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, December 10, 2020 at 12:30 p.m. at Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark Greenstein	Chairman
David Burman	Vice Chairman
Michael Mancke	Assistant Secretary
Sharon Harley	Assistant Secretary
Graham Staley	Assistant Secretary
Also present were:	
The present were.	
George Flint	District Manager
Tricia Adams	District Manager
Jan Carpenter	District Counsel
Molly Maggiano	District Counsel
Steve Boyd	District Engineer by phone
Alan Scheerer	Field Manager
John Cruz	Reunion Security
Nicole Ailes	Yellowstone Landscape

FIRST ORDER OF BUSINESS

Mr. Flint called the meeting to order at 12:30 p.m. and called the roll. All five board members were present constituting a quorum.

Roll Call

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: This is an opportunity for the public to provide comments to the Board on agenda items, or items not on the agenda. We do have a call in line for any members of the public that cannot physically be here or do not want to physically be here. We have a call in line for the public as well as we have some members of the public here. If any member of the public does have comments we would ask that they state their name and address and try to limit their comments to three minutes. Are there any public comments at this time, either on the phone or here at the meeting? Hearing none, we will move on to the next item.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 12, 2020 Board of Supervisors' Meeting and Acceptance of the Minutes of the November 12, 2020 Landowners' Meeting

Mr. Flint: Next is approval of the minutes from the November 12, 2020 Board meeting and the acceptance of the minutes of the November 12, 2020 Landowners' meeting. Did the Board have any comments or corrections on either set of minutes?

Mr. Staley: I have a few small points on the minutes themselves. On page 8 about halfway down the page, it talks about the parking spots. There are four spots, not two. On page number 10, near the bottom of the page it talks about "if security fines" which implies some sort of violation. It should be "finds".

Mr. Flint: Any other comments or corrections?

Mr. Staley: On that same page when we talk about sidewalk extensions, I think there are a couple of others that probably need doing. Golden Bear and Traditions, a small section there. Traditions and White Marsh, there is a small section there. I don't mean it's urgent, but it should be on the list.

Mr. Flint: Okay, Alan is making a note of that. Anything else? If not, is there a motion to accept the minutes as amended?

On MOTION by Ms. Harley, seconded by Mr. Greenstein, with all in favor, Approving the Minutes of the November 12, 2020 Board of Supervisors' Meeting and Accepting the November 12, 2020 Landowners' Meeting, were approved as amended.

FOURTH ORDER OF BUSINESS

Consideration of Proposal from Reserve Advisors to Prepare Reserve Study

Mr. Flint: This item came up at the last meeting. Reserve Advisors prepared the last Reserve Study, I think that was in 2009.

Ms. Carpenter: 2008.

Mr. Flint: 2008, and with everything that's been going on since 2008 with the default and the cleaning up of the bonds and the build out of the community, the changes in the allocation of costs between East and West, we've not updated that report. We believe it's time to go back and have a Reserve Study done again. The way that we are suggesting it be structured and the way it was done last time, is because there's an interlocal between Reunion East CDD and West CDD allocating maintenance cost and capital costs, it makes sense to it as one Reserve Study. We'll have them break out East and West, but really if you are going to look at the roads from a renewal

and replacement perspective we are need to be looking at all the roads. The amenities are a shared cost between both Districts although Reunion East technically owns those. The proposed expense for this study is \$7,500.

Ms. Carpenter: Retainer.

Mr. Flint: I'm sorry, the retainer is \$7,500 and the total is \$15,000. That would be split between East and West on the same basis that the other operating costs are split; I think it's 52% Reunion East and 48% Reunion West right now. This firm does most of the Reserve Studies that we've been involved with. There are a couple of other companies out there, but I don't believe the costs is going to be less. There are instances where Districts have their Engineer prepare a Reserve Study and in those cases they may be more detailed, but they tend to be significantly more expensive. The additional detail may not be warranted based on the additional expense. Any comments or questions from the Board on the proposal?

Mr. Staley: This scope is what I would call union, this east and west.

Mr. Flint: Correct.

Mr. Staley: I struggle to find any reference to the roads, the lighting, and the storm tracts, which are the biggest parts of that infrastructure. Unless I am mistaken, it seemed very focused on buildings.

Mr. Flint: Yes, it does include the roads. This is just a proposal not the agreement. The storm water systems you typically do not include those a Reserve Study just because most of the components are made out of concrete, they typically have a 30 to 50 year life span. So, you usually don't include storm water systems in the studies, but obviously roads are a significant portion of what this study would cover as well as the bridges.

Mr. Greenstein: The bridge inspection is done; we do have an engineering firm that actually performs periodic checks.

Mr. Flint: Actually, FDOT does it on our behalf. We used to have to do it directly, but FDOT included it in their bridge inspection program and they do it now.

Mr. Boyd: FDOT took over the ones that are over active highways, they did not take over the one that goes over the creek additionally. We probably need to reengage that private firm to do those inspections.

Mr. Flint: So, the Davenport Creek bridge is not. It also hasn't actively been used. It hasn't been inspected, and it was not required to be. The I-4 one is being done.

Mr. Boyd: Once it is open I think we can get FDOT to add it. I guess they did not want to take over a bridge that was not actively being used.

Mr. Flint: Okay, any other questions or comments on the proposal?

