

**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 9, 2021** at 11:30 a.m. at Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.

Present and constituting a quorum:

Mark Greenstein
Sharon Harley
Graham Staley

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
Steve Boyd
Alan Scheerer
Mike Smith
Nicole Ailes
Angela Tirado

District Manager
District Counsel
Boyd Civil Engineering
Field Operations Manager
Yellowstone
Yellowstone
Artemis (RWPOA)

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 11:30 a.m. and called the roll. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams: This is an opportunity for any members of the public to make a statement to the Board of Supervisors regarding any agenda items or any items that are not on the agenda. Are there any members of the public who would like to make a statement?

Angela Tirado: Is the discussion for security funding?

Ms. Adams: Yes. Board members, would you like for me to answer the question for the public?

Mr. Greenstein: Sure.

Ms. Adams: For the record, we have a question from Angela who's on the sign-in sheet, and she's inquiring about discussion regarding Reunion West POA and security funding, and that is an update item on the action item list and will be discussed when the action items are presented. Any other public comments? Hearing none, we will move on to the next item.

THIRD ORDER OF BUSINESS**Approval of the Minutes of the August 12, 2021 Meeting**

Ms. Adams: The next item on the agenda is approval of the minutes from the August 12th meeting. We have received under separate cover corrections from Supervisor Staley. So any approval would be subject to incorporation of those comments.

Mr. Greenstein: I have a couple, they are very minor. Just for clarity purposes.

Ms. Adams: Yes, sir.

Mr. Greenstein: Page 14 and page 22.

Ms. Adams: For the record we're receiving corrections from Chairman Greenstein as well, that will be incorporated into the final minutes. Do we have a motion to approve?

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Minutes of the August 12, 2021 Meeting, were approved as amended to include Supervisor corrections.

FOURTH ORDER OF BUSINESS**Discussion of Five-Year Capital Plan**

Ms. Adams: The next item is in regards to budget planning for the big ticket items that are coming up over the next five years. Supervisor Staley is here this morning. He's prepared some remarks and a spreadsheet for the Board to review. Supervisor Staley, would you like to present this item?

Mr. Staley: Sure. Tricia suggested that we put this on the agenda for me to perhaps, as I call it, set the scene for this five-year financial plan so that we're all on the same field when it comes to what we're trying to achieve. We won't start this work until later in the year. We will probably get through the year and get the final 2021 numbers, and then start work on the financial plan. Just two pages to set the scene. It's a financial plan. Its objective is to quantify the impact of our strategy and our goals. It is to quantify the impact of any recent and upcoming scope changes. For example, the security and the landscaping at Encore Reunion is a good example. It's also to quantify the impact of the reserve study, which we did back in March, because that obviously has

some implications on future funding. That will obviously impact all of those things plus anything else we think of during the course of the preparation of the plan, including the final reserves of the replacement and maintenance fund, which is where I really started with this exercise a few months ago. Some other minor considerations, is that it provides a roadmap for the next five years. I always believe if you know where you going you've got a good chance of getting there. It doesn't set any precedent for future year budgets. It's not a five-year operating budget. It's simply a high-level financial plan to give us some guidance as to where we're going. It should also include a forecast or outlook for the general fund, as well as the replacement and maintenance fund which has those big ticket items in. Also very important here, something which the Chairman will probably want to take to the next meeting of the East, is that given the nature of the cost-sharing agreement that we have with Reunion West and Reunion East CDDs, this exercise will only really be worthwhile if we have a common understanding of the replacement and maintenance fund, which is a joint fund, which we share proportionately. I think the East also needs to buy into doing a five-year plan. I don't know why they wouldn't, but it's obviously up to them as to whether they do it or not. To give you an example, and this is not what the final product will look like by any means, this is like a very high-level summary, just so you get an understanding. Here, you see the five years that we're talking about, 2022 to 2026. Obviously, the projection for 2021 is only a projection, it's not actuals. As you'll see, so you'll have an understanding, the revenues of the net assessments that we expect which assumes that we implement, which we are planning to do, the assessment increase that was approved for the last meeting. But as you'll see from the yellow highlighted area, I've assumed in this exercise no further increases just for the sake of a placeholder. The administrative expenses, the maintenance, the Seven Eagles, and the direct maintenance expenses, the next four lines I've all assumed those will grow at 3% over and above the 2022 budget. Obviously, when we work through the detail, we may say no, we need more than 3% in certain years because of the scope changes. Again, it's a placeholder to show you how the numbers work. Still in that section, you'll see the line that says excess revenues. In the budget for 2022, we were going to transfer \$259,000 into the replacement and maintenance fund. I've assumed that in every year going forward, again, we will transfer any surplus of revenues over expenditures into that replacement and maintenance fund. All very straightforward. The next section is headed up Reunion West and East CDDs combined. The replacement and maintenance fund for the two CDDs is a joint replacement and maintenance fund. In other words, we identify the expenditures that we want to incur, and in the case of 2022, you recall we agreed to spend

\$906,000 on a whole host of different projects. Obviously, we haven't done any more detailed work in future years. All I did here was to simply say, I will take what was in the reserve study for 2022, which was \$156,000. I'll just plug in the difference of \$750,000, which is other projects. That in itself is a bit of a concern, that unidentified projects in the reserve study are five times greater than the ones that were identified. All I did is I modeled for the other years, something close to \$750,000. I actually put \$600,000 each year. Again, could be way off. But what is different in the future years is those expenditures in the reserve study ramp up considerably as you can see. In the final year of 2026, the reserve study says we need \$1.3 million compared to \$156,000 this coming year. That's why we need to do this exercise to see what the math looks like. I've carried on with the sharing arrangement of 47% West, 53% East for the reserve expenditures. You'll see that reflected there, which means that Reunion West's share of those expenditures is that line that starts with \$218,000 going all the way through to \$897,000. Then the final section is the replacement and maintenance fund balance itself. This is where I really started this exercise a few months ago. If we look at the fund balance at the end of this year, it'll hopefully be around about \$862,000 positive. In other words, excess. That obviously gets carried forward into 2022. Based on the expenditures that are reflected in the two sections above, we will finish next year with a lower surplus of \$694,000. Obviously, you can see that that includes a transfer in of \$259,000 and our share of the replacement and maintenance fund of \$428,000. Using the same logic, carry forward, bring forward, etc., you'll see that that reserve balance at the end of the year suddenly starts to decrease, and then is in a large deficit by the time we get to 2026. That is the reason I think we need to do this exercise because obviously no one wants to see us with a million-dollar deficit after five years. Now, Tricia did point out that this analysis doesn't take into consideration anything the East may want to do, and of course, in some cases we share 47% of what the East is trying to do, and in the case of the replacement and maintenance fund, obviously, we share 47%. Something which I didn't get into with Tricia, but she said it also excludes any contribution that the East may make to the West. I'm not sure how that would ever work.

Ms. Adams: That is referring to the contributions to the fund balance. Reunion East also budgets for a transfer for their R&M plan, which is not reflected on this.

Mr. Staley: But the East has a reserved fund, a balance of its own, which is at the moment about \$3 million dollars positive compared to our \$800,000. I'm not sure if you can co-mingle those reserved funds, but that's something we can talk about in the months ahead.

Mr. Greenstein: From accounting standpoint right now, I think they are individual, but they can be treated for project management purposes and for source of funding purposes as one. At least the fund is split.

Mr. Staley: Right. Let's take an extreme case. I'm not sure the East could give the West a million dollars to kill that deficit.

