

***Reunion West Community  
Development District***

***Agenda***

***November 11, 2021***

# AGENDA

# *Reunion West*

## *Community Development District*

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November 4, 2021

Board of Supervisors  
Reunion West Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion West Community Development District will be held **Thursday, November 11, 2021 at 2:30 P.M. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the October 14, 2021 Meeting
4. Consideration of Agreement for Underwriter Services & Rule G-17 Disclosure with FMS Bonds
5. Consideration of Engagement Letter with Greenberg Traurig
6. Consideration of Resolution 2022-01 Bond Delegation Resolution
7. Consideration of Addendum to the Aquatic Management Agreement with Applied Aquatic Management, Inc.
8. Consideration of Agreement with Playtopia, Inc.
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Action Items List
    - ii. Approval of Check Register
    - iii. Balance Sheet and Income Statement
  - D. Security Report
    - i. 113 Parking Violations and 1 Vehicle Towed
10. Other Business
11. Supervisor's Requests
12. Next Meeting Date
13. Adjournment

# MINUTES

**MINUTES OF MEETING  
REUNION WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Reunion West Community Development District was held on Thursday, **October 14, 2021** at 11:30 a.m. at Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.

Present and constituting a quorum:

Mark Greenstein  
David Burman  
Sharon Harley *by phone*  
Graham Staley  
Michael Mancke

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Tricia Adams  
Kristen Trucco  
Steve Boyd  
Alan Scheerer  
Victor Vargas  
Clif Tate  
Conroy Jacobs  
Mike Smith

District Manager  
District Counsel  
Boyd Civil Engineering  
Field Operations Manager  
Reunion Security  
Kimley Horn  
Osceola County Transportation  
Yellowstone

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 11:00 a.m. and called the roll. Five Board members were in attendance constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Adams: Board members, we are expecting staff from Kimley-Horn to be here today. They are going to be doing a presentation on the Sinclair Road extension road improvement project. That item is scheduled as number 12 on your agenda today. They will be here in a half hour and will be setting up for their presentation while the meeting is in progress. Board members, just so you are aware, the Reunion East Board members have been notified about that road project presentation. That meeting time has been noticed as a workshop for Reunion East CDD so that

they can come in, participate, ask questions, and we don't have to be concerned about violations of Sunshine Law since that has been noticed as a workshop with a 7-day notice. I just wanted to make you aware of those items before we get started. Mr. Chairman, would you like for me to open the public comment period?

Mr. Greenstein: Yes, please.

Ms. Adams: We do have a public comment period scheduled on the agenda. This is an opportunity for any members of the public to make a comment regarding anything that is scheduled to be discussed today or even anything that is not on the agenda. Would any members of the public like to address the Board? If you could please state your first and last name as well as your address for the record.

David Glasser (917 Desert Mountain Court): I have four or five points. Do you want me to go over them all?

Ms. Adams: This is a time for public comments to the Board of Supervisors. It is not a question-and-answer session, but often times your questions will be answered during the course of Board business.

Mr. Glasser: In regards to point 'D' in the agenda, parking violations and vehicles towed. This is an ongoing problem of visitors parking at random, anywhere, day and or night. I have photographs. First of all, I took this at 10:43 this morning. The trees are growing so nicely across the face of the 'no parking' signs. The poles are visible, but the signage is not. I think that is the first thing that needs to be done. The signs need to be readable. My own personal belief is that the signs are too high when people are in their cars and the cars are down low. The signs need to be lower. There are cars that park across the sidewalk constantly. Not only do they park across the sidewalk, but they park across the sidewalk and halfway into the road. I have photographs of that. I am not sure that the patrol department and the speeds that they travel on the road, are actually watching what goes on. I would ask that the staff makes sure they don't travel at those speeds and that they look at what is going on. The reason why I say that is each month of the year for the last two years, our water bill has been between \$50 and \$52 a month. With the exception of May of last year, it was \$755 and the year before was \$550. We happened to be in South Africa during those two months. May of this year and May of last year. I have a photograph on here from my camera that I took the other day of a subcontractor working on the property 916 Desert Mountain, next to us, enjoying the fruits of the neighbor's water on that side of the property that they were working on. Again, it is all part of how one manages the freedom that these subcontractors have.

The only people that have any say in the matter must be the patrol because if a homeowner goes to interfere, it seems to develop into a bit of a fight. I would like to raise the issue about additional dumpster facilities. I must tell you, the house next to us, which has not been particularly heavily occupied, seems each week to have five or six bags of trash. I have stopped picking up stuff in the neighborhood. Next to us, everybody is using the dumpster next to it to throw their paper plates, their food, and their wrappings. It is a pigsty. It is not only the dumpster. It is how people manage those people working. We have nine houses going up on our street at the moment. If you know what the traffic is like and you know what the volume of people is like, particularly the guy who drives that little front-end loader, it is quite ridiculous. The trash is mounting in the street. The trash is an ongoing and large problem. The proposals from Yellowstone on the Sinclair Gate tree installation, as you drive into Reunion in the resident's portion, the keyhole is on your left-hand side. Right underneath that is a hedge that protrudes into the road. In order to not scratch your car you have to drive further away and really stretch out to get to that card reader. I am asking Yellowstone, or if somebody can ask Yellowstone please, to trim that hedge back so it does not scratch your car as you drive through. Those are the points that I brought.

Ms. Adams: Thank you, Mr. Glasser. Are there any other members of the public who would like to make a statement to the Board? Seeing none, we will move onto the next item. Board members, for today's meeting we have moved the agenda a little bit compared to what you are accustomed to seeing. Staff reports have been moved up in order to accommodate the Kimley-Horn presentation and the attendance by the Reunion East Board members.

### **THIRD ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. Attorney**

##### **i. Presentation of Memorandum on Wastewater Services and Stormwater Management (Added)**

Ms. Adams: Under staff reports, our first staff report is from Kristen.

Ms. Trucco: Thanks, Tricia. Good morning, Board of Supervisors. What I have to report today and present to you all is the memorandum that was included in your updated agenda.

Ms. Adams: Yes. Under Tab A.

Ms. Trucco: Perfect. It is under Tab A. This involves a new law that was enacted and went into effect July 1st of this year. It requires all cities, counties, and special Districts, which would include the CDD to prepare a need analysis report, which includes a 20-year projection regarding our wastewater systems and our storm water system as well. We have compiled this memo,

attached to it is the actual bill and the corresponding statute. Our recommendation after speaking to a couple of our District engineers, is that we're recommending that the Board directs Steve and his team to take a look at these requirements and prepare for the Board hopefully sometime before January 1<sup>st</sup> a proposal detailing the cost to prepare the report and also GMS may need to work in conjunction with them to provide some reports and information documents regarding those systems that we can complete these reports. GMS may also incur additional costs. Our direction is to ask GMS and Steve and his team to come up with proposals to bring back to the Board for the Board to formally approve them. We are not up against a deadline. This report's due with the county June 30th of 2022, but we want to make you aware of it as quickly as possible and give Steve enough time to take a look at the requirements. I've provided this memorandum to him right now and give him an opportunity if he needs outside vendors or something like that to assist in preparing the report for the District. Hopefully, he'll be in a position to let us know before January 1st, we're thinking, so that we can get ahead of the deadline here to submit it to the county. That would be our recommendation regarding this new law and if you have any questions, I can try to answer them now. Otherwise, that is about my only report for this Board. We've been working with Alan regarding the gas utility easement and he's had a pre-construction meeting with their team. I believe he'll probably give you an update.

Ms. Adams: We have it on the action item.

Ms. Trucco: We will just wait for that then. That's moving along well. That's my only report for the Board. There are no other legal updates, which is good news.

Ms. Adams: Any questions for Kristen?

Mr. Greenstein: I'll just make a comment that since it's something that is affecting all special Districts, I would think that with GMS having as many CDDs as they have, there could be, hopefully, a sharing of ideas, a uniform approach to the exercise. If there's anything tied into an insurance aspect then EGIS our insurer, who insures virtually all CDDs in Florida, we hope they would have some input to it so that hopefully it will be done in a very efficient way as we've done in the past when we've had to respond to new legislation. It would be a structured approach and if there's something unique about a District, fine, you note it, but this should be almost a boilerplate type of plan to address this, so it doesn't become burdensome and costly. There will be costs, there's always cost, but hopefully we can contain them.



Ms. Trucco: You are right. It's required of every single CDD in the state so, hopefully, we'll have a streamlined approach that engineering firms and GMS is taking to prepare these reports.

Mr. Burman: Reunion doesn't deal with wastewater just storm waters when we are talking about Reunion.

Ms. Trucco: Yes, in particular for Reunion Districts.

Mr. Burman: I was asking the engineer, but hasn't most of the state already?

Ms. Trucco: Exactly.

Ms. Adams: It's just compiling it.

Ms. Trucco: That's what other District engineers have said to us. That they actually have many of these items already. I'm not sure if this District specifically does, we will have to wait for Steve.

Mr. Boyd: In this case, there may be some data collection required because the actual system was designed and permitted by Bowyer-Singleton and Associates, which was acquired by Dewberry a few years ago. The principle of the firm is still there with Dewberry and the other sources online we can recover all of the original permits in Water Management District. It's just sometimes with their online record keeping, the right documents aren't put in the right place. There'll be a little bit of data collection involved, but we're confident that we'll be able to collect them together.

Mr. Staley: I have a question, how definite are the boundaries of East and West CDDs? Could they expand over the next 20 years?

Ms. Adams: A District can expand or contract. That's not expected for Reunion East CDD or for Reunion West CDD. The boundaries are pretty defined and we anticipate them to stay where they are.

Ms. Trucco: We also have a duty to update it every five years to account for potential expansion or contraction of the District.

Ms. Adams: Any other questions for Kristen on the memorandum or any other legal matters the Board would like to discuss? Alright.

## **B. Engineer**

Ms. Adams: The next is engineer and we have Steve with us this morning.

Mr. Boyd: Thank you. The main item I have is the playground and fitness stations which are later in the agenda so I can defer them to that time.

Ms. Adams: That sounds good. Any questions for Steve at this time? Hearing none we will move to the next item.

**C. District Manager's Report**

**i. Action Items List**

Ms. Adams: Under District Manager's Report, I do have a couple of notes for the Board. You might have seen some earth being moved around at the Whitemarsh Way cul de sac area. There is some active residential development in that area. We are expecting a re-plat of that area. We've reached out to Kingwood and requested that we do receive a copy of the re-plat so that it can be reviewed by staff prior to being submitted to the county. It will be known as The Cove at Whitemarsh Way, with 22 residential units. I believe that information has been widely understood among residents here at Reunion.

Mr. Staley: That's not true. Based on what I see from social media, I think people are asking questions.

Ms. Adams: It is 22 residential units that are planned at this time. There is no re-plat that has been reviewed or received by the District at this time.

Mr. Staley: That is going to be Kingwood developing those 22, is it?

Ms. Adams: Yes. Correct.

Mr. Greenstein: I think that the first "public announcement" about this, was at last month's CDD meeting when it came up in discussion.

Mr. Staley: I had raised it a couple times, yes.

Mr. Greenstein: We knew but officially when they said 22 platted lots, they were talking about, well, I am not going to repeat this again. I now realize where I got the information from. It would be considered hearsay.

Ms. Adams: Well, as a result of Board discussion and Board inquiry I did reach out to Anthony Carll and he's been helpful and communicative. Alan has also been monitoring the construction as it impacts the storm water system. We have received copies of permits and other pertinent data.

Mr. Staley: In general, what does the CDD have to pay for that development in general?

Ms. Adams: The CDD has already laid the infrastructure for the roads and the storm water systems. The actual residential lot development that's on Kingwood, there's no expense that the CDD would potentially incur.

Mr. Staley: Street lights?

Ms. Adams: That could be the case. We'll take a look at that. We'll have to take a look at the plat notes and that will be informative. The other thing I've been meaning to mention for a couple of meetings, we have had some requests from residents who appreciated the time during COVID when the governor allowed for virtual meetings and the CDD was holding meetings via Zoom. They appreciated that because they could attend from remote locations. There's been a request for continued remote access to the meetings. I wanted to make Board members aware that I have spoken to the IT staff here at Reunion. We do not have Wi-Fi service in this building at this time in order to have the Zoom platform, which is simple to facilitate for remote access. It may require some additional expense. I wanted to check in with the Board and determine if you were interested in pursuing that as an option, understanding that there could be additional expense involved. Right now, as it stands for Florida governments, the governments are required to meet in quorum. You have to have three Board members physically present in order to have a meeting. There's no allowance for virtual meetings at this time, but if the Board wants to allow remote or virtual access for members of the public, that's really at the discretion of the Board.

Mr. Staley: I think anything which allows greater participation by owners and residents is welcomed. Absolutely.

Mr. Greenstein: As far as the building goes, the use of facility, it is under an MSA and I would hope we can speak with Kingwood and figure out a plan. Maybe a shared cost or we could see what the amount is.

Ms. Adams: Understood.

Mr. Greenstein: We are not talking about a CapEx item here. In fact they probably have routers laying around. We can put it to use. We really only need to focus on this room.

Ms. Adams: We'll investigate that and see how far we can get, but the key will be to have quality Wi-Fi access in order to have a Zoom meeting that has steady access and is not a negative experience for those who are accessing from a remote location. We'll check into that. Then the next item under District Manager's Report, we're moving to the agenda. Included in your agenda packet under Tab B is the action item list. This includes the action items for both Reunion East and Reunion West. Moving down to page 4 is where the start of the Reunion West items are. The

first item is the status of the development of the recreational parcels on Grand Traverse Parkway and Valhalla Terrace. Steve has some information and detailed proposals for Board consideration. We'll get to it a little bit later in the agenda. The next item is the encore transition at Reunion West. We are still working through a few situations at that property. One of the things that you'll see a little bit later on in the agenda is the proposed security amendment and that's related to the fair share of expense for Encore households and we'll lay that out compared to what other areas of Reunion are paying through the CDD for security services. We'll talk through that. Next for the refunding of the 2004-1 special assessment bonds, we had tentatively scheduled to kick off the process for the bond refunding at your November 11th meeting. I believe I heard from two Board members yesterday that it's possible that the HOA has scheduled an annual meeting that has a direct conflict with your November 11th meeting, so before we adjourn today, we'll talk about if we want to reschedule the November meeting or how we want to handle that and if we want to delay the kick-off for the bond refunding to your December meeting. That's an option as well. The parking rules for Encore Reunion West, those rules have been adopted, but the signage has not yet been installed. We're getting feedback from security regarding the current situation as well as the POA manager for that vicinity. There is a note in here, and this is not a CDD matter per se, but staff has been asked to just keep this on that action item list which is monitoring the elevation development which is nearby Reunion. I believe this is that development that is almost parallel with Grand Traverse Parkway. There is an application for high density residential housing under review with Osceola County, I did include the permit information if any Board members would like to see detail on that proposed development and the status with Osceola County. The Sinclair gate has been an ongoing priority for the Board of Supervisors to get better flow of traffic at that location. I believe that our District engineer is in consistent communication with Osceola County regarding a possible permanent maintenance of traffic on Sinclair Road for emergency situations. In the meantime, on District property, there's been additional traffic control devices such as traffic cones and additional signage, with the goal being to sequester visitor traffic into the visitor lane, and resident traffic into resident lane in order to expedite traffic to the best extent possible. Since your last meeting, the permanent sign that is installed as you turn the curve has been relocated. Alan relocated that. Do you have any remarks regarding signage?

Mr. Scheerer: We relocated then we increased the temporary signage to a larger sign, a larger font and a reflective material, and we placed those in strategic locations coming in off of

Sinclair and Tradition Boulevard, I would have to defer the securities as to whether or not those traffic measures have improved.

Mr. Greenstein: We had talked about the additional signs, the minis.

Mr. Scheerer: Yeah, those were in place.

Mr. Greenstein: Because at night, no one's going to see them.

Mr. Scheerer: They are reflective now.

Mr. Greenstein: They are reflective?

Mr. Scheerer: Yes.

Mr. Greenstein: I'll have to give it a night vision test.

Mr. Scheerer: Yes, sir.

Mr. Greenstein: Okay.

Mr. Scheerer: We have increased size of the signs from the standard sized sign, to a much larger sign and it's all made out of reflective material.

Mr. Greenstein: I'm just curious, when was that change made?

Ms. Adams: A couple of weeks ago, maybe.

Mr. Scheerer: Two, three weeks ago.

Mr. Greenstein: That was during a period of time that I didn't know what was going on. I'll go back and check.

Mr. Scheerer: Yes, sir.

Mr. Greenstein: Thank you.

Mr. Scheerer: Yes, sir.

Mr. Staley: Is there anything else we should be doing? Because this is only a temporary solution. Can it stand the test of time, what we're doing at the moment?

