

*Reunion West Community
Development District*

Agenda

September 12, 2019

AGENDA

Reunion West

Community Development District

135 W. Central Blvd., Suite 320, Orlando FL, 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 5, 2019

Board of Supervisors
Reunion West Community
Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the Reunion West Community Development District will be held **Thursday, September 12, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the August 15, 2019 Board of Supervisors Meeting and Acceptance of the Minutes of the August 15, 2019 Audit Committee Meeting
4. Ratification of Agreements with Grau & Associates to Provide Arbitrage Rebate Calculation Services for the Series 2016, Series 2017 and Series 2019 Bonds
5. Ratification of Series 2019 Requisition #1
6. Discussion of Security
7. Consideration of Drainage Easement Agreement
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Status of Direct Bill Assessments
9. Other Business
10. Supervisor's Requests
11. Next Meeting Date
12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the August 15, 2019 Board of Supervisors meeting and the acceptance of the minutes of the August 15, 2019 Audit Committee meeting. The minutes are enclosed for your review.

The fourth order of business is the ratification of agreements with Grau & Associates to provide arbitrage rebate calculation services for the Series 2016, Series 2017 and Series 2019 bonds. Both agreements are enclosed for your review.

The fifth order of business is the ratification of the Series 2019 Requisition #1. A copy of the Requisition and supporting summary is enclosed for your review.

The sixth order of business is the discussion of security. There is no back-up material.

The seventh order of business is the consideration of the drainage easement agreement with Kingwood Orlando Reunion Resort, LLC. A copy of the agreement is enclosed for your review.

The sixth order of business is Staff Reports. Section 1 of the District Manager's Report is the presentation and discussion of the action items list. A copy of the list is enclosed for your review. Section 2 includes the check register for approval. Section 3 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Steve Boyd, District Engineer

Enclosures

MINUTES

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, August 15, 2019 at 12:39 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
Steve Boyd	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 12:40 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: We have the budget adoption on the agenda, which will be a separate public hearing. So, if anyone has comments on the budget itself or the assessments, it is more appropriate to have the public comment at that point. If you have public comment on any other agenda item or anything not on the agenda that you want to bring to the Board's attention, now would be the opportunity to do that. Please state your name and address and try to limit your comments to three minutes. Is there any public comment other than budget issues? Hearing none, we will move on.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 11, 2019 Meeting

Mr. Flint: Did the Board have any comments or corrections to the minutes?

Mr. Greenstein: No.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the minutes of the July 11, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

Mr. Flint: The Board previously approved the Proposed Budget and set the date, place and time of the public hearing. The Proposed Budget included a proposed increase in the assessment, which also required a mailed notice to be sent to all of the property owners within the District. That was done and there were the appropriate notices in the newspaper. First, I will ask for a motion to open the public hearing.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the public hearing was opened.

Mr. Flint: What is the Board's preference? Do you want to walk through the budget first and then take public comment or take public comment and walk through the budget?

Mr. Greenstein: I think it would be a good idea to discuss the budget and provide a summary overview. Then we can take comments.

Mr. Flint: The budget was posted on the website and provided to the Board. The changes were considered at a prior meeting. If you look at Page 1, Special Assessment and Tax Collector are for the on-roll assessments, the land within the District that has been platted, where we certify the assessments on the annual tax bill. Special Assessments – Direct would be any undeveloped property that's not yet been platted. They would receive a direct bill from the District versus going through the Property Appraiser and Tax Collector. In the current year, you can see the dollar amounts. Those are proposed to go up, as you can see, based on the per unit changes. You can see in the current budget year, the assessment revenue generated is lower. That's a factor of the per unit amounts being lower. We also used \$110,000.

Mr. Chiste: As a follow up on the unit count adjustment, I know that we tried that up as we were getting ready to do this budget, based on the unplatted locations that are still left within

Reunion West. Is there the potential for future unit count adjustments or has this been finalized based on this last one?

Mr. Flint: Based on the fact that we still show about \$200,000 being direct billed, there is still some unplatted property that would be subject to assessments, which would impact the split between Reunion East and Reunion West, but that percentage has been fairly stable from last year to this year. It didn't change. There may be a minor adjustment in the next year or two as the final lots get platted and reflected.

Mr. Chiste: Can we review a detail of that? I know it's not available today, but can we review the detail as of that meeting so we can understand it?

Mr. Flint: Sure.

Mr. Chiste: I know that there was a significant change this year. I just want to understand what the potential would be going towards.

Mr. Flint: Right now, the split between Reunion East and Reunion West is 56% Reunion East and 44% Reunion West. When we started, the allocation based on platted lots, there was more of a 70/30 split. I will get to that when we explain the budget. Just to finish the revenue side, we also used \$110,000 to balance the current year budget. Our current assessments to current expenses, in the current year were not balanced. We actually had to use cash. So, there's the combination of the fact that we are using cash in the current year to balance the budget. There has historically been a change in how costs are allocated between Reunion East and Reunion West based on platted lots. As more lots get platted in Reunion West, that break out has changed over time.

Mr. Chiste: Right now, in Reunion West, Phase 4 has not been finally platted yet.

Mr. Flint: Right.

Mr. Chiste: Let's assume that picks up \$160,000 to \$170,000 of additional lots, right? That's the entity that's paying the most of the \$200,000 of a direct bill. So, if you took that \$170,000 and divided it by the average assessment, what's left? Does it go up or down? Do you know what I'm saying?

Mr. Flint: What's happened up until this year, is we utilized the original development strand, which is much denser than what is actually being constructed.

Mr. Chiste: Sure.

Mr. Flint: As the land has been platted, the remaining planned units have gone to the undeveloped property. So that overall development number was not adjusted. It was whatever

that number was. You platted property and the remaining balance went to the undeveloped property. So, what this budget does, is it brings it in line with what's actually being developed out there, versus what that original development plan was.

Mr. Chiste: Understood.

Mr. Flint: Up until this point, the owner of those undeveloped lands has been saddled with the delta between what the revenue is generating from the platted lots and what the budget is. So, this brings that in line so that all of the property is paying their proper proportionate share.

Mr. Chiste: They are paying their fair share.

Mr. Greenstein: Right.

Mr. Chiste: Okay.

Mr. Flint: Up until this point, the undeveloped land was really subsidizing the developed land because the density of the project as been built out is actually lower than what was originally planned. So that's contributing to this. How this plays out when the final lots are platted, there are also lots in Reunion East that are going to be platted that are not reflected. Some of those may wash each other out.

Mr. Chiste: Okay. That's a good explanation.

