

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, September 12, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

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

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Scheerer	Field Manager
John Cruz	CWS Security
Kevin Baker	Kingwood International Resort
Residents	

**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: Do any members of the public have comments for the Reunion West CDD?  
Hearing none,

**THIRD ORDER OF BUSINESS**

**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**

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

Mr. Greenstein: No material changes are needed.

On MOTION by Mr. Greenstein seconded by Mr. Burman with all in favor approval of the Minutes of the August 15, 2019 Board of Supervisors Meeting as presented and acceptance of the minutes of the August 15, 2019 Audit Committee Meeting Minutes were approved.

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

#### **Ratification of Agreements with Grau & Associates to Provide Arbitrage Rebate Calculation Services for the Series 2016, Series 2017 and Series 2019 Bonds**

Mr. Flint: The District is required under the IRS rules to perform a calculation to ensure we are not earning more interest than we are paying. Grau & Associates has historically provided those. I am asking the Board to ratify the agreement.

Mr. d'Adesky: It is standard form of agreement. They have done this service before and they are competent to do the service.

On MOTION by Mr. Chiste seconded by Mr. Greenstein with all in favor the Agreements with Grau & Associates to provide arbitrage rebate calculation services for the Series 2016, Series 2017 and Series 2019 Bonds in the amount of \$2,500 were ratified.

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

#### **Ratification of Series 2019 Requisition #1**

Mr. Flint: This has already been reviewed, executed by the District Engineer and by the Chair. It's been submitted to the Trustee and processed. Requisitions are not required to be approved by the Board in advance of funding, but as a practice, we bring them back to the Board for ratification, just so they get into the record. It's payable to the Reunion West Development Partners in the amount of \$3.9 million for the acquisition of improvements that were constructed as identified in the Engineer's Report.

Mr. d'Adesky: Where does the Construction Fund stand after this requisition?

Mr. Flint: Let's see.

Mr. Chiste: Is the Construction Fund related to the Series 2019 bonds?

Mr. d'Adesky: Yes.

Mr. Flint: I will have to get you an answer on that. I don't know.

Mr. d'Adesky: We will discuss it when we get to the fund balances, but as we draw it down, we are going to make some conveyances.

Mr. Chiste: All of the work was completed in creating Reunion West, Phase 4.

Mr. Flint: Are there any questions or comments? Hearing none,

On MOTION by Mr. Chiste seconded by Mr. Greenstein with all in favor Requisition #1 for Series 2019 was ratified.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Security**

Mr. Flint: The Amended and Restated Security Services Provider Agreement in the agenda package is just an example. This is the draft agreement for Reunion East. The agreement for Reunion West would be identical. Originally, back in 2005, the District entered into an agreement with the Master Association to fund a portion of the security costs within Reunion West. That agreement lapsed, but the original concept with the agreement, was that the District owns the roads and the three guardhouses. The resort has a wider scope of work for security then just staffing the three guardhouses on behalf of the District. So, the Reunion West agreement was originally worded where there was not a dollar amount specified that they would contribute. I think a minimum of \$1 was in that agreement. For a period of time, I think Reunion West was paying \$1 per year. The agreement with Reunion East had a minimum payment of \$140,000 and then it would be adjusted annually, based on the District's adopted budget. What we ultimately ended up doing is paying the \$140,000 out of Reunion East and treating it as a shared cost between Reunion East and Reunion West, based on the platted lots, the same way we split landscaping and everything else. That's how we have been operating. When the recent switch came about with Community Watch Solutions, it prompted us to go back and look at the agreements that are in place to see if there was any notice provision in there that we should've received, etc. There is no notice provision. The agreement gives the authority to the Master Association to pretty much make the decisions regarding the security and the security provider.

Mr. d'Adesky: I think the bigger issue is that the agreement lapsed, and all of those provisions no longer apply. Once again, we discovered that inadvertently through looking back at this just to make sure, checking those terms and realizing that was never subsequently renewed. So that is a bigger issue. Effectively we have a written contract in place because without a written contract there is effectively no agreement, because we are a government entity. So actually, those terms don't apply right now.

Mr. Flint: I'm just getting a history.

Mr. d'Adesky: It's the history, but I don't want him to be confused that those are applicable as of today. They are not.

Mr. Greenstein: Are any ratification actions required?

Mr. d'Adesky: I think administratively, what we need the Board to do is to authorize the District to enter into something in writing, so we get that in place as soon as possible, and there are guidelines as to how this relationship is going to move forward. George, I don't know if you thought about this, but since it's dealt with through the Interlocal Agreement, just like any other shared expense, there are two ways we can do it. We can do it like we did in the past where each one side enters into an agreement with the POA or Reunion West could enter into an agreement with Reunion East and delegate authority for Reunion East to enter into the contract under both lands, so there is only one contract between the Master Association and the CDD. Either way is fine with us, since the shared expense effectively works the same way. Just so everyone knows, the language in this agreement was outdated from the old version. There was marketing information, which was removed, because clearly that doesn't apply anymore. There were some indemnities that were against Florida Law and a lot of other provisions that were not applicable to current law.