Mr. Staley: The I-4 bridge, I asked the question the last meeting, we're not building on a specific reserve for that bridge are we? I think that is part of the assessment process.

Mr. Flint: No, we are not right now.

Mr. Stanley: There is nothing you need for that bridge that is part of the general reserves? Mr. Flint: That's correct.

Mr. Stanley: I just want to be sure because I have been asked about that a couple of times by other people.

Mr. Flint: No, Reunion West has about a \$1,000,000 in their Capital Reserve. It's not specifically allocated for any specific replacement and renewal. Reunion East has about \$3,000,000. That's all just a matter of history of both Districts and the defaults and the repayment of delinquent O&M. There was a lot of factors that played into how Reunion East ended up with more in their Capital reserve than West did. There was a significant default in East, when that default was resolved there was a portion of the default that was O&M, and a portion was debt. The District received kind of a windfall. That money was placed into the Capital Reserves. We need to look at all that. The allocation of cost between both, how much can be contributed annually, how much is being placed right now, that would all be part of this process. Any other comments?

Mr. Greenstein: Reserve Advisors is obviously familiar with our property. It's kind of a specialized area of expertise and it's kind of a boutique business. I am assuming there are not many alternatives.

Mr. Burman: Well there are, but Reserve Advisors have done Reserve Studies for all the condos in Reunion already. Just so you know, they go through, and they do some investigation first and they develop the scope from that investigation. So, they are going to look and say what are your obligations, roads, buildings, whatever it is that goes into the scope of what they do. They don't really have bid until they do the investigation.

Mr. Greenstein: That's good to know. Appreciate that, David.

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Proposal from Reserve Advisors to Prepare Reserve Study, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Security Services Agreement with the Reunion West Property Owners' Association

Mr. Flint: Next item is a proposed agreement between the Reunion West Property Owner Association and the Reunion West CDD. We have a member of the Reunion West Property Owners' Association Board here at the meeting. Recently the Developer turned over the Property Owners' Association to the residents and this Property Owners' Association basically covers the Encore Developments in the vicinity of Sinclair Road and Old Lake Wilson. Those developments don't fall under the Master Association that covers the rest of Reunion. As part of that turnover of the Property Owners Association to the residents there was also cleanup of ownership of the storm water system and the roads. We talked about this at a prior meeting, and I believe the Chair was authorized to execute the documents necessary to accept those conveyances. So as a part of that process, because now the roads and the landscaping and storm water are being turned over to the CDD, because those roads, the gates, the gate control systems, were all funded with CDD bonds. They are going to be owned and maintained by the CDD just as all the roads are everywhere else in Reunion with the exception of Bear's Den. Those roads were not funded, they were privately funded. Those are the only private roads within the Reunion West CDD. In a similar fashion to the arrangement, we have in the rest of Reunion. Reunion East and West CDD's both entered into an agreements with the Master Association authorizing the Master Association to engage security and operate the gate houses. Because those developments don't fall under the Master Association, we need a separate agreement between the Reunion West CDD specifically and that Property Owner's Association which would allow them to operate the gate house and engage security. Obviously it would have to be done in accordance with the statutory requirements of the public access requirements and those sort of things. District Counsel has drafted this proposed agreement for the Board's consideration. Jan, do you have any other input?

Ms. Carpenter: We did provide the agreement to the Property Owners' Association.

Mr. Flint: The Board just got this a couple of days ago, also. So, it's no criticism of the POA that we haven't gotten any response back, because we just got it to them this week. We are aiming for that January 1 takeover. You are also going to be considering proposals for landscape maintenance. Our hope is that we all, effective January 1, would make that switch. This would be part of that process, the Security Agreement would either need to be with the District or with the HOA and the HOA authorized to do it for an agreement like this.

Mr. Greenstein: From my review of the document it appears to be in the same form, same substance, as we currently had in place for East and West CDD's. Does the HOA need more time?

Ms. Carpenter: I suggest that the Board if they are comfortable, because it does match what's in place for the other roads, approve it. Then delegate authority to one Board member to be able to approve a final form. That would allow time for the POA to give input if they have it, and if any Board members have comment they can send them to Tricia also. We could still get it signed before the 1st if there's no issue. That would avoid not having it in place by the 1st. Can the POA give us comments in a couple of days?

Resident (HOA Member): Yes. I read it last night and I will take my comments to the Board meeting immediately after here.

Ms. Carpenter: If the Board's comfortable with that, that's one way we can handle it and delegate it to someone if there's any other changes that would be subject to staff and counsel review as well as allowing them to sign off and okay and final changes.

Mr. Flint: Okay, is there a motion to approve the agreement in substantial form and authorize the Chair to execute it?

On MOTION by Mr. Staley, seconded by Mr. Burman, with all in favor, the Security Services Agreement with the Reunion West Property Owners' Association in substantial form and Authorizing the Chair to Execute the Final Form, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Landscape Maintenance Proposals

Mr. Flint: Related to that same topic, we are going to have to take over the maintenance of the common areas and storm water areas that are owned by the CDD within the Encore developments. As a result, again, we are looking at a January 1st time line to take that maintenance responsibility over. Obviously, we didn't have the time to do a full blown sealed bid process, so what we did is we reached out to the company that currently maintains that landscaping, that is Created North, Inc. We reached out to Yellowstone, which is a company that maintains the other CDD areas within East and West. We reached out to Florida Commercial Care, which is the company affiliated with the resort that now is maintaining the resort commercial landscaping on behalf of Kingwood. And then Omegascapes, which is another landscape maintenance company that we've worked with in some other communities. You can see there's a significant variation, or disparity in the pricing. I will tell you that each company was provided the same detailed scope

and a detailed map. So the areas to be maintained and the scope of service were very clear. Alan did meet with several of the companies on sight. Did you meet with all of them?