Ms. Adams: Right, not based on the current interlocal agreement and the cost-sharing. I think you did an excellent job of pointing out where there may be subtle differences in the future as more properties get platted in Reunion Village, that pro-rata share will again shift. I appreciate all the notations.

Mr. Staley: Obviously, I think it's important and it doesn't have to be a budget. I mean, this doesn't require a massive amount of work. We should work in round thousands, even round tens of thousands in some cases. I think we need to go through this exercise. I'm happy to put a lot of work in with the team because this is what I've done for a living, so I'm happy to do that. Just a couple of points that came up and you mentioned it yourself, I think that I'd love a better understanding of platted versus units because we raise assessments based on units, but we share costs based on plotted areas. There is a difference there.

Ms. Adams: There is a difference there, you're correct. The interlocal agreement is based on platted lots.

Mr. Staley: In a nutshell, I may have the numbers wrong, we share 47% of the costs and we only collect about 36% of the revenues.

Ms. Adams: I haven't looked at that. I know that you're a numbers person, and I can rely on you to be accurate on that. But yes, your collection is based on ERUs. The commercial properties in Reunion East drive up that ERU. Reunion West doesn't have commercial properties.

Mr. Staley: If that continued for a long time, that balance is going to get more and more out of kilter so to speak, because we're sharing more of the expenses than the revenues.

Ms. Adams: As Reunion East plats more, their percentage of will increase and Reunion West will not. It's based on that proportional share.

Mr. Staley: Another good reason for doing the five-year plan, because that will be reflected in these high-level numbers. Then the other point, which is more of a nitty-gritty point, for Alan more than anything else, we have a long list of projects for 2022 in the replacement and maintenance space, \$906,000. There's a list of about maybe 20 items. I'm a big believer in what gets measured, gets done. I would love to see us come up with a one page every month that shows

those projects in just three columns, something like approved, started, finished. Otherwise, I can see us sitting here six months from now having spent \$50,000 and \$850,000 still to spend. Because if we're going to raise the assessments, we better spend the money, because that's what I think the residents and owners expect us to do. I think something that just has one page of every month as a standard action item, and we can look through, and if we haven't initiated any bid process of anything, that's fine. We must have some idea of what we're going to do and roughly when we're going to do it. For example, the roof replacement, at Seven Eagles, maybe Alan says, "I don't really want to start that until February. I need to get the bids in December," something as simple as that. For the smaller items, we don't need to get into much detail, but the bigger items I think we need to track what we're planning to do. That's all I would suggest.

Ms. Adams: Yeah. That's a good thought if there's consensus on the Board on that matter, one thing you do at some Districts is have an ongoing capital project list, which is exactly what Supervisor Staley is suggesting. It shows the status of what the Board has approved and what the current status is. We can easily add that on to the action items list and have that. Just generally, for a sense of timing with the implementation of capital projects, it's not necessarily the case for Reunion, but with a lot of Districts, the first three months of the fiscal year, we're operating on an operating reserve. The revenues do not typically start to come in until late in November and December. Typically, we don't start any capital projects until after that transfer has been received. Reunion is in a little different position and as you mentioned, there is some funding that's carried forward. That timing is not a consideration here. The other consideration is the timing for when pools are resurfaced, it's usually done during the coldest months of the year. But roadwork, we try to do during what would be considered an off-season to the best extent possible when you have hospitality property when there is an off-season. Part of that is factored in terms of impact to residents, and guests, and as well as the funding section. I can work with Alan on that.

Mr. Staley: Yeah. It doesn't have to be down to the precise date or anything, it can be in a month.

Mr. Scheerer: We will in fact close here probably within the next 30 days to get that project going, because now we want to get them before the holidays or right after.

Mr. Staley: I think residents and owners would like to see that money spent. That's one of the reasons for the increase. Thank you. That was all. Happy to answer any questions you may have. Hopefully, it's self-explanatory.

FIFTH ORDER OF BUSINESS**Consideration of Proposals for
Playground and/or Outdoor Fitness
Center (defer to October)**

Ms. Adams: The next item on the agenda is the capital project. This is a project that the Board members approved earlier this calendar year. It was the development of two new amenities within the Reunion West District. One would be a playground at the Valhalla Circle, the other would be outdoor fitness stations at Grand Traverse Parkway. At last month's meeting, the Board took a first peek at some options for design-build with playground equipment suppliers who offer a design service, and requested that the District engineer gathers additional proposals. Steve has done so, and prepared some analysis so I'll turn the floor over to Steve to present the proposals he gathered.

Mr. Boyd: In the agenda package is the summary of two full bids we received, and one budget that we received. This is based on what was directed in the last meeting which was to solicit equipment providers that would do a design-build solution. They would provide the design it, permit it, and install it themselves without the input of a third party landscape architect. Just to summarize, I'm going to discuss Parkforms and Playtopia, since I think that we are not really able to address RepServices based on what we received. Parkforms submitted a bid for the playground of \$32,337.73, which includes basically one playset piece of equipment. Their bid for the fitness center was \$35,108.17 which included mulch, and included some improvements to siding as in a bench and a trashcan. There's no shade structure proposed in this bid and verbally they said that they believe that they would be able to get started on that in a 12-16 week time frame. Playtopia submitted a bid that included more equipment on the playground close to that detail and includes a \$33,034.90 play structure with a separate star ship orbiter for about \$7,455 and then a swing set about \$2,600. We've got all the miscellaneous items that go with installation of the playground as well. So that total for the playground itself is \$73,300.06. The fitness stations which they provided as well, doesn't include mulch, it is basically leaving the existing sod in place for \$17,643.52. They've provided an option for a 30x35 foot shade structure on the playground at \$24,000. To try and help you compare these, taking the shade structure out of the equation and taking the extra equipment out of the equation, just looking at play structures, the equipment is fairly comparable in cost. The play structure is around \$32,300 for Parkforms and \$33,000 in round numbers for Playtopia. Playtopia still has extra add ons for the mulch and borders, permitting and design. In the summary I did not add those up. You're still more expensive with Playtopia. The fitness stations are obviously much less expensive. That doesn't really include any changes in the sides

like a bench or a trashcan. Then there is the optional shade structure. I can try to answer any questions you have and see where you want to go.

Ms. Adams: Mr. Chairman may I make a couple of comments? Just so Board members are aware, one thing that we can exclude from all of these proposals is the sales tax, the District is tax exempt and there will be some savings on that. Also, I'm sure that you've noticed that in some cases, mulch is included in some cases and some it is not, and in some cases an ADA ramp is included, and in some cases it's not. That is part of the scope that will eventually need to be approved. So whether it's with one vendor to do as much as possible with the bench, the mulch, the trash cans, or whether that's piecemealed out to multiple vendors, there are going to be some expenses that are incurred that need to be fleshed out in addition to what you see before you.

Mr. Greenstein: Steve, I was going to ask, who is the vendor who built and installed the playground on the east side?

Mr. Boyd: So, Alan provided me a name which unfortunately in the mix of things going on I missed. If you want to put these on hold and get a price from them we can do that. I apologize to Alan that I somehow missed his insight on that.

Ms. Adams: If the Board agrees that we want to put as much as possible in the scope in terms of items that the Board has approved, you've indicated you do want a shade structure, this is Florida, we know we need a bench, we know we need a trash can, we know we want the type of mulch that's appropriate for both facilities of the playground and the fitness stations. We can refine whichever other proposal or vendor you're leaning towards, and then compare that to American parks and come to a position where you're making a decision and in next month's meeting.

Mr. Staley: Alan, can you remember the size of the covering?

Mr. Scheerer: Yes, 30x14? Or 13?

Mr. Staley: So it's roughly the same size?

Mr. Scheerer: Yeah and the cost, not to get off topic here, but we bought the playground and did the mulch, border, ramp, shade structure and did everything for \$60,000.

Ms. Harley: And including the shade?

Mr. Scheerer: Including the shade, yes.

Ms. Adams: There may have been some materials increase since that time.

Mr. Scheerer: I was just going to say we can't go by more than a year ago because everything has gone up.

Ms. Harley: No, but it's definitely worth getting a quote from them.

Mr. Greenstein: Just from the standpoint of the equipment, the composition of the equipment, the actual pieces lets say, I would think unless there's something in the post audit review and we realize, "Oh yeah. We should have done this, we should have done that." I would recommend replicating what we have, what we built on the east side. Again, I use it rarely but I do use it. I just used it a few weeks ago. My grandkids use it. I think it's lovely. Size-wise, what we have now on the East Park would fit.

Mr. Scheerer: Oh, yeah.

Mr. Greenstein: Right?

Mr. Scheerer: The only difference is that I believe we're installing a fence as well. That was part of the request was to get a fence quote to go around.

Ms. Adams: There were some different specifications for this playground because we need to purchase benches and trashcans and install an ADA ramp.

Ms. Harley: We've got to have a fence.

Mr. Greenstein: Yes, with all of the traffic.

Ms. Harley: Yeah.

Mr. Staley: Just going back to the covering, has that stood up well to the weather? So far because there's some doubts expressed in here about that.

Mr. Scheerer: I can tell you that soon after the shade structure was installed, we had a hurricane and we had removed the shade structure. It took 30 minutes, and it took about an hour to put it back. It's doing good. At some point it's going to be a recurring maintenance cost down the line as we start to get to wear and tear as it gets exposed to all of the elements for all these years and we'll have to come back and look at that but with that whole price to install was \$10,000 at the time for the shade structure.

Mr. Staley: In terms of the equipment which one is it called?

Mr. Scheerer: Fitness equipment is of preference. There's so many different options on fitness equipment.

Mr. Staley: The Playtopia, their equipment looks more substantial, looks more fun, if I was five years of age. It looks perfect.

Ms. Harley: Yeah I agree.

Ms. Adams: They included not only the play center, but also the separate swing set and the star ship orbiter.

Mr. Staley: I'm a bit nervous about the swings, having had children who've lost teeth on a swing set. I'm a bit nervous about liability with that.

Ms. Harley: But it is not our liability, is it? They've got to be supervising these kids.

Mr. Greenstein: They get the disclaimer signage.

Ms. Harley: Yeah.

Mr. Staley: Well, I just don't want people to lose their teeth.

Ms. Harley: I know.

Mr. Staley: Forget the liability. I take your point though. I don't know if I'm open-minded on whether we have the swing set.

Ms. Harley: But I think if you've got a parent with multiple-age little kids, sometimes they're not big enough to do any of this. Mom actually pushing them in there is the only way to occupy that kid.

Mr. Scheerer: The age group is five to twelve over here.

Mr. Greenstein: That's right. I had taken a picture of the sign, which is really exciting. It's really the manufacturer's little advertisement, but I didn't take the entire thing, but there is an age group. There is a range of ages that the park is recommended for.

Mr. Scheerer: Right.

Mr. Greenstein: It's really not recommended for 12-year-old kids.

Ms. Harley: It's middle kids.

Mr. Greenstein: Yeah. Maybe from 3-7, 3-9, I don't know. I didn't take a picture of the sign.

Mr. Scheerer: It's ages 5-12, yes sir.

Mr. Greenstein: I think it would be a good idea if you have it, taking a look at the facility itself, just look at the equipment there and then decide whether that's adequate or if you want to go beyond that.

Ms. Harley: I haven't seen it. Is it something like this?

Mr. Staley: It's closer to the Playforms, is it? I think, from memory, it's larger.

Mr. Greenstein: Well, the finish looks good, the shade is excellent, and I knew the pricing. Some things have changed unfortunately, but again, I don't expect it to come in at even the end of the Parkforms price based upon what we've dealt with before. Hopefully, availabilities is not going to be difficult.

Mr. Scheerer: It's going to be like everybody else. I am still waiting on pool furniture for Seven Eagles. The timeline just keeps changing.

Mr. Greenstein: Right.

Mr. Scheerer: We're going to get in August, we are going to get it in September, we're going to get it in October. This is where we are right now unfortunately.

Mr. Boyd: Playtopia already sent a followup email that says orders placed after September 9th was definitely not being installed until next year.

Mr. Greenstein: Right.

Mr. Staley: Well, could I propose that we focus on Playtopia and get the quote from them and try to meet those two, like apples to apples. I don't think personally that the third one, Parkforms, it looks a little bit Mickey Mouse.

Ms. Adams: So Playtopia, American Parks, apples to apples comparisons next month.

Mr. Staley: Mulch and everything, yeah.

Ms. Adams: With as much as they can do, if they can do the ADA ramp as well.

Ms. Harley: Do you happen to know if mulch is a bad headache?

Mr. Greenstein: That's the rubberized stuff.

Ms. Harley: But is it like loose pieces or just the one like carpet?

Mr. Greenstein: Honestly, I'd have to go back and take a look. In fact, there is a play facility in the Villas that is in need of repair, but that is not CDD owned and either is the Resort or the condo association, but that was solid mats or chunks on solid mats I saw and looked at the other ones because someone made a comment about the other ones.

Ms. Adams: Eventually, we also need the fence and sidewalk and signage etc.. Some of that may not be within the abilities of Playtopia or American Parks to provide.

Mr. Scheerer: We sub-contracted the fence for the dog park and the sidewalk work. All that flat work was done by a secondary contractor. Depending on how it lays out in the middle of that particular OS tract, we'll have to see where the sidewalk is going to come from and how it fits into the overall layout. The fence can go in as soon as we get the dimensions, because that's going to be elevated. Just to know, we didn't remove any of the site. What we did is we put the form boards in and around where the playground was. That's why we used the ramp. The ramp up to the play structure was external. It's not that difficult. I don't think we need to remove sod and I think that could be the same thing for the fitness area. You just would have to have a 12 to

1 slope on your ADA ramp to get into that play area and then you really don't need to remove any sod. You can just put it on top of the existing.

Mr. Greenstein: And pull the mulch up?

Mr. Scheerer: Yeah. If you haven't seen it, it's a 12 inch fall provision, it's within the scope of the contract. That can all be included if you don't have to remove any sod, so there's some expenses we don't need. The only thing would be the irrigation, we'll have to check and modify any irrigation with Yellowstone.

Ms. Adams: If we need any landscape that would be once the design of the structures are in place.

Mr. Greenstein: Let's identify everything that we need regardless of whether there are two or three other subs that we use in order to complete the work. It should be our goal that during this fiscal year it is completed. You know, that is given and we want to make it available to the public.

Mr. Scheerer: Here is a really generic question on the fencing. Do we want 4 foot or 5 foot, most of the pools are installed at four feet.

Ms. Harley: I think four feet is fine. More than anything it's the little kids. I think four is.

Mr. Scheerer: I'll make sure it's a nice fence.

Mr. Greenstein: I'm sure it'll be a nice fence.

Mr. Staley: Do we know if American Playgrounds do fitness equipment as well?

Mr. Scheerer: Yes. I have a rough estimate from them. I believe we were talking about it while we were doing the stuff, but it was rather expensive. It was pretty expensive, but if we can narrow down to how many pieces of equipment we can fit in that space that will probably reduce the estimate. He was just giving me a ballpark number. We didn't have and specs at the time we talked.

Mr. Staley: Can kind of make a suggestion on the fitness area that we keep it simple. I mean, Playtopia, they've got eight pieces of equipment and it reads well until you get to number 7 and 8, which is the lift rider and the skywalker. I don't really think we should be at this point putting in mechanical equipment that's going to require maintenance. I like the idea of the first six items. It's the push-up bar, the triple balance beam, the sit-up bench, the parallel bars, the triple chin up. I mean, that's it. Stationery items that don't move by definition. I just think that would be a simpler thing to install.

Mr. Greenstein: Recently I've been at a community up in Winter Garden where they did some elaborate work on a covered outdoor pavilion, but they didn't have a fitness center. They had no other deck. That was their fitness center and they made it outdoors. So it was more elaborate. So half of it I said it was fine but the other half was way off.

Mr. Staley: Yeah. I just can't see someone's sitting out in the sun on that bike for 20 minutes, whereas I can see people doing chin ups and whatever.

Ms. Adams: I think that 8-9 pieces is probably going to be the right number, and if we eliminate some of the mechanical or moving pieces, we can look at the places that suggested the balance bench and the boxes, so if they understand what we're looking for, they can suggest the most popular eight or nine pieces that they would recommend.

Mr. Greenstein: So basically, we don't want moving parts.

Mr. Staley: Playforms has some nice equipment, but I think we should focus on the other two from what we've seen so far.

Ms. Adams: I was just using that as an example. Any other comments? We'll make sure that this is on the agenda for the October meeting.

SIXTH ORDER OF BUSINESS

Consideration of Non-Exclusive Utility Easement Agreement with Peoples Gas System

Ms. Adams: The next item on the agenda is the consideration of a utility easement agreement. This is for a gas line installed in a nearby Tradition Boulevard and Kristen has been working on this item. Would you like to present the agreement?

Ms. Trucco: I handed out a more recent version of the agreement to you all with an exhibit also that has been prepared to show you the exact location of where this easement is going to be placed. It is on Tract S4 on Traditions Boulevard. There's a pretty nice map and diagram that will be attached to the easement as Exhibit A. In addition, the draft that is in your agenda; we went back and forth with their counsel to get some indemnification and insurance provisions which they have now agreed to provide. So we have accounted for those and the attachment is a letter that I also handed out to each Board member prior to the start of the meeting, and you'll see there's some indemnification language included there. They're agreeing to indemnify the District and hold us harmless for any liability that we may face or damages that we may incur due to their work in the easement area. This also provides insurance provision as well. They're agreeing to go and get provision of liability insurance and add us as an additional insurer on that insurance

policy. The attachment spells that out. Then this attachment is going to run with the easement agreement. Any successor natural gas provider of People's Gas will also be bound by the terms of this easement and the insurance and indemnification provisions in this attached letter as well. We feel this was a pretty good result for the District to get this additional indemnification provisions as part of the easement agreement. Again, this is for a gas line, the utility gas line.

Ms. Adams: What TECO is trying to do is install a larger gas line because last winter they were having trouble with people at the end of the line getting the service that they needed, so they're looking to increase the size of the gas line there.

Mr. Staley: This is the same one we approved in principle, what, six months ago? Must be, mustn't it?

Ms. Adams: It's been in process for quite a while.

Mr. Staley: Okay.

Ms. Trucco: I think the Board had initially approved the concept and then now this is the final draft.

Mr. Staley: I know there's a lot of artificial turf at the entrance that they've got to deal with, maybe they don't, I don't know. I remember we talked about that specifically because that was going to be costly for them to relay.

Ms. Adams: They would be responsible to restore it to the same condition.

Ms. Trucco: They are covering all costs associated with the pipeline as well.

Mr. Staley: Is there a timeline from when they start to finish?

Ms. Trucco: Six months after the effective date or when the construction is complete.

Ms. Adams: I do know from the persistent TECO communication that they have an appetite to get in and to get this project done in advance of the cold weather, so I would anticipate that the construction would be completed before the holiday season.

Ms. Trucco: If this is sufficient to the Board, we are just looking for a motion to approve it in substantially final form subject to District counsel's final sign-off.

Mr. Greenstein: So Kristen, is there a specific reference in the agreement itself to the additional addendum?

Ms. Trucco: Yes, great question. We added it to paragraph 7, the assignment section. We'll insert the date once this is signed. It's going to run with any successor to TECO People's Gas, that would be bound by the easement.

Mr. Staley: I assume this is just for the west side. The supply doesn't carry over to the east, does it?

Ms. Trucco: That is correct. They have just identified the west that they are leading over the easement for now. We can keep you posted if they put a request in for east as well.

Mr. Greenstein: So, Alan.

Mr. Scheerer: Yes.

Mr. Greenstein: I'm assuming this isn't your first rodeo with TECO?

Mr. Scheerer: No, next door in Champions Gate we're doing the same thing. They're coming in here excavating, they're replacing their lines, they're upgrading they're doing all the stuff and then they restore. Once they're completed they're required to restore everything back to the condition. That's probably why it's coming this way, because it's over there. They're going to end up having to come through here. Unless they've found open space, you have these large gas lines, they are going to trench it; they are going to do what they have to do. If you remember a couple of years ago they did the same thing on Sinclair Road coming in off at 532 all the way through Happy Trails, they did that whole thing.

Mr. Greenstein: Same trail?

Mr. Scheerer: Yeah.

Mr. Greenstein: Well, it followed the same route, I guess.

Mr. Scheerer: Yeah.

Mr. Greenstein: Okay. You just be our guy on the ground, if there anything you think the Board needs to know.

Mr. Staley: I'm just concerned of it being a complete mess during the height of the season.

Mr. Greenstein: It's tough dealing with utilities, but again, you would think this would be a project that they put resources on.

Mr. Staley: I know there's no choice. Obviously, Alan's got the experience of making sure they don't dig up the whole resort before they put a pipe in.

Mr. Scheerer: They'll dig it up piece by piece, and they'll probably put it back all at the same time. So you're going to have heavy equipment, excavators being staged all over the project and that's going to be difficult when they do that. I'm surprised, how it ended up on Sinclair and Happy Trail when they did that. They actually did a pretty decent job.

Mr. Staley: Is there anybody else we need to inform about this? I mean, anybody else? Obviously, it's our land, but we don't need outer courtesies. Anybody we need to keep in the loop? Kingwood, for example?

Mr. Greenstein: Well, the community needs to know, and Kingwood needs to know. It's general information.

Ms. Harley: Kingwood will feed it out to all the residents, all the owners.

Mr. Staley: Perhaps we could let David Burman know.

Ms. Trucco: I can reach out to them also to find out when are they commencing construction. It will give us an idea about time frame, and if there's an extreme nuisance cause, let Tricia and Alan know and we can be in contact with People's Gas.

Mr. Greenstein: It would be nice if we could get an agreement from them that they wouldn't do this until after the first year.

Ms. Adams: I think they'd like to get it done before there's any chance of cold weather.

Mr. Greenstein: Let them give us a time period. I think we can adjudicate this.

Ms. Harley: How long are they saying, Alan?

Mr. Scheerer: Sorry?

Ms. Harley: How long are they saying it'll take?

Mr. Scheerer: However long it takes.

Ms. Harley: No estimate?

Mr. Scheerer: I don't know that I have any time frame on how long the project is going to take. I mean, they started next door about a month ago. They are still there.

Ms. Adams: That's a lot longer stretch than what we are looking at here.

Mr. Scheerer: Yeah.

Mr. Staley: I mean, if it was two weeks, I'd be more relaxed. This is a multiple month project. I'm really quite nervous about what it does to the main thoroughfare.

Mr. Greenstein: I mean it came up, as you said earlier, it came up in discussion and probably in the spring, late spring, early summer, and we were working on some behind the scenes stuff here with legal aspects of a beginner wasn't a high priority apparently because they weren't knocking down your door.

Ms. Harley: Really and truly there, when you look at it on the face of it, there is no perfect time.

Mr. Greenstein: It's either going to cut into spring and Easter, that kind of thing.

Ms. Harley: Yeah. That's what I mean, there's no perfect time. That's why I just wondered how long it took.

Mr. Greenstein: It is Tradition Boulevard, it's manageable. Is it going to impact curbing at all?

Mr. Scheerer: Yeah. I mean, it possibly can. I mean, you're dealing with these big excavators.

Ms. Harley: They have to put all that back.

Mr. Scheerer: They have to replace all of that, so yeah.

Mr. Staley: I think Sharon's right. We just got to set the expectation. If it takes four months, so be it. If it takes four months, but we've got to set the expectation. We can tell people upfront.

Ms. Harley: Yeah. It would be handy to just have some estimated time frame.

Mr. Staley: We need to tell people before it starts.

Mr. Greenstein: Do you recommend we delegate authority to sign off on this thing between meetings pursuant to receiving the reconstruction schedule that can then be shared with Board members and you act as a coordinator and you tell me it's a green light and I'll sign it because it might be the kind of thing that all of a sudden they tell us what they want to do, we say, okay, fine, where do I sign or maybe the kind of thing where we say, well, no, we're not going to do it right now, let's wait until the next meeting but I'll have the flexibility to act on it if I need to.

Ms. Harley: I would wait to advise all residents and areas until the decision has been made, otherwise you'll have three million inputs.

Mr. Greenstein: When they read the minutes they will see that we are trying to be diligent.

Ms. Adams: Do we have a motion to approve?

<p>On MOTION by Ms. Harley, seconded by Mr. Staley, with all in favor, Non-Exclusive Utility Easement Agreement with Peoples Gas System, in Substantial Form, Subject to Staff Review and Delegating Authority to Chairman to Execute Final Form, was approved.</p>

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Adams: The next item on the agenda, we're down to staff report. Kristen, do you have any further information for the Board?

Ms. Trucco: No, I do not have anything further to report this month.

B. Engineer

Ms. Adams: Steve?

Mr. Boyd: I do not have anything further.

C. District Manager's Report

i. Action Items List

Ms. Adams: Under District Managers' report, we do have an action item list that is included in your agenda packet under tab one. The Reunion West project starts on page three, about 2/3 of the way down, and we've already discussed the development of the recreational parcels, and we're up to speed on that. The next item on the action plan list is the Encore transition for Reunion West CDD. I'm going to have a couple of items that are on hold on there, but one thing that came up recently is the Reunion West POA was looking at the situation with security. Reunion has a history of the CDD funding a small portion of the staffing at the entrance gates. Reunion West POA and that Encore section has about 774 households or properties. What I would like to do is bring back information to next month's meeting in the format of an agreement that would be to look at the portion per household that is being spent for the other Reunion property outside of this, and look at what that same amount would be for the Board to consider an agreement addendum with the Reunion West POA. We have a current agreement for security services at those entrance gates. I'm hoping that that makes good sense to the Board. If not, I can backtrack and explain a little further, because part of that logic relies on other agreements between the CDDs and Reunion Resort who is staffing the other gates.

Mr. Staley: Is it between the CDD and Reunion? Is it between Kingwood and the CDD, or the HOA and CDD in the case of the main Reunion Resort?

Ms. Adams: I need to look at the actual agreements. Kristen may recall off the top of her head. The way the funding has been working is the Board's directed the amount of funding, and then that amount is billed from Reunion Resort for security services. They send an invoice once a year, and that amount is then transmitted to that vendor.

Mr. Staley: We have visibility to the total security cost, do we, when we agreed to that?

Ms. Adams: I can provide that information at the next meeting. Do you recall, Chairman? I think we're talking about some historical agreements that probably haven't been brought before the Board recently.

Mr. Greenstein: I viewed it quite honestly as an administrative matter, as an accounting item that would have been identified when the transition took place, which was when Encore basically turned everything over. I think the logic behind it was George Flint. But it's basically to cover the cost of security for items that are within the realm of the CDD. But yet we delegated authority or basically contracted with the HOA, or with this case with Artemis. I believe it is with Artemis or its predecessor Agis when we do dig up the documents to provide them that piece of funding.

Mr. Staley: But we need to know that percentage, otherwise, we won't be able to.

Ms. Adams: Exactly.

Mr. Greenstein: The important thing is, it's going to be handled in the exact same manner as has been handled with East and West. If there's anything that comes up as a result of the review that we don't want to discuss, we'll do it. But right now, we're just looking to catch up. I viewed it as an administrative oversight.

Ms. Harley: The Resort themselves contribute to the security cost as well.

Mr. Greenstein: Yeah, based upon the assessments.

Ms. Harley: No, not from the HOA.

Ms. Adams: I can tell you that the portion that the CDD pays is a relatively small amount compared to 24/7 staffing of the entrance gates and roving control expenses.

Mr. Greenstein: But that's paid for basically through the association.

Ms. Harley: That's what I'm saying. In here, does Kingwood contribute to the security themselves or not?

Mr. Greenstein: I couldn't tell you off the top.

Ms. Adams: They don't contribute through the CDD, so we wouldn't have any way to determine that.

Mr. Staley: Security costs X. There was a CDD piece, there was what we call the HOA, but they're all the other HOAs for the condo associations. I'm sure Kingwood gets some benefit.

Ms. Harley: They do.

Mr. Staley: I'm sure.

Ms. Harley: Exactly the same as Encore do.

Mr. Staley: If security goes on, that must be a Kingwood expense. It'll be useful to have visibility before we carry forward any inconsistencies to another part of the CDD.

Mr. Greenstein: That's why they put the caveat. If the reviewer identifies anything that we should revisit, then we will. But, again, just to be clear, Kingwood for the golf properties through the basic CDD assessment pays based upon the ERUs, that are designed for golf property. If you break down on the ownership of assets with the exception of the golf course, everything is platted to individuals. The resort itself does not own anything other than this one, I'm pretty sure.

Ms. Adams: There are other commercial properties.

Mr. Greenstein: Yeah, right. Of course, we have now on the East side, we've done commercial with Orlando Health to note, but it's not easy to answer the question without going back to the arrangement, or going back to the documents.

Ms. Adams: What the Board will make a decision on is the proportion of funding that you're allocating to staff the entrance gate, patrol CDD amenities and to enforce the CDD parking rules on CDD roads. That's what this Board is agreeing to. We may not have access to private organizations' books. But it's a relatively small amount of funding compared to the benefit of the 24/7 staffing and the additional patrol. The agreement will incur some legal expense, so we wanted to make sure that there was consensus on the Board that we'd like to review an agreement in the next month's meeting and see details on this matter on for consideration and action.

Mr. Staley: I think as long as I understand what you're saying, we have no right to look at the total books, but we need to have a better understanding since there's at least two new members here on the Board, of what we're actually paying for, so it looks reasonable.

Ms. Adams: There may be some level of transparency regarding the cost of operating Reunion Security. I just don't know if I can get that data or not. But regardless, we will move forward on this and provide the information that we can to the Board members, and you'll have all of the information that you need in terms of determining the appropriate amount allocated to Reunion West POA as part of the security arrangement.

Ms. Harley: I asked the question as well because in Encore, none of the amenities are owned by the HOA. Everything in Encore is owned by Encore.

Mr. Greenstein: Even their clubhouse?

Ms. Harley: Yeah. All the amenities in there. Security has a big part in policing that as well. If there was an incident on a basketball court, security go there.

Mr. Staley: So we can't take the same percentage.

Ms. Harley: Yeah. I don't mind us doing our bits, so long as everyone else are doing their bit.

Mr. Greenstein: Right. We do need to take a deeper look at this, but they're also getting away with dealing with it over the years as well.

Mr. Staley: Do you mind if I ask you another question? It's been bugging me for a long time. I meant to ask you before, Bear's Den, they're private roads owned by, I want to say Encore, but I'm not convinced I'm right. Owned by Encore. Our security does not go into Bear's Den, is that correct? Or does Encore pay for security to go into there?

Ms. Adams: The CDD portion is to staff the entrance gates 24/7, and it doesn't fully cover that, nor does it fully cover roving security in the CDD amenity areas.

Ms. Harley: I would say they're HOA contributions.

Ms. Adams: There are other contributions outside of the CDD.

Ms. Harley: Because they pay the master association, and they pay an additional Encore HOA fee, so I would say the master association section part of that allows security to go in unassessed.

Mr. Staley: Right. Makes sense.

Ms. Adams: Any other further discussion on that? Otherwise, we will have some documents for Board review next month and some tangible amounts associated with that, to quantify the fair share of security dollars.

Mr. Staley: Sorry Tricia, what about the landscaping which was on that action point as well?

Ms. Adams: We had put that on hold. There had been a discussion earlier this calendar year that perhaps this should be bid out. Then there was further discussion that greater Reunion areas were recently bid out and perhaps this isn't the right time to go through another large bid process. It's ultimately a Board decision. Right now we have an agreement that has a 30-day cancellation privilege on behalf of the District with Creative North at Reunion West POA area, and we use the same vendor that the POA was using because they had some history in that vicinity. The District has full discretion to choose whomever you want to use to service that area. We can bid out just the Encore area, we can look at the overall landscaping, although I don't know that there's any reason to do so.

Mr. Staley: I don't know why we wouldn't bid out the Encore piece to Yellowstone and to Creative North. I don't know why we would have a third different landscape company.

Ms. Harley: There are three now.

Mr. Staley: There are three plus the Kingwood.

Mr. Greenstein: The discussion on this is I think it's a challenged industry right now. I think we have different service level issues. I'm not saying any of the vendors that we've mention so far here. I don't know if I mentioned anybody by name but I will just say this. I know there are issues involving residential landscaping within the community and I think until things stabilize to some degree, we can get more input about the satisfaction level that Encore Reunion West is experiencing with Creative North. Before I would recommend that we go out and bid anything because proposals or bids that we get may not end up materializing on the surface level.

Ms. Harley: I think it would be good to involve the viewpoint of Angela that represents them because I know she's barraged on a daily basis with everything from every resident.

Ms. Adams: As the District was assuming responsibility for landscape maintenance in those areas, we did seek proposals. This doesn't meet the threshold that requires a sealed bid process that we sought proposals from various vendors. Was Creative North a low bidder?

Mr. Scheerer: Yes.

Ms. Harley: They weren't the lowest bidder, but I think we just agreed to do it.

Mr. Greenstein: Status quo.

Mr. Staley: Creative North are looking after CDD property? They're looking after HOA property as well as residents property.

Ms. Harley: They do it all.

Mr. Staley: So that's just getting into more than I thought we were getting into. They do everything. Now is not the time.

Ms. Adams: Would Board members want to keep this on action item list or take it off until there's an environmental change that triggers reconsideration of the landscape agreement?

Mr. Staley: I'll keep it there.

Mr. Greenstein: I'll keep it there to see it's on hold or whatever.

Ms. Adams: Any further discussion regarding the Encore Reunion West POA section? The next item on the action item list is refunding the 2004 series. As Board members recall, this was put on a ten year no call provision and that is going to expire May 2022. I recently re-engaged conversation with the underwriter to make sure that this was still on the radar and that we're still tracking to kick off the assessment considerations at the November meeting. Board members just so you're aware, your November meeting does fall on Veterans Day, November 11th, but I did confirm with the underwriter we would be meeting that day. The next item on the agenda or on the action item list is the parking rules for Encore. The Board has approved these rules, there has

been no signage installed. So in effect, these are not currently being enforced and we're continuing to monitor that situation. We do now get feedback from Reunion security who is actively providing security services in that neighborhood since July 1st. No change to the status of the Elevation development nearby Reunion. It's not a District matter per say. This is just on here for Board members information. The Sinclair gate we have as a separate agenda item, so we will be addressing that. The Duke street lights have no change in the status.

Mr. Staley: On that question. Can someone just remind me why we lease and not buy those street lights?

Ms. Adams: I know that this property is set-up consistent with how other Districts are set-up. When you lease the lights, the maintenance responsibilities are the responsibilities of the utility provider, in my understanding is that that benefit is significant. So the lease agreement pays for the light service, but that also includes maintenance of the lights. So my understanding is that's the best way.

Mr. Staley: So when someone knocks down one, they replace it?

Mr. Scheerer: Yes, when we get an accident report we do provide that to the utility company and they can they can seek reimbursement from the driver, but we don't get billed for it.

Mr. Staley: So that's common practice in CDDs is it?

Ms. Adams: Yes, it's very common.

Ms. Trucco: Often times you can see that on the plats too, that the original developers have planned for the street lights to be leased opposed to purchased by an entity.

Mr. Staley: I understand. Makes sense.

Ms. Adams: The next item is something that we expect a proposal at an upcoming meeting and that's the beautification of Sinclair Road. I believe that Alan met with Yellowstone and Supervisor Harley.

Mr. Scheerer: They say they have it, I just don't have it.

Ms. Adams: Then the next item we don't have an update on, Supervisor Burman will be in attendance at a future meeting and provide an update regarding the feasibility of developing a CDD parcel into a dumpster location.

Mr. Staley: I know at the last meeting, Tricia, David said he was going to have a meeting with Anthony that afternoon. Do we know if that took place?

Ms. Adams: I don't have any results from that meeting. Do any Board members have any questions regarding any Reunion East action lists? Otherwise the next item on the agenda is the approval of the check register.

ii. Approval of Check Register

Ms. Adams: The next item on the agenda does require Board action. Included in your agenda packet under tab two is your check register for August 1-31. It includes your general funds replacement and maintenance funds expenses and the total is \$88,770.1. The detailed summary is included in the agenda packet. I am happy to answer any questions.

On MOTION by Mr. Greenstein, seconded by Ms. Harley, the Check Register, was approved.

iii. Balance Sheet and Income Statement

Ms. Adams: The next item on your agenda is the balance sheet and income statement. This does not require any Board action and this is your unaudited financials through the end of last month. It does show your combined balance sheet with your general fund, your replacement and maintenance fund and also identifies the debt service accounts. Over on page 2, you'll see that compared to your prorated budget our actuals are running just a little bit high on administration, but the field of expenses are under expenses compared to your prorated budget. Overall your prorated budget was right at \$978,000 and you're spending is at \$930,000, so you're in good shape.

Mr. Staley: Yes on that same page, I think this is what you're getting to. On the top half of maintenance. You can see we've got favorable variances on the utilities, but lower down on the Seven Eagles piece, we got negatives. Is that because we budgeted not really knowing what Seven Eagles was going to cost us?

Ms. Adams: It is because it was not budgeted, it was a surprise that Reunion Resort decided to cancel the management agreement for Seven Eagles and thus the District took over some of the direct maintenance expenses.

Mr. Staley: That favorable variance on the top of the page, there is actually a bonafide, it's a good favorable variance.

Ms. Adams: Yes.

Mr. Staley: It's not compensating for something else. It is compensating, but it's okay.

Ms. Harley: But still going to F and B there?

Ms. Adams: Yes.

Ms. Harley: So Reunion had canceled the management of Seven Eagles?

Mr. Greenstein: By canceling the management services agreement, they basically carved themselves off to be responsible of that which they own. The liquor licensing requiring it, they own what they call The Cove.

Ms. Harley: The bar.

Mr. Greenstein: What they own is the Bar and Grill, which is The Cove. But all the other space belongs to the CDD is being maintained by the CDD.

Ms. Harley: But is the Bar and Grill not on CDD property?

Mr. Greenstein: No.

Mr. Greenstein: It's funny you say CDD property, it's private property.

Ms. Adams: They own that piece.

Mr. Greenstein: They own that piece. It's been that way from the beginning.

Ms. Harley: We now pay all the expenses for Seven Eagles and give them a captive audience to purchase their F and B.

Mr. Greenstein: This is one of the things that you should have a discussion on and its a east side item, it's a shared item obviously. Where we've come up, we're working on an amenity agreement or utilization of amenities agreement that will have fees that tie-in. Maybe that will bring them back to the table and have some meeting with the minds on some lesser amount of a shared expense arrangement. While they had the right just like we had the right to the kick out clause, they had a kick out clause as well. They executed it during last fiscal year. Well, actually was it this fiscal year?

Ms. Adams: It was the fiscal year 2021, in January.

Mr. Greenstein: Sharon, you would have loved to have seen the audience during the early days at the East CDD, when people like myself and Don Harding and other legacy owners were dealing with a developer controlled Board where the CDD, was paying the expenses. We worked over the years and we knocked it down to zero. The very same argument that you just made. We were operating under that agreement for a number of years and when times got tough, they bailed. Now, we're in the process of trying to level the playing field and figure out the most judicious way and administratively feasible way of reducing our expense exposure on that, because of the way the facility is used and marketed for the resort.

Ms. Harley: Who do we pay for that contract cleaning and contract landscaping?

Ms. Adams: Yellowstone does the landscaping and it is Reunion Resorts staff that we hire for custodial services.

Mr. Greenstein: That's a great deal. If you were sitting in this seat, you could do the same exact thing. But we're in the process of working all that out and leveling the playing field.

Ms. Adams: One thing to consider is that Seven Eagles does benefit Reunion residents and guests, including having the ability to buy a drink. Some residents perceive that as a desirable amenity. Residents and guests have a choice, they can buy a drink from The Cove. They're not required to buy a drink from The Cove. I think the people who utilize it see that as an amenity.

Ms. Harley: Are they allowed to take outside food and beverage into the Seven Eagles?

Mr. Greenstein: Yes.

Ms. Harley: They are?

Mr. Greenstein: When we were under the MSA they could not do that. That was one of the agreements, they're going to be there with some provider, then that's one of the exclusive rights they have, but they lost that right.

Ms. Harley: Right. Okay.

Mr. Scheerer: Back in the day we were paying a \$180,000 a year. Something like that.

Mr. Greenstein: Yes and over a three-year period we knocked it down to zero. We'll get it to work.

Ms. Adams: I know that oftentimes food and beverage operations are perceived as a big moneymaker. That's sometimes it's not the case. In these environments, there tends to be quite a bit of overhead with labor.

Ms. Adams: Any other questions regarding Page 2 on the budget? Again, this does not require any Board action, but I'm happy to answer any questions where members may have.

Mr. Staley: Just on Page 15, we talk a little bit about the refinancing, and it's the 2004-1 series that we're thinking of refinancing. As you can all see, we're paying 6.2%, every 1% per annum is \$134,000 saving.

Mr. Greenstein: That was significant.

Mr. Staley: It'll help a lot towards our three to five-year planning exercise.

Ms. Adams: Yes, Board members will have the option to decide if you want to lower the debt service fee for residents or the terms, the number of years/the maturity date for residents, or

if you want to extract project funds from the savings. So you have those options to consider. So if you're talking about funding capital projects, that is possible.

Mr. Staley: This may be a good time to ask you a follow-up for the benefit of all the Board. Is it possible for an individual homeowner to repay his or her portion of this debt?

Ms. Adams: Yes, residents or property owners have the option of paying annual debt service fees or paying the debt service off in lump sum. If any resident wants the information on what that payoff amount would be, GMS is happy to provide that information.

Mr. Staley: I didn't know that.

Mr. Greenstein: Always ask why. Unless you know you're going to hold onto the property for a couple of years.

Mr. Staley: 6%. I agree.

Ms. Adams: Yeah.

Mr. Staley: Interesting. Because some people have done it.

Ms. Adams: Yes.

Mr. Staley: I notice from just looking at the numbers. Some people have done it, not many.

Ms. Adams: We just had a Reunion resident inquire yesterday about their lump sum payoff. So people do ask that question.

iv. Presentation of Arbitrage Rebate Calculation Reports

Ms. Adams: The next item on the agenda does require Board action and that's acceptance of the Arbitrage Rebate Calculation Reports. As part of tax code, we are required to have Arbitrage Rebate Calculations and make certain that these tax exempt and bonds are not earning more than what we're paying on those. The calculations were done for series 2004, 2015, 2016, 2017, and 2019. All of the reports are included in the agenda packet and you'll find that the findings are the same for all of the bond debt. The letter to Reunion West CDD you'll find that the fourth paragraph down in each of the cases identifies that there is negative rebate requirement showing that there is no arbitrage issue.

On MOTION by Mr. Greenstein, seconded by Mr. Staley, the Arbitrage Rebate Calculation Reports, was approved.

D. Security Report

i. 24 Parking Violations

Ms. Adams: We are down to security reports and I did receive a text message from Victor, unfortunately he's not able to attend today's meeting because of something that came up related to security. However, we do have some information in here regarding the number of parking violations that were issued in August. Also, Alan is here who has been working alongside security in order to put out the temporary maintenance of traffic plan with the cones to sequester visitor traffic into one lane and resident traffic into another. He has also been putting out additional signage to identify the place where perhaps permanent signage might need to be placed in the future to get people into the correct lane. Alan, do you have any comments?

Mr. Scheerer: Signs are up. I spoke to Victor. He said things went well, since the sign has been up. He says things have really slowed down and it appears people are identifying in advance. I'm paraphrasing, of course, because he's not here. But when I talked to him this morning, he said he got no complaints from his staff or anything on heavy traffic. We stuck a bunch of them out there. I got a dozen signs, I probably put out 10 of them and try to get them into the choke points where traffic was going from two-lane to the single lane before you make the main turn. So the only thing I can tell you is, according to Victor, he said they seem to be working and they didn't have a lot of problems since the signs went up.

Mr. Greenstein: They're fine during the day. We've come down in areas that make a difference, but if we were to do anything of a more permanent nature, even though I think it's more of a permanent temporary thing. I would probably recommend the signs be just a little bit larger and maybe be reflective, not a lot of them, but because at night no one sees those signs, you can't read them.