Mr. Scheerer: I would refer to Victor on that. Obviously, with whatever is going to go on at Sinclair we're hoping for that extension. There may be some impacts on that. That's not our property which is why we have the temporary signage. The property that we do own on Tradition is why we moved the actual permanent sign a lot closer. The only thing that may help out is if the county allows us to create two lanes at the turn immediately, but with the cross hatching in that location, we were told by the county that we had to have that. I think it's good because it gives people a chance to get acclimated before they have to split. I'm not seeing any issues personally, but Victor will have to speak to the flow of traffic, I don't know if there's anything more permanent that we can do on Sinclair Road, as we don't own the road unless we get permission

from county. We will have to see how that road widening project is. If it comes down to one lane, which is great for us, but if they expand that to two lanes, that may pose some challenges for us.

Ms. Adams: Board members, as long as there's consensus on this matter we'll continue to leave the cones in place. If at a future time over the course of the next few months it looks like this is effective and that there's not going to be changes in a nearby roadway that impact us, if the Board wants to transition from the temporary cones to a more permanent installed delineator between the lanes we can come up with some suggestions by working with our District engineer and then can present that to the Board. I would speculate that would be sometime in the next calendar year.

Mr. Greenstein: I think the cones have been effective. I think it pushes people over. We are learning the delineation. Let just see what comes out of the Sinclair Road extension and then we can probably project what our future needs might be.

Ms. Adams: Absolutely. The next item was something that was discussed back at your July meeting and it's been on the action item list for a couple of months. Staff, or Alan, identified several parcels that could be considered. Ultimately, Board members felt that that parcel nearby the Sinclair gate was the one that was most viable. At our last meeting, when David was in attendance, and I believe that was the August meeting, he was going to evaluate on behalf of the Homeowner's Association and communicate with other stakeholders because the role of the District would be to allow a licensing agreement with the HOA or another private entity in order to designate that area as a dumpster area. That's where we are. It's also called out as a separate agenda item, but we can certainly take that information from Supervisor Burman right now.

Mr. Burman: It has just been informal conversations so far, but nobody has been directly opposed to it. It's a budget issue. Obviously, they have to add that to the budget in a big year already. But yeah, there's no opposition to it, if we decide to go that route.

Ms. Adams: Did it appear that there was an appetite with the HOA and other private stakeholders to fund the improvements that would be required such as fencing, vegetation, and dumpsters?

Mr. Burman: Depending on the expense, obviously, there's a lot to do there. There's curb cuts and engineering and things that have to be done to make it a proper access to that parcel. It can get very expensive, so, they don't want to make any commitments, because \$100,000 is a different a discussion.

Ms. Adams: I think it's a \$100,000 discussion.

Mr. Burman: For sure.

Ms. Adams: Yeah. I think we need to calibrate it that way. Is it viable?

Mr. Burman: Yeah. Is that a fair assumption? I didn't want to give any estimates but I knew it was going to be six figures, just not sure how much.

Mr. Mancke: What would the scope include again?

Mr. Burman: We are talking about this parcel by Sinclair gate and you need a way in and another curb cut to get out onto the road. That's another question, will the county even allow such a thing? There's going to be new striping and MOT in that area to get in and out of the parcel, a fence, a big landscaping, but the biggest part is paving and then access.

Mr. Mancke: That's significant yes.

Mr. Greenstein: The Sinclair road extension project is smack dab in the middle of this. I think we really can't evaluate the feasibility of this until we know what to do and we want to construct.

Mr. Burman: One concern a lot of people had was that we can landscape it pretty good, but in the end is going to be a garbage dumpster at the entry to Reunion. Everybody is going to know it is there. Trash is going to blow out that area it's going to be a problem.

Mr. Staley: At the breakfast last week, Anthony Carll mentioned this to us, because he knows how fascinated I am with dumpsters and trash. I'm not sure who is funding it, but he said he was looking to propose to purchase more trash taxis to address the problem Mr. Glasser is talking about, and to tour the neighborhood on a regular basis collecting bin fulls of rubbish that we have lying on the street. That's a good move. But I didn't have chance to ask him where they're going to take it to. Because it has got to go somewhere. I thought it would have to go off site.

Mr. Burman: They take it off site.

Mr. Greenstein: They take it off site.

Mr. Staley: Not to the dumpsite?

Mr. Burman: No. To the landfill on 17.

Ms. Harley: They take it off site.

Ms. Adams: Yes. Supervisor Harley was just saying they take it off site to the dump or landfill.

Mr. Staley: That would be a far better solution than building it next to the entrance gate. I think now that this initiative is that a good, one of you should encourage that.

Mr. Burman: Well, we know that that's a separate discussion. The issue of having a trash taxi that should go around the community and collect trash has been on our agenda for 15 years. The question is, how is it going to get paid for with an HOA expense. So \$25 a month basically is what it costs per owner to have that happen. So today there hasn't been any support for that. There just hasn't been, we brought it up numerous times. The overall survey that we got back from owners was that they don't want to pay that. Maybe we're getting to the point where it's necessary that the owners will support it. Maybe we'll try it on a survey, but for at least six times in 15 years, we tried it and everyone said, absolutely not.

Mr. Staley: I've been here fifteen years.

Ms. Harley: How much is it? Sorry.

Ms. Adams: How much is it?

Mr. Burman: \$25 per month, per homeowner.

Ms. Harley: Right.

Mr. Burman: I understand the reason why there's an opposition to equity. Are you going to pay \$25 a month when you're not causing a problem? That's the fundamental question, and so that's the question in a community like Reunion, where we're trying to serve all masters. We have people living here, renting here, investing here, vacationing here, seasonally living here. It's going to be a challenge, and so here's the inequity.

Mr. Staley: Obviously, a lot of residents and owners would want the covenants changing to insist that their properties are rented, not full-time residents. That's what people will be asking for, and I think that's something that you need to consider because changing the covenants is not easy to do.

Mr. Burman: It's not easy to do, but the other problem is you can't create separate classes of owners that way.

Mr. Staley: That's what I was getting at.

Mr. Burman: I will say that Kingwood is a lot more decisive at what they do. If they decide to do it, they're going to do. Again, I always wanted to get buy-in and that sort of thing. I'm not pointing any fingers at anybody, but if Kingwood decides to make this change, they decide it's worth it, they're probably not even going to survey the owners. They're just going to approve the budget and circulate it.



Mr. Staley: Well, trash is, I would say, one of the top two issues for the community. You've got an HOA general meeting coming up in four weeks' time, it is a great opportunity to present that. There's a possibility. Let's see what happens.

Mr. Greenstein: The other thing we talked about the last meeting, again, which is really a master item, but is tangentially related because as you say, Graham, the trash ends up on our streets, is more frequent pickup. If everyone could get used to the fact that maybe a trash can sitting for an hour or two before the owner gets back or the property manager gets around to putting it out of the way, you're going to see a can for pick up virtually five or six days a week. Right now we have four days a week. We have Monday, Wednesday, Thursday, Saturday. So we thought we talked about in our current contract with the county, it was a very insignificant amount per month to add additional pick-ups.

Mr. Staley: It's certainly a combination of both things.

Mr. Greenstein: Yeah, I think anything that we can do from a service angle rather than a facility angle we should employ before we decide that we need additional facilities to handle it, because it's a six-figure project.

Mr. Burman: Both the county and trash taxi option takes it offsite. We don't need a facility for that.

Mr. Staley: We have to push for or should I say support the HOA and Kingwood in that initiative, because I think Desert Mountain is by far the worst road that we have here in Reunion, from my experience, because of all the construction and because of the nature of the properties down there for whatever reason. We have a lot of issues down that street. Mr. Glasser's right. So we've got to try to support whatever the HOA is doing, but I know it's going to be a challenge to get people to buy into it.

Mr. Burman: So one thing that's just happened, it may not be directly related, but the new parcel at Reunion Village along I-4, the county will not pick up trash there, at least as of today. They want a central facility there. The reason they say is because they declare it as a short-term rental resort, as all Reunions are exactly that. We're negotiating with them now to treat the Reunion village as they treat every place else. But it may also present an opportunity for us to start talking about our greater needs in the broader resort. So that's ongoing right now.

Mr. Staley: I know it's not a solution but this is encouraging conversation.

Mr. Greenstein: I think it's a step in the right direction.

Mr. Staley: Yeah.

Ms. Adams: We'll keep this item on the action item list with the hopes that it's solved with Homeowner's Association and with other private stakeholder solutions, but we will continue to monitor the situation regarding the trash in Reunion and that parcel has no immediate use other than being on hold. This is actually a time for Board discussion. This is not a public comment period at this time, but I'll be happy to talk with you after the meeting's over, Mr. Glasser. The next item on the action item list is the five-year R&M capital plan. We are going to be adding a capital project tracking list for fiscal year 2022 to Board member reports that you review each month. Alan and I will be coordinating on that for this current fiscal year, now that the fiscal year is underway. Later on in the agenda, you're going to see a revised agreement presented for consideration regarding Reunion West Property Owners Association, and I'll provide some additional background at the time that that's presented. Then that last item for a Reunion West action items is the monitoring of that TECO gas line that the Board recently approved. TECO's increasing the width of that gas pipe in order to ensure that those who are serviced at the end of the line are getting adequate service. They did have some service issues last winter. They do have an appetite to get the project in and get it going. Their construction manager is in direct communication with Alan. As Kristen said, there's been a pre-con meeting and there is back and forth communication. So when we know the project start date and the anticipated length of the project, we'll be conveying that to residents so that they can be on the lookout for changes and traffic pattern, construction workers, etc., for that whole scope of that project. Do you have any comments on the scope of the project and what areas you see as being most impacted based on your initial meeting?

Mr. Scheerer: Sure. So the construction will start at the end of Palmilla Court and it will actually bore under Tradition Boulevard to the Bear's Den side. Basically from the back of the sidewalk to the curb is where the gas pipes will go. So they're going to directional bore based on my conversations in the field with TECO and the contractor. They're going to directional bore as much as they can. So you'll see what's called a pothole. They will start on one end, bore as much as they can, and it may come up between the sidewalk and the curb, then they have to remove sidewalk panels. Once they do all that, those sidewalk panels will be temporarily poured on the asphalt until the project is complete. This is going to run all the way down to the I-4 bridge. The Bear's Den will have to get in contact with probably Debbie or something that looks like our artificial turf that they have between the sidewalk and curb, will have to come up. The contractor will replace everything and work with prospective owners, like with the artificial turf, how they

have it, and how it goes in. I know Mike was there. He's going to do the locates for all the irrigation. The other pump utilities will be performed on the contract itself. Some the challenges that you can expect to see is where do they stage all this equipment? They're going to look to put it in the road. So we will have to document the conditions of the road. They're going to have the appropriate number of flag persons out there to direct traffic. We do have a center lane and turn lane. I think it's wide enough to accommodate for the most part. One of the concerns I added in the meeting is where they're going to stage equipment, because they have to directional bore under I-4. So the golf course has property on that side of the I-4 bridge. We own the bridge. We have the expense associated with the bridge. So I'm waiting on some additional information on the staging of equipment and how they plan to execute that, and they understand that they may have to engage with Kingwood and the owner of the golf course. I'm just concerned with the fact that we own the bridge and how that may affect us with respect to the bridge. The estimated length of the project is about 5,800 feet of pipe. The contractor tells me he could do approximately 200 feet a day. He's not sure that he can delay the project until after the holidays because there was some pressure wash concerns, and I think TECO wants to try to do their best to get that under control before the winter months set in. I do not have a construction schedule yet. The contractor hadn't received all the documents from TECO and all the requirements and all the easements and everything he needs. I did talk to him. He's been very responsive, very available anytime I call him, and we have obviously each other's contact information and as soon as I get the information, I'll give it to Tricia who can send it out to the Board and staff. They're looking at an estimate of 35 to 40 days for the project length, and then they'll have to come back and remediate sod and sidewalks and stuff like that.

Mr. Greenstein: Alan, when the pipe gets across I-4 onto the east side, where's it going? It connects in along I-4?

Mr. Scheerer: It's somewhere on the opposite side of I-4. I don't have those plans.

Mr. Greenstein: Okay so east is not affected by the project.

Mr. Scheerer: I don't believe that the east District will be affected by this project. Like I said, the concern is, you've got all this directional boring equipment. Where are you going to put it? Whose property is it going to be on? Does it affect us? But I don't have that information.

Mr. Greenstein: Obviously, the pipe size and the overall project isn't as big, let's just say, as when they put in Sable Trail along Sinclair Road. It was off the roadway, it was basically in fields and in forested areas, so it didn't really impact traffic. Well, again, as much information as

we can out and provide to folks, and hopefully security can work with and observe what the flag people are doing and how they are controlling traffic to make the impact as minimal as possible on traffic going through there, but it's going to be an issue.

Mr. Scheerer: I will be here as often as necessary to see what's going on. I know Victor's team is very responsive and they will be available as well, but I don't have any further information at this time. The day we had a recon meeting was the contractors first day seeing the site.

Mr. Staley: I have been thinking about this. It's a question for legal. Can we say no to this?

Mr. Greenstein: No, I don't think so.

Ms. Adams: You already said yes last month.

Ms. Trucco: In addition, it's for a public purpose and it's with a state agency. If we said no, they could potentially proceed with either a domain claim or condemn the properties.

Mr. Staley: What I understand is this is not for the benefit of Reunion at all. This is to benefit some other community somewhere else. The down the line benefit, as you said, who is down the line? I don't know what down the line means.

Ms. Adams: I believe this is intended to benefit Reunion property owners who utilize the gas service.

Mr. Staley: On the west side?

Ms. Adams: Yes.

Mr. Greenstein: Yeah. We've got a bigger pipe coming across through there.

Mr. Staley: So that pipeline goes to the I-4 and then that puts more gas into the pipes to Grand Traverse section.

Ms. Adams: When Duke initially reached out in January, they indicated that this would benefit the Reunion residents who are receiving gas service and not getting that full pressure.

Mr. Scheerer: So the pressure drop issue that they have been experiencing, they're not getting enough pressure to supply the gas to homes, I don't know which homes within the community, but it's not uncommon to see them upgrade pipes.

Mr. Staley: The last meeting I thought it was a 24-inch pipe. You know how wide the pipe is?

Mr. Burman: It's four or six inch pipe.

Mr. Scheerer: At the end of Palmilla, which is elevated, they're going to go straight across the street and then right down between the sidewalk before the I-4 bridge.

Mr. Staley: I'm sorry, that is a long way.

Mr. Scheerer: It's 5,800 feet.

Mr. Staley: They go underground without digging.

Mr. Scheerer: No, that's not what I said. I said that they're going to have potholes where they have the directional bores. We've got a pipe sticking up either between the sidewalk and the curb or they may have to remove some sidewalk pads so they can't go 5,000 feet all in one direction. They have to go about 200 feet at a time is what the contractor told us. So you're going to see potholes throughout Tradition Boulevard between the guard house and the I-4 bridge.

Mr. Staley: So there's a good chance this is going to start before Thanksgiving and go on through Christmas based on what you said.

Mr. Scheerer: It depends on how quickly the gentleman gets his information. I did ask if they can hold off until after the first year. That is TECO's fault.

Ms. Trucco: I can reach out to the attorney this afternoon and express if it's the Board's wishes that they wait until after January for this to start.

Mr. Staley: I'm just concerned that the community was just starting to come back to life again, and people are traveling again to come and see their homes for the first time in two years. They are going to see a hell of a mess, excuse my language. It's going to be a mess.

Ms. Trucco: Yeah.

Mr. Staley: Alan knows what he's talking about. He knows exactly what it's going to look like. There's going to be mud everywhere, it's going to be a disaster.

Ms. Trucco: Yeah, I'll certainly reach out this afternoon for follow-up and express our desire to start after January 1st, if at all possible. Also, just one recommendation, Alan, you have seen where they're proposing to do the construction. Perhaps we could go take some quick photographs before they come out.

Mr. Scheerer: What we'll do is we'll video the entire easement.

Ms. Trucco: Great.

Mr. Scheerer: We actually walk the whole thing. Before they get started, I will photo-document it or video document the current condition prior to the construction and then in all fairness, I've never not seen this work performed and then the repairs restored to alike or a better condition.

Mr. Scheerer: I did request if they could hold off to until January 1, but the contractor is going to start within the timeframe unless Kristen can reach out to their legal and say hey, we would rather do this in January.

Mr. Staley: I'd rather do it in June, July to be honest.

Ms. Adams: Well, I think the key is to get it done before the cold weather really sets in because it was the cold weather last year that exacerbated the pressure issues.

Mr. Staley: I don't want to sound concerned but I am concerned.

Ms. Trucco: Understandable and I'll make sure that Tricia also copied on that correspondence too, okay?

Mr. Greenstein: Graham, when this issue first came up, I raised issues relative similar to what you are raising. As far as can we really control this? Can we look for an alternative approach, can we tell them no? They have an easement. They put the line in in the first place. They have basically, in perpetuity, an easement over that property. If they were bad neighbors, if they were bad business, they can just come in there one day and start doing their thing. They are co-operative and they have to control it properly, but I think your proposal to start at January 1, and get it done like from January 1 to February 15th or something like that is a lot more palatable than having a dug-up Thanksgiving and Christmas.

Ms. Adams: One other note on the action item list before we go back to the agenda, I skipped over the Duke's street light conversion. They are actively in process of converting those HPS street lights to LED. Residents may see crews in overnight over the course of the next few days but this work is in process at this time. Any questions on the action item list?