Mr. Scheerer: Yes, I met with all of them.

Mr. Flint: Alan met with all of them. Florida Commercial Care was the lowest and the highest was Omegascapes. I think we have representatives of Creative North and Yellowstone here, but we weren't contemplating that there would be any presentations or questions and answers.

HOA Member: When we initially brought this up, about the different entities within Encore, it made sense to me if we were maintaining the bulk of it, that we could do something together with the CDD, so that the cost savings would be distributed. If all three entities are going with the same company, chances are that we could get a better deal, all three of us together.

Mr. Flint: Who is the 3rd entity?

HOA Member: The clubhouse.

Mr. Flint: Okay.

HOA Member: Even if it were the two of us, CDD and POA together. For the area that you guys have and the memo, I think it is possible with what we are working with. It would be easier for people to know who to call, because it is one typical landscape and maintenance people.

Mr. Flint: Maybe in an ideal world we would be able to do that, but with the compressed time frame that we are facing and having to take this over on January 1.

HOA Member: I had purposed it sometime ago, I'm sorry that it didn't get all the way through to you guys.

Mr. Flint: Well, I think there's been some confusion. You all are getting your hands around operating the Association and what your responsibilities are, we are doing the same thing. Our recommendation may work out with that plan, but I'm not sure where you all are and reaching out and getting pricing as well.

HOA Member: We've already done it.

Mr. Flint: Our recommendation at this point would be to stay with the existing contractor. All of the CDDs agreements have a 30 day termination provision without cause. If the Board was inclined to stay, I think the easy button is to stay with the existing contractor, and then in the meantime if we want to do something like you are discussing where we got into a joint bid we still have the option to do that.

Ms. Harley: The existing contractor being Created North?

Mr. Flint: Yes.

Mr. Greenstein: This is not an action that we anticipated. We did not go out with full blown RFPs we normally do. It was done in an administrative way. It was tied to internal identification of a variety of CDD responsibilities. I think the idea of continuing Created North, and the fact that we have the 30 day kickout, I consider it a temporary extension. Even though the form of the contract would say a year. I know we will discuss the future plans to review the overall landscape support situation for Reunion overall. This is one piece and I think the best thing do would be to continue Created North. A lot of times people would say let's continue on a month to month basis until we resolve the bigger landscape support.

Mr. Staley: I agree with a lot of what Mark is saying. It is obvious to me that the CDD is getting bigger in terms of operation involvement. We need to take some time to stand back and say where are we going. It's time to take a look at what the next 18 months or two years looks like. We should try to work more together because at the end of the day it's one CDD. I would support a one year contract and I assume that this scope of work is consistent with what we use. I would support a one year extension as long we have that 30 day opportunity. Most of the vendors will be aware of what we are planning to do and at the appropriate time in 2021 we can kick off a full presentation of what we are asking them to do.

Ms. Harley: Is it not more beneficial to the CDD to only have one contract to deal with? We would be having two then.

Mr. Staley: To the point, I would expect early in the new year to actually launch a full process for landscaping.

Mr. Flint: In an ideal world that would be the case, but then you look at the cost of doing that.

Mr. Burman: I was just getting ready to say, we also have cost considerations here.

Mr. Flint: It's a significant cost increase if we were to stay with.

Ms. Harley: The entire CDD and Reunion West and East within the main resort here, is that all handled currently by Florida Commercial?

Mr. Flint: No, Yellowstone. We jointly bid for both CDDs several years ago. All the entities entered into a contract with Yellowstone, but then the Resort exercised their right under that arrangement to be able back out and enter into an agreement with another company. That is when Florida Commercial Care came in. All the individual home sites, the Resort, and all the CDD areas were all Yellowstone at one point. But the Resort and the POA both terminated their

agreement with Yellowstone and entered into separate agreements. We don't actually have the same arrangement that the Reunion West POA is discussing. We did about a year and a half or so ago, but right now we have different providers. This action doesn't preclude us from at some point next year deciding we want to bid everything out and do it jointly again. But that would require the POA and the resort to agree, as well as the Reunion West POA and their club. Again, we can do that if that's the direction we need to go next year.

Mr. Greenstein: If I am just viewing this as an administrative matter, things are transitioning on paper from POA to CDD. POA was responsible previously. Or we can just say the developer was responsible previously for landscape maintenance of that property. And now, the pieces that rightfully belong to the CDD which are perimeter pieced are being transferred to CDD. We need to be responsible as of January 1.

Mr. Flint: That's the time frame we are discussing.

Mr. Greenstein: I just view it as an administrative matter and a temporary thing and step back and look at the entire landscape situation sometime in 2021.

Mr. Staley: I agree, and as George says, maybe the HOA would like to do something together in a second phase but to get us past this next 14 or 15 days with the District, we need to do something today.

Mr. Burman: I would just add that it might be fair to the vendors, instead of 30 days' notice, maybe make it 60 days to demobilize a crew if they have to. If that happens, 30 days is tough. But whatever we do today should be temporary.