Mr. Flint: I think the operational expenses have not changed significantly, but we added a transfer to the Reserve and Maintenance Fund of \$103,000. Basically, that is to fund your Capital Replacement Fund. Up until this point when the Board adopted the budget, you haven't been transferring funds to your capital reserve. There is money in the capital reserve because we moved excess money in the past, but you hadn't actually budgeted that transfer. This budget tries to bring the assessments in line with what the actual development is on the ground. It also includes that transfer to the capital reserve, which you didn't have before. So, the combination of those factors, when you look at it on a per unit basis, the third table on Page 3, the second line from the bottom, shows that a single home has been paying about \$418 per year. This table goes back to FY 2016, but that was the same for several years before that. The proposed change is a result of adjusting and taking that unproportioned burden off of the undeveloped land. That per unit amount would go up to \$736. People that have been here long enough probably remember when that per unit amount was even higher than that and then on the down turn, some adjustments were made. The way the costs were allocated was changed from planned units to platted units, which shifted those percentages. So, the impact on a single-family would be \$265 higher a year than

what the current assessments are. Is there any discussion from the Board before we open it up for public comments?

Mr. Greenstein: No. I think you made the key point.

Mr. Chiste: Yes.

Mr. Greenstein: Basically what we are doing here is what is referred to as a true up.

Mr. Flint: Right.

Mr. Greenstein: We had planned development. The original plan called for a lot more units platted and the density was higher under the original plan and once the properties were developed or under development now, that number is lower. So, the denominator in the equation has gone down and the unit cost has to go up. You can look at it and say for a number of years we were paying on an individual basis, possibly less than what we should've been paying, but now is the time when the property is actually platted, it is our obligation, our responsibility to make sure that everyone is paying their fair share and this is what we have achieved now. There is a small amount that may true up later down the road as you described.

Mr. Flint: Yes, the final.

Mr. Greenstein: But that would be about it.

Mr. Flint: The other thing that some people don't realize is that all of the land, whether its platted or unplatted, is paying an assessment. So, people see more homes and think those homes should generate more revenue. The denominator is not changing. The numerator may increase or not, but in this case the denominator is going down because we are truing it up with actual development. All of the land has been paying. The undeveloped piece, based on planned units was paying a higher amount than ultimately how it developed.

Mr. Chiste: Right because the developer was subsidizing it based on a plan that was never was achieved.

Mr. Flint: Correct.

Mr. Greenstein: Exactly.

Mr. Flint: Alright, it is a public hearing so we will open the floor to public comments. Mr. Bagley?

Mr. Jim Bagley: Thank you, George. Could you walk us through what is the optimal date of the direct bill? For example, what date does the county use?

Mr. Chiste: George, could you paraphrase the question for me?

Mr. Flint: He is asking the timing of the payments of the direct bills.

Mr. Bagley: Is that set by the County?

Mr. Flint: It's not. It's set by the District in the assessment resolution. Historically, 50% has been due on November 1, 25% is due on February 1 and 25% on May 1.

Mr. Bagley: I understand that, but my question was what makes your numerator move around for unplatted versus platted lots? Is that a county calculation or a District calculation? Who made that calculation?

Mr. Flint: The County provides us an Assessment Roll on June 1. That's what we certify back to the County. So, unless they send us a revised Assessment Roll, which sometimes happens, we are reflecting what they provided us on June 1st.

Mr. Bagley: I understand.

Mr. Flint: So if there's a plat recorded after that, it may not be reflected in these allocations. Is there any other public comment?

Mr. Harry O'Swath: Yes. What do these assessments cover?

Mr. Flint: What these cover is the CDD owns all of the roads in Reunion. So, we maintain the roads, the stormwater system in Reunion and landscaping in all of the common areas in Reunion associated with the roadways. We maintain the landscaping on 532 that borders the front of Reunion. We own this building, the stables, six community pools and the guardhouses. The guardhouses are owned and maintained by the CDD although they are operated by the HOA.

Mr. Greenstein: Street lighting.

Mr. O'Swath: So basically the assessment is probably made up of those expenses.

Mr. Flint: Correct.

Mr. Greenstein: Operation and maintenance (O&M) assessments.

Mr. O'Swath: Thank you.

Mr. Flint: So whether you are paying it to us or to a HOA, it would get paid to somebody.

Mr. Bagley: George, do you have the current numerator or denominator for how these assessments move? I know it's planned versus platted. Have you guys looked at that?

Mr. Flint: I don't have that handy, but I could provide it to you.

Mr. Bagley: So it was based on the plat amount.

Mr. Flint: Yes. The calculation in here is \$56.44. Let me get to the page.

Mr. Bagley: At some point, you should look at the Development Plan and maybe reassess the numerator.

Mr. Flint: That is correct.

Mr. Bagley: How did that occur?

Mr. Flint: We requested it from the developer. Is there any other comment on the Reunion West budget? Hearing none, we will close the public comment section and bring it back to the Board for any discussion.

A. Consideration of Resolution 2019-12 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint: You have Resolution 2019-12 in your agenda, which would adopt the 2020 budget. If you have any changes or comments, we can incorporate those. If you are comfortable with this budget, which you have seen before, then a motion to approve the resolution would be in order.

On MOTION by Mr. Greenstein seconded by Mr. Mancke with all in favor Resolution 2019-12 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations was adopted.

B. Consideration of Resolution 2019-13 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint: The next resolution has two exhibits, one is the budget you just approved and the other is the Assessment Roll that lists each of the properties within Reunion West and the per unit amounts reflected in the budget. This is merely imposing the assessments that were included in the budget you just approved. Are there any questions on the resolution?

Mr. Bagley: Yes. So, the budget is effective on 10/1?

Mr. Flint: Yes.

Mr. Bagley: This will be reflected on the November TRIM bills?

Mr. Flint: Yes. The November 1st tax bill.

Mr. Bagley: Thank you.

Mr. Flint: Are there any questions on the resolution? If not, we need a motion to approve it.

On MOTION by Mr. Greenstein seconded by Mr. Chiste with all in favor Resolution 2019-13 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

Mr. Flint: Are there any questions on the resolution? If not, we need a motion to close the public hearing.

On MOTION by Mr. Greenstein seconded by Mr. Chiste with all in favor the Public Hearing was closed.

FIFTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of an Auditor

Mr. Flint: The Board sat as the Audit Selection Committee prior to the Board meeting and ranked Grau & Associates number one, Carr, Riggs & Ingram number two, Berger, Toombs, Elam, Gaines & Frank number three and McDirmit Davis number four. We need a motion to accept the Audit Committee's recommendations.

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor accepting the ranking of Grau & Associates as the number one ranked firm to provide auditing services was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

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

Mr. d'Adesky: Nothing for Reunion West.

Mr. Flint: I wanted to note for the record that as part of the budget adoption, I received a letter from property owners that live in Canada opposing the proposed increase.

B. Engineer

Mr. Flint: Steve, do you have an update for the Board on your projects?

Mr. Boyd: Yes. The plan for the widening of Tradition Boulevard was submitted to the county, which I will send to George. After we received the survey, we were working on it and realized it didn't have some of the Toho information we needed, but we worked through that and got that plan prepared. I will send a PDF copy to George that he can distribute to the Board. We still have not received any survey, but I set up a georeferenced aerial photo that we obtained. We are going to prepare those plans based on a georeferenced aerial photo and some old CAD files. We are going to get that done and get that in. They will verify elevations when they do the work. I think that's the way to expedite that at this point.

Mr. Greenstein: Steve, you are on a speakerphone and we have a good size audience here today. I want to explain what the projects are about so they can appreciate the comments you are

making. The first one that Steve talked about was the widening of Tradition Boulevard. When you approach the gatehouse from Sinclair Road, there are times when cars could be backed up for inspection from the left lane and it basically impedes or blocks your ability to go to the resident gate on the right hand side. So, we are in the process of doing the permit work, which is what Steve was doing to widen the road. How far from the guardhouse would you say we are starting the widening project?

Mr. Boyd: Well it starts before you get to the landscape island that's dividing it. You have the yellow area that guides you to the right to go around the landscape island. About where that first driveway cut is into the parcel, the development parcel to the south, the one where construction is going on now.

Mr. Greenstein: Right.

Mr. Boyd: So at that point, we are heading into the curve and pushing it to the south, closer to the sidewalk. So, from that point forward, you would have the ability to get in the right lane and bypass anyone that's held up at the gate.

Mr. Greenstein: Okay that's good. So, does everyone understand what we are doing? Because that was an annoying situation. Is there an easement involved?

Mr. Boyd: We are within the existing CDD landscape and utility tract.

Mr. Greenstein: Encore previously indicated if it required any land transfer in order to make it legal, they would do it, but as Steve pointed out, it doesn't require it. It's totally within CDD property. So, we will basically have two lanes going forward so that the folks who have the ability to go to the right will be able to without getting blocked from the people who lined up on the left. We have a question.

Resident (Not Identified): Yes. The GPS is deep into Reunion as an option so I think that the street sign would save a lot of trouble.

Mr. Greenstein: One of our problems is that these are public roads. We have other situations where GPS location services send people to the Liberty Bluff gate in the east that is a resident only gate. No matter how hard we tried to stop that from happening, we can't. So, people just have to learn to turn around when they see the sign. We could always look at signage and see what we can do to improve the situation, but I think people from experience, when I go past that, don't see the long lines we used to have. I think people know it's not going to be a fly through Reunion type situation for them, but we still want to widen that roadway because at times cars can get backed up. We appreciate your comment.

Mr. Flint: With the widened roadway, it gives the guard an opportunity to more closely scrutinize non-residents as they come in.

Mr. Greenstein: Absolutely.

Mr. Flint: Which would serve as a potential deterrent. Right now, you have residents mixed in with non-residents in potentially long stacking lanes and we want to avoid that.

Mr. Greenstein: The other project that Steve was talking about has to do with the mail kiosk on Valhalla Terrace. For some reason, there is no area where people can park and not be in the street or parking at the curb. So, we have a plan in place to create parking so it would not impede traffic from going through and people would be able to get to the mail kiosk. It would be built basically the way that every other mail kiosk in Reunion is built with parking. For whatever reason, that particular one was not built the way all the others were built. Okay, now we are up to date, Steve.

Mr. Boyd: Okay. Thank you for that summary. The other project was to put a four-way stop in Reunion West at Tradition Boulevard. The cross street is escaping me at the moment.

Mr. Greenstein: It's at Golden Bear Drive on the right and Grand Traverse Parkway on the left.

Mr. Boyd: Right. I have been in touch with the county. They okayed it so I just need to prepare a plan. So, I'm working on a signage plan, which will include a couple of things. It will have some advanced warning signs before reaching a four-way stop sign, especially as you are traveling over the bridge. I'm going to give you some additional warning that a stop sign is approaching or you are approaching a stop sign. We are also going to put in some temporary signage in advance of the stop sign being installed to warn people that are used to the area about a pending change in signage. We don't want a stop sign to suddenly appear and residents that aren't used to it, blow right through it. So, we are going to have a warning period. I haven't determined exactly how long that needs to be. We will put up temporary barricade type signs to notify everyone about the change before the stop signs go up. The county has no objection to it.

Mr. Greenstein: That's good. We are talking about Tradition Boulevard, Golden Bear Drive on the right and Grand Traverse Parkway on the left. You have Bear's Den property on the left. You are coming down off of the bridge and coming through. With the Bear's Den development continuing, high vehicular traffic coming through that intersection, needs to be controlled. So, we are going to look at the stop sign approach. We are not promoting traffic lights or anything of that degree. It needs to have traffic control. So, we will make sure that everyone is

aware of it before we do it. Because we have control over it, we can tweak and evaluate the impact of it once we do it.

Mr. Bagley: Is there a plan to do one at Spine Road?

Mr. Greenstein: Yes, on the east side.

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

Mr. Boyd: That's all I had to report.

C. District Manager's Report

i. Action Items List

Mr. Flint: The only three items were the items that Steve just covered; the mail kiosk, Sinclair Road travel land approaching the guard and the four-way stop. We have the monuments. Alan, do you want to give an update on that?

Mr. Scheerer: Yes. We received six of the seven permits. The one on Golden Bear Drive is being held up and Steve is in the process of trying to find out why. If you drove out there any time today, you will see that they have already blocked the new main entry monument in front of the gatehouse. They are currently laying block on Grand Traverse Parkway and then they will move over to White Marsh Way. We have three more laid out, but are waiting for locates and the final sign off between Mark and I. Maybe after this meeting, we will take a look at the locations and make sure they are in good shape. They will dig them and we are ready to go. So, we are just waiting on that set of monuments. Finally.

Mr. Greenstein: Finally. So, there will be a nice entrance sign similar to the front entrance that will say Reunion Resort and Golf Club. Every neighborhood will have a sign, just like the east side.

Mr. Scheerer: Yes.

Mr. Greenstein: It only took 13 years, but we got it.

ii. Approval of Check Register

Mr. Flint: I provided the July Check Register to the Board for the General Fund and payroll, in the total amount of \$368,019.41. Are there any questions? If not, we need a motion to approve it.

On MOTION by Mr. Chiste seconded by Mr. Greenstein with all in favor the July Check Register totaling \$368,019.41 was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: You also have the unaudited financial statements through July 31st. No action is required by the Board, but if you have any questions on the financials, we can discuss those. We are 100% collected on our tax roll assessments and 100% collected on all direct bill assessments.

Mr. Greenstein: That's great.

Mr. Flint: Are there any questions on the financials?

Mr. Greenstein: I don't have any.

iv. Status of Direct Bill Assessments

Mr. Flint: The next payment is due in September. All of the payments have been made.

v. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Flint: Each year, the Board has to approve an annual meeting schedule. In the past, you met on the 3rd Thursday of each month at 12:30 p.m. in this location. We prepared a schedule with those dates. If the Board chooses to keep the same dates, you can adopt the schedule. If you want to change it, we can do that as well.

On MOTION by Mr. Burman seconded by Mr. Greenstein with all in favor, the Fiscal Year 2020 Meeting Schedule was approved.

SEVENTH ORDER OF BUSINESS

Other Business

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

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Flint: Are there any Supervisor requests?

Mr. Greenstein: I think we are good.

NINTH ORDER OF BUSINESS

Next Meeting Date

Mr. Flint: The next meeting date is September 12th at 12:30 p.m.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
REUNION WEST
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Reunion West Community Development District was held on Thursday, August 15, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present were:

Mark Greenstein	Chairman
John Chiste (by phone)	
Debbie Musser	
Michael Mancke	
David Burman	
District Manager	
Andrew d'Adesky	
Steve Boyd (by phone)	
Alan Scheerer	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 12:30 p.m. All committee members were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Are there any public comments? The Board is sitting as an Audit Selection Committee for purposes of selecting an independent auditor. So, any comment at this point would be on selection of an independent auditor. Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of May 9, 2019 Meeting

Mr. Flint: Did the Board have any comments or corrections?

Mr. Greenstein: No.

On MOTION by Mr. Greenstein seconded by Mr. Burman with all in favor the Minutes of the May 9, 2019 Meeting, were approved.

Mr. Chiste joined the meeting via phone at this time.

FOURTH ORDER OF BUSINESS**Tally of Audit Committee Members
Rankings and Selection of an Auditor**

Mr. Flint: The CDD as a government entity is required to have an independent audit. The statutes prescribe the process that you have to through to select an auditor, which includes appointing a Selection Committee, advertising it, approving a Request for Proposal (RFP) and selection criteria. The Audit Committee met previously, approved the selection criteria and RFP. We issued the RFP and as a result, we received four responses; Berger, Toombs, Elam, Gaines & Frank, Carr, Riggs & Ingram, Grau & Associates, and McDirmit Davis. The Committee members were provided with a ranking sheet and copies of all the responses. The selection criteria include the ability of the personnel, proposers experience, understanding of the scope, ability to furnish their required services and price. Each one of those are rated evenly at 20 points. There is a scoring sheet. We asked for five years of pricing. At a minimum, we need the committee to adopt a consensus ranking on the responses and that would serve as a recommendation to the Board that they would consider during the Board meeting. If you filled the sheets out individually, I can tally them. If you haven't we can walk through it or if an individual committee member has recommended rankings, we could go through those.

Mr. Greenstein: We need a minute or two. I have all the narratives, but not the numbers.

Mr. Flint: As far as our experience with these firms, all four of them have experience doing CDD audits. We worked with all of them. With the exception of McDirmit, Davis, I think under the category of the ability to furnish required services, the Board would want to consider how you review and rank them on that. We had some struggles getting audits completed on time this past fiscal year in a number of Districts. Otherwise, I think they are all qualified to do the work. There is a difference in price, which would need to come into account when you reviewing the proposals.

Mr. Chiste: Hey George, do you need my ranking?

Mr. Flint: Mark is working on his scoring sheet right now. Likely the committee is just going to talk through the rankings and see if all of the committee members agree.

Mr. Greenstein: I'm almost done.

Mr. d'Adesky: Ultimately as long as we have a ranking of one, two, three and four, that's all we really need.

Mr. Burman: I ranked Carr, Riggs & Ingram number one, Grau & Associates number two and then the other two. I could go with either one, Carr, Riggs & Ingram or Grau & Associates.

Mr. Greenstein: I ranked Grau & Associates number one, based upon our experience with them for our arbitrage and the location of the firm.

Mr. Flint: They have the lowest price.

Mr. Greenstein: Yes. Because they had the lowest price I ranked them 20 points.

Mr. Flint: David would you be okay with ranking Grau & Associates number one, Carr, Riggs & Ingram number two, Berger, Toombs, Elam, Gaines & Frank number three and McDirmit Davis number four?

Mr. Burman: Yes.

Mr. Flint: Are the other committee members okay with that?

Mr. Chiste: Works for me.

Mr. d'Adesky: We need a motion to that effect.

On MOTION by Mr. Greenstein seconded by Mr. Burman with all in favor ranking Grau & Associates as the number one ranked firm to provide auditing services, Carr, Riggs & Ingram number two, Berger, Toombs, Elam, Gaines & Frank number three and McDirmit Davis number four was approved.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the Audit Committee Meeting was adjourned.

SECTION IV



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 15, 2019

Board of Supervisors
Reunion West Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801

We appreciate the opportunity to offer our services to Reunion West Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$8,500,000 Special Assessment Bonds, Series 2016 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



Antonio Grau

Accepted and agreed to by Reunion West Community Development District:

Signature: _____

Title: District Manager

Date: 8/19/15



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August 15, 2019

Board of Supervisors
Reunion West Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801

We appreciate the opportunity to offer our services to Reunion West Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$7,945,000 Special Assessment Bonds, Series 2017 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

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The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

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Antonio Grau

Accepted and agreed to by Reunion West Community Development District:

Signature: _____

Title: District Manager

Date: 8/19/19



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Very truly yours,



Antonio Grau

Accepted and agreed to by Reunion West Community Development District:

Signature: _____

Title: District Manager

Date: 8/19/19

SECTION V

**REUNION WEST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(ASSESSMENT AREA FIVE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Reunion West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2015, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of May 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1
- (B) Identify Assignment and Acquisition Agreement, if applicable:
- (C) Name of Payee pursuant to Assignment and Acquisition Agreement:

Reunion West Development Partners, LLLP

- (D) Amount Payable: **\$3,922,100.81**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Construction summarized below:

Phase	Construction Payments
Bear's Den Phase 2	\$ 884,366.68
Bear's Den Phase 3	\$ 77,923.64
Reunion West Phase 4	\$ 2,959,810.49
Total	\$ 3,922,100.81

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Five Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT

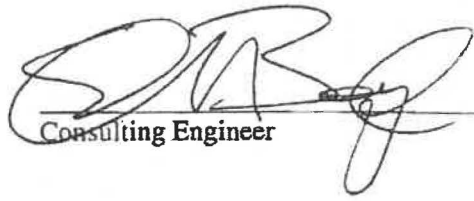
By: 

Responsible Officer

Date: 8-27-19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two - Phase One Project and is consistent with: (i) the Assignment and Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

Qualified Costs included in Requisition #1

	Budget	Design and Construction	Gate House Allocaton	Total Actual Costs
Bears Den Phase 2 (17th Hole)	\$ 882,966.80	\$ 884,366.68	-	\$ 884,366.68
Bears Den Phase 3 (Driving Range)	\$ 2,357,474.40	\$ 77,923.64	-	\$ 77,923.64
Reunion West Phase 4	\$ 4,450,858.00	\$ 2,149,651.56	810,158.93	2,959,810.49
Total	<u>\$ 7,691,299.20</u>	<u>\$ 3,119,081.88</u>	<u>\$ 810,158.93</u>	<u>\$ 3,922,100.81</u>

Reunion West Gatehouse Cost	1,183,357.15
Past Gatehouse Cost Allocation	373,198.22
Balance to Allocate- Phase 4	810,158.93

Revised 6.11.19

Revised 8-6-2019

Bears Den Phase 2 (17th Hole)

Land Dev Job	Cost code	Cost Description	Invoice #	Date	Invoice Description	Amount	% allocate	CDD Allocation	Vendor
000-054-0017	54-851	Roadway Pavers	1/30/19	2/13/2019	BD/pavers for roadway	33,480.00	100%	33,480.00	All Seasons Pools
000-054-0017	1-610	Environmental	152231	6/5/2019	BD PH2/gen proj cord	1,375.00	100%	1,375.00	BioTech Consulting
000-011-0004	04-600	Land Dev/Site Work	1359	1/31/2018	BD PH2/Landscape design	695.00	100%	695.00	Borrelli Partners
000-054-0017	2-500	Earthwork	1/4/19 BD	1/17/2019	BD/slick off lots & grade	7,140.00	100%	7,140.00	Carroll Bradford
000-054-0017	2-500	Earthwork	18803	1/24/2019	BD/ph2 complete wall	3,200.00	100%	3,200.00	Carroll Bradford
000-054-0017	2-500	Earthwork	21845	5/22/2019	BD ph2/storm repair	1,800.00	100%	1,800.00	Carroll Bradford
000-054-0017	04-300	Civil Engineering	6783	2/28/2019	BD PH2/const admin,eng	3,468.58	100%	3,468.58	Dave Schmitt Engineering
000-054-0017	04-300	Civil Engineering	6834	1/17/2019	BD/const admin,eng tech	2,314.00	100%	2,314.00	Dave Schmitt Engineering
000-054-0017	04-300	Civil Engineering	6891	2/13/2019	BD/PH2 const admin	968.87	100%	968.87	Dave Schmitt Engineering
000-054-0017	04-300	Civil Engineering	6949	3/20/2019	BD ph2/eng tech	511.00	100%	511.00	Dave Schmitt Engineering
000-054-0017	04-300	Civil Engineering	6982	3/31/2019	BD PH2/const admin	375.00	100%	375.00	Dave Schmitt Engineering
000-054-0017	04-300	Civil Engineering	7037	5/15/2019	BD ph2/eng	900.00	100%	900.00	Dave Schmitt Engineering
000-054-0017	03-702	Bond Fees	1278639	12/6/2018	BD PH2/2nd lift bond	470.00	100%	470.00	HUB International
000-054-0017	03-702	Bond Fees	1319138	1/17/2019	BD/maint bond	1,190.00	100%	1,190.00	HUB International
000-054-0017	03-702	Bond Fees	1324719	1/17/2019	BD/PH2 bond	280.00	100%	280.00	HUB International
000-011-0004	03-702	Bond Fees	1093768	6/20/2018	BD/PH2 Bond	15,206.00	100%	15,206.00	HUB International
000-011-0004	02-991	Improvements- On Site	10/31/18 BD	11/14/2018	BD/pay app #4	120,076.82	100%	120,076.82	JEM Equipment Corp
000-011-0004	02-991	Improvements- On Site	12/31/18 BD2	12/31/2018	BD/PH2 pay app #5	10,511.25	100%	10,511.25	JEM Equipment Corp
000-054-0017	54-851	Roadway Pavers	5623	4/11/2019	BD ph2/brick paver work	18,150.00	100%	18,150.00	JEM Equipment Corp
000-011-0004	2-500	Earthwork	6/30/18 BD	7/18/2018	BD/pay app 1	168,736.45	100%	168,736.45	JEM Equipment Corp
000-011-0004	2-500	Earthwork	7/31/18 BD	8/22/2018	BD/pay app #2	218,468.20	100%	218,468.20	JEM Equipment Corp
000-011-0004	02-991	Improvements- On Site	9/30/18 BD2	10/3/2018	BD/pay app #3	192,309.94	100%	192,309.94	JEM Equipment Corp
000-054-0017	2-520	Silt Fence	2034	11/28/2018	BD PH2/remove silt fence	500.00	100%	500.00	John's Tractor Service
000-054-0017	2-070	Land Dev/Site Work	121345	11/28/2018	BD PH2/stake entrance	7,020.00	100%	7,020.00	KPM Franklin
000-054-0017	2-070	Land Dev/Site Work	121359	11/28/2018	BD PH2/restake street lights	450.00	100%	450.00	KPM Franklin
000-011-0004	04-115	Plot Plan	120645	2/15/2018	BD/PH 2 plat prep	13,680.00	30%	4,104.00	KPM Franklin
000-011-0004	04-301	Site Plans	120400	5/17/2018	BD/site plans PH2	375.00	100%	375.00	KPM Franklin
000-054-0017	2-850	Striping & Signs	28839	1/24/2019	BD PH2/stop double sign	2,450.00	100%	2,450.00	Mailbox Solutions
000-054-0017	2-850	Striping & Signs	30421	3/27/2019	BD PH2/reset post for sign	75.00	100%	75.00	Mailbox Solutions
000-054-0017	2-850	Striping & Signs	914	1/24/2019	BD/PH2 25 MPH sign	575.00	100%	575.00	Mailbox Solutions
000-054-0017	1-110	Legal	BD 1/15/19	1/15/2019	BD PH2 Settlement	16,567.00	30%	4,970.10	Nelson Mullins Riley & Scarborough
000-054-0017	1-500	Fees & Permits	12/6/18	12/6/2018	BD PH2/bond fee	800.00	100%	800.00	Osceola BOCC
000-011-0004	1-500	Fees & Permits	6/25/2018	6/26/2018	BD/performance bond fee	800.00	100%	800.00	Osceola BOCC
000-011-0004	1-500	Fees & Permits	12/13/2017	12/13/2017	BD/ph2 pre const meeting	15,456.47	100%	15,456.47	Osceola County
000-054-0017	07-250	Street Lights	11/30/18 BD	2/6/2019	BD PH2/pay app #1	13,062.00	100%	13,062.00	Terry's Electric
000-054-0017	2-930	Lawns & Grasses	158098	5/22/2019	BD PH2/palmetto sod	9,600.00	30%	2,880.00	Travis Resmondo Sod
000-011-0004	1-500	Fees & Permits	10/23/2017	12/13/2017	BD PH2/water	14,973.00	100%	14,973.00	TOHO
000-011-0004	1-500	Fees & Permits	10/23/17A	12/13/2017	BD PH2/sewer	21,390.00	100%	21,390.00	TOHO
Total Bears Den Phase 2						919,399.58		891,506.08	Revised 6.11.19