Mr. Greenstein: It was only 14 years ago.

Mr. d'Adesky: So, other than the update I tried to keep it as close to the original as possible, so it wasn't deviating from what was agreed to.

Mr. Greenstein: As far as the approach, I personally like the interlocal approach where we don't duplicate efforts administratively going forward. We funded it that way, other than the fact that the \$1 deal came up as a result of the recession.

Mr. Flint: Right.

Mr. Greenstein: There was a budgetary exigency. Of course, I wasn't a member of the Board at the time. I was in the audience but I remember it was to enter into with the understanding that was what we needed to do in order to keep things floating.

Mr. Flint: Right.

Mr. Greenstein: I personally don't have a problem with Reunion East taking the lead on working out the agreement and Reunion West adopting it. John, do you have a problem with that?

Mr. Chiste: No, I don't.

Mr. Greenstein: This way we don't duplicate efforts and it's still based upon platted lots.

Mr. Flint: Yes. You probably want some provision in the Reunion East agreement to protect Reunion West that says, "Based on the appropriation of funds," or "subject to the appropriation of funds." That way if for some reason in your budget, you can't budget the amount, Reunion East is not obligating you for something you haven't budgeted.

Mr. d'Adesky: Right. There are a couple of more paragraphs to add to this, but it's one less agreement. It also provides less exposure for Reunion West, because you are not dealing with two separate contracts. You are dealing with one contract that is with Reunion East.

Mr. Greenstein: So, what action do we need to take today?

Mr. d'Adesky: To delegate authority to at least one member of the Board, whomever that may be, to enter into an agreement or an addendum with Reunion East, allowing them to negotiate the updated security services agreement with the Master Association.

On MOTION by Mr. Chiste seconded by Mr. Burman with all in favor entering into an agreement or an addendum with Reunion East, allowing them to negotiate the updated security services agreement with the Master Association was approved.

Mr. d'Adesky: Thank you everybody.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Drainage Easement Agreement**

Mr. Flint: The agreement was provided by Encore. The copy you have in your agenda package was executed by John, but they are holding that signature page pending the Board's discussion and action. I asked for a map delineating where the easement was. Unfortunately, they weren't able to provide it in advance of the meeting.

Mr. Chiste: George, I know it is probably a little late, but I sent it to you via email?

Mr. d'Adesky: This was sent to me. I reviewed it and it is in standard form. I know that I pulled the tract at one point and it is indeed a CDD tract.

Mr. Chiste: The sketch of the description is very small. Now that the property is basically developed in the Bear's Den area, between us and Kingwood relative to the Club, we noticed that there were some potential drainage issues, but it basically provides certain easements in order to make sure that everything drains properly.

Mr. d'Adesky: Maybe this is an Alan and George question. Has the District budgeted for the maintenance of these facilities and will it fit within our current budget for stormwater?

Mr. Flint: I don't even know what the facilities are. My suggestion would be that the Board not hold up any potential issue with the development and the County, if you approve it subject to review by the District Engineer. Then if the District Engineer signs off on it, the Chair would be authorized to execute the drainage easement.

On MOTION by Mr. Burman seconded by Mr. Greenstein with all in favor approval of the Drainage Easement Agreement, subject to review by the District Engineer was approved.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Flint: Andrew?

Mr. d'Adesky: There are ongoing issues. We had some inquiries regarding estoppels. I've been addressing those on an ongoing basis. If anybody has any questions, let us know.

#### **B. Engineer**

Mr. Flint: Steve was unable to be here. As far as the traffic lanes for the Sinclair Road gate, he had to do some redesigns prior to submitting for permitting. So, he expects that to occur within the next week or two. Then it will be submitted. He is still working on the four-way stop and the mail kiosk parking. He has made the lane for Sinclair Road the priority and once that gets submitted, he will direct his attention to the other two issues. That was all he wrote in the email he sent to me with his update.

#### **C. District Manager's Report**

##### **i. Action Items List**

Mr. Flint: I think we have all seven permits now.

Mr. Scheerer: That is correct. There are five constructed or under construction. They are going to do the one at Castle Pines last. We received the Golden Bear permit recently. So, locates have been called for that. If you haven't seen them, they look good. The one at the main entrance at the Sinclair Road gate is going to look really nice. Mark and I still have to meet with them to review the granite, font and language before we have those created.

Mr. Greenstein: Mr. Baker, we will send you a request from the UCC Group based upon our verbal request of what we want it to look like or you can sign off on it or modify it or work with us on agreeing to what we want it to look like. Then we can consider the one on the east side. So, I am assuming that you want them both to look the same. Just so everyone knows, the font of the neighborhood signs will be the same as what we have on the east side. So, no one will know what year they were placed other than looking at the shininess of the granite or the lettering. The only one that we really need to look at would be the one at the main gate on Sinclair Road.

**ii. Approval of Check Register**

Mr. Flint presented the August check register in the amount of \$15,236.72.