Mr. Staley: I think we are very transparent in letting them know. It makes sense to do a temporary arrangement until we can get organized.

Mr. Flint: And this doesn't preclude what you were discussing if it makes sense for us to do a joint bid at some point down the road. We are just trying to, like you said, 15 days from now we are going to have to start cutting grass out there and we want to make sure we've got the ability to do that.

Resident (HOA Member): Well, we are already on it.

Mr. Staley: If it helps, I'll make a motion to move forward with Created North.

Mr. Flint: Do you want to do it extend the clause to 60 days, or keep it at 30?

Mr. Greenstein: I think 60 days is a reasonable transition, rather than 30.

Ms. Carpenter: Excuse me, don't we have 30 in most of our contracts?

Mr. Flint: All of our other contracts do.

Mr. Burman: That's fine, I don't want to disrupt the apple cart.

Ms. Carpenter: When they go out to bid, they'll know because they'll receive a bid package and all the vendors. We like to keep it to 30 in case we have issue.

Mr. Flint: We can, even though the agreement says 30.

Mr. Greenstein: 30 establishes a minimum.

Ms. Carpenter: Yes, we can give them more.

Mr. Flint: Exactly. Normally what we would do in a bidding situation like that is it takes more than 30 days to do that. So, we would either exercise the 30 days and then go on a month to month, or we could do a longer notice in that case. The 30 would be the minimum. So you may want to keep the 30 like we talked about and if the circumstances require, you could extend it.

On MOTION by Mr. Staley, seconded by Mr. Greenstein, with all in favor, the Landscape Maintenance Proposal with Creative North, was approved.

Mr. Staley: On the same topic, George, how do you pay for this?

Mr. Flint: Well, that's a good question. Reunion East and West have some recent budgetary challenges which affect both Districts because of your Interlocal Agreement. So your approval of this today really is also binding Reunion East to pay 52% of this cost. Just like with Reunion East, and the operation of 7 Eagles, which is now a Reunion East obligation, which is an estimated annual cost of about \$180,000 would bind West to pay \$48% of that \$180,000. Both situations were not anticipated they've come up. We have adequate funds to carry us through the current year and Reunion West, we have a little bit in excess of \$300,000 over our 3 month operating reserve in the general fund. So, you have your 3 month operating reserve and then you've got between \$300,000 to \$350,000. This cost in \$180,000, if you take 42% of that, and then you take 42% of the \$180,000 for Reunion East, that's what's going to hit Reunion West this year. So, that will come out of that \$300,000. You'd still have a 3 month operating reserve, which is what you want. You'd still have the \$1,000,000 in your capital reserve. Obviously during the budget process these issues are going to come into play. We also review the allocations between both Districts every year, so that percentage of 52 to 48 may change. I would expect there's going to be pressure for an assessment increase both in Reunion East and Reunion West going into the next fiscal year.

Mr. Staley: Who was paying for this before?

Mr. Burman: The Reunion West POA.

Mr. Staley: So, the Homeowners may be part of that.

HOA Member: Well, I was also hoping for confirmation, because to my knowledge, the POA has been paying for everything within Encore for 5+ years. But in addition to that, every single homeowner for all those years, has also been paying towards the CDD without really knowing that we have access to the CDD, to all the amenities over on the Resort side. It's something since turnover that we've been more in the know of. So, we have been paying into it for all these years but we haven't been benefiting from it, to our knowledge.

Mr. Staley: So next year, that money you've been collecting on behalf of the POA for the landscaping, what happens to that money? You've been collecting through assessments to pay for landscaping, what happens to that money now?

HOA Member: The money that we've collected for the landscaping has been paid to landscaping.

Mr. Flint: Their fiscal year starts on January 1. I assume you are looking at reduction in your HOA fees now that these expenses are going away. Possibly that could happen, but that's not really our issue.

Mr. Greenstein: Reallocations.

Mr. Flint: I understand what you are saying, but because the Developer was, and whether they were using the POA or how they were funding it, the Developer was in control at that point of maintenance of those areas and had not officially turned those areas over to the CDD. The CDD didn't have an obligation until now. Obviously there's maybe some inequity issues there, but it's not something we can go back and cure at this point. I think we just need to move forward and make sure we are going forward now that we've done a conveyance to insure that everyone is funding the proper areas.

Mr. Staley: Correct me if I am wrong, it is possible that there could be an assessment increase to cover landscaping in 2022.

Mr. Flint: It would be for everybody. The good thing for them is now that those cost are going to be spread over all of Reunion East and West. Where previously, the costs were just being born by Encore. Theoretically, with everything else held the same, their HOA budgets are going to be going down more than the CDD is going to go up. Because now all of those fees are spread across the entirety of Reunion. They should see a net decrease.

HOA Member: In our landscaping.

Mr. Flint: Yes, in your landscape.

Ms. Hartley: Not everything else.

Mr. Flint: There may be other issues that other areas that have to go up.

Mr. Flint: This is just a good discussion, and obviously, even the dialogue between the CDD and the Reunion West POA, now we need to work on making sure whatever we send out email blasts now, we are making sure that the POA Manager from Encore is also getting those. Now they are going out to those neighborhoods as well. Previously, we were under the impression that they were going to everybody, but now we are specifically sending it to them to make sure that those neighborhoods are also getting notices for meetings or any of the other things that we send out.