\$884,366.68

SECTION VI

AMENDED AND RESTATED
SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 2019, by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the “**District**”), and **THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.** a Florida not-for-profit corporation (the “**POA**”).

RECITALS

WHEREAS, the District and the POA previously entered into a Security Services Provider Agreement dated November 10, 2005 (the “**Prior Agreement**”), the term of which subsequently expired; and

WHEREAS, the District and the POA now desire to extent, amend and restate the terms of the Prior Agreement in their entirety as set forth herein.

WHEREAS, the following amenities and properties are owned and operated by the District: See attached Exhibit “A” for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the “**District Facilities**”).

WHEREAS, the POA acknowledges that the District, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the District.

WHEREAS, the District, which encompasses approximately 1,000 acres, is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the District owns the real property on which the District Facilities are constructed.

WHEREAS, the District desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of District Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the District directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other valuable considerations paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Term of Agreement. This Agreement shall be for an initial term beginning on October 1, 2019 and ending on September 31, 2021. At the end of this initial, approximately 2 year term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the District.

3. Acceptance of Security Services Responsibility. The District hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement. The POA shall take no actions inconsistent with Florida law, rules and regulations, pertaining to the District, including, but not limited to, public access requirements.

4. Specific Authority. The District hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the District Facilities.

5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the District Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the “**Sub-Operator**”). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.

6. Expenses and Compensation. The District shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the District as described herein, but only up to an amount equal to the sum the District has budgeted for security services in that particular year. Should the POA provide security services on behalf of the District for only a portion of any given year, then the fee paid by the District to the POA for such services shall be prorated accordingly on a monthly basis. Any past due amounts will bear interest at the rate of 4% per annum. Compensation fees for future years shall be incorporated automatically by the District’s adoption of its annual

budget, but the District hereby agrees that the amount allocated for security services in its future annual budgets shall not be less than \$140,000.00 so long as this Agreement is in force. In the event the District's budget does not allocate at least \$140,000.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$140,000.00 annual minimum requirement or its monthly pro-rated equivalent.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the District Facilities are provided with the following security services ("**Services**"):

(a) security personnel to man the main entry guardhouse within the District, 24 hours per day, seven days a week, and control access to the District Facilities in strict accordance with specified and approved District rules and regulations as adopted by the District, as may be amended by the District from time to time upon at least 30 days' prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the District Facilities and all roads therein as determined by the District and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the District Facilities;

(d) responding to security emergencies within the District Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent POA Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the District, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor of

the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the District. The District shall not have the right to alter instructions or directions given to the security officers or other personnel furnished by the POA or assume any supervision of such security officers or personnel. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the District either currently in force or officially adopted from time to time by the District (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the District to any security officers or other personnel. If POA security officers and/or other personnel furnished by the POA to the District fail to comply with rules, regulations or policies of the District, that shall be treated as a material breach, including termination for material breach within ten (10) days if not cured pursuant to Section 13 hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the District, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the District. The POA shall furnish certificates of insurance to the District prior to the commencement of the Services, naming the District as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements

set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The District shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the District of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The District hereby agrees to maintain an insurance policy insuring against comprehensive general liability with coverage limits as permitted by Florida law throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the District, the POA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the District's expense, all permits and licenses which may be held by the POA as are necessary to provide the Services, to the District or, at the District's sole option, to the District's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the District upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the District.

14. Notices. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: Governmental Management Services, L.L.C.
RE: Reunion East Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801
Attention: District Manager

and a copy to: Latham, Luna, Eden & Beaudine.
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attention: District Counsel

POA: The Reunion Resort & Club of Orlando Master
Association, Inc.
1631 E Vine Street, Suite 300
Kissimmee, Florida 34744

and a copy to: Aegis Community Management Solutions, Inc.
1631 E Vine Street, Suite 300
Kissimmee, Florida 34744

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The District shall assume all risk of loss or physical damage to the District Facilities and any other property occurring as a result of nature, fire or other casualty and the District waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the District requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle or a vehicle furnished by the POA, the District agrees that its insurance is primary; and the District further agrees to carry comprehensive fire and theft, collision and liability insurance on the District's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The District agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the District's vehicle(s). However, in the event the District 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 District at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the District's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the District waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the District fully cooperates with the POA

in the investigating of the facts; (iii) the District presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the District, their officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the District, including, but not limited to, the Rules of the Reunion East District, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District Facilities are located, at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the District or the District Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the District Manager, which shall in turn notify the District within two (2) business days, of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the District Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the District harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The

POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation related to its performance of the Services; provided, however, that the District shall be solely responsible for such compliance in respect of the improvements constituting the District Facilities.

18. Ownership of Books and Records & Public Records.

(a) POA understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, POA agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. POA acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently GMS – Central Florida (the “Public Records Custodian”). POA shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the POA does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF POA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE POA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 135 W. CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

19. Maintenance of District Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a District Facility in order to provide the Services under this Agreement, the District shall be responsible for the maintenance of all District owned property

and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on District property or in a District Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the District. A representative of the POA will provide, on an annual basis, financial reports to the District or the District's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the District, an audit may be requested by the District at any time. The POA shall cooperate fully with the auditor selected by the District.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's 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.

22. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the District and neither this Agreement nor any Services rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise, including any owners of property within the District.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such

party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

26. Miscellaneous.

(a) The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

(b) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the District Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

(c) Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.

(d) The POA and the District have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

(e) If any provision of this Agreement is held to be illegal or invalid, the other provisions shall remain in full force and effect.

(f) No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

(g) Time of the Essence. Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder.