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

**iii. Status of Direct Bill Assessments**

Mr. Flint: All of them are up to date and paid.

**NINTH ORDER OF BUSINESS**

**Other Business**

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

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Greenstein: I wanted to mention, so it's in the record and the Board can opine, what's going to be happening on the east side relative to parking and towing, I'm going to recommend that the west use the east experience to determine down the road what needs to be done relative to the west, rather than try to include them in this demonstration project at this time. There are some areas, probably a lot more areas, quite honestly, on the west side that need to be addressed relative to parking and towing. I think we can learn a lot from the east experiment and without too much delay, the west can then pick up on lessons learned from the east. Does that make any sense?

Mr. Mancke: It makes sense.

Mr. Greenstein: John, I'm assuming you're okay with that.

Mr. Chiste: What?

Mr. d'Adesky: Do you not know what's going on?

Mr. Chiste: This is like basic math.

Mr. d'Adesky: Yes. What I think he's saying is that the east is adopting a Parking and Towing Policy restricting certain types of parking. So, for certain streets that are very busy, there have been incidents where people actually can't get by. We expect Reunion East adopting a policy where on certain roads where they have this particular problem, they will prohibit parking on one side of the street and overnight parking within certain hours. To do that, they implemented a Towing Policy, so anyone who is there, after a warning, will be towed. Now, that's only limited to certain roads within Reunion East that have been problematic. It's not the entire District and certainly not every road. It's not even the complete road. It's only portions/sections of certain roads.



Mr. Chiste: Would it affect certain individuals' homes and not others?

Mr. d'Adesky: It affects areas that have been identified by staff as particularly problematic that prevent access, both by other guests and potentially by emergency vehicles, which is why those areas were identified. They weren't identified arbitrarily. They were identified after an analysis of the community and several people looking at it. I know John Cruz looked at it and Alan looked at it and other folks had a chance to discuss it. The Board had a chance to discuss it at the last meeting and picked those roads out specifically, because there were problems on those roads. So, it wasn't an arbitrary decision, but as soon as they adopt this policy and people start getting towed, you better believe we are going to get feedback from that.

Mr. Greenstein: Well, we are going to have to hear them at a rulemaking hearing.

Mr. d'Adesky: Yes. We have to have a hearing. We haven't even adopted it yet. We have to schedule a hearing and I'm sure there will be people at the hearing. I'm sure that even those people that don't come to the hearing will come to the meetings after they have their first towing.

Mr. Greenstein: We have people who are intimately familiar with the problem and others who think with two cars parked on either side, they can get a fire truck through. So, it's going to be an interesting hearing/meeting. I think the west should stay back at this point. Let's see what happens in the east and pick it back up in the west at a later date.

Mr. d'Adesky: Typically, up to this point, whenever the west or east has done something, one side does something and both sides do something. I think this is a very good case where you want to let them deal with it and then see how it goes.

Mr. Chiste: I agree.

Mr. Greenstein: Good. I just wanted to get it on the record, so the west doesn't come back to me or anyone else and start saying, "Well if it's good enough for the east, why aren't we doing it in the west?"

Mr. Chiste: I appreciate it.

Mr. d'Adesky: I'm sure, John, if you have any other questions after they adopt it, you can call Mark and he can tell you how people feel.

Ms. Musser: After they adopt it, will signs be made?

Mr. d'Adesky: Yes. Signage will be required. There will be single warnings issued and then towing.

Mr. Greenstein: That's it for me.

Mr. Bagley: This is Jim Bagley. Can I make a comment?



Mr. d'Adesky: Sure Jim.

Mr. Bagley: I keep hearing this towing and parking referred to as an experiment. How would you qualify that as an experiment when you are trying to adopt a policy after a public hearing? It doesn't sound like an experiment. It sounds like it's going to become a law.

Mr. d'Adesky: It is both, Jim. It's going to be an actual rule of the District, but I think he's referencing it that way, because it's a rule that's limited to certain areas and not throughout the entire District. It's a colloquialism used by Supervisor Greenstein. An experiment is not a legal term, so we are not using it in any legal sense.

Mr. Greenstein: In the minutes at a previous meeting, I said it was a demonstration project.

Mr. Bagley: It's not a demonstration project. It's actually going to become a rule.

Mr. Greenstein: Potentially.

Mr. d'Adesky: Yes.

Mr. Flint: If they have a hearing and it's adopted. It's not Reunion West that's dealing with that right now. It's Reunion East.

Mr. Bagley: I understand that, Supervisors, but you are setting up a pattern. All I would ask is it seems to be arbitrarily targeted at certain areas, which are likely going to be larger vacation homes. The Board has the responsibility to represent all constituents.

Mr. d'Adesky: Thank you for your comment, Jim.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Next Meeting Date**

Mr. Flint: The next meeting date is October 10, 2019 at 12:30 p.m.

#### **TWELFTH ORDER OF BUSINESS**

#### **Adjournment**

There being no further business,

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

  
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Secretary/Assistant Secretary

  
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~~Chairman~~/Vice Chairman