HOA Member: Could there have been one about this meeting?

Mr. Flint: No, the website has our agendas and meeting dates and notices. We don't typically send email blasts out for specific meetings. The annual meeting schedule is on the website as well as they agenda.

Mr. Greenstein: They are usually the second Thursday of each month.

Mr. Staley: It would be helpful if you could put the time and location on the home page. I spent about 20 minutes yesterday trying to find it, and I know what I am looking for.

Ms. Carpenter: Are we sticking to 12:00 now? Because it use to be 12:30?

Mr. Flint: Yes, as long as an hour is enough time, I think we will stick with the 12:00. Previously we only had half an hour between this meeting and the Reunion East meeting at 1:00. So in order to give the Board more time, we moved it a half hour earlier at the last meeting. So, we'll update them on that page with that information.

SEVENETH ORDER OF BUSINESS Presentation of Recreational Use Survey

Mr. Flint: We had talked about this as one of the very few pieces of property the CDD has where an amenity could be located. The possibility of disseminating a feedback survey to the residents to get ideas of what their preferences would be for use of that property. Tricia has put together a draft. The thought was it would be sent out through Survey Monkey, which is an online survey software to be able to get input and feedback from the community on what they would be interested in seeing. This is a work in progress. This is a draft, we wanted to make sure we got feedback from the Board before we sent anything out. Tricia do you want to?

Ms. Adams: Yes, so in October's meeting the Board was reviewing a parcel on Grand Traverse Parkway. My apologies, this copy is not very clear to see, but the small image on the right side there is a parcel and it is outlined, it's approximately one acre and this parcel is budding

a conservation area as well as a private residential lot. Then the next parcel is a little easier to see, that's the one on the left side. This is the green area, by the mail kiosk. It looks like that area is about 1/3 of an acre or so. The form of the survey would be electronic delivery and it would be distributed though the Master Association and the Neighborhood Associations. The feedback from the residents would be automatically generated for the Boards. So, a portion of the survey the Board would take interest in and especially would be potential land use. On the back side of the survey you will see that's there's some areas that are populated based on popular recreational facilities or residential communities as well as for parks and recreations from local governments. This is an opportunity if there's something not here the Board would not want to see on the survey, this is an opportunity to make deletions, or if there's other thoughts that the Board has for potential land use, this is an opportunity for your input as well.

Mr. Flint: And we do not have to make a decision today on this. If the Board wants additional time to review it you can. I don't know if we want a basketball court right in the middle.

Ms. Carpenter: Or a climbing wall, just from a lawyer's perspective.

Ms. Harley: I don't see any proposal on that list that mentions parking.

Ms. Adams: That would be factored in once the hagiarchy of priorities was established.

Mr. Flint: You were talking about exclusive use as parking, not recreation.

Ms. Harley: Now that we have installed the no parking signs along one side of all the roads, those particular areas are having very large homes built there. For both uses, vacation and as primary residents. But even as primary residents, if they have a lot of visitors come and they are large homes, they could need some overspill parking and I do think we need that throughout the resorts.

Mr. Flint: Which may make more sense.

Ms. Hartley: Makes is easier for us to actually enforce parking if we have alternatives to give people.

Ms. Carpenter: If you do that, you may want to say subject to governmental permitting requirements. We are not sure if parking is impervious, there may be issues on allowing that.

Mr. Flint: From a strong lawyer perspective, obviously.

Mr. Staley: As you all know, one of the most confusing things for people living here is: What is the CDD? What is the HOA. What is everything? If you guys could craft an opening paragraph to explain what the CDD is responsible for. Otherwise, you'll have people requesting menu changes. People just don't understand it at all. I think if you focus on what the CDD is

responsible for, I'm sure you can come up with something that will help to focus people's minds when they come to the second page.

Mr. Greenstein: There is probably some language on the homepage of the website beyond the depictions of the site. We could have ground level photos of the area, so people really know what we are talking about. When we do put the survey out, consider marking the properties and areas that are under review. I'm not saying we are going to elevate this to where they have to post that there is going to be a public hearing on a particular change in zoning, or anything. But just let people know that this is the actual property that we are talking about when you physically visit the site. Because the street scape is important.

Ms. Adams: We can mark the area with flags.

Mr. Greenstein: This property amongst other private residences can potentially have some impact on what ultimately is recommended. Allowing for more space on the survey for suggestions or ideas because it might not be a one liner. The other question that came to mind is, since amenities are shared both East and West under the agreement, should we put the survey out in both Districts? Even though it is going to sit on the West, it's a West property, but it's funded by both Districts.

Mr. Staley: That's a good point. I think we are doing something on the East side, I'd like to think as a West resident, someone might ask me my opinion.

Mr. Flint: When we did it for the Stables, we did it Reunion wide. There would be the same plan here. This is Reunion East and West at the top. The concept was it was going to the entire Reunion, not just West. We didn't have it on the East agenda, I think to review the survey itself, but it was actually going to be distributed to everybody. So maybe on the Reunion East under Other Business or Supervisor's Report we can let..

Mr. Staley: I'm sure that we will go over some of these, but things like the pickleball court, I'm worried that attracts a little bit from what Josh is doing on the East side with the main intent of the pickleball center and it could just become a piece of tarmac that gets abused and misused.