**ii. Approval of Check Register**

Ms. Adams: The next item on the agenda is approval of check register. Included in your agenda packet under Tab C, number two is a summary of your check run from September 1st to September 30th, 2021. The detailed check register is included in your agenda packet. The total amount is a \$183,160.80. This item does require a Board action. We're seeking a motion to approve.

On MOTION by Mr. Greenstein, seconded by Mr. Burman, the Check Register, was approved.
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**iii. Balance Sheet and Income Statement**

Ms. Adams: The next item under tab three are your unaudited financials through the month of August. It includes your cash balance sheet as well as a summary of spending compared to pro-rated budget through the end of August. The fiscal year ended September 30th. Your September

financials will be in the next agenda packet, and that will be a good snapshot of your overall year. You'll see on page two, if you look at your total expenditures, your pro-rated budget is at \$1.2 million and your actuals are at \$1.1 million so this Board has been doing a good job of controlling expenses. No action is required. Any questions or comments on the August financials?

Mr. Staley: Just one question on page 16 receivables. I meant to ask this before, there is no reference here as to what the outstanding receivables are, it's just showing what we've actually just seen in terms of assessment.

Ms. Adams: So if you look at your budgeted for revenues, your budgeted amount was \$1,297,331. That includes your fees that go to the county as well as discount fees, the collection fees for Osceola County as well as the discount fees. Your actuals are in excess of your budgeted amount, so you're fully collected for the fiscal year. When you see from your general fund after the first of the year, you'll start to see those transfers to the trustee. That's your general fund, the debt service portion of the moneys that were collected from the county, those get transferred to a special account. Then those payments are made on the 1st of November and the 1st of May typically.

Mr. Staley: Could we have next year, perhaps a single line that shows what has still not been paid?

Ms. Adams: Each month we show how much has been collected compared to the budget, and we do keep an eye on that. Typically, you'll see that if there's any taxes that are outstanding in June, Osceola County will sell the tax certificates. We anticipate always and we keep a close eye on this that by July you should be fully collected.

Mr. Staley: Okay. It's more of questions I should be asking in February, March of who has to get paid?

Ms. Adams: There's an incentive for residents and property owners to pay their tax bill early in order to get the biggest discount then I believe it might be March 31st, that's the final time they can pay it without a discount and then they go into a more of a collection mode and those tax certificates eventually go up for sale.

Mr. Staley: So the answer to the question is six months? Okay.

Ms. Adams: Yeah.

Mr. Staley: Thanks.

Ms. Adams: You'll start to see revenues start to come in around the end of November, and then December and January are when a bulk of the revenues come in for the fiscal year. That does

include your operations and maintenance assessments as well as debt service. You'll see those big transfers out to the debt service accounts and we monitor the receivables. Any other question, or discussion about your unaudited financials?

#### **D. Security Report**

##### **i. 41 Parking Violations and 2 Vehicles Towed**

Ms. Adams: The next item on the agenda is security reports. Transmitted under separate cover to all Board members was information regarding the 41 parking violations and two vehicle towing's that occurred during the month of September. Any questions or comments for security? Our director of security, Victor Vargas, is in attendance at this meeting.

Mr. Staley: If the Chairman agrees I think we ought to let Victor speak on some of Mr. Glasser's points.

Mr. Greenstein: Exactly.

Ms. Adams: Yeah. Victor, you may have been here at the beginning of the meeting during public comment, there was some questions regarding parking enforcement, perhaps the visiting traffic didn't understand the parking regulations also concerns about people parking over sidewalks. Would you like to speak to some of those concerns and how they can be addressed and if a resident sees something like that what they should do?

Mr. Vargas: Yes. We have officers, their responsibility is to find the owner of the vehicle. If they cannot find the owner, a violation is placed on the vehicle, we use a yellow tag and place it on the vehicle. They're given approximately an hour, an hour and a half. The patrol continues the route, and when they come back if the vehicle is still in the same location, we contact the towing company. The towing company takes approximately 30 minutes and 45 minutes to get onto the property and then the vehicle gets towed. Regarding vehicle blocking the side walk, we put a violation on the vehicle.

Mr. Greenstein: Have you found with the modification to the warning tag where we put the statutory reference on there to show them that they're in violation of state law when they've blocked the sidewalk, that it has had any impact? Do you find we have fewer people blocking sidewalks now than before?

Mr. Vargas: Yes, I have noticed it has gone down.

Mr. Greenstein: Okay.



Mr. Burman: You mentioned that you see a violation, you go try and make contact with the owner of the car. How many times does it get resolved before you even get to this violation thing, is it a lot more or fewer or what do you think?

Mr. Vargas: A lot of times it's fewer.

Mr. Staley: What's your policy regarding in-house service vehicles who park alongside the road? As in air conditioning service people or pool cleaning people. Most violations that I see are the people who are here just servicing the home whether it be property management companies or pool companies, what do your people do? It seems that that problem is not getting any better. People are still parking along the side.

Ms. Adams: Supervisor Staley, let me actually check into the actual parking rules that the Board has adopted. I believe there may be some provision for service vehicles. Let me check into the actual rules the way they're written because I seem to recall something regarding the ability of service vehicles while they're servicing a residential property or Reunion property to be parked. Before we move too far into that being perceived as a violation, let me get clarification on that.

Mr. Staley: I think Mr. Glasser raised the point about contractors using water hose spickets on the sides of homes. Again, I'm not sure, that's part of your beef, but I don't know if you can speak to that. Do your offices pay attention to what contractors are doing or not?

Mr. Vargas: Yeah, they do. I mean, a lot of the time they're using your water from your own house. It is better for you all to contact us and address those concerns and we can send somebody to speak to them.

Mr. Staley: Okay, it's an issue when people are not there of course if they are away from home for long periods.

Mr. Vargas: If we notice that in advance, we will try to make contact.

Mr. Staley: I think again I'm supposed to address Mr. Glasser I think we've got to be more in the community coming together to help each other out. See something, say something.

Mr. Burman: So we get reports that the HOA can't control. That's not an HOA issue, but it is for the future builder program. We get those reports that those builders get fined when they get notice of what happens. They have security deposit, every one of them does, we deduct that fine from their deposit. But as a practical matter, a spicket lock works pretty well. It's not always builders. We've encountered owners, using their neighbor's water as much as builders. So it's good to lock up your outdoor spickets if you can.

**FOURTH ORDER OF BUSINESS****Approval of the Minutes of the September 9, 2021 Meeting**

Ms. Adams: The next item on the agenda is approval of your meeting minutes from September 9th, 2021. A draft of the meeting minutes was included in the agenda packet. I have received some non-substantial corrections from Supervisor Staley. So any of the approval would be subject to incorporation of these corrections.

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Minutes of the September 9, 2021 Meeting, were approved as amended to include Supervisor corrections.

**FIFTH ORDER OF BUSINESS****Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2021**

Ms. Adams: The next item on the agenda is your annual audit. Earlier, the Reunion West Community Development District Board of Supervisors appointed yourselves as an audit committee, you met and initially selected proposal criteria and eventually selected a proposal for audit services. The audit is required for compliance with Florida statutes and the audit committee selected Grau & Associates, which the Board subsequently ratified. There is a proposal for your audit for Fiscal Year 2021 included in your agenda packet right in the middle of page 4, it notes that the fee for the audit will be \$7,400. We are seeking a motion to approve.

Mr. Greenstein: I see the clause they have; can we do this? They are basically proposing to locking our fee of \$7,500 and \$7,600 respectively for 22 and 23 if we book them. So what can we legally do?

Ms. Adams: Well, just to be clear, when the audit committee selected Grau & Associates for your audit, it was for a multi-year services and they bid it with the escalating audit fees and then the Board later approved that selection as well. So we have a multi-year agreement, but each year you'll see the engagement letter that's presented from Grau & Associates, and that's in accordance with their initial proposal. So we do anticipate the fee going up by a \$100 each year, but every year the Board will actually have to approve the engagement letter. Again, this is a statutory compliance issue. We are required to have an annual independent audit.

Mr. Greenstein: Absolutely.

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Agreement with Grau and Associates to Provide Auditing Services for the Fiscal Year 2021, was approved.

**SIXTH ORDER OF BUSINESS**

**Discussion of Feasibility of Additional  
Dumpster Facilities (Requested by  
Supervisor Staley)**

Ms. Adams: We've already discussed item number 6 under your action items list.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Agreement with  
Applied Aquatic Management Inc. for  
Aquatic Plant Management**

Ms. Adams: The next item is consideration of an agreement with Applied Aquatic for Aquatic Plant Management. This Board has seen a service agreement with Applied Aquatic over the course of the past seven or eight years. This is to service the nuisance vegetations on the storm water pond owned by the District. This agreement includes a legal addendum that has been prepared by District counsel in favor of the District. It provides protections for the District, the ability to cancel the agreement with a 30 day without cause. It also includes the new E-Verify language on point number 18 to comply with the E-Verify system that went into law earlier this calendar year. Attached as an exhibit is the service agreement from Applied Aquatic. What's notable about this 12-month agreement is that there is no increase in terms. The total annual cost is just \$1,584.

Mr. Staley: Just quick question.

Ms. Adams: Sure.

Mr. Staley: What about mosquito control. They don't deal with that, do they?

Ms. Adams: No. Is it the county in Osceola County that does mosquito control?

Mr. Burman: No, the HOA handles it here.

Mr. Burman: Well they treat the ponds on as needed. They trap larvae count, and they'll put the biscuits, they call biscuits, in there when they find the count type. They're not allowed to spray chemicals; it has to be justified whatever they do.

Ms. Adams: Good question. So we have a motion from Supervisor Burman and a second from Supervisor Greenstein to approve the 12-month agreement with Applied Aquatic. Any further discussion?

On MOTION by Mr. Burman, seconded by Mr. Greenstein, with all in favor, the Agreement with Applied Aquatic Management Inc. for Aquatic Plant Management, was approved.

## **EIGHTH ORDER OF BUSINESS**

### **Discussion of Proposals from Yellowstone Landscape for Sinclair Gate Tree Installation**

Ms. Adams: The next item, item number 8, is included in your agenda package. This is consideration of different proposals for a landscape enhancement. The Board has a service agreement with Yellowstone to provide landscape services. Alan, Yellowstone, and Supervisor Harley met at the site area and considered different options. As a result of their conversation, Yellowstone prepared several different options for the Board to consider. If you look at tab 8, the first item is a map of the proposed site location on Tradition Boulevard. You'll see there's some areas that are dotted in red. There are several different options for the Board to consider. We organized these from point of view of price point. The least expensive option is the option that is presented first. This is an option for 28 Sabal palms at \$23,516. The next option is 28 Magnolia at \$31,516. The next option is for Ribbon palms. You'll notice that both the other Palm option and the Ribbon palms where it says eight feet of CT, that's clear trunk. That speaks to the height of the palm. The next option is for 28 oak trees, and that's the most expensive option at \$47,516. The next diagram, or the next sheet that you see are photographs of the different options. Sometimes with these generational photographs, it's a little bit hard to translate what you're seeing, but what Yellowstone was doing was trying to give you a point of comparison compared to a normal person's height. You can see from that first picture where a person is standing, that those oak trees are already mature oaks. These are not little saplings that you're considering. You see the height of the magnolias compared to a grown man, and the height and the two different palms. Alan, can you help us identify which is the Ribbon Palm and which is the other?

Mr. Scheerer: I'll have Mike do that.

Ms. Adams: Mike. Yes.

Mr. Scheerer: I think we're going to remove the oak tree option because the gas line easement is on that side, and the oak tree has running roots, and we don't believe from speaking with the contractor that it would be wise that we put something like that into the ground. We would like to stay with the palm option and we did not have that information at the time these proposals were submitted for consideration by the Board.

Ms. Adams: Sounds good.

Mr. Scheerer: Palm Trees or Magnolias.

Ms. Adams: Did you see how this was laid out in the agenda packet, Mike? So you can help to identify which is the Ribbon Palm?

Mr. Smith: Yes. The second picture on the top is the Sabal and the picture on the bottom is the Ribbon.

Ms. Adams: Got it.

Mr. Scheerer: The Board can digest this, I think, and we can probably get you some better photos, because we can't even begin this work until after the gas line has been replaced.

Mr. Greenstein: Exactly.

Mr. Scheerer: We have the whole one side of the road that is going to be dug up, so until they're done with that work.

Ms. Adams: No, and that being said, if the Board has an appetite for this project and is ready to take action today to approve one of the three options that Yellowstone would recommend, either the Palm option or the Magnolia option, we can tee this project up and have it on hold.

Ms. Harley: Did they recommend one of the particular palms? Sorry, I couldn't hear.

Ms. Adams: Are you asking if Yellowstone or if Alan recommends the Sabal palms or the Ribbon palms?

Ms. Harley: Yeah, did Alan say which of the palms?

Ms. Adams: Oak trees we are taking off the table as an option because of the way that the roots grow horizontally and could interfere with nearby utilities.

Ms. Harley: Either the of palms are okay?

Ms. Adams: I think it's really more of an aesthetic preference is what I'm hearing. That they're only recommending trees that are appropriate for the area and can be maintained and look vibrant and healthy. So it's really just a preference, do Board members prefer the look of the Ribbon palms, the Sabal palms, or the Magnolia? There are also budget considerations. This would be a capital project and there is a cost difference. The Sabal palm option is \$23,500 rounded and the Magnolias are a little bit more at \$31,500, and then the Ribbon palms are a little bit more expensive at \$35,900.

Mr. Burman: I have a quick question. Mike, I know Sabal palms grow everywhere and they don't need any work, do Ribbon palms have any sort of special requirements, fertility, or any susceptible bugs?

Mr. Smith: So that's why I like the Ribbon palms and that's why I said the Ribbon palm rather than the Queen palm. Queen palms are very high maintenance, they get diseases. Ribbon palms are much less maintenance, they don't get sick as easy, and they are the nicer tree.

Mr. Burman: Are these regular sized Magnolias?

Mr. Smith: They're a good size.

Mr. Staley: I'm not sure if we are the delaying the final decision, but I recommend we make that decision so the team can get started.

Ms. Adams: Do you have a motion to approve one of the proposals supervisors Staley?

Mr. Staley: I think I prefer the Ribbons, simply because they're less maintenance.

Ms. Harley: I think with the Magnolias as well, you do quite often and you see on the resort where one just doesn't take, and then that one looks ugly compared to the others. I think the Ribbon palm would be my vote.

On MOTION by Ms. Harley, seconded by Mr. Burman, with all in favor, the Proposal from Yellowstone Landscape for Sinclair Gate Tree Installation with 28 Ribbon Palms at \$35,916.44, was approved.

Ms. Adams: We will tee this project up, but have it on hold until the appropriate time when nearby utility construction has been completed.

Mr. Greenstein: It will be very pretty.

## **NINTH ORDER OF BUSINESS**

### **Consideration of Landscape/Grounds Maintenance Agreement Extension with Yellowstone Landscape-Southeast, LLC (Added)**

Ms. Adams: The next item on your agenda is consideration of the landscape grounds maintenance agreement extension with Yellowstone landscape. This is item number 9. It is included in your agenda packet. Board members, you often see these service agreements like pond, landscape, etc. Oftentimes these services agreements coincide with the fiscal year. So it's often this time a year that you'll see multiple agreements. This is simply a 12-month extension to the current agreement that is in place. This was prepared by District counsel and there's no change to any of the terms other than extending the agreement for an additional year through the next fiscal year that ends September 30th, 2022. We would be seeking a motion to approve.

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Landscape/Grounds Maintenance Agreement Extension with Yellowstone Landscape-Southeast, LLC, was approved.

Mr. Staley: At this point, could we ask Mike if he could trim the edge next to the Sinclair gate, the one that Mr. Glasser has questions about?

Ms. Adams: Alan was taking notes during public comments.

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Addendum to Security Services Provider Agreement with Reunion West Property Owner's Association, Inc.**

Ms. Adams: The next item on the agenda is consideration of an addendum to our security services provider agreement with Reunion West Property Owners Association. Earlier this calendar year, the Board entered into a security service agreement with Reunion West Property Owners Association, and this was for the association to provide security services for the entrance gate at Encore including both sides. They have the remote monitoring system with Envera and they also have an entrance gate that is staffed 24/7. They now utilize Reunion's security to provide those security services. Initially, the agreement was entered into with no compensation. Staff was recently approached by the Property Owner's Association over at Reunion West asking if the Board would consider funding this agreement at a similar rate that other Reunion areas are funded by the CDD. If you look at your adopted budget for the upcoming fiscal year, you will see that there is an amount that is dedicated to security services. That amount for this Reunion West Board of Supervisors, is \$65,150 and that is based on your shared expense, and based on your proportion of your platted lots with Reunion East and Reunion West. Overall, there is an agreement for \$140,000 to staff and provide roving Security Patrol at the areas in Reunion, excluding Reunion West Encore area. That area covers about 3,968 platted lots. The area that we're talking about that this agreement would cover is 774 lots. Using that same cost per lot, that amount would be \$27,308 annually. What the Board is considering today is an agreement addendum with the Reunion West Property Owners Association that there is an exchange where the District is providing a portion of the total amount required to fund security and the Board would be considering with this agreement \$27,308 annually. The way that it works for the other areas in

Reunion, we receive an invoice once a year for that total amount of \$140,000 and we divide that by 12 and provide 12 payments back to Reunion Resort for that.

Mr. Burman: Does the Reunion West POA understand that calculation?

Ms. Adams: I told them that we would look at the number of platted lots within that area compared to other areas of Reunion and look at what that same fair share would be and I'd be happy to provide additional information if it would be helpful for the POA or staff in that area.

Mr. Staley: Here in what I call main Reunion the HOA is absorbing some of the cost and the CDD absorbs.

Ms. Adams: Well, you would have to say the same thing is definitely true for this area because you're talking about two staffed entrances plus roving patrol. If you're talking about staffed entrances, 24/7, 365, \$27,308 is just a portion of what it costs to fund security.

Mr. Burman: Security expense at Reunion West is a much higher percentage of their costs than it is here. It's probably 35 or 40 percent.

Mr. Greenstein: This agreement executes basically your documents. What was discussed at the previous meeting when the representative of the POA was here.

Ms. Adams: Yes. Exactly. I didn't have numbers last month but Mr. Chairman, you bring up a good point. Before we expended staff resources on this and engaged District Counsel to write up an agreement, we did want to get feedback from the Board that this was the correct direction to go in terms of a fair share of security funding being allocated to Reunion West Encore. Those calculations were made and District Counsel worked on the agreement addendum.

Mr. Greenstein: The methodology, is it fair to say it's the same as what we're using here?

Mr. Burman: Our previous interactions with that Board have been unproductive when they're done as shock, it would be better feed them this information first rather than us just talking about it today.

Ms. Adams: Just to be clear, I believe you may not have been here last month, Supervisor Burman, but we did have Angela Tirado, who was representing the POA staff. She came and formally made that request that the Board consider funding a share that would be equal to what's funded in other areas of Reunion.

Mr. Burman: They haven't seen this document.

Ms. Adams: They have not seen this documentation in terms of the compensation, but this document is very familiar to them. We have an agreement in place. What's different about this is the compensation. The current agreement contemplates no funding.



Mr. Burman: The only reason I am bringing all of this up is to say that if we approve this today and then they have some push-back issue with it, it might be better to have them understand it first.

Ms. Adams: Well, we have a current agreement in place for zero dollars.

Mr. Burman: Yeah, I get it. You know, HOA Boards do what they do.

Mr. Greenstein: Now, I am not going to pine on some other bit of information that may come to our attention that may alter this, but absent anything unusual that would cause the CDD to reconsider the methodology, I think it's fine for us to approve this because obviously, it is a bilateral document. If they don't sign it, they don't get their money and we just keep pushing zero and they can discuss it again or try to get us to change the methodology.

Mr. Staley: Let me just go back to what we talked about earlier. The POA have now agreed on the no parking rules for Encore Reunion, is that correct?

Ms. Adams: Well, as you might recall from discussion at last month's meeting, there was a little bit of confusion from staff. There had been some transition with the POA manager, but now the staff understand and are in receipt of a copy of the parking rules that were adopted for that area, including the parking maps. They understand that in order to enforce the parking violations and to tow vehicles, that that signage must be installed.

Mr. Staley: So that's all communicated with the POA.

Ms. Adams: Correct. Well, the information has been exchanged.

Mr. Staley: Okay.

Ms. Adams: I haven't received follow-up questions.

Mr. Staley: This ultimately embrace the supervision of the parking regulations as well. That is the spirit of this. It should embrace the full solution for the parking.

Ms. Adams: Yes. You bring up a good point because enforcement of parking violations is one of the tasks that security is charged with. You're absolutely correct.

Mr. Staley: So then, you're charging parking enforcement which is fine.

Ms. Adams: Yeah. The key is we just need to have the signage in place to be in compliance with Florida statutes before vehicles are towed.

Mr. Staley: That's been going on for too long. We have the responsibility to finalize that.

Ms. Adams: Understood.

On MOTION by Mr. Greenstein, seconded by Mr. Burman, with all in favor, the Addendum to Security Services Provider Agreement with Reunion West Property Owner's Association, Inc., was approved.

## **ELEVENTH ORDER OF BUSINESS**

### **Consideration of Proposals for Playground and/or Outdoor Fitness Center**

Ms. Adams: The next item is consideration of proposals for playground and outdoor fitness station. Included in your agenda packet under Tab 11 are various proposals that our District Engineer has been working with manufacture install groups and I have some handouts as well. I'm going to turn the floor over to the District Engineer to present these proposals.

Mr. Boyd: Certainly, so in the last meeting you had requested us to request the bid from American Parks which previously provided some equipment at Reunion East. At the same time we were asked to ask Playtopia to update their bid. What Tricia's handing out is I just quickly, this wasn't even in the agenda, I'll just quickly do a side-by-side comparison on the numbers. Playtopia didn't include images of all of their fitness station equipment. They sent that yesterday, and that's what that is. Basically, each of the pieces of the equipment picture leads you to the piece of equipment they're proposing. The one big difference was that we had requested a vote for a trash can and bench on both. I didn't realize it when they first came in but American did not include that item whereas Playtopia provided a slide of steel option and a recycled plastic wood type option. Other than that, the bids are fairly equivalent. It's a single play station shaped structure and on the fitness station area, it's eight pieces of static workout equipment. We attempted to make it simpler with the summary that I just handed out.

Mr. Staley: How about the swing set?

Mr. Boyd: We decided to remove the swing set and also the spinning piece. One of them had been attached to the image in the email. The swing set and the circle rotary piece aren't included.

Mr. Staley: Nothing included?

Mr. Boyd: They are not included.

Mr. Staley: Not included this time?

Mr. Boyd: They are not included in the bid at this time. It's just the play, the stationary playset equipment that has the slides and the climbing wall.

Mr. Staley: In the last meeting, Sharon made a good point. The swing set is a nice alternative for younger children if parents are down there, the swing set is a nice alternative. I was a bit concerned about the danger of swings flying back and forth.

Mr. Greenstein: Any use of equipment by young children requires parental supervision. Without parental supervision I agree a swing does bring in another level of potential problem, we don't have swings anywhere in Reunion, do we? In any other playgrounds, whether it's in the Villas or the dog park playground. Sharon, any particular opinion on swings and no swings?

Ms. Harley: I like swings for little ones. Yes, we will have signage up, parents have to be responsible. But I think I like it for the little ones.

Mr. Staley: Just to say one last thing. American is the company that built the previous one. I really like Playtopia. The equipment looks more fun, though not for me, but for young children, my grandkids I think would enjoy that more than the American one. It looks good quality. I also like the Playtopia images which we just got today. They are all static, nothing moves. I think it's correct that nothing moves there. They look very basic and very simple and very functional. Also I think Playtopia has the photograph of the swing set which looks quite attractive alongside their playset. I am leaning towards Playtopia, there's not a huge amount of difference. In fact, Playtopia is probably cheaper.

Mr. Greenstein: But we'd have to add swings to it.

Mr. Staley: We would have to add swing sets to it but I don't think that's a huge figure.

Mr. Greenstein: The key issue which you pointed out is that we can put a swing set far enough away from the other area that kids aren't going to run off the main playground area and get into the path of a moving swing.

Mr. Staley: I'm conscious that we're perhaps doing too much, but at the same time we only get a chance to do this once.

Ms. Adams: Board members last month, the layout and design did include a swing set. We are confident that there is room for that. I believe that the District Engineer is researching right now to see if we can get an estimated cost, and that way the Board can approve with a not to exceed including the swing set.

Mr. Staley: I'm just voicing my opinion on which I prefer.

Mr. Greenstein: The main thing is the location.

Mr. Greenstein: Why don't we put together a motion to approve the Playtopia configuration to include a swing set with a not to exceed of.

Ms. Adams: And then just one point of clarification on the motion, Mr. Chairman. It looks like there's a couple of different options for bench and trash can in terms of fabrication. Is that powder coated stainless steel or?

Mr. Boyd: Yes, the powder coated stainless steel.

Ms. Adams: Okay.

Mr. Staley: That would be one I would recommend.

Ms. Adams: We like option 1 with the powder coated stainless steel. It looks like the option 1 total here is \$86,200. If we are adding \$3,000 or \$4,000 for a swing, do we just want to set a not to exceed of \$100,000 in order to allow for any variance from the time we placed the order?

Mr. Staley: Just some clarification, it says bench and trash can. The price is there, \$2,700, includes the bench and the trash can.

Mr. Boyd: That's correct.

Mr. Staley: It's good. It's a lot less that we thought it might be.

On MOTION by Mancke, seconded by Mr. Burman, with all in favor, the Playtopia Proposal for Playground with a Not-To-Exceed Amount of \$100,000, that Included a Swing Option, Steel Powder Coated Bench and Trash Can, was approved.

Ms. Adams: The District is tax-exempt; we'll make sure that tax-exempt order is in place. The agreement will also be subject to District counsel reviewing and making sure that terms are favorable for the District. The other item for consideration is the Grand Traverse Parkway parcel where the Board has been considering an outdoor fitness station. Steve, do you want to walk the Board through these two options?

Mr. Staley: We just approved that.

Ms. Adams: No, we just did the playground.

Mr. Boyd: So it is a similar situation, there are eight pieces of equipment I believe. The American included a couple pieces that did have some movement whereas Playtopia is all static.

Ms. Adams: Does the Board prefer the Playtopia option or the American option for the fitness stations?

Mr. Staley: For simplicity, I would say we stick with Playtopia. No more turning back.

Ms. Adams: I'm going to ask just for confirmation's sake, but the Board would also confirm that you want this stainless-steel powder coated bench and trash can for that location. It looks like the total for that, we want to do and not to exceed \$25,000.

Mr. Greenstein: Sounds good.

Ms. Adams: All right. Do we have a motion to approve the Playtopia proposal for fitness station not to exceed 25,000 with the steel option for bench and trash cans?

On MOTION by Mr. Greenstein, seconded by Mr. Staley, with all in favor, the Playtopia Proposal for Outdoor Fitness Center with a Not-To-Exceed Amount of \$25,000 that Included a Steel Powder Coated Bench and Trash Can, was approved.

## **TWELFTH ORDER OF BUSINESS**

### **Sinclair Road Extension Road Improvement Project Presentation**

Ms. Adams: Board members, we are down to item number 12, which is presentation of the Sinclair Road Extension Project. This is a project that goes from Tradition Boulevard in Reunion all the way over to Bella Citta at Champions Gate. I believe that Clif Tate is here from Kimley-Horn.

Mr. Tate: Yes.

Ms. Adams: Good afternoon.

Mr. Tate: Good afternoon.

Ms. Adams: Is it afternoon?

Mr. Greenstein: Yes, it is. It's 12:35.

Ms. Adams: Mr. Tate, we also have some Board members from Reunion East Board of Supervisors, who are in the audience.

Mr. Tate: Thank you very much for allowing us to come to a meeting here. I am Clif Tate with Kimley-Horn and Associates we're the consultant firm who is doing the work and that would be James Taylor, and then with Conroy Jacobs as the county project manager. So I just wanted to go through a short presentation. Just the agenda, just some quick introductions so you all can get a little information on the project history, the objectives, and process we're following the study area that we're looking at, some potential alignments, just to get your thoughts on, the schedule and then our contact information if you want to follow up with us. Then there's some time at the end to answer any questions that you may have. To mention, these are the folks that are here from the county and from Kimley Horn. Just to give you information about the project's history, this

road is originally identified as the development of the original DRI, the development regional impact that was done for Reunion. The alignment has changed a little bit since it was originally envisioned and it has been included in Osceola County's comprehensive plan, as well as metropolitan Orlando, which is the regional planning agency for this area. The study area gets a little washed out here but I think you're familiar with it. The purpose and need for this project are really to provide the system linkage. We think it will provide a good connection for 429 over to US 27 and that's going to improve mobility while the residents are at one end and commercial on the other, as well as just giving them some different options to travel around the area. The study objective for this is a very traditional type study for any roadway improvement or transportation improvement where we reevaluate the social, the environmental, the physical, and the cultural impacts that this development will have. From a steady process standpoint, we're doing the engineering to evaluate that into those environments and we'll go to look at different alternatives and the end product of this will be a recommendation of a preferred alternative that at this point in time it would go into design and eventually get constructed. This is the study area that extends from up here at Sinclair Road where it connects in with the Tradition Boulevard. Then would fall into the West and then South, come back in and connect to Bella Citta. These are a couple of different potential alignments that we've identified and these are more just to get your reaction, to get your thoughts. We've looked at two different alignments, both of them are based on a 35 mile per hour design speed, which is based on the context sensitive situation that we have here. There's a yellow alignment which actually runs along the north side of the Reunion property. So it cuts to the corner here into Reunion and then goes down to the west side of Reunion property. There is a Florida gas transmission gas line that goes through this, represented by this red line. The orange line comes actually further to the south and it stays as much as possible within Reunion property. It is just on the south side of the property land here and runs down the west side of the Reunion property and crosses the gas line, then swings out and crosses through here. All these were expected to include sidewalks. That's what we're looking at right now and just while that's up there on the screen, any comments or questions about that?

Mr. Staley: Full transparency I live roughly where your gas pipeline marker is. So yes, I have a strong preference, that would be for the yellow obviously to move further away from Reunion.

Mr. Tate: So we looked at all these, and we looked at the social, and the impact to the residents through here. It's also the environmental side, one of the downsides of the yellow line

is it has to cross as a little bit longer wetlands so those are some of the things that you'll see as we go through this study. We'll have a meeting that will present the alternatives. I think that is on the schedule for May or June of next year. But at that point, we will create a matrix which will have the impacts of the different alternatives and we'll look at what are the social impacts, what are the environmental impacts and then just compare them to try to pick a preferred alternative.

Mr. Staley: You said the orange one cuts on to the Reunion property?

Mr. Tate: Yeah. This goes back to the original DRI. If you look at the property lines here, you can see what the assumed line was going to be here. The trouble with it is a really tight curb right there. This is not safe from the speed standpoint so what we're doing is again looking at a 35 mile per hour design speed where it can go. So it was originally expected to stay completely within Reunion, more consistent with the orange. So this, the orange is what was originally anticipated or close to what's observed or anticipated. The orange is more similar to what was in the DRI, and what was anticipated.

Mr. Greenstein: I think what would be greatly helpful for us would be a Google Earth view or a view where you could actually see the proximity of the roadway to Reunion property when you say because when you talk to most folks about this Sinclair Road Extension, one would think it would be around the perimeter. So I ask that question, does either alignment actually encroach or enter Reunion property or is it on the perimeter of the Reunion property?

Mr. Tate: The orange line stays primarily within Reunion.

Mr. Mancke: What exactly does that mean? Please be clearer.

Mr. Tate: The only area that is outside of Reunion is this corner right here and so where you have Sinclair and Tradition. The original alignment stayed all in Reunion, and it curved like this and went around and so right now the only portion of the orange that's not within Reunion property is this corner right here. That parcel there. Usually, there's no easy answer to that. Anytime anybody's building a road, even widening the road it is not easy. It is going to have impacts.

Mr. Staley: I know the golf course is a major consideration for you. Just so everyone else understands, both of those go very close to number 8, you're literally able to throw a tennis ball onto the road from the green and as you come around, it is probably even closer to number 7.

Mr. Tate: They run right beside.

Mr. Staley: Yeah. Right beside. I mean, you can actually see where the road will go, it's cleared already. You can see where it goes.

Mr. Greenstein: What we're talking about is at the end of Desert Mountain?

Mr. Staley: Yes.

Mr. Greenstein: Right. We have the open field. I said the open field but it is basically, I guess it's unofficial storm water management. It really isn't because I think it's Kingwood owned property back at the end of Desert Mountain. There is a home, right? At one time that home did not have a fence surrounding it, but subsequently with Reunion development, they fenced it in. I'm assuming they are smack dab in the middle of that alignment.

Mr. Staley: That's right.

Mr. Tate: Yeah. As I recall it, the orange one is very close and then the yellow goes through.

Mr. Staley: I think Kingwood would have a strong view as well, because in-between those two, where the bulge is towards the bottom, I believe Kingwood own property in there. They would not be able to develop that so easily if you followed the orange route or at all.

Mr. Tate: So you're talking about this property? We would be taking into consideration any known land developments in there.

Mr. Greenstein: So basically there are only two alignments.

Mr. Tate: This is what we have, now. One of the things we thought about is that we have two and they could switch, they're the same location and follow this same line here and here. The yellow goes south of there or the orange can go this way. Usually we will look at the alternatives and then after our meeting where we get public input, we may adjust them and usually the public has some good ideas.

Mr. Staley: How you can control the speed here? I mean, you say it's a 35, this is never going to be a 35.

Mr. Tate: Well, the curves are designed in such a way to where that that would be more comfortable for people to drive. It is really difficult to control once you get to the straighter lines, but through the curves, they can be used to help.