(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print: _____

By: _____

Print: _____

Print: _____

Title: _____

WITNESSES:

**THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.** a Florida not-for-profit corporation

Print: _____

By: _____

Print: _____

Print: _____

Title: _____

EXHIBIT "A"

LIST OF DISTRICT FACILITIES/PROPERTY

[Description of all District facilities and property to be provided.]

SECTION VII

Prepared By and Return To:
Zelica M. Quigley, Esquire
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431

DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS **DRAINAGE AND ACCESS EASEMENT AGREEMENT** (the "**Agreement**") is made effective as of this ____ day of _____, 2019 (the "**Effective Date**") by **KINGWOOD ORLANDO REUNION RESORT LLC**, a Florida limited liability company, whose address is 400 Curie Drive, Alpharetta, Georgia 30005 (the "**Grantor**") and **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, whose address is 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 (the "**District**"). (Grantor and the District are sometimes together referred to herein as the "**Parties**", and separately as "**Party**").

WITNESSETH :

WHEREAS, Grantor is the owner of certain property located within Osceola County, Florida (the "**County**"), as described on **Exhibit A** attached (the "**Drainage Easement Area**").

WHEREAS, Grantor desires to grant to the District a non-exclusive drainage easement on, over, across and through the Drainage Easement Area.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Drainage Easement.** Grantor does hereby grant and convey to the District, for the benefit of lands within the District, a non-exclusive easement, on, over, across and through the Drainage Easement Area to receive, discharge, drain and convey stormwater from lands within the District, including the right to install, inspect maintain, operate, repair, modify, replace, rebuild and use stormwater drainage pipes and facilities within the Drainage Easement Area (collectively, the "**Drainage Facilities**").

3. **Maintenance.** The District shall be responsible for maintenance of the Drainage Facilities in good order and repair in accordance with all applicable permits and other governmental requirements.

4. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and

approvals, including permits issued by the South Florida Water Management District, and any future modifications or amendments thereto.

5. **Beneficiaries of Easement Rights/Binding Effect.** The easements set forth in this Agreement shall be for the benefit of the District, and its successors and assigns, and its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen). The terms of this Agreement shall be binding upon the Grantor and its successors and assigns, and the Drainage Easement Area, and shall be a covenant running with the title to the Drainage Easement Area.

6. **Limitation on Use.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of the County. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Use of Drainage Easement Area.** It is acknowledged and agreed that the easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Drainage Easement Area in any manner (i) not inconsistent with the easement rights created herein and (ii) that does not interfere with or disrupt drainage into the Drainage Facilities. The District shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts the exercise by Grantor of the rights retained hereunder.

9. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, each party shall be responsible for its own attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

10. **Miscellaneous.** No other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, the remainder of such provisions shall not be affected thereby; it shall not be

deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and the District have caused this Agreement to be executed on the day and year first above written.

Witnesses:

Name: _____

Name: _____

**KINGWOOD ORLANDO REUNION
RESORT LLC,**
a Florida limited liability company

By: _____

Name: _____

Title: Manager

STATE OF _____

COUNTY OF _____


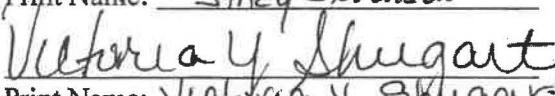
The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Manager of Kingwood Orlando Reunion Resort LLC, a Florida limited liability company. He/She [] is personally known to me or [] has produced _____ as identification.


Notary Public State of _____

WITNESSES:

Signed, sealed and delivered
In the presence of:

**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT**


Print Name: Stacy Skrenson

Print Name: Victoria Y. Shugart

By 
John Chiste, Chairman

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6 day of Sept,
2019, by John Chiste, as Chairman of Reunion West Community Development District, LLC. He
is personally known to me or has produced _____ as identification.



Stacy H. Medina
Commission # GG112600
Expires: June 7, 2021
Bonded thru Aaron Notary

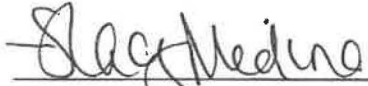

Notary Public State of Florida

EXHIBIT A

Drainage Easement Area

Tract 2A, Reunion Fairways 17 and 18, A Replat, according to the plat thereof, recorded in Plat Book 25, Pages 71 through 75, of the Public Records of Osceola County, Florida; together with

The 20' DE located within Tract G-2, Reunion Fairways 17 and 18, A Replat, according to the plat thereof, recorded in Plat Book 25, Pages 71 through 75, of the Public Records of Osceola County, Florida.

SECTION VIII

SECTION C

SECTION 1

Reunion East

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	3/14/11	Irrigation Turnover	Developer		On Hold	Issue on Hold Pending CUP Negotiation
2	3/16/17	Allocation of 532 Costs	Scheerer/d'Adesky		On Hold	Proposals from Yellowstone presented at August meeting. Counsel Sent Demand Letters for Costs to Each Parcel Owner. Publix Declined Sharing Costs.
3	1/11/18	Amendment to MSA to Incorporate Heritage Crossing Community Center & Horse Stables	Resort/Flint		In Process	Negotiations with New Resort Owners to Take Place Over the Course of 60-90 Days
4	4/11/19	Review of 4-Way Stop at Spine Road & Tradition Blvd.	Boyd		In Process	County advised District Can Move Forward with Installation.
5	4/11/19	Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones	Williams/Cruz/Scheerer		In Process	Proposed Towing Policy on September Meeting Agenda
6	4/11/19	Patriot's Landing Small Retention Pond Cleanup	Boyd		In Process	Board Approved Vendor to Commence Work in Fall
7	4/11/19	Creating Dog Parks/Playground	Goldstein		In Process	Proposals Have Been Received
8	5/9/19	Crosswalk in Front of Resort	Boyd		In Process	

Reunion West

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	1/11/18	Installation of Neighborhood Monuments	Scheerer		In Process	6 of 7 Permits Were Approved and Installation Has Begun

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
2	2/21/19	Cost to Install Parking Spaces at Valhalla Mail Kiosk Area	Boyd		In Process	Engineer Authorized to Prepare Work Authorizations for Parking Area and Landscaping Installations in Amount NTE \$10,000 Each. Chairman Authorized to Execute Authorizations.
3	2/21/19	Evaluate Traffic Lanes for Sinclair Road Gate	Boyd/Scheerer		In Process	Engineer Authorized to Prepare Work Authorizations for Traffic Lane Work in Amount NTE \$10,000. Chairman Authorized to Execute Authorizations.
4	4/11/19	Review of 4-Way Stop at Tradition Blvd. & Golden Bear	Boyd		In Process	County advised District Can Move Forward with Installation.