Ms. Adams: Permanent signage would be the Reunion standards.

Mr. Greenstein: Right. But when I say it's permanently temporary is because we're in an area that's beyond the entry point, let's just say, and it's working. I was pretty confident that it would work. We have fewer bad actors than people who are willing to stick by the rules. We have to give them the chance to know what the rules are. I think now, during the day, it works great when as long as sun sets after six o'clock at night you're fine, but once we fall back, all bets are off on anybody being in the right lane. So it's going to be a little larger and they might be reflective.

Ms. Harley: The only comment I would make is that we did say because in the busy times we've got a lot of returning guests coming into the resort. We did say when we do the permanent

signs that we'll make sure it says and registered guests or something to that effect. Because their card will allow them access and hopefully keep the lines down.

Ms. Adams: Yeah, in further discussion with security, they advise registered guests that they can use the resident lane as part of that process.

Ms. Harley: Right.

Ms. Adams: So registered guests understand that they use the resident lane. The concern about too much verbiage on a sign would be that the message would be diluted.

Ms. Harley: It will lose the message.

Ms. Adams: We have very inexpensive signage that we can easily change and improve the messaging, so if we find that registered guests are getting in the wrong lane, we can look at that messaging, and see what needs to change.

Mr. Scheerer: I'll work with sign vendor. I'm sure we can get a little larger sign and maybe we don't need to do all of them that way. Like Mark says, we go into daylight savings time and all that ends. Get a handful of those made up and put them in the medians on Sinclair, so they see it as they come in. Then of course, as you make the turn by the lift station we have a very large sign that indicates which lane's which and we see about getting a light on it or something.

Mr. Greenstein: What would it cost us to move the big sign?

Mr. Scheerer: Just as you turn?

Mr. Greenstein: To move it down so they see it before because the sign right now is maybe 10 feet past the official length.

Mr. Scheerer: We can move it on this side of the driveway to the lift station. Is that the suggestion?

Mr. Greenstein: Yeah.

Mr. Scheerer: Okay.

Mr. Greenstein: As soon as they come around the turn, they'll see the big sign, larger than life. If we can move it down, let's do it.

Mr. Staley: I've gotten comments saying this seems to be working. I think as Mark said, the long-term solution will probably be when we know what the future for the Sinclair Road extension is. But this needs to be now a long-term temporary solution.

Mr. Greenstein: Yes, that system works.

Mr. Staley: Perhaps.

Mr. Staley: Well, what I'll suggest is that we've got some experts over there in Steve, Alan, and Victor. Perhaps, next meeting you can come forward with what you think the long-term temporary solution should be based on what we've tried. In the meantime, I would certainly move the sign. If we can do that, I'll certainly move that. Then we might be living with this long-term temporary solution for a couple of years.

Mr. Scheerer: Just remember Sinclair is not our road.

Mr. Staley: I know.

Mr. Scheerer: We have to get permission and and blessing from the county as Steve will attest to, I'm sure, and then if they go to do that Western connector road, I don't know how that's going to change the traffic patterns.

Mr. Staley: Well, that's what I'm saying, that long-term solution may have to wait for that decision.

Mr. Scheerer: In the interim I'll get the sign relocated. We can just look at where you think the best spot is. I have an idea where I'd put it if I did it but I'll get that information from you, maybe later today, if you've got a few minutes.

Mr. Greenstein: That's just great.

Mr. Scheerer: I will order a couple of larger reflective signs in the interim to be placed in the median on Sinclair as you first turn until we get a sign.

Mr. Staley: Last month we talked about people, even when they get up to the gate, they still finding a way to cut across.

Mr. Scheerer: That should be coned off all the way up to the guardhouse.

Ms. Harley: Yeah.

Mr. Staley: That's done now, is it? Okay.

Ms. Harley: Yeah.

Mr. Scheerer: Yeah.

Ms. Harley: I think it's really hard now for them.

Mr. Scheerer: Yeah.

Mr. Staley: Good.

Mr. Greenstein: We've given them enough warning, I think they've realized.

Mr. Scheerer: You have got ten signs now, you've got the large sign when you come in, you have traffic delineating either side, right or left. If they move the cone, you can't do anything about it as long as you're not swiping the cones.

Mr. Staley: Good.

Mr. Scheerer: As far as I know, the cone goes all the way down to the guardhouses and security can manage that if they need to get the other lane.

Mr. Staley: I think we've got a good chance of making that work.

Mr. Greenstein: Yeah, I think it's going to work.

EIGHTH ORDER OF BUSINESS

Other Business

Ms. Adams: Any other business or Supervisor's requests?

Ms. Harley: Can I just make one request? Angela Tirado from Artemis and represents Encore. She had to step out when the subject of parking came back and she had to question that. That's why she came here. I'm just asking can she ask the question of this?

Angela Tirado: Currently, right now we understand that there's no parking restrictions in Reunion West. We know that the CDD has no signs out there so really there's nothing we can do to force the guests to move their vehicles off the street. We understand that. In a situation where there is congestion on the street and the fire truck is unable to get through, is it at that the point we contact the CDD since we're not able to enforce those drivers to move their vehicles?

Ms. Adams: Yes. Would the Board like it for me to answer?

Mr. Greenstein: Sure.

Ms. Adams: The Board has adopted rules that restrict parking on one side of the road in that Encore neighborhood of Reunion West. To enforce that, signage needs to be installed. So if you're finding that there are areas that there is not a free flow of traffic or that emergency vehicles are not able to get through, it would be appropriate to identify those roads and to work with staff so that we can get a proposal for no parking signs for those areas. Once the no parking signs are up, then Reunion's security can issue parking violations and also already has the authority to tow improperly parked vehicles. Let me restate that. I'll ensure that the towing agreement does include the Reunion West Encore areas because that does need to be in place in order to tow.

Ms. Harley: Angela was the Encore manager, just so that you understand. She was the Encore manager from the very beginning and then left for a very short period of time when the whole thing happened about them asking us to adopt the parking, and then asking us to hold off on enforcing it. Then Angela came back.

Ms. Adams: Yes, it was the POA Board that requested to hold off on installing No Parking signs.

Ms. Harley: It was actually the Board that asked us not to enforce the parking on one side because they don't want signs.

Mr. Greenstein: We're moving in the right way.

Ms. Adams: Angela, I'm happy to answer any questions you have outside of Board meetings as well. Any other supervisor requests?

Mr. Staley: Just a comment. I don't think the notice of the meeting went out through the HOA this week. I never received it.

Ms. Adams: I'm 100% confident it was sent to the HOA. It may have been sent last week. Did it, perhaps, go out last week?

Mr. Staley: No.

Ms. Adams: Okay. I will follow up with the HOA. It was sent to them along with a guideline and dates that would be appropriate to send it from the date that it was received up through, I believe, it was Monday this week. I will follow up. I do know that they are moving offices.

Mr. Staley: They've also changed people. I think Jessica Roman has left.

Ms. Adams: Thank you for making me aware. I will follow up with that. I'm not on that distribution list, so that's helpful information.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Adams: Any other supervisor requests? Seeing none,

TENTH ORDER OF BUSINESS

**Next Meeting Date October 14 at 11:00
a.m.**

Ms. Adams: Your next meeting is October 14th at 11:00 a.m.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business, Ms. Adams called for a motion to adjourn.

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



Secretary/Assistant Secretary



Chairman/~~Vice Chairman~~