Mr. Burman: There would be designated areas you need storm water ponds as well.

Mr. Tate: Yeah. We will be looking for some pond sites that we'll be coordinating with Reunion for. Back in 2005 or something, there was a concept plan that was developed, and it identified some potential ponds. We would like to coordinate with Reunion to see if there's an option. Would it be coordinated with you?

Ms. Adams: Yes.



Mr. Tate: Okay.

Mr. Staley: For people who don't both know the area, the link from the I-4 to the 27, is a massive need.

Mr. Tate: Well, if you're aware, there's maintenance on the interchange and they're also adding lanes. Then there's also a parkway extension that is being studied right now that would help a lot in this area.

Ms. Adams: Yeah.

Mr. Tate: The county has been looking to make improvements. I-42 is being improved.

Mr. Staley: You talked about the elevation development, I'm not sure. I think the elevation development is here.

Mr. Tate: Yes.

Ms. Adams: Yeah.

Mr. Tate: Yeah. Actually, Kimley-Horn is working with that.

Mr. Greenstein: Amazing.

Mr. Tate: We can send copies of the presentation.

Ms. Adams: Yeah. Please send me a copy and I'll distribute to all the Board members. We can post it on the website for residents.

Mr. Greenstein: Yeah.

Mr. Staley: Is this something that can be shared with the community at this time?

Mr. Tate: Absolutely, sure. Yeah, this is all public information. We've got a website. The county has a good website where we have all the projects listed and you can get a lot of good information and we'll be updating that throughout the study process. This is the study schedule. We just started in September. We're collecting data, collecting information, reaching out to the stakeholders like you guys to find out, and let you know what we're doing and to get your input. We'll be developing some alternatives. As I mentioned, we'll have an alternatives meeting sometime next year between the end of May and beginning of June. We expect that the study will be completed probably in September or October, so it's about four months later. Then after that, the expectation is that whatever the preferred alternative is, that will go into design.

Mr. Staley: Typically, how long does it take to construct something like this, based on that time frame?

Mr. Tate: With the right acquisition, it can take anywhere from a year to two years. So it just really depends. Are you asking when it will be finished?

Mr. Staley: Start to finish?

Mr. Jacobs: We're definitely going to have two years around the acquisition between the time it takes to do the study and the time it takes for the final design and then determine the impacts and then engage those property owners' acquired property and then following that, the process to pay the contractor. So I would say two years to start and then another two years to a year and a half to finish the project.

Mr. Tate: Then, this is my contact information, and Conroy's contact information as well as the project website. The website is [osceola.org/go.sinclairroad](https://osceola.org/go.sinclairroad). That's pretty much everything that we wanted to cover and we'll be glad to answer any questions that you have or take any comments that you have. Well, thank you very much for your time.

Ms. Adams: Thank you.

Mr. Greenstein: Yes. Thank you.

Ms. Adams: Appreciate it.

Mr. Tate: We'll be coordinating.

Ms. Adams: Yeah. We'll get the presentation out to Board members so you have a copy for your records. Then we can post it on the District website for residents to view.

Mr. Tate: Thanks, again.

Ms. Adams: Thank you.

Mr. Greenstein: Thank you.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Other Business**

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

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Supervisor's Requests**

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

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Next Meeting Date.**

Ms. Adams: Board members, before we adjourn, we do have other business and supervisor requests. But we also need to discuss how we want to handle your November 11th meeting. Your next meeting is scheduled November 11th at 11:00 AM. The only item that I'm aware of for that meeting at this time is the kickoff for your bond refunding. We did plan to have the underwriter in attendance. That meeting can remain the way that it's been scheduled and noticed.

Mr. Staley: The problem with that is it is going to clash with the HOA meeting. Residents will have to make a choice as to which meeting, they attend. Is there a way to make the west meeting come after the east meeting? By 1:00 I think the HOA meeting should be finished.

Ms. Adams: Yes, we can do that. Is two o'clock safe?

Mr. Staley: I think 2:30.

Mr. Greenstein: Maybe 2:30.

Ms. Adams: Say, 2:30?

Mr. Greenstein: Yes. We definitely want to avoid the conflict. We want ourselves, as well as residents, to be able to participate to whatever extent they want to with HOA activities that morning. So if we start off with the east meeting, scheduled at 1:00, and then we'll do 2:30.

Ms. Adams: So November, 11th at 2:30 we'll reschedule your November meeting.

Mr. Greenstein: That's the simplest thing to do.

Ms. Adams: Okay. That makes sense. Any other business or supervisor requests? Your next meeting is scheduled November 11th at 2:30. Do we have a motion to adjourn?

#### **SIXTEENTH ORDER OF BUSINESS**

#### **Adjournment**

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

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV



20660 W. Dixie Highway  
North Miami Beach, FL 33180

October 21, 2021

Reunion West Community Development District  
c/o Governmental Management Services, Inc.  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: Mr. George Flint

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Flint:

Thank you for the opportunity to work with the Reunion West Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2021 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

## ATTACHMENT I

**Section 1     Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2     Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 1.5% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.



Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

## SECTION V

STEPHEN D. SANFORD, ESQ.  
WEST PALM BEACH OFFICE  
DIRECT DIAL: 561-650-7945  
E-MAIL: sanfords@gtlaw.com

November 5, 2021

Board of Supervisors of Reunion West  
Community Development District  
Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801  
Attn: Tricia Adams

Re: Reunion West Community Development District Special Assessment  
Refunding Bonds, Series 2022

Dear Board of Supervisors:

Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Reunion West Community Development District (the "District") in connection with the above-referenced proposed special assessment bond issue (the "Bonds") to be issued to finance certain public infrastructure improvements (herein, the "Project") and the costs of issuance of the Bonds.

We would propose to perform all of the services customarily performed by bond counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a trust indenture (which we shall prepare), the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors and assistance in the preparation of a preliminary and final limited offering memorandum. For our services, we would propose a legal fee of \$55,000. We would like to point out that our Firm will provide an unqualified tax opinion subject to additional tax diligence in light of the Villages TAM. We would also assist District Counsel in the validation of the Bonds. In addition, we would review all required assessment proceedings prepared by District Counsel.

We will also seek reimbursement of our reasonable documented expenses; such fees and expenses payable at, and contingent upon, the closing of the Bond issue (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

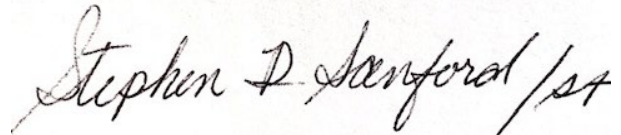
If for any reason the District is unable to complete its financing or shall abandon issuing the Bonds utilizing special assessment bonds to finance the costs of the Project, our proposed bond counsel fee would be payable in the amount described below on or before the close of calendar year 2019. Such amount due would be equal to our normal hourly rates, discounted by 10%, plus our reasonable documented out-of-pocket expenses. In all cases, if we were to be paid under such formula, our total fee for services provided as bond counsel would not exceed \$55,000. We presume that under that scenario, where there are no bond proceeds available to pay our fees, payment would be made from general fund moneys of the District or moneys provided by the primary landowner/developer.

If our fee quote is acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.

A handwritten signature in cursive script that reads "Stephen D. Sanford /st".

Stephen D. Sanford, Shareholder

REUNION WEST COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## SECTION VI

## **RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2022 (THE “BONDS”) IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING THE PRINCIPAL AMOUNT OF THE OUTSTANDING HEREIN DEFINED REFUNDED BONDS TO PAY AND DEFEASE THE DISTRICT’S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2004-1 (THE “REFUNDED BONDS”); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE; DETERMINING THE NEED FOR A NEGOTIATED SALE OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; RATIFYING THE APPOINTMENT OF THE UNDERWRITER FOR THE SALE OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPROVING THE APPLICATION OF BOND PROCEEDS AND OTHER AVAILABLE MONEYS; APPOINTING A TRUSTEE; APPOINTING AN ESCROW AGENT; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Reunion West Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 01-32 (the “Original Ordinance”), duly enacted by the Board of County Commissioners of Osceola County, Florida (the “County Board”) effective on October 3, 2001 as the Original Ordinance was amended by Ordinance No. 05-27 enacted by the County Board on July 22, 2005; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

**WHEREAS**, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2002-13 on October 30, 2001 (the “Initial Bond Resolution”) pursuant to which \$220,000,000 in aggregate principal amount of special assessment revenue bonds were authorized to finance, from time to time, public infrastructure projects authorized under the Act; and

**WHEREAS**, the District has previously entered into that certain Master Trust Indenture dated as of August 1, 2004 (the “Master Indenture”), by and between the District and U.S. Bank National Association, as the prior trustee (the “Prior Trustee”) and that certain First Supplemental Trust Indenture dated as of September 1, 2004 (the “First Supplemental” and, together with the Master Indenture, the “Prior Indenture”) by and between the District and the Prior Trustee; and

**WHEREAS**, pursuant to the terms of the Prior Indenture, the District did issue its Special Assessment Bonds, Series 2004 in the principal amount of \$59,960,000 (the “2004 Bonds”) to finance certain public infrastructure within the District; and

**WHEREAS**, pursuant to that certain Amended and Restated First Supplemental Trust Indenture dated as of August 1, 2012 (the “Revised First Supplemental”) by and between the District and the Prior Trustee, the 2004 Bonds were trifurcated into three (3) separately secured series, namely the Series 2004-1 Bonds, the Series 2004-2 Bonds and the Series 2004-3 Bonds; and

**WHEREAS**, the Board hereby determines that it would be in the best economic interest to pay and defease the outstanding 2004-1 Bonds (such outstanding amount of the 2004-1 Bonds is herein referred to as the “Refunded Bonds”); and

**WHEREAS**, the Board hereby determines to issue its Reunion West Community Development District Special Assessment Refunding Bonds, Series 2022 (the “Bonds”) for the purpose of providing funds, together with other legally available moneys, to accomplish the defeasance and refunding of the Refunded Bonds; and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the Bonds by and between FMSbonds, Inc. (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Purchase Contract”);

(ii) a Trust Indenture by and between the District and the Trustee (as herein defined) attached hereto as Exhibit B (the “Indenture”);

(iii) a draft copy of Preliminary Limited Offering Memorandum attached hereto as Exhibit C (the “Preliminary Limited Offering Memorandum”);

(iv) a Continuing Disclosure Agreement by and between the District and the dissemination agent named therein, substantially in the form attached hereto as Exhibit D; and

(v) an Escrow Deposit Agreement between the District and the herein defined Escrow Agent substantially in the form attached hereto as Exhibit E.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Reunion West Community Development District (the “Board”), as follows:

**Section 1. Negotiated Sale.** The District hereby finds that the complex nature of assessment bond financings, in order to achieve maximum savings, and because of the volatile conditions prevailing in the market for municipal bonds makes it necessary and in the best interest of the District that the Bonds, in the aggregate principal amount of not exceeding the outstanding principal amount of the Refunded Bonds, be sold on a negotiated basis. The District hereby further finds that it will not be adversely affected if the Bonds are not sold pursuant to a competitive sale.

**Section 2. Sale of the Bonds.** That except as otherwise provided in the last sentence of this Section 2, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price for the Bonds established pursuant to the parameters set forth below and on the terms and conditions set forth in the Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 2, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Purchase Contract, a copy of which is attached as an exhibit to the Purchase Contract, will be entered into the official records of the District. The Purchase Contract, in final form as determined by counsel to District and the District’s Bond Counsel, may be executed by the District without further action provided that (i) the Bonds mature not later than May 1, 2036, (ii) the initial principal amount of the Bonds shall not exceed the outstanding principal amount of the Refunded Bonds, (iii) the annual debt service savings as a result of refunding the Refunded Bonds and shall not be less than 15%, (iv) the gross underwriting fee does not exceed 98.50% of the principal amount of the Bonds (exclusive of any original issuance discount), (v) the Bonds may be subject to optional redemption which such decision plus, if applicable, the first optional redemption date and the redemption price to be determined on or before the execution of the Purchase Contract, and (vi) the net interest cost on the Bonds shall not exceed 4.50%.

**Section 3. Authorization of Execution and Delivery of the Trust Indenture.** The District does hereby authorize and approve the execution by the Chairperson, the Vice Chairperson (or, in the absence of the Chairperson, or any other member of the Board) and the Secretary and the delivery of the Trust Indenture (herein, the “Indenture”) for the Bonds, between the District and the Trustee. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form thereof attached hereto as Exhibit B and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such



officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto as Exhibit B.

**Section 4. The Preliminary Limited Offering Memorandum and the Final Limited Offering Memorandum.** That the Limited Offering Memorandum, in the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit C, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, and the information contained therein to be used in connection with the limited offering and sale of the Bonds. The District hereby authorizes and consents to the use by the Underwriter of the Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit C, in connection with the offering of the Bonds (the "Preliminary Limited Offering Memorandum"). The final form of the Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by Bond Counsel and counsel to the District. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 5. Details of the Bonds.** That the proceeds of the Bonds and other legally available moneys derived from the defeasance and refunding of the Refunded Bonds on deposit under the Prior Indenture including the Revised First Supplemental shall be applied in accordance with the provisions of the Indenture and the Escrow Deposit Agreement. The Bonds shall mature in the years and in the amounts, bear interest at such rates, and be subject to redemption, all as provided in the Indenture. The execution of the Indenture shall constitute approval of such terms. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution and the Indenture shall not exceed the then outstanding principal amount of the Refunded Bonds.

**Section 6. Continuing Disclosure; Dissemination Agent.** The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit D. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds. Governmental Management Services, Inc. is hereby appointed as the initial dissemination agent under the Continuing Disclosure Agreement.

**Section 7. Escrow Deposit Agreement.** The form of Escrow Deposit Agreement, attached hereto as Exhibit E, by and between the District and the Escrow Agent (as herein defined), in substantially the form submitted to this meeting, is hereby approved, subject to and with such changes therein as shall be approved by the Chairperson of the Board (or, in the absence of the Chairperson, the Vice-Chairperson or any other member of the Board), such approval to be evidenced conclusively by the execution of said Escrow Deposit Agreement; either the Chairperson of the Board or any other member of the Board is hereby authorized and directed on behalf of the District to execute and deliver said Escrow Deposit Agreement; that the Secretary or any Assistant Secretary of the Board be, and hereby is, authorized on behalf of the District to attest, and impress the seal of the District on, said Escrow Deposit Agreement; and that said officers and all other officers of the District are hereby authorized and directed to carry out or cause to be carried out all obligations of the District under said Escrow Deposit Agreement.

**Section 8. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

**Section 9. Ratification of the Appointment of Underwriter.** The appointment of FMSbonds, Inc., as the Underwriter for the Bonds is hereby ratified and confirmed.

**Section 10. Book-Entry Only Registration System.** The registration of the Bonds shall initially be by the book-entry only system established with DTC.

**Section 11. Assessment Methodology Report.** The Board hereby authorizes any modifications to the Assessment Methodology relating to the Refunded Bonds as prepared by Governmental Management Services – Central Florida, LLC, solely to conform such report to the final terms of the Bonds.

**Section 12. Trustee and Escrow Agent.** The Board hereby appoints U.S. Bank National Association to serve as trustee, paying agent and registrar under the Indenture (the “Trustee”) and to serve as escrow agent under the Escrow Deposit Agreement (the “Escrow Agent”).

**Section 13. Further Official Action.** The Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

**Section 14. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the

remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 15. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**PASSED** in public session of the Board of Supervisors of the Reunion West Community Development District, this 11<sup>th</sup> day of November, 2021.

**REUNION WEST COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Name: Tricia Adams  
Title: Assistant Secretary  
Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson, Board of Supervisors

**EXHIBIT A**

**FORM OF BOND PURCHASE CONTRACT**

**EXHIBIT B**

**FORM OF TRUST INDENTURE**

**EXHIBIT C**

**DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM**

**EXHIBIT D**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**EXHIBIT E**  
**FORM OF ESCROW DEPOSIT AGREEMENT**

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## SECTION VII

**ADDENDUM TO THE AQUATIC VEGETATION MANAGEMENT AGREEMENT**  
**(Reunion West CDD and Applied Aquatic Management, Inc.)**

**THIS ADDENDUM TO THE AQUATIC VEGETATION MANAGEMENT AGREEMENT** (the “Addendum”), dated November 1, 2021, is made by and between the **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation (the “Contractor”).

**WHEREAS**, the District and Contractor are parties to that certain Aquatic Vegetation Management Agreement, effective as of October 1, 2021 (the “Agreement”); and

**WHEREAS**, the District and Contractor wish to add to the Scope of Work described in Paragraphs 2 and 5 of the Agreement; and

**WHEREAS**, the District and Contractor have determined it to be in the best interest of both parties to amend the Agreement to include the additional Scope of Work described herein; and

**WHEREAS**, the Scope of Work shall be amended to include such additional services described herein, in addition to the Scope of Work under the Agreement, at the cost specified herein.

**NOW, THEREFORE**, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That the Contractor agrees to provide the additional work, described in **Exhibit “A”** attached hereto.
4. That the Scope of Work described in Paragraph 2 of the Agreement is amended to include the additional work described in **Exhibit “A”** attached hereto.
5. That the compensation and payments described in Paragraph 5 of the Agreement is amended to include the following: the District will pay the contractor a total fee of \$2,340, consisting of twelve (12) monthly payments of \$195, after the additional Services described in **Exhibit “A”** attached hereto are completed and have been inspected and approved by the District’s authorized representatives.
6. That except as specifically modified and/or amended herein all provisions of the Agreement shall remain in full force and effect.

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

**REUNION WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**, a Florida community  
development district

Attest:

\_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Chairman/Vice-Chairman  
Board of Supervisors

**APPLIED AQUATIC MANAGEMENT,  
INC.**, a Florida corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “A”**

**Additional Scope of Work**

*[Attached.]*



P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: October 26, 2021

Name Encore Reunion West  
c/o GMS  
Address 219 E Livingston St  
City Orlando, FL 32801  
Phone 407-398-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **signee** hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of **12 months** in accordance with the terms and conditions of this Agreement in the following sites:

One (1) Stormwater Retention Pond  
Associated with Encore Reunion West

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

1. Submersed vegetation control	Included
2. Emerged vegetation control	Included
3. Floating vegetation control	Included
4. Filamentous algae control	Included
5. Shoreline grass & brush control	Included

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 11/01/2021 thru 09/30/2022.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$195.00	Due monthly as billed x 12.
Total Annual Cost	\$2,340.00	

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within **NA** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before **November 26, 2021**
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 10/26/2021

Accepted

Date:

AAM

Customer

## **Terms and Conditions**

- 1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.**
- 2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.**
- 3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.**
- 4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.**
- 5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.**
- 6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.**
- 7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.**
- 8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.**
- 9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.**
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida**
- 11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.**
- 12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.**
- 13. This Agreement may not be assigned by Customer without the prior written consent of AAM.**
- 14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.**

## SECTION VIII

**AGREEMENT WITH PLAYTOPIA, INC.**  
(Reunion West Community Development District)

**THIS AGREEMENT WITH PLAYTOPIA, INC.**, also known as Playtopia of Kentucky, Inc. ("Agreement"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), between the **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **PLAYTOPIA, INC.**, also known as Playtopia of Kentucky, Inc., a Kentucky corporation (hereinafter referred to as "Contractor"), whose mailing address is 217 Murphy Ave., Ferguson, Kentucky, 42533.

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

**1. DEFINITIONS.**

(a) Agreement. The Agreement consists of: (i) this Agreement with Playtopia, Inc.; and (ii) the Contractor's proposals, dated October 29, 2021 and November 2 2021, attached hereto as Exhibit "A" (collectively, the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The term "Services" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

**2. SCOPE OF WORK.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

**3. COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, until completion, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor.



4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Tricia Adams; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor the amounts specified in the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and

character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or

requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

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

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management

Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT [TADAMS@GMSCFL.COM](mailto:TADAMS@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

#### **11. INSURANCE.**

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any

provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement

with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Reunion West Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Tricia Adams, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Contractor: Playtopia, Inc.  
217 Murphy Ave.  
Ferguson, Kentucky 42533  
Telephone: (844) 543-7529

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to



final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

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

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**SIGNATURE PAGE TO  
AGREEMENT WITH PLAYTOPIA, INC.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

**DISTRICT:**

**REUNION WEST COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**PLAYTOPIA, INC.**, a Florida corporation

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPOSAL**

Proposals, dated October 29, 2021 and November 2, 2021

*[Attached.]*



Date: 10/29/2021  
 Quoted By: Playtopia Direct  
 For: Boyd Civil Engineering  
 Contact: Steven Boyd  
 6816 Hanging Moss Rd  
 City, State, Zip: Orlando, FL 32807  
 Email: steve@boycivil.com  
 Phone: 407-494-2693  
 Fax:  
 Other:

Playtopia, Inc.  
 FOB /Ship to: 217 Murphy Ave.  
 Ferguson, KY 42533  
 www.goplaytopia.com  
 PH: 844.643.7529

#### Reunion

Payment Terms: 50% with order. Outstanding balance is due 30 days from date of install.

Item Number	QTY	Description	MSRP	Extended
PTSKP-250	1	Custom Playtopia Structure 5-12	\$33,034.90	\$33,034.90
PSW002WS	1	2 bay single post swing - 2 bucket/2 belt	\$3,429.67	\$3,429.67
ENGINEER	1	Signed and sealed engineered drawings	\$725.00	\$725.00
INSTALL	1	Installation of the above play structures	\$12,187.50	\$12,187.50
BORDERS	58	4.25'x12" Plastic Borders w/Stake	\$40.30	\$2,337.40
RAMP	1	ADA 1/2 ramp	\$702.00	\$702.00
INSTALL	1	Installation of the above borders and ramp	\$1,055.00	\$1,055.00
SURFACING	1	90 CYD of IPEMA certified Engineered Wood Fiber installed at 12", installed with weed barrier	\$5,546.00	\$5,546.00
PERMIT	1	Price to permit project: actual permit fees determined by municipality and billed on final invoice.	\$825.00	\$825.00
BRE06-F-19-000	1	6 foot inground slatted steel bench - color tbd	\$1,090.80	\$1,090.80
RD32-F-00-000	1	32 gallon slatted steel receptacle - inground w/lid & liner	\$1,112.40	\$1,112.40
INSTALL	1	Installation of above	\$500.00	\$500.00
<b>TOTAL</b>				<b>\$62,545.67</b>

Item Number	QTY	Description	MSRP	Extended
FITNESS	1	8 item outdoor fitness center (push up bar, triple balance beam, sit up bench, parallel bars, triple chin up, double station dip, double station stretching post)	\$8,935.50	\$8,935.50
INSTALL	1	Installation of fitness equipment	\$5,187.50	\$5,187.50
BRE06-F-19-000	1	6 foot inground slatted steel bench - color tbd	\$1,090.80	\$1,090.80
RD32-F-00-000	1	32 gallon slatted steel receptacle - inground w/lid & liner	\$1,112.40	\$1,112.40
INSTALL	1	Installation of above	\$500.00	\$500.00
<b>TOTAL</b>				<b>\$16,826.20</b>

FREIGHT \$6,700.00  
**GRAND TOTAL \$86,071.87**

**Pricing:** Firm for 30 days from date on this quotation.

**Taxes:** State and local taxes added unless exemption certificate is provided.

**Exclusions:** Unless previously discussed and agreed to by all parties. Sitework and landscaping; security of equipment (onsite at night); drainage.

**Permits are not included in cost, unless specifically listed.** Adding permits to job will increase it's completion length (due to permit process at municipality). It is expected that owner will provide approved site plans of the area for the permit office if required, and will help and assist in securing of all required approvals before assembly of equipment can begin.

**Installation Terms:** Installation shall be by Certified Installer. If playground equipment, installer will be CPSI Certified. Playtopia will be responsible scheduling and coordination with the installer, unless otherwise discussed. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor costs. Customer will be billed hourly or per job for any additional costs that were not previously included.

**Freight Quotes:** Are specific to the zip code specified. Changes made to the destination will likely affect the cost of the freight charges and the final balance will be adjusted accordingly. Playtopia will be happy to supply owner with a 2-day notice of the time your shipment will be ready so they may independently arrange shipping and pick up with a freight carrier of their choice. However, equipment not picked up within 5 days will be handled on a hold and bill basis. LTL rates are valid for 24 hours and dedicated rates are valid for 30 days from dated of freight quote.

Quotation prepared by: Marlee Jacquette

To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!

Approved @ KWCOD BOS meeting  
 10/14/2021



Date: 11/2/2021  
 Quoted By: Playtopia Direct  
 For: Governmental Management Services  
 Contact: Tricia Adams  
 219 E. Livingston Street  
 City, State, Zip: Orlando, FL 32801  
 Email: tadams@gmscfl.com  
 Phone: 863-241-8050  
 Fax:  
 Other:

Playtopia, Inc.  
 FOB /Ship to: 217 Murphy Ave.  
 Ferguson, KY 42533  
 www.goplaytopia.com  
 PH:844.543.7529

**Reunion-Shade**

Payment Terms: 50% with order. Outstanding balance is due 30 days from date of install.

Item Number	QTY	Description	MSRP	Extended
SHADE	1	Custom shade - 35x30x10' - with stainless steel cable and glide elbow = SHADE WILL COVER PLAY STRUCTURE	\$13,555.43	\$13,555.43
ENGINEER	1	Signed and sealed engineered drawings	\$800.00	\$800.00
PSW120WS	1	Installation of shade	\$10,000.00	\$10,000.00
ENGINEER	1	Price to permit project: actual permit fees determined by municipality and billed on final invoice. (If permitted at a separate time from structure permitting will be \$750)	\$200.00	\$200.00
SUBTOTAL				\$24,555.43
FREIGHT				\$880.09
TOTAL				<b>\$25,435.52</b>

**Pricing:** Firm for 30 days from date on this quotation.

**Taxes:** State and local taxes added unless exemption certificate is provided.

**Exclusions:** Unless previously discussed and agreed to by all parties. Sitework and landscaping; security of equipment (onsite at night); drainage.

**Permits are not included in cost, unless specifically listed.** Adding permits to job will increase it's completion length (due to permit process at municipality). It is expected that owner will provide approved site plans of the area for the permit office if required, and will help and assist in securing of all required approvals before assembly of equipment can begin.

**Installation Terms:** Installation shall be by Certified Installer. If playground equipment, installer will be CPSI Certified. Playtopia will be responsible scheduling and coordination with the installer, unless otherwise discussed. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor costs. Customer will be billed hourly or per job for any additional costs that were not previously included.

**Freight Quotes:** Are specific to the zip code specified. Changes made to the destination will likely affect the cost of the freight charges and the final balance will be adjusted accordingly. Playtopia will be happy to supply owner with a 2-day notice of the time your shipment will be ready so they may independently arrange shipping and pick up with a freight carrier of their choice. However, equipment not picked up within 5 days will be handled on a hold and bill basis. LTL rates are valid for 24 hours and dedicated rates are valid for 30 days from dated of freight quote.

Quotation prepared by: Marlee Jarquette

To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!

## SECTION IX

# SECTION C



# SECTION 1

Reunion East CDD				
Date Assigned	Action Item	Assigned To	Status	Comments
3/14/11	Irrigation Turnover	Kingwood/ Carpenter	In Process	Kingwood provided a proposal document which is under legal review in March. Comments will go back to Kingwood.
2/13/20	Access to Reunion Village/Davenport Creek Bridge	Flint/Boyd	In Process	Survey approved at BOS Meeting 08.12.2021. DE to prepare design following survey with tentative plan to split gate on each direction of travel.
11/12/20	Seven Eagles Management	Adams/Scheerer	In Process	Game Room to be repurposed into Functional Fitness Center. Refurbishment proposal approved at 08.12.2021 BOS Meeting. Fitness Center & Functional Fitness Center Design and Equipment Proposal to be considered at 11.11.2021. The fees for renting Linear Park and Seven Eagles finalized October 14. Other transition still items in process: utility split, signage updates.
9/10/20	Secure Pool Access Gates	Scheerer	In Process	A new prototype was fabricated and then installed at Seven Eagles in July. The gate is performing as expected. Five gates needed at other CDD pools (including Carriage Pointe). A proposal for Carriage Pointe was approved 10.14.2021. The installation agreement is completed and is pending execution.
11/12/20	Feasibility Report on Selling Roads to Private Entity	Adams/Carpenter	On Hold	Master Association not interested in purchasing.

<b>Date Assigned</b>	<b>Action Item</b>	<b>Assigned To</b>	<b>Status</b>	<b>Comments</b>
1/14/21	Notify Owners on South Side of CR 532 RECDD Will Discontinue Maintenance	Carpenter/Adams	<b>In Process</b>	District Counsel prepared a proposed amendment to Interlocal agreement with OC which was approved by BOS 08.12.2021. The proposal has been sent to the County for review and the County is now requesting a new detailed landscape maintenance map. Staff is developing process to notify owners, cap irrigation, and amend landscape maintenance agreement accordingly.
4/8/21	Duke Street Lights	Adams/Scheerer	<b>In Process</b>	Duke workers on site starting in September. As 10.07.2021, one of nine work orders have been completed.
9/9/21	Property Conveyance at Reunion Village	Scheerer	<b>In Process</b>	Landscape inspection and maintenance agreements for landscape and ponds pending.
9/9/21	Security Improvements at Carriage Point		<b>In Process</b>	BOS approved Envera proposal for remote monitored gate, rapid arms and security cameras at BOS Meeting 09.09.2021. Staff working with current RE security provider (ACT) for access controls proposal. Agreement with Envera has been provided by District Counsel and is under vendor review.
9/9/21	Parking Rules for Carriage Pointe and Reunion Village	Scheerer/Adams/Trucco	<b>In Process</b>	Rule Hearing scheduled 11.11.2021. No Parking zone maps reviewed by BOS 10.14.2021
9/9/21	Five Year R&M (Capital) Plan			Staff to add capital project tracking list under DM report for future meetings.
Reunion West CDD				

<b>Date Assigned</b>	<b>Action Item</b>	<b>Assigned To</b>	<b>Status</b>	<b>Comments</b>
<b>Meeting Assigned</b>	<b>Action Item</b>	<b>Assigned To</b>	<b>Status</b>	<b>Comments</b>
11/12/20	Development of Recreational Parcels on Grand Traverse Parkway & Valhalla Terr.	Boyd/Scheerer	In Process	Design/installation proposal for playground and outdoor fitness center approved 10.14.2021. Playtopia agreement execution pending. Sidewalks, concrete work, landscape design/installation, and fencing to be addressed by Operations Manager.
12/10/20	Encore Transition at RWCDD	Adams / Scheerer	In Process	Identification of CDD irrigation costs pending. Pond maintenance agreement scheduled for presentation 11.11.2021.
2/11/21	Refunding Series 2004-1 Special Assessment Bonds	Adams	On Hold	10 year no call provision expires May 2022. Kickoff of bond refunding scheduled 11.11.2021.
2/11/21	Parking Rules for Encore at RWCDD	Adams	On Hold	Monitoring the need to implement street parking restrictions.
2/11/21	Monitor Elevation Development Nearby Reunion	Adams	In Process	09.01.2021 - High Density Residential Housing Application Under Review with OC Permit Number: PRDV21-146 Location: South East at Intersection of Goodman Road and Bella Citia Boulevard Parcel Number: 282527000000600000 (\$1.02 acres) 332527000000500000 (52.55 acres) 3325273160000A0090 (19.04 acres)

<b>Date Assigned</b>	<b>Action Item</b>	<b>Assigned To</b>	<b>Status</b>	<b>Comments</b>
3/11/21	Sinclair Gate	Boyd/Adams/Trucco	<b>In Process</b>	Determine ability for MOT on Sinclair during emergencies - DE is in communication with OC. In the meantime, operations staff and security staff developed traffic plan using cones (installed July 28) and temporary signage installed September. Permanent sign relocated in September. Communication to residents pending.
4/8/21	Duke Street Lights	Adams/Scheerer	<b>In Process</b>	Duke workers on site starting in September. As 10.07.2021, one of nine work orders have been completed.
5/13/21	Beautification of Sinclair Near Lift Station	Scheerer/Yellowstone	<b>In Process</b>	Sharon Harley met with Alan and Yellowstone in August. BOS approved installation of Ribbon Palms 10.14.2021. Installation pending further assessment of impact of nearby gas line work.
7/8/21	Determine if any property is available for dumpsters	Scheerer	<b>On Hold</b>	Parcel 35-25-27-4881-TRAC-0020 identified as most viable. David Burman to evaluate on behalf of HOA and communicate with stakeholders.
8/12/21	Five Year R&M (Capital) Plan	Adams/Staley	<b>In Process</b>	Presented 09.09.2021 - Staff to add capital project tracking list under DM report for future meetings.
9/9/21	RWPOA Security Funding	Adams/Trucco	<b>Completed</b>	Updated agreement presented to RW POA.
9/9/21	Monitor TECO Gas Line Installation	Scheerer	<b>In Process</b>	PreCon Meeting with Alan Scheerer and TECO Superintendent 10.05.2021.

## SECTION 2

# Reunion West

## Community Development District

### Summary of Check Register

October 1, 2021 to October 31, 2021

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>		<b>Amount</b>
General Fund	10/13/21	1809	\$	7,688.00
	10/14/21	1810-1814	\$	17,525.02
	10/20/21	1815	\$	267.50
	10/27/21	1516-1818	\$	25,123.69
			\$	50,604.21
Payroll	<u><b>October 2021</b></u>			
	David Burman	50538	\$	184.70
	Graham Staley	50539	\$	184.70
	Mark Greenstein	50540	\$	184.70
	Sharon Harley	50541	\$	184.70
			\$	738.80
			\$	<b>51,343.01</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/13/21	00020	10/01/21	510	202110 310-51300-34000	MANAGEMENT FEES OCT21	*	3,689.50	
		10/01/21	510	202110 310-51300-35200	WEBSITE ADMIN OCT21	*	66.67	
		10/01/21	510	202110 310-51300-35100	INFORMATION TECH OCT21	*	116.67	
		10/01/21	510	202110 310-51300-31300	DISSEMIANTION FEE OCT21	*	833.33	
		10/01/21	510	202110 310-51300-51000	OFFICE SUPPLIES	*	15.30	
		10/01/21	510	202110 310-51300-42000	POSTAGE	*	5.30	
		10/01/21	510	202110 310-51300-42500	COPIES	*	159.15	
		10/01/21	511	202110 320-53800-12000	FIELD MANAGEMENT OCT21	*	2,802.08	
GOVERNMENTAL MANAGEMENT SERVICES								
10/14/21	00035	9/30/21	197341	202109 300-13100-10100	AQUATIC PLANT MGMT SEP21	*	68.64	7,688.00 001809
		9/30/21	197341	202109 320-53800-47000	AQUATIC PLANT MGMT SEP21	*	63.36	
APPLIED AQUATIC MANAGEMENT, INC.								
10/14/21	00051	10/07/21	3143	202109 310-51300-31100	COORD REC.BID/CDD MEETING	*	994.60	132.00 001810
BOYD CIVIL ENGINEERING								
10/14/21	00066	10/01/21	IR-RWCDD	202109 300-13100-10100	IRRIGATION REPAIRS-SEP21	*	37.30	994.60 001811
		10/01/21	IR-RWCDD	202109 320-53800-46500	IRRIGATION REPAIRS-SEP21	*	34.44	
		10/01/21	MM-RWCDD	202110 300-13100-10100	LANDSCAPE MAINT OCT21	*	8,020.66	
		10/01/21	MM-RWCDD	202110 320-53800-47300	LANDSCAPE MAINT OCT21	*	7,112.67	
CREATIVE NORTH INC								
10/14/21	00049	10/01/21	84707	202110 310-51300-54000	SPECIAL DISTRICT FEE-FY22	*	175.00	15,205.07 001812
DEPARTMENT OF ECONOMIC OPPORTUNITY								
10/14/21	00036	9/30/21	DUKE-DUK	202109 320-53800-43000	DUKE ENERGY #40845 34210	*	584.02	175.00 001813
		9/30/21	TOHO-TOH	202109 320-53800-43100	TOHO METER#62644093 SEP21	*	434.33	
REUNION RESORT								
								1,018.35 001814



CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
10/20/21	00005	9/22/21	42834278	202109	310-51300-48000			ORLANDO SENTINEL	*	267.50	267.50	001815
					NOT.OF FY22 MEETING DATES							
10/27/21	00043	10/21/21	99692	202109	310-51300-31500			LATHAM,LUNA,EDEN & BEAUDINE,LLP	*	1,234.69	1,234.69	001816
					BRD MTG/TECO EASE/FDOT							
10/27/21	99999	10/27/21	VOID	202110	000-000000-000000				C	.00	.00	
					VOID CHECK							
					*****INVALID VENDOR NUMBER*****						.00	001817
10/27/21	00069	10/07/21	1	202103	300-13100-10100			RPLC TOWER GATE BARRIER	*	1,745.64	1,745.64	
		10/07/21	1	202103	300-13100-10200			RPLC TOWER GATE BARRIER	*	1,611.36	1,611.36	
		10/07/21	1	202103	300-13100-10100			MONTHLY GATE REPAIR MAR21	*	918.84	918.84	
		10/07/21	1	202103	320-53800-57400			MONTHLY GATE REPAIR MAR21	*	848.16	848.16	
		10/07/21	1A	202104	300-13100-10100			MONTHLY GATE REPAIR APR21	*	895.96	895.96	
		10/07/21	1A	202104	320-53800-57400			MONTHLY GATE REPAIR APR21	*	827.04	827.04	
		10/07/21	1B	202105	300-13100-10100			MONTHLY GATE REPAIR MAY21	*	941.20	941.20	
		10/07/21	1B	202105	320-53800-57400			MONTHLY GATE REPAIR MAY21	*	868.80	868.80	
		10/07/21	1C	202106	300-13100-10100			MONTHLY GATE REPAIR JUN21	*	2,056.08	2,056.08	
		10/07/21	1C	202106	320-53800-57400			MONTHLY GATE REPAIR JUN21	*	1,897.92	1,897.92	
		10/07/21	1D	202107	300-13100-10100			MONTHLY GATE REPAIR JUL21	*	1,939.60	1,939.60	
		10/07/21	1D	202107	320-53800-57400			MONTHLY GATE REPAIR JUL21	*	1,790.40	1,790.40	
		10/07/21	1E	202108	300-13100-10100			MONTHLY GATE REPAIR AUG21	*	1,396.20	1,396.20	
		10/07/21	1E	202108	320-53800-57400			MONTHLY GATE REPAIR AUG21	*	1,288.80	1,288.80	
		10/07/21	1F	202109	300-13100-10100			MONTHLY GATE REPAIR SEP21	*	2,528.76	2,528.76	
		10/07/21	1F	202109	320-53800-57400			MONTHLY GATE REPAIR SEP21	*	2,334.24	2,334.24	
								REUNION WEST PROPERTY OWNERS INC			23,889.00	001818

TOTAL FOR BANK A 50,604.21  
 REUNION WEST TVISCARRA

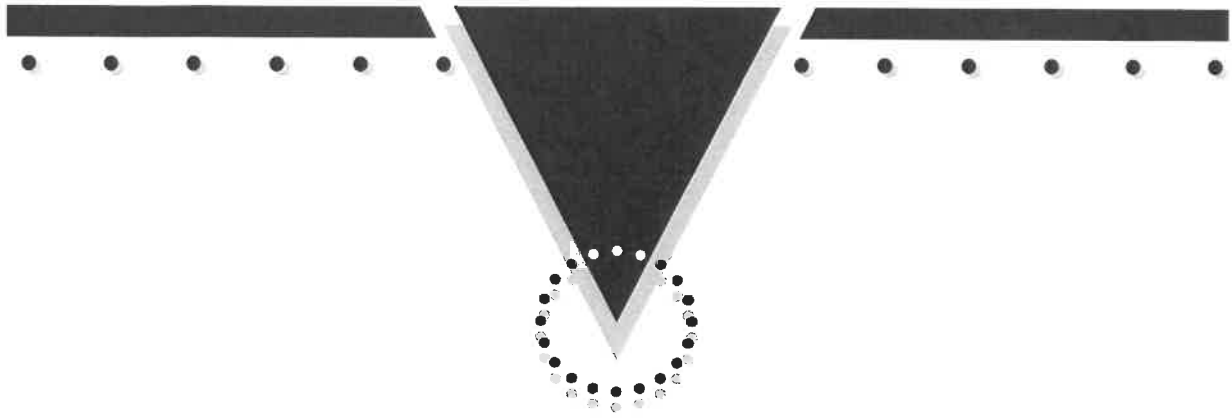
REUNION WEST-GENERAL FUND  
 BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO.... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
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TOTAL FOR REGISTER 50,604.21

REUW REUNION WEST TVISCARRA

## SECTION 3



**Reunion West**  
**Community Development District**

**Unaudited Financial Reporting**

**September 30, 2021**



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**Reunion West**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
**September 30, 2021**

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2021
<b><u>ASSETS:</u></b>					
CASH	\$752,441	\$25,620	---	---	\$778,061
CUSTODY ACCOUNT	\$2,872	---	---	---	\$2,872
STATE BOARD OF ADMINISTRATION	---	\$841,462	---	---	\$841,462
ASSESSMENT RECEIVABLES	\$9,581	---	\$23,236	---	\$32,816
DUE FROM REUNION EAST	\$31,688	---	---	---	\$31,688
DUE FROM R&M FUND	\$1,611	---	---	---	\$1,611
PREPAID EXPENSES	\$46,004	---	---	---	\$46,004
INVESTMENTS	---	---	---	---	---
SERIES 2004-1	---	---	---	---	---
Reserve	---	---	\$665,236	---	\$665,236
Revenue	---	---	\$686,082	---	\$686,082
General Redemption	---	---	\$394	---	\$394
SERIES 2015	---	---	---	---	---
Reserve	---	---	\$163,442	---	\$163,442
Revenue	---	---	\$170,959	---	\$170,959
Construction	---	---	---	\$5	\$5
SERIES 2016	---	---	---	---	---
Reserve	---	---	\$275,218	---	\$275,218
Revenue	---	---	\$421,339	---	\$421,339
Prepayment	---	---	\$23	---	\$23
Construction	---	---	---	\$67	\$67
SERIES 2017	---	---	---	---	---
Reserve	---	---	\$254,641	---	\$254,641
Revenue	---	---	\$380,223	---	\$380,223
Prepayment	---	---	\$2,480	---	\$2,480
SERIES 2019	---	---	---	---	---
Reserve	---	---	\$326,494	---	\$326,494
Revenue	---	---	\$172,886	---	\$172,886
Interest	---	---	\$0	---	\$0
Construction	---	---	---	\$89,301	\$89,301
<b>TOTAL ASSETS</b>	<b>\$844,197</b>	<b>\$867,082</b>	<b>\$3,542,655</b>	<b>\$89,373</b>	<b>\$5,343,307</b>
<b><u>LIABILITIES:</u></b>					
ACCOUNTS PAYABLE	\$27,608	---	---	---	\$27,608
DUE TO REUNION EAST	\$122,840	\$33,046	---	---	\$155,887
DUE TO DEVELOPER	\$2,883	---	---	---	\$2,883
<b><u>FUND EQUITY:</u></b>					
<b>FUND BALANCES:</b>					
ASSIGNED	---	\$834,036	---	---	\$834,036
UNASSIGNED	\$690,866	---	---	---	\$690,866
RESTRICTED FOR DEBT 2004-1	---	---	\$1,361,564	---	\$1,361,564
RESTRICTED FOR DEBT 2015	---	---	\$336,823	---	\$336,823
RESTRICTED FOR DEBT 2016	---	---	\$700,565	---	\$700,565
RESTRICTED FOR DEBT 2017	---	---	\$641,074	---	\$641,074
RESTRICTED FOR DEBT 2019	---	---	\$502,628	---	\$502,628
RESTRICTED FOR CAP. PROJ. 2015	---	---	---	\$5	\$5
RESTRICTED FOR CAP. PROJ. 2016	---	---	---	\$67	\$67
RESTRICTED FOR CAP. PROJ. 2017	---	---	---	\$0	\$0
RESTRICTED FOR CAP. PROJ. 2019	---	---	---	\$89,301	\$89,301
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$844,197</b>	<b>\$867,082</b>	<b>\$3,542,655</b>	<b>\$89,373</b>	<b>\$5,343,307</b>

**Reunion West**  
**COMMUNITY DEVELOPMENT DISTRICT**

**General Fund**  
**Statement of Revenues & Expenditures**  
For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$1,297,331	\$1,297,331	\$1,929,233	\$25,902
Interest	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$1,297,331</b>	<b>\$1,297,331</b>	<b>\$1,929,233</b>	<b>\$25,902</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
Supervisor Fees	\$12,000	\$12,000	\$9,400	\$2,600
FICA	\$918	\$918	\$719	\$199
Engineering	\$8,000	\$8,000	\$8,288	(\$288)
Attorney	\$20,000	\$20,000	\$25,204	(\$5,204)
Trustee Fee	\$21,000	\$21,000	\$16,163	\$4,837
Dissemination	\$10,000	\$10,000	\$10,000	\$0
Arbitrage	\$2,400	\$2,400	\$3,000	(\$600)
Collection Agent	\$7,500	\$7,500	\$7,500	\$0
Property Appraiser Fee	\$500	\$500	\$413	\$87
Annual Audit	\$7,300	\$7,300	\$7,300	\$0
Management Fees	\$44,274	\$44,274	\$44,274	\$0
Information Technology	\$2,200	\$2,200	\$2,200	\$0
Telephone	\$900	\$900	\$0	\$300
Postage	\$1,500	\$1,500	\$2,075	(\$575)
Printing & Binding	\$1,600	\$1,600	\$1,242	\$358
Insurance	\$9,700	\$9,700	\$9,248	\$452
Legal Advertising	\$1,500	\$1,500	\$4,379	(\$2,879)
Other Current Charges	\$350	\$350	\$45	\$305
Office Supplies	\$300	\$300	\$185	\$115
Travel Per Diem	\$600	\$600	\$0	\$600
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$152,117</b>	<b>\$152,117</b>	<b>\$151,818</b>	<b>\$299</b>
<b>MAINTENANCE-SHARED EXPENSES:</b>				
Field Management	\$34,158	\$34,158	\$34,158	\$0
Management Services Agreement	\$19,500	\$19,500	\$0	\$19,500
Facility Lease Agreement	\$19,615	\$19,615	\$19,614	\$1
Telephone	\$4,464	\$4,464	\$5,351	(\$887)
Electric	\$292,800	\$292,800	\$267,275	\$25,525
Water & Sewer	\$38,400	\$38,400	\$22,544	\$15,856
Gas	\$36,960	\$36,960	\$19,587	\$17,373
Pool and Fountain Maintenance	\$108,000	\$108,000	\$95,106	\$12,894
Environmental	\$4,800	\$4,800	\$3,737	\$1,063
Property Insurance	\$23,760	\$23,760	\$24,709	(\$949)
Irrigation Repairs	\$7,200	\$7,200	\$5,674	\$1,526
Landscape Contract	\$372,619	\$372,619	\$426,700	(\$54,081)
Landscape Contingency	\$24,000	\$24,000	\$3,604	\$20,396
Gate and Gatehouse Expenses	\$15,360	\$15,360	\$30,498	(\$15,138)
Roadways/Sidewalks	\$24,000	\$24,000	\$3,637	\$20,363
Lighting	\$4,800	\$4,800	\$10,552	(\$5,752)
Building Repairs & Maintenance	\$12,000	\$12,000	\$0	\$12,000
Pressure Washing	\$16,800	\$16,800	\$14,870	\$1,930
Maintenance (Inspections)	\$840	\$840	\$0	\$840
Repairs & Maintenance	\$9,600	\$9,600	\$958	\$8,642
Pest Control	\$348	\$348	\$0	\$348
Signage	\$12,000	\$12,000	\$6,679	\$5,321
Security	\$67,200	\$67,200	\$67,200	\$0
Parking Violation Tags	\$240	\$240	\$111	\$129
<b>SEVEN EAGLES:</b>				
Electric	\$0	\$0	\$6,720	(\$6,720)
Water & Sewer	\$0	\$0	\$4,868	(\$4,868)
Gas	\$0	\$0	\$599	(\$599)
Contract Cleaning	\$0	\$0	\$23,242	(\$23,242)
Landscape Contract	\$0	\$0	\$5,364	(\$5,364)
Landscape Contingency	\$0	\$0	\$3,000	(\$3,000)
Pool Maintenance	\$0	\$0	\$29,684	(\$29,684)
Lighting	\$0	\$0	\$623	(\$623)
Fitness Center Repairs & Maintenance	\$0	\$0	\$2,477	(\$2,477)
Repairs & Maintenance	\$0	\$0	\$2,337	(\$2,337)
Contingency	\$0	\$0	\$67	(\$67)
<b>MAINTENANCE-DIRECT EXPENSES:</b>				
Irrigation System Operations	\$20,000	\$20,000	\$0	\$20,000
Contingency	\$0	\$0	\$117	(\$117)
<b>TOTAL MAINTENANCE</b>	<b>\$1,169,464</b>	<b>\$1,169,464</b>	<b>\$1,141,666</b>	<b>\$27,798</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,321,581</b>	<b>\$1,321,581</b>	<b>\$1,293,484</b>	<b>\$28,097</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$24,250)</b>		<b>\$29,748</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$24,250</b>		<b>\$661,117</b>	
<b>FUND BALANCE - Ending</b>	<b>(\$0)</b>		<b>\$690,866</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Replacement & Maintenance Fund

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Interest	\$10,000	\$10,000	\$1,325	(\$8,675)
<b>TOTAL REVENUES</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$1,325</b>	<b>(\$8,675)</b>
<b>EXPENDITURES:</b>				
Contingency	\$0	\$0	\$68	(\$68)
Building Improvements	\$100,800	\$100,800	\$0	\$100,800
Fountain Improvements	\$12,000	\$12,000	\$0	\$12,000
Gate/Gatehouse Improvements	\$48,000	\$48,000	\$3,997	\$44,003
Landscape Improvements	\$96,000	\$96,000	\$29,728	\$66,272
Irrigation Improvements	\$0	\$0	\$10,364	(\$10,364)
Lighting Improvements	\$3,840	\$3,840	\$0	\$3,840
Monument Improvements	\$12,000	\$12,000	\$0	\$12,000
Pool Furniture	\$12,000	\$12,000	\$11,194	\$806
Pool Repair & Replacements	\$40,800	\$40,800	\$7,465	\$33,335
Roadways/Sidewalks Improvements	\$12,000	\$12,000	\$30,218	(\$18,218)
Signage	\$48,000	\$48,000	\$55,678	(\$7,678)
Capital Outlay	\$24,000	\$24,000	\$69,147	(\$45,147)
<b>SEVEN EAGLES:</b>				
Building Improvements	\$0	\$0	\$6,823	(\$6,823)
Gate/Gatehouse Improvements	\$0	\$0	\$3,051	(\$3,051)
Landscape Improvements	\$0	\$0	\$1,104	(\$1,104)
Pool Furniture	\$0	\$0	\$14,785	(\$14,785)
Pool Repair & Replacements	\$0	\$0	\$2,396	(\$2,396)
<b>TOTAL EXPENDITURES</b>	<b>\$409,440</b>	<b>\$409,440</b>	<b>\$246,019</b>	<b>\$163,421</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$399,440)</b>		<b>(\$244,694)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$1,057,826</b>		<b>\$1,078,730</b>	
<b>FUND BALANCE - Ending</b>	<b>\$658,386</b>		<b>\$834,036</b>	



# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Debt Service Fund

Series 2004-1

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$1,336,719	\$1,336,719	\$1,360,770	\$24,051
Interest	\$500	\$500	\$150	(\$350)
<b>TOTAL REVENUES</b>	<b>\$1,337,219</b>	<b>\$1,337,219</b>	<b>\$1,360,920</b>	<b>\$23,701</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$421,719	\$421,719	\$421,719	\$0
Principal Expense 05/01	\$505,000	\$505,000	\$505,000	\$0
Interest Expense 05/01	\$421,719	\$421,719	\$421,719	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,348,438</b>	<b>\$1,348,438</b>	<b>\$1,348,438</b>	<b>\$0</b>
Transfer In/(Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	(\$3,771)	(\$3,771)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$3,771)</b>	<b>(\$3,771)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$11,219)</b>		<b>\$8,711</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$674,384</b>		<b>\$1,352,853</b>	
<b>FUND BALANCE - Ending</b>	<b>\$663,166</b>		<b>\$1,361,564</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Debt Service Fund

Series 2015

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments Tax Collector	\$326,875	\$326,875	\$334,383	\$7,508
Interest	\$100	\$100	\$23	(\$77)
<b>TOTAL REVENUES</b>	<b>\$326,975</b>	<b>\$326,975</b>	<b>\$334,406</b>	<b>\$7,431</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$86,456	\$86,456	\$86,456	\$0
Principal Expense 05/01	\$155,000	\$155,000	\$155,000	\$0
Interest Expense 05/01	\$86,456	\$86,456	\$86,456	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$327,913</b>	<b>\$327,913</b>	<b>\$327,913</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$938)</b>		<b>\$6,493</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$162,946</b>		<b>\$330,330</b>	
<b>FUND BALANCE - Ending</b>	<b>\$162,009</b>		<b>\$336,823</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Debt Service Fund

Series 2016

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$549,750	\$549,750	\$550,381	\$631
Interest	\$200	\$200	\$40	(\$160)
<b>TOTAL REVENUES</b>	<b>\$549,950</b>	<b>\$549,950</b>	<b>\$550,421</b>	<b>\$471</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$191,325	\$191,325	\$191,325	\$0
Principal Expense 11/01	\$155,000	\$155,000	\$155,000	\$0
Interest Expense 05/01	\$188,516	\$188,516	\$188,516	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$534,841</b>	<b>\$534,841</b>	<b>\$534,841</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$15,109</b>		<b>\$15,581</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$413,718</b>		<b>\$684,985</b>	
<b>FUND BALANCE - Ending</b>	<b>\$428,827</b>		<b>\$700,565</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Debt Service Fund

Series 2017

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$509,279	\$509,279	\$515,074	\$5,795
Interest	\$200	\$200	\$37	(\$163)
Transfer In	\$0	\$0	\$610	\$610
<b>TOTAL REVENUES</b>	<b>\$509,479</b>	<b>\$509,479</b>	<b>\$515,721</b>	<b>\$6,242</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$179,050	\$179,050	\$178,925	\$125
Principal Expense 11/01	\$145,000	\$145,000	\$145,000	\$0
Interest Expense 05/01	\$176,513	\$176,513	\$176,388	\$125
<b>TOTAL EXPENDITURES</b>	<b>\$500,563</b>	<b>\$500,563</b>	<b>\$500,313</b>	<b>\$250</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$8,917</b>		<b>\$15,408</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$370,388</b>		<b>\$625,665</b>	
<b>FUND BALANCE - Ending</b>	<b>\$379,305</b>		<b>\$641,074</b>	

**Reunion West**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Debt Service Fund**  
Series 2019  
Statement of Revenues & Expenditures  
For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b>REVENUES:</b>				
Special Assessments - Tax Collector	\$435,313	\$435,313	\$448,574	\$13,261
Interest	\$200	\$200	\$33	(\$167)
<b>TOTAL REVENUES</b>	<b>\$435,513</b>	<b>\$435,513</b>	<b>\$448,606</b>	<b>\$13,093</b>
<b>EXPENDITURES:</b>				
Interest Expense 11/01	\$157,744	\$157,744	\$157,744	\$0
Principal Expense 05/01	\$120,000	\$120,000	\$120,000	\$0
Interest Expense 05/01	\$157,744	\$157,744	\$157,744	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$435,488</b>	<b>\$435,488</b>	<b>\$435,488</b>	<b>\$0</b>
Transfer In/(Out)	\$0	\$0	(\$10)	\$10
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$10)</b>	<b>\$10</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$26</b>		<b>\$13,109</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$165,113</b>		<b>\$489,520</b>	
<b>FUND BALANCE - Ending</b>	<b>\$165,139</b>		<b>\$502,628</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Capital Projects Fund

Series 2015

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$5</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$5</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Capital Projects Fund

Series 2016

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay - Construction	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$67</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$67</b>	

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Capital Projects Fund

Series 2017

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay - Construction	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Transfer In/(Out)	\$0	\$0	(\$610)	(\$610)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$610)</b>	<b>(\$610)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$610)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$610</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$0</b>	



# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Capital Projects Fund

Series 2019

### Statement of Revenues & Expenditures

For The Period Ending September 30, 2021

	ADOPTED BUDGET	PRORATED THRU 9/30/21	ACTUAL THRU 9/30/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest	\$0	\$0	\$5	\$5
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>	<b>\$5</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay - Construction	\$0	\$0	\$3,500	(\$3,500)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500</b>	<b>(\$3,500)</b>
Transfer In/(Out)	\$0	\$0	\$10	\$10
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10</b>	<b>\$10</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$3,484)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$92,785</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$89,301</b>	

**Reunion West CDD**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
<b>Revenues</b>													
Special Assessments - Tax Collector	\$0	\$154,128	\$685,919	\$73,275	\$62,579	\$35,847	\$171,002	\$35,368	\$95,534	\$0	\$0	\$9,581	\$1,323,233
Interest Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$154,128</b>	<b>\$685,919</b>	<b>\$73,275</b>	<b>\$62,579</b>	<b>\$35,847</b>	<b>\$171,002</b>	<b>\$35,368</b>	<b>\$95,534</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,581</b>	<b>\$1,323,233</b>
<b>Expenses</b>													
Supervisor Fees	\$800	\$200	\$800	\$1,000	\$800	\$800	\$800	\$1,200	\$800	\$800	\$800	\$600	\$9,400
FICA	\$61	\$15	\$61	\$77	\$61	\$61	\$61	\$92	\$61	\$61	\$61	\$46	\$719
Engineering	\$647	\$0	\$375	\$1,433	\$675	\$0	\$805	\$1,146	\$1,171	\$300	\$750	\$995	\$8,298
Attorney	\$2,634	\$1,619	\$1,946	\$2,986	\$3,183	\$2,149	\$3,108	\$883	\$2,775	\$1,450	\$1,234	\$1,235	\$25,204
Trustee Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,364	\$8,081	\$0	\$3,717	\$0	\$16,163
Dissemination	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$10,000
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$3,000
Collection Agent	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$413
Annual Audit	\$0	\$7,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,300
Management Fees	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$44,274
Information Technology	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$2,200
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$179	\$61	\$5	\$11	\$17	\$68	\$15	\$12	\$6	\$1,680	\$16	\$7	\$2,075
Printing & Binding	\$74	\$25	\$153	\$80	\$56	\$48	\$103	\$45	\$111	\$402	\$4	\$141	\$1,242
Insurance	\$9,248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,248
Legal Advertising	\$635	\$0	\$453	\$0	\$0	\$464	\$0	\$0	\$0	\$2,560	\$0	\$268	\$4,379
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45	\$45
Office Supplies	\$15	\$15	\$15	\$15	\$16	\$15	\$15	\$15	\$15	\$16	\$15	\$15	\$185
Travel Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$26,675</b>	<b>\$13,943</b>	<b>\$9,514</b>	<b>\$10,308</b>	<b>\$9,927</b>	<b>\$9,311</b>	<b>\$9,614</b>	<b>\$12,464</b>	<b>\$17,727</b>	<b>\$11,975</b>	<b>\$14,305</b>	<b>\$8,056</b>	<b>\$151,818</b>

Reunion West CDD  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Maintenance-Shared Expenses:</b>													
Field Management	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$2,847	\$34,158
Management Services Agreement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Lease Agreement	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$1,635	\$19,614
Telephone	\$907	\$308	\$199	\$449	\$343	\$320	\$457	\$618	\$480	\$474	\$632	\$563	\$5,351
Electric	\$23,897	\$21,595	\$21,487	\$21,672	\$21,565	\$21,073	\$22,083	\$23,117	\$24,338	\$22,379	\$22,208	\$21,859	\$267,275
Water & Sewer	\$1,362	\$1,539	\$1,577	\$1,563	\$1,781	\$2,074	\$2,124	\$2,112	\$2,000	\$2,526	\$2,156	\$1,729	\$22,544
Gas	\$226	\$612	\$1,243	\$2,414	\$3,463	\$3,603	\$2,014	\$2,146	\$1,412	\$1,067	\$748	\$638	\$19,587
Pool and Fountain Maintenance	\$8,409	\$6,876	\$9,088	\$7,291	\$7,289	\$8,528	\$7,281	\$8,946	\$6,766	\$8,633	\$7,588	\$8,413	\$95,106
Environmental	\$125	\$672	\$125	\$125	\$672	\$125	\$672	\$125	\$125	\$125	\$125	\$718	\$3,737
Property Insurance	\$24,709	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,709
Irrigation Repairs	\$1,298	\$0	\$0	\$561	\$743	\$551	\$753	\$578	\$367	\$184	\$99	\$540	\$5,674
Landscape Contract	\$28,861	\$54,589	\$29,431	\$31,341	\$31,341	\$36,695	\$35,230	\$31,341	\$43,515	\$31,341	\$31,341	\$41,676	\$426,700
Landscape Contingency	\$0	\$576	\$0	\$0	\$0	\$0	\$384	\$0	\$0	\$0	\$0	\$2,644	\$3,604
Gate and Gatehouse Expenses	\$1,303	\$1,536	\$1,166	\$513	\$889	\$3,907	\$3,532	\$3,578	\$2,878	\$4,201	\$3,511	\$3,485	\$30,498
Roadways/Sidewalks	\$0	\$0	\$0	\$0	\$598	\$0	\$29	\$456	\$482	\$0	\$714	\$1,358	\$3,637
Lighting	\$3,101	\$0	\$0	\$0	\$0	\$0	\$4,681	\$2,330	\$440	\$0	\$0	\$0	\$10,552
MSA Building Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pressure Washing	\$4,476	\$3,612	\$3,744	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$288	\$0	\$14,870
Maintenance (Inspections)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$0	\$74	\$0	\$202	\$238	\$0	\$0	\$96	\$41	\$256	\$0	\$0	\$958
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$1,188	\$0	\$57	\$1,225	\$0	\$1,434	\$617	\$394	\$634	\$0	\$265	\$865	\$6,679
Security	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$67,200
Parking Violation Tags	\$0	\$0	\$43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43	\$24	\$111
<b>Seven Eagles:</b>													
Electric	\$0	\$0	\$433	\$0	\$898	\$881	\$0	\$365	\$1,005	\$976	\$1,023	\$1,140	\$6,720
Water & Sewer	\$0	\$0	\$0	\$0	\$314	\$489	\$0	\$0	\$0	\$1,758	\$1,373	\$934	\$4,868
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$599	\$0	\$0	\$0	\$599
Contract Cleaning	\$0	\$0	\$1,825	\$2,270	\$2,093	\$2,313	\$2,313	\$2,512	\$2,446	\$2,512	\$2,512	\$2,446	\$23,242
Landscape Contract	\$0	\$0	\$482	\$482	\$482	\$482	\$482	\$482	\$1,023	\$482	\$482	\$482	\$5,364
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Pool Maintenance	\$0	\$84	\$3,829	\$1,913	\$2,719	\$4,183	\$3,395	\$1,740	\$3,281	\$2,680	\$2,104	\$3,756	\$29,684
Lighting	\$0	\$253	\$370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$623
Fitness Center Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$120	\$0	\$338	\$633	\$120	\$1,147	\$120	\$2,477
Repairs & Maintenance	\$0	\$0	\$1,375	\$0	\$254	\$0	\$0	\$0	\$708	\$0	\$0	\$0	\$2,337
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67	\$0	\$0	\$0	\$67
Maintenance - Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation System Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$99	\$0	\$9	\$10	\$0	\$0	\$0	\$0	\$117
<b>Total Maintenance</b>	<b>\$109,343</b>	<b>\$102,409</b>	<b>\$86,806</b>	<b>\$84,603</b>	<b>\$88,864</b>	<b>\$96,862</b>	<b>\$96,187</b>	<b>\$91,366</b>	<b>\$103,321</b>	<b>\$89,795</b>	<b>\$88,640</b>	<b>\$103,471</b>	<b>\$1,141,666</b>
<b>Total Expenses</b>	<b>\$136,018</b>	<b>\$116,352</b>	<b>\$95,320</b>	<b>\$94,911</b>	<b>\$98,791</b>	<b>\$105,173</b>	<b>\$105,801</b>	<b>\$103,830</b>	<b>\$121,048</b>	<b>\$101,770</b>	<b>\$102,945</b>	<b>\$111,527</b>	<b>\$1,293,484</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$136,018)</b>	<b>\$37,776</b>	<b>\$590,598</b>	<b>(\$21,636)</b>	<b>(\$36,211)</b>	<b>(\$69,325)</b>	<b>\$65,202</b>	<b>(\$68,462)</b>	<b>(\$25,514)</b>	<b>(\$101,770)</b>	<b>(\$102,945)</b>	<b>(\$101,947)</b>	<b>\$29,748</b>

**Reunion West  
COMMUNITY DEVELOPMENT DISTRICT  
LONG TERM DEBT REPORT**

<b>SERIES 2004-1, SPECIAL ASSESSMENT BONDS</b>	
INTEREST RATES:	6.250%
MATURITY DATE:	5/1/2036
RESERVE FUND REQUIREMENT	\$665,236
RESERVE FUND BALANCE	\$665,236
BONDS OUTSTANDING - 09/30/20	\$13,495,000
LESS: PRINCIPAL PAYMENT 05/01/21	(\$505,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$12,990,000</b>

<b>SERIES 2015, SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT BONDS ASSESSMENT AREA TWO - PHASE ONE</b>	
INTEREST RATES:	3.500%, 4.250%, 5.000%
MATURITY DATE:	5/1/2036
RESERVE FUND REQUIREMENT	\$163,438
RESERVE FUND BALANCE	\$163,442
BONDS OUTSTANDING - 9/30/20	\$3,585,000
LESS: PRINCIPAL PAYMENT 05/01/21	(\$155,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$3,430,000</b>

<b>SERIES 2016, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA THREE PROJECT</b>	
INTEREST RATES:	3.625%, 4.375%, 5.000%
MATURITY DATE:	11/1/2046
RESERVE FUND REQUIREMENT	\$274,875
RESERVE FUND BALANCE	\$275,218
BONDS OUTSTANDING - 9/30/20	\$7,880,000
LESS: PRINCIPAL PAYMENT 11/1/20	(\$155,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$7,725,000</b>

<b>SERIES 2017, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA FOUR PROJECT</b>	
INTEREST RATES:	3.500%, 4.250%, 4.750%, 5.000%
MATURITY DATE:	11/1/2047
RESERVE FUND REQUIREMENT	\$254,625
RESERVE FUND BALANCE	\$254,641
BONDS OUTSTANDING - 9/30/20	\$7,575,000
LESS: PRINCIPAL PAYMENT 11/1/20	(\$145,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$7,430,000</b>

<b>SERIES 2019, SPECIAL ASSESSMENT BONDS ASSESSMENT AREA FIVE PROJECT</b>	
INTEREST RATES:	3.750%, 4.000%, 4.500%, 4.625%
MATURITY DATE:	5/1/2050
RESERVE FUND REQUIREMENT	\$326,484
RESERVE FUND BALANCE	\$326,494
BONDS OUTSTANDING - 9/30/20	\$7,095,000
LESS: PRINCIPAL PAYMENT 05/01/21	(\$120,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$6,975,000</b>

## TAX COLLECTOR

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