Mr. Greenstein: People can recommend anything they want, and we want to hear what they want. But we don't want to lead them to things that we would have a hard time considering. Again, we are not going to put in a basketball court right next to someone's house.

Ms. Harley: I'm trying to understand, where is that parcel?

Mr. Greenstein: You go down Grand Traverse and turn into Reserve, you go around the turn, before the kiosk.

Mr. Flint: One of the nice things about that tract, and again it's a going to have an impact on the homes, is that it's tied through, there's a sliver of land behind going north behind those homes that ties to a storm water pond. It would be conducive to a fitness trail or something like that has stations. But again, if you are living in that home there, do you want that?

Ms. Adams: It sounds the Board consensus to remove climbing walls as an option, pickle ball court as an option, and basketball court as an option.

Mr. Flint: And any other input you can just call or email Tricia and she can incorporate it. We want to set a deadline, and then what we will do is we'll circulate it through email to the Board before it goes out, one more time for review. So, we want to set a deadline for maybe next Friday?

Mr. Staley: Are you aware of any pieces like this on the West side?

Mr. Flint: I don't believe so. So if the Board has any feedback, if you could try to get us that before the end of next week. Then we will generate a revised survey and we will circulate it to you all to review before we actually send it out.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal from Access Control Technologies for the Installation of LED Barrier Arms

Mr. Flint: Proposal by ACT for installation of LED Barrier Arms. This is on Sinclair Road exit side. This was discussed, I think at the last meeting that we had a number of instances where those gate arms have been hit. It's a combination of them recently being reinstalled, and I think there was also maybe the way the sun shines certain parts of the day.

Mr. Greenstein: That's my excuse. I didn't hit anything, but I came to an abrupt stop.

Mr. Flint: Alan, you want to present this proposal?

Mr. Scheerer: Certainly. Obviously, we had the Lift Master barrier arm systems in place at all the gates here within Reunion including the Excitement Drive gate. In respect to the West, there are five barrier arm gates. The exit gate has two. The visitor entry gate has one, and the resident gate or contractor gate has two additional gates. We are asking for pricing to change out the aluminum gate arms with the DOT reflected tape and provide the LED lit, so when the arms are down, they will be red. When they are activated they go up and the LED light turns green. So, the price to do the two exit gates at the Sinclair gate is \$2,452.48. They gave us a per gate

price, so in the future should the Board want to do or if they want to do all three of the entry gates, we could include that at the \$1,070.24 per gate on price.

Mr. Flint: Any questions or comments on the proposal?

Mr. Staley: Is this system robust enough?

Mr. Scheerer: Oh, they work. I have a great communication with John and Victor and their team, as well as some of the other onsite officers. It's not just the managers, but the actual gate officers. For the most part, I think the gates work pretty well. We are not without our challenges, mind you, with traffic and now with the exit gates. I see this as an enhancement we have in some of our other communities, they seem to work well. There is no policy or procedure for dealing with people that aren't paying attention, even the LED lights aren't going to fix that. But they definitely work well, and they are pretty attractive. It is just a retrofit for them. It's the same gate arm and the only difference is it has a strip of lights in the middle.

Ms. Harley: Can I ask a question? What is the recourse when someone hits one of those gates?

Mr. Scheerer: There are a couple of things. If they totally damage it, security does a great job and they usually have security footage and do an incident report to where we have to go after them for any repairs. We 98% do not have to do that because the way these gates are right now, they use nylon nuts. Not the stainless or metal nuts to hold the gate arms on. What happens is, they hit it and it pops the gate arm off. 99% of the time, we just put the gate arm back on reattach the nuts, probably more damage to the vehicle then there are to the gate arm.

Mr. Burman: But in no case are the police involved. It's always a civil issue. We go to them and say, we have you on tape running through the gates you owe us \$300. They say no. Then what? \$10,000 later in small claims, I'm trying to figure it out. Most the time, you are not getting any money out of anybody.

Mr. Flint: A lot of times we can.

Ms. Harley: Just for the record, throw it back to the car to the owner who is at a house that the vehicle was visiting.

Mr. Flint: Yes, we can't do that. We won't be able to do that going forward, because they are CDD roads. But if we can go after their insurance company, we'll do that. It depends on how much information we've got, but we always try to go after the driver. If it's their fault. Sometimes, though they will contact us and say it was our fault. And then we file a claim with our insurer and

if they deny it, unless they were really is our fault and there is some instances where the gates may have been malfunctioning. And in that case, our insurance company covers it.

Mr. Staley: Is this something that East is going to consider with the spine road on the exit.

Mr. Greenstein: Yes. Question: is it lighted only on the side facing traffic?

Mr. Scheerer: Yes, it's just a side that facing traffic. So if you are coming in, it's facing you. If you are going out, its facing you. There's nothing on the back side.

Mr. Greenstein: Because one of the reasons we did this, besides slowing traffic down, was to secure the exit from access to coming in.

Mr. Scheerer: Well, there's reflective tape on the backside.

Mr. Greenstein: It was a curiosity question.

Mr. Scheerer: I didn't ask if they have a double lift gate.

Mr. Flint: I don't know if you want that. You definitely wouldn't want the backside to turn green when it goes up.

Mr. Greenstein: Am I correct in saying because it is security, it is a shared cost item?

Mr. Flint: Yes.

Mr. Greenstein: Even though, we are approving it for Sinclair Road gate, it is split between East and West. Motion to approve.

