

**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, **January 11, 2024** 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:

Sharon Harley
Mark Greenstein
William (Bill) Witcher
Michael Barry

Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
James Curley
Alan Scheerer
Victor Vargas
Garrett Huegel
Pete Whitman
Aura Zelada
Residents

District Manager
District Counsel
District Engineer
Field Manager
Reunion Security
Yellowstone Landscape
Yellowstone Landscape
Reunion West POA Manager

The following is a summary of the discussions and actions taken at the January 11, 2024 Reunion West Community Development District Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 11:14 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 14, 2023 Audit Committee Meeting and Board of Supervisors Meeting

Ms. Adams presented the minutes of the December 14, 2023 Audit Committee and Board of Supervisors meetings, which were included in the agenda package and reviewed by District management staff and District Counsel. Corrections were provided by Mr. Staley, which were incorporated.

On MOTION by Mr. Greenstein seconded by Ms. Harley with all in favor the Minutes of the December 14, 2023 Audit Committee and Board of Supervisors Meetings were approved as amended.

FOURTH ORDER OF BUSINESS

Acceptance of the Rankings of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award

Ms. Adams recalled that earlier, the Audit Committee met and evaluated the proposals that were received and ranked DiBartolomeo, McBee, Hartley & Barnes as the number one firm. This would be a five-year audit service agreement in accordance with the proposal.

On MOTION by Ms. Harley seconded by Mr. Greenstein with all in favor accepting the ranking of the Audit Committee to rank DiBartolomeo, McBee, Hartley & Barnes as the number one firm to provide auditing services and Grau & Associates number two and authorizing staff to send a notice of intent to award was approved.

FOURTH ORDER OF BUSINESS

Consideration of All Terrain Proposal for Sitework in the Vicinity of 300 Muirfield Loop

Ms. Adams recalled prior Board discussion on this item, regarding an area in Reunion West, the Whitmarsh Mound, where the dirt seemed to be higher compared to surrounding areas. Due to some complexities with utility and gas lines, there was due diligence in order to confirm that the District had the ability to lower the elevation of that area, to make it more in line with the surrounding property. Mr. Scheerer met with All Terrain to request a proposal, which was included in the agenda package and he also met with Florida Gas Transmission regarding their gas line.

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Florida Gas provided written permission to lower the Whitemarsh Mound to a safe level. However, there were utilities from People's Gas and OUC that they were confirming locations with, to ensure that they were not interfering with their lines. The All Terrain proposal was in the amount of \$41,945, to remove the dirt, clean it and hydro seed instead of laying sod. However, Mr. Anthony Carll from Kingwood Orlando Reunion Resort (Kingwood) could use the dirt and offered to take the dirt and do the work at no cost. However, there would be certain stipulations such as a pre-meeting with the excavating team, which Mr. Scheerer wanted to facilitate, to ensure that all locates and contract issues were handled. Mr. Scheerer would also work with Mr. Carll on the particulars. Ms. Trucco recommended that Kingwood provide an insurance policy, indemnifying the CDD for any damages, losses or claims as a result of their work, which she would attach to a License Agreement with Kingwood Orlando Reunion Resort. Ms. Adams requested that the Board approve a not-to-exceed of \$2,000, in an abundance of caution, to cover any salient expenses as a result of the insurance requirement.

Mr. Witcher MOVED to approve Kingwood Orlando Reunion Resort performing the sitework for the Whitemarsh Mound at 300 Muirfield Loop in a not-to-exceed amount of \$2,000 for administrative expenses and Ms. Harley seconded the motion.

Ms. Trucco suggested delegating authority to a Board Member to negotiate and approve the final form.

On VOICE VOTE with all in favor amending the prior motion for Kingwood Orlando Reunion Resort to perform the sitework for the Whitemarsh Mound at 300 Muirfield Loop in a not-to-exceed amount of \$2,000 for administrative expense, to include delegating authority to Mr. Greenstein to finalize the form of the agreement was approved.

Mr. Greenstein was thankful for having a practical solution. Ms. Adams agreed as Kingwood had the equipment and the labor and wanted the dirt. Mr. Greenstein reported that at the direction of the Board, he met with Mr. Carll regarding the fountains at Linear Park and shared the proposals that they received from UCC Group. In the past, UCC Group did exceptional work for the District and were the only ones that bid on the fountains. Mr. Carll worked with a company

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that did similar work and they agreed in principle, to pay 50% for the fountain work with the Reunion East CDD. The Board noted this was good news.

