resident and they denied it, it was difficult to prove and recommended the owner of the vehicle contact the police. Mr. Greenstein asked if parking was authorized in this location. Mr. Vargas pointed out that it was a legal spot to park vehicles on the roadway. Ms. Trucco offered to send a letter to the resident including a copy of the Parking and Towing Rules and the procedure for reporting violators. Mr. Staley did not want to send a letter unless there was proof and preferred to speak to the resident with Mr. Vargas. Ms. Trucco suggested informing the resident that there were allegations of cars tagged with stickers and explaining the violation process. Mr. Staley requested that the HOA fine the resident for leaving their trash cans outside, as it was a violation of the HOA rules. Mr. Witcher questioned why there

was no security report. Mr. Vargas would send it tomorrow. Mr. Staley recalled the incident that occurred on Golden Bear Drive where there was a heavy police presence. Mr. Vargas indicated that it was domestic abuse and fraud. When Deputies knocked on the door of the house, the person who opened the door provided a fake Driver's License. When they went into the house, they found a machine to make fake credit cards and Driver's Licenses.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

Mr. Staley questioned why the Gym was closed. Mr. Greenstein understood that in the hours of operation table that Kingwood provided last week, starting on Thursday, June 1<sup>st</sup>, there were no hours, but when he questioned it, Mr. Greenstein was told that there was a potential health code violation with the floor in the Gym and residents and guests must use the Seven Eagles Fitness Centers. The notice on the front door referenced Kingwood's plan to build a permanent Fitness Center for Reunion Resort members that would be attached to the water park structure. Mr. Barry thanked staff for sending out the Reserve Study and questioned whether the updated Five-Year Plan would be based on the same information or would be updated. Ms. Adams indicated that the Five-Year Plan Mr. Staley previously provided, was based on information from the Reserve Study and actual spending in the R&M Fund. Mr. Staley used the Reserve Study for the remaining years through 2026 to update the Five-Year Plan, which would be provided at the next meeting; however, there was a large gap between the Reserve Study and what was actually spent, because the Reserve Study had more to do with maintenance of the infrastructure and not discretionary spending. Mr. Staley looked at what the District actually spent and extrapolated that each year to come up with a financial plan for the operating and R&M expenses. Additional years would be added upon consultation with Mr. Scheerer and the District Engineer. Ms. Adams pointed out that any new amenities would be integrated in future Reserve Studies such as the playground and outdoor Fitness Center. Mr. Staley noted according to the Reserve Study, in 2026, they would be spending \$750,000 on the pavement, but according to Mr. Boyd, it would not be occurring and those funds could be deferred.

Mr. Barry agreed they needed this information in order to set the CDD assessment rate for the following year, but the assessment for next year could not be changed because the Board already approved the budget. Ms. Adams explained when the Board approved the Proposed Budget, they approved the cap on the O&M fee. Mr. Staley stated it must be in the 2025 budget,

but because the pavement expense was deferred, they had a significant balance in the General Fund and would not have to raise assessments for another year, but they must prepare for any large items over time. Mr. Greenstein believed that the size of the fund should be commensurate with the size of the asset and be proportional, versus the current 56%/44% split. Reunion West was doing well with higher level assumptions and lack of specificity, due to Mr. Staley's diligence. Mr. Staley recalled that the Reserve Study was prepared two-and-a-half years ago and did not take into account the Reunion West Encore community. Therefore, the report needed to be updated.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Next Meeting Date – July 13<sup>th</sup>, 2023**

Ms. Adams stated the next meeting was scheduled for July 13, 2023 at 11:00 a.m. There would be time reserved for the Five Year Plan and R&M project discussion.

**TENTH ORDER OF BUSINESS**

**Adjournment**

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



Secretary/Assistant Secretary



Chairman/Vice Chairman