SECTION 2

Reunion West

Community Development District

Summary of Check Register

August 1, 2019 to August 31, 2019

Fund	Date	Check No.'s		Amount
General Fund	8/7/19	1466	\$	924.07
	8/13/19	1467	\$	7,402.05
	8/14/19	1468	\$	132.00
	8/26/19	1469-1471	\$	5,896.48
	8/30/19	1472	\$	143.32
			\$	14,497.92
Payroll	<u>August 2019</u>			
	David Burman	50449	\$	184.70
	Deborah Musser	50450	\$	184.70
	John Chiste	50451	\$	184.70
	Mark Greenstein	50452	\$	184.70
			\$	738.80
			\$	15,236.72

*** CHECK DATES 08/01/2019 - 08/31/2019 ***

REUNION WEST-GENERAL FUND

BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/07/19	00051	8/02/19	2360	201907 310-51300-31100	CDD MTG/CERT/SITE VISIT	*	924.07		
								924.07	001466
BOYD CIVIL ENGINEERING									
8/13/19	00020	8/01/19	449	201908 310-51300-34000	MANAGEMENT FEES AUG19	*	3,689.50		
		8/01/19	449	201908 310-51300-35100	INFORMATION TECH AUG19	*	183.33		
		8/01/19	449	201908 310-51300-31300	DISSEMINATION FEE AUG19	*	833.33		
		8/01/19	449	201908 310-51300-51000	OFFICE SUPPLIES AUG19	*	20.36		
		8/01/19	449	201908 310-51300-42000	POSTAGE AUG19	*	6.06		
		8/01/19	449	201908 310-51300-42500	COPIES AUG19	*	31.80		
		8/01/19	449	201908 310-51300-41000	TELEPHONE AUG19	*	23.14		
		8/01/19	450	201908 320-53800-12000	FIELD MANAGEMENT AUG19	*	2,609.33		
		8/01/19	450	201908 320-53800-46200	PUBLIX-BATTERIES	*	5.20		
								7,402.05	001467
GOVERNMENTAL MANAGEMENT SERVICES									
8/14/19	00035	7/31/19	179036	201907 300-13100-10100	AQUATIC PLANT MGMT JUL19	*	73.92		
		7/31/19	179036	201907 320-53800-47000	AQUATIC PLANT MGMT JUL19	*	58.08		
								132.00	001468
APPLIED AQUATIC MANAGEMENT, INC.									
8/26/19	00043	8/20/19	87275	201907 310-51300-31500	CDD MTG/CONVEY/MAIL NOTIC	*	1,006.75		
								1,006.75	001469
LATHAM, SHUKER, EDEN & BEAUDINE, LLP									
8/26/19	00005	7/17/19	83563940	201907 310-51300-48000	REQ. PROPOSAL ANNL. AUDIT	*	455.00		
		7/17/19	83563940	201907 310-51300-48000	FY19/20 BDGT/ASMT/CDD MTG	*	2,942.08		
								3,397.08	001470
ORLANDO SENTINEL									
8/26/19	00036	7/30/19	DUKE-DUK	201905 320-53800-43000	DUKE ENERGY #12715 05144	*	205.01		
		7/30/19	DUKE-DUK	201905 320-53800-43000	DUKE ENERGY #31537 19104	*	457.93		
		7/30/19	DUKE-DUK	201906 320-53800-43000	DUKE ENERGY #12715 05144	*	212.83		

REUW REUNION WEST TVISCARRA

REUW REUNION WEST TVISCARRA

SECTION 3

Reunion East/West CDD Direct Billed Assessments for FY 2019

District	Landowner	Product	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid	
Reunion East											
	Citicommunities					Nov	\$5,491	\$7,496	\$12,987	paid 2/25/19	
	35-25-27-4885-PRCL-OC30					Feb	\$2,746	\$3,748	\$6,494	paid 2/25/19	
			\$10,982	\$14,992	\$25,974	May	\$2,746	\$3,748	\$6,494	paid 5/30/19	
	Estoppel										
	Totals		\$10,982	\$14,992	\$25,974	Total	\$10,982	\$14,992	\$25,974		
							O & M	Debt	Total	Paid	
	LRA ORLANDO LLC		\$1,848	\$5,053	\$6,901	Nov	\$924	\$2,527	\$3,451		11/5/18
	35-25-27-4885-PRCL-OC30 4 MF					Feb	\$462	\$1,263	\$1,725		11/5/18
						May	\$462	\$1,263	\$1,725		11/5/18
						Total	\$1,848	\$5,053	\$6,901		
							O & M	Debt	Total	Paid	
	EHOF										
	11-1-15 Interest										
	27-25-27-2985-TRAC-FD20 30 Comm/755 MF		\$358,021	\$153,228	\$511,249	Nov	\$454,923	\$858,693	\$1,313,616	paid 1/2/19	
	35-25-27-4895-PRCL-01CD 242.29 Comm/701 MF/300 Hotel		\$490,846	\$1,207,865	\$1,698,711	Feb	\$227,462	\$429,346	\$656,808	paid 4/25/19	
	27-25-27-2985-TRAC-FD30 10 Comm/56 MF/104 Hotel		\$60,979	\$356,292	\$417,271	May	\$227,462	\$429,346	\$656,808	paid 5/2/19	
			\$909,846	\$1,717,385	\$2,627,231	Total	\$909,846	\$1,717,385	\$2,627,231		
District	Landowner		Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid	
Reunion West											
	Reunion West SPE										
	27-25-27-4927-0001-WC10		\$7,276		\$7,276	Dec	\$29,883	\$0	\$29,883	paid 1/30/2019	
	27-25-27-4927-0001-SF10		\$37,864		\$37,864	March	\$29,883	\$0	\$29,883	paid 3/28/19	
	27-25-27-4927-0001-SF20		\$41,725		\$41,725	June	\$29,883	\$0	\$29,883	paid 6/26/19	
	27-25-27-4935-0001-OXX0		\$32,667.00		\$32,667	September	\$29,883	\$0	\$29,883		
			\$119,532.00	\$0.00	\$119,532.00	Total	\$119,532	\$0	\$119,532		
	Reunion West HOA		\$202,932	\$0	\$202,932	Dec	\$50,733.00	\$0.00	\$50,733.00	paid 1/30/2019	
	22-25-27-4923-0001-00B0					March	\$50,733.00	\$0.00	\$50,733.00	paid 3/28/19	
						June	\$50,733.00	\$0.00	\$50,733.00	paid 6/26/19	
						September	\$50,733.00	\$0.00	\$50,733.00		
						Total	\$202,932.00	\$0.00	\$202,932.00		