SIXTH ORDER OF BUSINESS

**Consideration of Security Services
Agreement Renewal with Reunion West
POA**

Ms. Adams recalled that the Reunion West CDD had an Interlocal Agreement with the Reunion East CDD for security services, delegating responsibility for the Reunion East CDD to enter into an agreement with the Master Association, to provide security services for all of Reunion East and some property in Reunion West. However, there was a different association in the Reunion West CDD Encore neighborhood, which were subject to the declarations with the Reunion West POA. When that property was turned over to the District, the Board entered into a Security Services Agreement with the Reunion West POA. District Counsel was working on the agreement renewal, in coordination with the attorney representing the Reunion West POA and Ms. Aura Zelada, the Reunion West POA Property Manager. The item was included in the agenda package. Ms. Trucco distributed a copy of the original Security Services Provider Agreement for the Encore area, which the Reunion West POA had jurisdiction over, with her recommended edits, and stated several months ago the Reunion West POA approached staff to request revisions to indemnification language and the Board requested to see the proposed edits from the Reunion West POA. There was no compensation for this agreement, but they had needed permission from the CDD to provide security services, as the CDD owned the roads. Ms. Adams recalled that the original agreement was amended in October of 2021, for the District to pay an annual fee of \$27,308 for security services, which was divided into monthly installments. This amount was based on the budgeted amount that the Reunion East CDD paid the Master Association. That per household amount served by the Master Association was multiplied by the number of units being served in the Reunion West CDD Encore neighborhood. The following changes were discussed to the agreement:

- In Paragraph 10: Supervision of Security Officers, the language, *“To the extent permitted by Florida law and subject to the limitations set forth in Section 20”* was added.

Ms. Trucco explained that in Section 20 was the sovereign immunity protection that the CDD was entitled to under Florida Law that applied for certain tort actions against the CDD as a

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governmental unit. Basically meaning if one person was bringing a claim, the damages could not exceed \$200,000, or if more than one claim was brought from the same incident, the damages could not exceed \$300,000. In other words, the CDD would not be required to pay over \$200,000 for claim by one person, if they were able to exercise their sovereign immunity defense so long as it met the requirements in the law.

- In Paragraph 14, their address was updated.
- In Paragraph 16, previously the agreement stated that the POA would agree to indemnify the CDD for losses or claims arising against the CDD, resulting from the POA's work; however, the POA requested that the CDD exercise its sovereign immunity defense, before the POA would indemnify the CDD. The language was changed to, *"except for matters related to the CDD's own maintenance of the CDD's property as referenced in Section 19 herein, the POA and/or any Sub-Operator agree to indemnify the CDD for claims that arise out of the POA's and/or Sub-Operator's breach of any term or provision of this Agreement, or any grossly negligent or intentional act or omission of the POA."*

Ms. Trucco pointed out that she did not object to this change, but to the extent that the CDD exercised their sovereign immunity defense, if it was an issue that was caused by the POA, it was fair and reasonable for the POA to pay for any costs that the CDD incurred in raising that defense, as Ms. Trucco or another attorney must be involved on behalf of the CDD.

- Following Paragraph 16, Ms. Trucco added a paragraph stating, *"Notwithstanding the foregoing and to the extent permitted by Florida Law, the CDD agrees to assert sovereign immunity pursuant to the applicable Statute section, for any such liability claims loss referenced in the proceeding incentives. In the event the CDD exercises such sovereign immunity defense, the POA and/or the Sub-Operator agree to reimburse the CDD for costs the CDD incurs to assert such defense."*

Ms. Trucco pointed out that the last revision that the POA wanted in Paragraph 16 was, *"In the event that the POA shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the POA at the time the indemnification was made."* However, Ms. Trucco was not comfortable with this language, because if a claim was brought for \$2.5 million and the POA's insurance policy was \$2 million, if there was a claim against the CDD,

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because of something that the POA did, the POA was only required to pay up to their insurance policy and the remaining \$500,000 would be the responsibility of the CDD. Ms. Trucco voiced concern that the residents benefitting from the service were the ones living within the Encore area and it was not equitable for everyone outside of that area to contribute towards the \$500,000.

- In Paragraph 17 the POA requested, *“The POA agrees to cooperate with and assist the CDD with complying with all applicable requirements of the Sunshine Law and Public Records Law.”* Ms. Trucco revised it to say, *“Except as otherwise required under this agreement, the POA agrees to comply with the Statutes that it was bound to under Florida Law as a HOA.”*

Ms. Trucco pointed out from the POA’s perspective, they did not otherwise have to comply with the Sunshine and Public Records Laws, as they were not subject to those as an HOA. By revising it to say, *“Except as otherwise required under this agreement,”* it addresses that any contractor that the CDD entered into an agreement with was required to comply with the Public Records Law.