> On MOTION by Mr. Greenstein, seconded by Ms. Harley, with all in favor, the Proposal from Access Control Technologies for the Installation of LED Barrier Arms, was approved.

> > **Staff Reports**

NINTH ORDER OF BUSINESS

Attorney

A.

Mr. Flint: Staff reports, Jan?

Ms. Carpenter: I'm here with Molly from my office. She's done a number of contracts and miscellaneous things, tying up conveyances form the developer. The Board approved it we just had to produce some additional documents that we wanted in addition to the deeds that we normally have certification for the Engineer and all. We are coordinating getting those all signed so the deeds can be recorded and there's getting that wrapped up. A couple of Board members asked about copies of Sunshine materials. I looked at them yesterday and I think I'm going to update with a couple more items. We are getting constant questions about Facebook use and other social media. We will mail those to the who wants them and we've got a couple new things and we have a power point to put in there as well. If you just want to let us know after, shoot an email

with your address and we will get that out to you. Then the only really big thing that we are working on is the issue of the roads, we have the potential of those getting sold or transferred to a private entity like HOA. We received a calculation our bond counsel is working on, she's done a spreadsheet that to most of us is unintelligible but breaking out the potential costs and how that will work. I also got a memo as I was sitting here, I wasn't reading Facebook or social media. I promise. The memo basically summarizes the process we told you about briefly. Anything that has been taxes and bonds were spent, any of those bonds would have to be redeemed for the amount to the cost that went into those roads, So, if \$100,000,000 in bonds were issued, and the roads were say 50% of that, that would be 50% of the portion. So that 50% minus a little bit that the tax total for private use would have to be redeemed. So the amount of costs for each bond series that went into roads, which was a substantial amount of the bonds. For each bond issue for East and West that had to be allocated, going through the various requisitions that costs, looking at the draws for the bond series paid for them, and then take those numbers, get a fair amount of share, and what is still outstanding. And then you get the dollar amount of bonds that would have to redeemed. And the way the tax goes that redemption has to occur within the 90 days of the action. Because the bonds could no longer have been used to pay for a private amenity.

Mr. Flint: So the amount to be paid off would be the prorated share of the outstanding par associated with the roads, not the original par, right?

Ms. Carpenter: Yes.

Mr. Flint: Okay.

Ms. Carpenter: So, \$100,000.000 now there's only \$40,000,000. It would be the 50 % minus 5%. But it might not be the same over all the bond series depending how much the series was paid. And then of course that would go into which areas are being assessed based on the bond series.

Ms. Carpenter: In summary, we'll get that memo cleaned up so you can all look at and understand what is involved. And then we can get any questions and you will have a chance to look at it for next month's meeting to talk about if it's something the Board's wanted to pursue. But we will tell the same thing to the Reunion East Board that this is the basic information and then we will mail out to you in the next couple of days that's clean and shows kind of a break down, and what will be involved, and I can try to go through it. That's it for our report.

B. Engineer

Mr. Boyd: I don't have anything to report.

C. District Manager's Report

i. Action Items List

Mr. Flint: We have indicated the mail kiosk is complete. Is that correct?

Mr. Scheerer: Yes.

Mr. Flint: The Reserve Study, you all approved the proposal today. The recreational use we've discussed and we will get a revised draft survey back to you at the end of next week, or the beginning of the following week. The Exit Bar light, you approved. Lighting of the monuments?

Mr. Scheerer: Yes, we have two left and we are still working with the contractor on a suitable location to tap into the transformer.

Mr. Staley: What's the issue with that one? Because that has been going on a long time.

Mr. Scheerer: It's been a couple of months. We had a transformer directly across from each one of the kiosks. Utility came out and said we can't tap into that. There's no room for an additional cap, so we are having to go further Golden Bear and White Marsh to try and find an appropriate location. I think we will be moving by our next meeting. After everybody gets back from their holiday vacations. But I think we are getting really close.

Ms. Harley: Are we doing anything about the signage going into Traditions? Because nobody knows where that is.

Mr. Flint: That's not a CDD monument, that's the Resorts. I've heard that question being raised. I'm pretty sure they are aware of the concerns on the lighting, but it's not something the CDD can do anything about.

Mr. Staley: I know we are running out of time, but there are a couple of things I have. The parking is going really well. I've done a couple of trips around. What's the standard that we adopted for East and West, no parking on the left hand side, is that the standard?

Mr. Flint: Typically, yes.

Mr. Staley: On the West side, from my surveys, there are some trouble spots. The end of Castle Pines, there are some big homes down there and recently there were 20 cars parked on the wrong side of the road, all around the cul-de-sac. I think we need to watch out for that. Of course, it sounds like nitty gritty stuff, but if we are not careful people say well, no one takes notice of parking so we will park anywhere. On the same subject, when are we going to send out the letter of notice about towing? Because people are going to be a little bit shocked when they realize that their vehicle can get towed.

Ms. Carpenter: It will be the second letter letting residents know about the towing zone. I can get that out.

Mr. Staley: I think you might as well, because people are doing a good job, they are parking where they should park. But the signs at the main entrance to the resort, I think we'll get a few complaints that that's not visible enough. There is nothing on the individual no parking signs, it's only on the entrance to the Resort. I understand that's the law, but it won't stop people from complaining. I think it's fine, but I think it's time to take it to the next stage of enforcement.