- Paragraph 18 had statutory language addressing the public records requirement that was copied and pasted. It was included in all CDD agreements, as the CDD did not have the authority to waive the public records requirements.
- In Paragraph 19 the POA requested the language, *“is hereby explicitly and for the term of this agreement, granted a license for and,”* before, *“shall be responsible.”*

Ms. Trucco had no issue with this provision, as the CDD was giving the POA a license to perform this work and any installation on CDD property. Ms. Adams recalled that the Reunion West CDD amended the parking rules to include the Encore neighborhood and asked if it should be included in this version. Ms. Trucco stated under Section 17a, the POA agreed to operate in accordance with all applicable Statutes, Regulations, Ordinances and orders as well as the Rules and Policies of the District. There would be a third amendment to the original agreement with all of these revisions, but all terms of the first and second agreement, would carry through to the third amendment. Ms. Adams noted that she spoke with Ms. Trucco about this agreement last week and in the agreement renewal, Ms. Trucco added an automatic renewal, unless one of the parties terminated the agreement. Mr. Witcher questioned whether this benefitted the CDD. Ms. Adams confirmed that it benefitted the District. The Reunion West POA has a committed Property Manager, who ensures that security and other services were running smoothly in the Encore

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neighborhood. Ms. Zelada felt that the current vendor was exceptional as they enforced the CDD Rules. In the month of December, they towed 54 vehicles, several of which that were blocking the sidewalk. Ms. Trucco indicated that currently, the POA was providing services until the end of the month and if the Board wanted to continue having the POA provide those services, she recommended that the Board delegate a Supervisor to assist in the negotiations and provide final approval. Mr. Witcher felt that they had an excellent service provider and they should continue to proceed with the agreement. Mr. Greenstein was satisfied with Ms. Trucco's edits.

Mr. Witcher MOVED to approve the Security Services Agreement renewal with the Reunion West with the edits from District Counsel and Ms. Harley seconded the motion.

Ms. Adams questioned who the Board wanted to delegate authority to assist in the negotiations and provide final approval, noting that it was typically the Chair or Vice Chair. Mr. Staley was delegated by the Board.

On VOICE VOTE with all in favor amending the prior motion for approval of the Security Services Agreement renewal with the Reunion West POA with the edits from District Counsel, to include delegating authority to Mr. Staley to finalize the form of the agreement was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco was continuing to follow up with the attorney for the Osceola County Sheriff's Office (OCSO) on the Traffic Enforcement Agreement and was hoping to receive a response soon. There may have been some personnel changes, but as soon as she received an update, she would bring it back to the Board. The title work for the conveyance of tracts that was approved by the Board at the last meeting was received; however, before the deed could be signed, there were some questions that she was working with Encore's counsel on. The District Engineer requested the Development Plans and some evidence of the approximate value of the improvements that were on the tracts. This morning an email was received from their counsel stating that they would provide all of the requested documents this morning.

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B. Engineer

Mr. Curley was working on the Roadway Improvement Plan in order to get that out for bid. Speed tables were added to certain areas, which recognized golf cart crossings, including the long straightaways of Tradition Boulevard and excluding residential areas. Mr. Scheerer reviewed a revised map yesterday and felt that it was a good start, especially on Tradition Boulevard between the guardhouse and the bridge. It would be difficult to add a speed table where there were houses on either side of the road and they would be placed on property lines and avoid driveways. Mr. Witcher questioned the number of speed tables in Reunion West. Mr. Curley believed that there 10 to 15 speed tables, with two at every golf cart crossing. Mr. Scheerer stated that there would be one in each direction where there was a golf cart crossing. Ms. Adams clarified that when the speed tables were previously discussed at Reunion East, Mr. Steve Boyd mentioned the speed tables would be separate from the pavement maintenance and would be an optional service.

Mr. Witcher questioned the success in getting data downloaded from the radar signs. Mr. Scheerer confirmed that the data from all but three of the display signs were able to be downloaded. For the ones in Encore Reunion West, the data could be reviewed real-time on a laptop, as they were cloud based, but the data from the other signs must be retrieved manually. Mr. Witcher questioned whether there was a timeline to go out to potential vendors, as there were potholes, degradation and alligator cracking. Ms. Adams stated that the District management and District Engineer's office were making it a top priority and would finalize the bid documents and send them out. However, it was a joint bid document and the amount for Reunion East was expected to trigger the threshold for the public sealed bid process, which required a notice in the newspaper and compliance with Florida Statutes. She would be working to Mr. Curley to finalize it and believed that it could be noticed by the end of the month, with the hope to have proposals at the March meeting, as long as there were responders. After the Board selected the vendor, they would enter into an agreement and the work would be scheduled.

C. District Manager's Report

i. Action Items List

Ms. Adams presented the Action Items List, which was provided for informational purposes. Mr. Scheerer indicated that he met with Ms. Zelada a couple of days ago, regarding potential sites for an amenity in Encore Reunion West and providing her with a map, outlining those areas, which were in the main portion of Encore, where the guardhouse was located off of

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Fairfax Drive and N. Old Lake Wilson Road. Each area was unique and depending on size of the area and the improvements that they wanted to see, would determine what could go in them. One of the bigger concerns was parking, as there was only parking on one side of the street. Mr. Scheerer was waiting for an answer from Ms. Zelada. Regarding the Parking Rules that were amended and restated last month, Ms. Adams was finalizing the form of the Rules with Board Member input and the District Engineer was finalizing the parking maps, to match the other parking maps. Once the rules were finalized, the agreement with the towing service provider would be amended and signage would be installed, before the rules could be enforced. A letter would be provided to the towing service provider and Mr. Scheerer would provide a cost for the signage. Ms. Adams indicated that funds were set aside in the Capital Budget for “*No Parking*” signs and any other sign upgrades. Mr. Barry felt that the playground area was holding up well, but asked if there was mulch as the swings were too low. Mr. Scheerer felt that the mulch was at the proper level, but would get with the landscaper about re-mulching it. Ms. Harley asked if they could allow parking at the park after hours, due to the lack of parking. Mr. Witcher agreed, as guests were parking at the park overnight. Ms. Adams noted that new parking opened up, but they would monitor the situation and the enforcement of this area. Ms. Harley indicated that the neighborhood monuments were dark at night and asked if they could look at having brighter lighting. Mr. Barry commented that the lettering on the neighborhood monument signs were faded and suggested getting them refurbished. Mr. Scheerer would look at having brighter LED lights. Mr. Greenstein noted by the Homestead sign, on corner of Excitement Drive and Gathering Drive, they used to have three Palms, which were cut and the floodlight was now interfering with traffic and requested that the floodlight be repositioned so it hit the tree since it was a safety issue.

Ms. Adams reported that additional information would be forthcoming from District Counsel’s office regarding the ethics training, which was effective as of January 1, 2024. When Board Members filed Form 1, which is due in July 2024, it was for Fiscal Year 2023 and the ethics training would not be required on any Form 1 until July 2025. District Counsel provided links to the free ethics training via electric mail and in a memorandum. The training could be completed anytime this year. Ms. Trucco explained that the training must satisfy certain hourly requirements which included public records, ethics and Sunshine Law. Ms. Adams would re-distribute Ms. Trucco’s email. Ms. Trucco offered to provide links to videos and audios that Supervisors could watch on the Florida Attorney General and Florida Commission on Ethics websites in order to

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satisfy the requirements. Ms. Adams noted in the past, Supervisors always filed Form 1 at the Supervisor of Elections office; however, the Florida Commission on Ethics office was now receiving those via e-filing, which was due on July 1, 2024. GMS was working on written instructions. Form 6 was most recently in the news, which caused local officials to no longer wish to serve either as a City or County Commissioner, due to the extensive financial disclosure requirements; however, this form was not required for CDD Board Members.

ii. Approval of Check Register

Ms. Adams presented the Check Register from December 1, 2023 through December 31, 2023 in the amount of \$3,058,133.51. This was the last Check Register for the calendar year. The largest items were two transfers to the SBA investment account, which was typical at this time of year, due to a favorable interest rate of over 5%. One transfer was for \$900,000. When there were transmittals from the Osceola County Tax Collector's office, they were transmitted to the District and the funds would then be transferred to the Trustee for principal and interest payments. There was also a transfer out to the repairs and maintenance (R&M) Fund. Mr. Barry asked if the SBA funds were restricted. Ms. Adams confirmed that the funds were available and could be transferred the same day. For the past few years, due to lower interest earnings, the date surplus funds were transferred was not a significant issue. Now, due to market conditions, the District is benefitting from higher interest earnings. There would be more money going into the SBA account in the next few months as revenues are received and then transfers out towards the end of the fiscal year to manage the cash flow.

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

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through November 30, 2023, which were for informational purposes. No Board action was required. Some revenues were received in November, which would be electronically deposited into the General Fund from the Tax Collectors office. Staff was monitoring the prorated expenses. There were some overages in field expenses. All bond interest and principal payments, in accordance with the trust indentures, that were due in November, were made.

iv. Replacement and Maintenance Plan

Ms. Adams presented the Replacement and Maintenance Plan for Fiscal Year 2024, which was a list of the projects approved as part of the Adopted Budget for the current fiscal year. It was for informational purposes.

D. Security Report

Mr. Vargas provided the December Security Reports for the Reunion West POA and the Master Association, under separate cover.

EIGHTH ORDER OF BUSINESS

Other Business

There being no changes, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor’s Requests

There being no changes, the next item followed.

TENTH ORDER OF BUSINESS

Next Meeting Date – February 8th, 2024

The next meeting was scheduled for February 8, 2024 at 11:00 a.m.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

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Tricia Adams
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Secretary/Assistant Secretary

DocuSigned by:
Graham Staley
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Chairman/Vice Chairman