Mr. Greenstein: You are talking about signs basically notifying folks that they are entering an area where you could get towed and if you get towed, call Bolton towing service. It then becomes a question of increasing signage.

Mr. Staley: I'm not suggesting that Mark, I am just saying that we need to be prepared that that might be an issue for people. Because if you say, it's the law we have to put the sign at the front of the resort, the sooner we get into the enforcement the sooner we find out if it's a problem

Ms. Harley: Where do we tell them to park?

Mr. Staley: Well, Castle Pines they were parking all the way up the street, which is an issue, but we solved one issue. Once we start getting people to respect the no parking, they can park in some of the other parts. They can park in the main car lot and take a shuttle. I think we have to enforce it otherwise people this parking sign does not mean anything.

Ms. Harley: I don't dispute that at all, but when this parking thing was first proposed back last year, it was said at the end of the day we have to offer an alternative. We've got to have something in place where we tell them to go and park.

Mr. Staley: They can park on the correct side of the road or the general spaces. They can park at the water park. They can park at the Grand. In the Traditions.

Mr. Greenstein: Talking long term. We always talk openly about the grand solution. There is going to have to be some sort of centralized parking facilities and a shuttle service. Where we are right now, people are not going to be inconvenienced. They may have to walk a half a block to park correctly. I have yet to see a street totally slammed where there are no parking spaces. The cul-de-sacs are no parking, emergency vehicles need to be able to turn around. We can take a look, again, and see what's happening on Castle Pine as far as.

Ms. Harley: Castle Pines is probably the biggest issue that we have isn't it? Without a doubt. You might not see it as an issue, but both John and I have. We've been out there late at night actually getting people to move their cars. Because then they just park it in someone else's driveway. Which then becomes another issue.

Mr. Staley: They are parking on the sidewalks as well. We have to start enforcement.

Mr. Greenstein: In all fairness to the East folks, this particular subject can be discussed for hours. We need enforcement. We're going to work with security, we're going to look and see what's happening and try to come up with any other solutions, because we're not going to be able to point to the centralized facility for parking short term. That is a long term solution. But we have to up with some viable alternatives. We know what we've done. We know why we had to do it. We're going to work with security to figure it out. That's true for both East and West. We can't keep talking about it because we are out of time.

Mr. Staley: I think it comes back to my point; the West has got some serious issues. And now you have a couple of residents on the West who ask questions and try to find solutions, so I think we have to find where in the agenda to make sure we don't cut off meetings. Maybe we need an hour and a half to go through some of these issues.

Mr. Flint: We can move it to 10:30 if you'd like. If you want to move it from 11:00 to 10:30 that's fine, you just let us know what you want to do.

Mr. Staley: The last thing I have and then I'll shut it for today. When you drive down White Marsh Way, you take the second left, once you look straight ahead there is a road that continues with a cul-de-sac on the end. That is now a massive landscaping dumping yard. It now has mulch and sand and dumpsters and back hoes parked there. We are responsible for that piece of property. I don't know who the right person is to talk to about that.

Mr. Flint: We will follow up on that. I think that's Florida Commercial Care. That's the golf and Resort.

Mr. Staley: It's coming towards you like an army. We have to stop it. It's disgusting for the people who live there and the renters that come and see this pile of rubbish.

Mr. Flint: Sure. We appreciate your feedback and also always know that in between meetings you can email us if an issue comes up and we can work on addressing that.

Mr. Scheerer: I am here most days and any field related items like that, give me a holler and we'll go for a ride.

Mr. Staley: It's important when people read the minutes, they see that we are doing something. This Resort has a problem with people speculating. The more feedback we can get and the help with improvements.

ii. Approval of Check Register

Mr. Flint: That brings us to the check register for the month of November. The total is \$463,049.94. Significant amount of that is transferring the debt service assessment revenue to the Trustee. So anywhere you see Reunion West Care of US Bank, we get one check from the County for the O&M and debt, and then we have to write a check to move that money to the Trustee. So, it's really not an expense, but because we are writing a check to move that money, it shows up on the check register. Any questions on the check register? Hearing none.

On MOTION by Mr. Staley, seconded by Mr. Greenstein, with all in favor, the Check Register for the Month of November for \$463,049.94, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: We have provided you the unaudited financials, these are through October 31st. There is no action required from the Board on the financials if you have any questions, we can discuss those. I had a pretty detailed discussion with Mr. Staley on the budget and financials through September. Again, if the Board has any questions on these you can always call me and we'd be happy to answer any questions you have. Hearing none,

TENTH ORDER OF BUSINESS Other Business

Mr. Flint: Is there anything else that the Board wants to discuss that is not on the agenda? Hearing none,

ELEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Flint: Is there anything else that the Board wants to discuss that is not on the agenda? Hearing none,

TWELTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint: The next meeting date is the second Thursday in January. Do you want to keep it at 11:00 or want to move it?

Mr. Greenstein: No, it's actually 12:00. We need to make it 11:30.

Mr. Flint: I'm sorry. 12:00. Not 10:30, 11:30. Do you want to make it 11:30?

Mr. Greenstein: I think we need to stick with one 1:00 for the East and West at 11:30.

Mr. Flint: That sounds good. We will make sure the advertisement on the website has been changed to reflect that.

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THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business, Mr. Flint called for a motion to adjourn.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman