

**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, **November 11, 2021** at 2:30 p.m. at Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.

Present and constituting a quorum:

Mark Greenstein
David Burman
Sharon Harley
Graham Staley
Michael Mancke

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
Steve Boyd *by phone*
Alan Scheerer
Mike Wilding
Jon Kessler
Steve Sanford

District Manager
District Counsel
Boyd Civil Engineering
Field Operations Manager
Yellowstone
FMS
Greenberg Traurig

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 2:35 p.m. and called the roll. Five Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams: I see a couple members of the public and no one is indicating an interest in speaking, so we will move on to approval of the October 14th, 2021 meeting minutes.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 14, 2021 Meeting

Ms. Adams: These meeting minutes have been reviewed by staff and we have also received some meeting minute corrections from Supervisor Staley that will be incorporated into the final meeting minutes.

Ms. Trucco: They were non-substantive corrections, yes?

Ms. Adams: Yes. Any additional comments or corrections? Hearing none,

On MOTION by Mr. Greenstein, seconded by Mr. Burman, with all in favor, the Minutes of the October 14, 2021 Meeting, were approved as amended to include Supervisor corrections.

FOURTH ORDER OF BUSINESS

Consideration of Agreement for Underwriter Services & Rule G-17 Disclosure with FMS Bonds

Ms. Adams: The next item, as Board members are aware, earlier this year you had been discussing refinancing some of the existing bonds in order to take advantage of the historically low interest rates. I believe that with the series that we're looking at, there is a no call provision that expires May 1st. So we are able to kick off consideration for bond refunding, and the first item related to that is the agreement for underwriter services. As you know, public financing is regulated. In order for our underwriter to provide information to the District, this agreement would need to be approved. I believe John Kessler is on the line. John, are you on this afternoon?

Jon Kessler: I am on.

Mr. Greenstein: How are you, John? This is Mark Greenstein.

Jon Kessler: Hey, Mark. How are you?

Mr. Greenstein: Great.

Ms. Adams: Alright Jon, we are under consideration of agreement for underwriter services. The Board members are familiar with this document from earlier bond work and how that relates to public financing. Would you like to present the document and any remarks that you have?

Jon Kessler: This is the standard letter.

Ms. Adams: There is no obligation with this letter, but this does allow the underwriter to investigate numbers and provide further information to the District.

On MOTION by Mr. Greenstein, seconded by Mr. Burman, with all in favor, the Agreement for Underwriter Services & Rule G-17 Disclosure with FMS Bonds, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Engagement Letter with
Greenberg Traurig**

Ms. Adams: The next item related to financing matters is included in the agenda packet under section 5, consideration of engagement letter with Greenberg Traurig. Steve Sanford, I believe is on the line. He is Bond Counsel for Reunion East and Reunion West. Steve, are you on the line?

Mr. Sanford: I am, Tricia.

Ms. Adams: Would you want to present the engagement letter and any comments you have for the Board?

Mr. Sanford: Sure. Just so the Board knows, this is from Greenberg Traurig. They have been and continue to serve as bond counsel. This proposal is based on a successful close of the bond issue, though if for whatever reason we didn't close on the bond, then I wouldn't be entitled to any fee. What I do as Bond Counsel is I draft all of the documents, review the offering materials, and at the end of the day deliver an opinion to the investors that the bonds are valid, and the interest matches them. I would be glad to answer any other questions.

Ms. Adams: Do Board members have any questions regarding the engagement letter?

Mr. Burman: Just one quick thing and it may be okay, but if we go to the second page, the third sentence down, it says, "Our proposed bond counsel fee would be payable in the amount described below on or before the closing calendar of year 2019." Is that the correct year or that should be later than that?

Mr. Sanford: That's a typo. That should be 2021.

Ms. Adams: Or 2022. We can make that correction.

Mr. Sanford: I'll fix that too.

Mr. Burman: One more. This also may be something you are not aware of, but on the first page, second paragraph, end of the second paragraph, it says, "Tax opinion subject to additional tax diligence in light of the Villages TAM." I've never heard of that. What's the villages TAM? I'm not sure.

Mr. Sanford: That was when the Villages was continually changing the Board, so the developer could keep control of the District, and as a result of that, the IRS made different

attempts to control that including what is and what isn't a definition of a political subdivision. This is completely a resident controlled Board, right?

Mr. Greenstein: Yes. The east side is but not the west.

Ms. Adams: You could say that, there are three residents.

Mr. Staley: No, there's not. He doesn't live on the west side.

Mr. Sanford: Yeah. If the IRS came out before we issued the bond and then required us to do different things that we don't typically do, then there would be an investment, but I wouldn't impose that on the Board without the Board's knowledge though. I wouldn't worry about that line.

Mr. Burman: Yeah, I thought it was some sort of outside ruling or something. I wasn't sure if it related directly to us.

**Supervisor Harley joined the meeting at this time*

Ms. Adams: For the record, I just want to note that Supervisor Sharon Harley has joined the meeting and all future actions will include her participation. Sharon, we're just considering the engagement letter with Greenberg Traurig. That's Steve Sanford on the phone and he serves as Bond Counsel. Any further questions regarding the engagement letter? Otherwise, we will need a motion to approve with the update that it will be a close of calendar year 2022.

On MOTION by Mr. Burman, seconded by Mr. Greenstein, with all in favor, the Engagement Letter with Greenberg Traurig for the Calendar Year 2022, was approved, as amended.
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Mr. Staley: If I could ask a question at this point?

Ms. Adams: Yes.

Mr. Staley: Could the FMS fees and the bond counsel fees, can those fees be rolled into the debt offering or do they have to be funded out of other cash flows?

Ms. Adams: Typically the cost of issuance is wrapped up into the bond refunding.

Mr. Staley: As I was reading here in the documents, it suggested that perhaps they couldn't, but that's good to know. Which means that we get the benefits from the low interest rate straight away flowing through to the operating expense.

Ms. Adams: Yes.

Mr. Staley: Okay. Thank you.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2022-01
Bond Delegation Resolution**

Ms. Adams: The next item that's included in your agenda packet is the Bond Delegation Resolution. This is Resolution 2022-01. This sets up the ability for staff and the Chairman to move forward with certain documents and also sets up certain parameters. Steve, would you like to present this delegation resolution?

Mr. Sanford: Sure. Well first of all, let me just say that we don't need to validate these bonds. Just so the Board knows what validation is, you have to go before the circuit court and have the court bless the issuance of the bond and the purpose of the bond. But under Florida law, if it's a refunding, which is what this is, we do not have to validate. The validations that were done in 2004 cover these bonds as well. So this resolution authorizes bonds. Refunding bonds could be issued in a principal amount not exceeding the outstanding principal amount of your 2004-1 bond. I don't know if the Board remembers but these bonds were issued in 2004 as one series of bonds. Then we tried to issue bonds in 2012, 2004-1, 2004-2 and 2004-3. I believe that 2004-3 bonds are no longer outstanding. So the only bond that we're talking about in this resolution is the 2004-1 and that's the bonds that we're going to refund. We're asking the Board to approve, in connection with this resolution, certain documents which are necessary to issue the bond. The first is the bond purchase contract, and that's between the District and FMS as your underwriter and that will spell out the conditions to close and what has to be delivered. That would get signed probably 10 days before we actually fund. The next document is the trust indenture and that's the document between the District and US Bank serving as your trustee and that will set forth all of the terms of the bonds, the interest rate, the redemption provisions, the sources and uses. This document would govern completely the series of bond we are contemplating. Exhibit C is the Preliminary Limited Offering Memorandum. That's the instrument that's used by the underwriter to market the bonds. Once the bonds are marketed, this document would be turned into a final prospective, a final Limited Offering Memorandum and would set forward the final terms of the bond and that would be delivered to the investors. Exhibit D is the Continuing Disclosure Agreement. That's an agreement that's between the District and District Manager as your dissemination agent, and this is required under SEC rules. It's intended to provide annual information about the bond and the development, and also to disclose certain enumerated material events. It's a standard document that we have to debrief the Community Development Districts with. The last exhibit states that we can issue the bond within 90 days of the May 1, 2022 redemption date for the old bonds.

Because we can do that, we can't actually call the bonds until May 1, 2022. So we deposit the bond proceeds with US Bank serving as your escrow agent. Under certain tax rules, that money gets invested in US government obligations. So on day one, those bonds have fees, even though they're still outstanding but they are now secured by US government obligations. That is basically what the extra deposit agreement is all about. It's to acknowledge the deposit of money, the investment of those moneys, and then the actual optional events about the 2004-1 bond on May 1, 2022, the earliest date in which we can call those bonds. We call this resolution also a parameter resolution, because we set forth certain parameters that if when it comes time to sell the bonds, we're within the parameters set by the whole Board and the Chair or the Vice Chair is authorized to sign that bond purchase contract without the need for calling a special meeting. I'll quickly go through what those parameters are in your resolution. We can't issue any more bonds than the principal amount that's outstanding. I don't quite know what the outstanding amount of bonds are but it would not exceed that amount. We are not extending the maturity of the bonds, so the original bonds mature on May 1, 2036. The maturity of these bonds will be the same. The annual debt service savings can't be less than 15%, which is pretty remarkable. I do a lot of municipal financing and refunding and the typical standard is 5-7%. So this is a nice saving threshold that the Board has agreed to.

Mr. Kessler: This is John. Let me just jump in there. Based on where rates are today, obviously we can't get these bonds sold really until January, but based on today's rates if things hold it would be more like 20%, but obviously we don't know where we will be in January, so we put it in a little cushion and obviously will coordinate with the Chair and the Board on where the savings are before we go issue bonds.

Mr. Sanford: I think as John said with the savings level, that is a cushion that I don't think he expects the bonds to have that net interest cost, I think it's going to be lower than that, but again we have a cushion. So the bottom line is that if the Board agrees to these parameters, we don't have to meet again to sign the bond purchase contract. If for any reason the market conditions get horrible and we have to go back, because we can't meet these parameters then we would have to go back. But the thought is that if within these parameters, we're good to go. Unless somebody has any questions about this resolution, I would recommend we move to adopt 2022-01.

Mr. Greenstein: Thank you, Steven.

Mr. Staley: Hi, this is Graham Staley. I have a couple questions if I could. On page 2 of this resolution, and it goes back to what I asked a few minutes ago about lowering the expenses

of the issue into the principal. In Section 1, and I think Steve also mentioned this, the amount of the bond issue can't be greater than the amount of the bonds we'll be funding. So how can we lower the expenses in as well?

Mr. Sanford: Well, because there are certain monies that are on hand under the old bonds, which I think is a reserve account and then maybe monies in the revenue bond. So between the bond proceeds and those existing monies, if that statement is true and makes the principal outstanding and you will pay the cost of issuance between the combination of the bond proceeds and you have the excess monies that are sitting around from that old bond.

Mr. Staley: The second question I had was the concept of the escrow account means that even though we can't refund the old bonds until May, we can actually do the transaction, issue the new bonds, lock into the interest rate, obviously because things are going to change between now and May and that is without a doubt, and obviously that money will sit on deposit in government securities. Do we get the savings from January onwards?

Mr. Greenstein: Steven, I think you need to clarify the period of time we're talking about. Isn't it from May 1 forward until it could actually be closed?

Ms. Adams: No. I think it's the period between February and May.

Mr. Sanford: Under federal tax law, it's 90 days. You can refund bonds under federal tax law, 90 days within the call date. So as John mentioned, we'll probably try to sell the bond and close sometime in early February, that puts us in the 90-day window.

Mr. Greenstein: Got it.

Mr. Sanford: Debt service is paid semi-annually on May 1 and November 1. To answer the question, the savings is locked in as soon as you close on the bond no matter what happens to interest rates, but you're not going to see that until your first tax bill.

Mr. Kessler: The downside of closing early is that you're going to have two sets of bonds outstanding. There is a negative arbitrage cost which we can calculate. It's not that significant for three months, but to answer your specific question, the savings to the District does not start until May 1 of '22, it's when this actual savings to the District would start, and then, as Steve said, you're not going to see it on your tax bill until the November 1 of '22 tax bill. That's when you're expecting to see a lower assessment.

Mr. Staley: Because the money we're depositing from the new bonds is in government securities and that's not going to be sufficient. Will that be higher or lower than the price at which we're issuing the bonds? I would've thought it would be lower.

Mr. Greenstein: It has got to be lower.

Mr. Kessler: Three months, these government securities earn zero and the current bond outstanding are six percent. It's a drag. You're losing money by diffusing the bonds, but you're also getting the money, you're also getting the savings, you're locking in the savings. There's that trade-off. We could wait until after May 1 or just about May 1 to actually issue the bonds, or sell them, but you're also taking on interest rate risk. Once we get to January, we can see what the market looks like and we can talk to the Chair. I can also come back to the Board. We're going to have to probably have another Board meeting and you can decide which you want to do. But by closing three months early, there is a cost associated with doing that. That's the answer.

Mr. Sanford: This is Steve. Nobody has a crystal ball of where the market rates are going to be in February versus May or June, but not having that crystal ball, it looks like rates are going up, they're not going down.

Mr. Staley: That's the point. I'm going to agree, we need to lock in early. Just again, I'm trying to think forward about how we deal with that extra cost that we have to incur as a CDD, but we can talk about that between now and January.

Mr. Kessler: The cost is embedded in the savings that we're talking about. When we show you that, the savings is net. So it's after the cost of that extra cost.

Mr. Staley: But not enough to offset the benefit from the new bond rate. Got it.

Mr. Kessler: With rough math, I'm guessing it's around \$40,000 a month to diffuse the bonds, would be my guess, based on the bonds outstanding. You sit on them for three months, it's \$120,000. But again, if we did it today with that cost, we just ran the numbers before the meeting. We're at 21% savings. It's just that balancing act. Do you wait or do you pull the trigger? We have until January, so I think what we do is look and see what's going to happen in January, and then we can evaluate when we want to close.

Mr. Greenstein: Exactly.

Mr. Sanford: Whatever action the Board takes today, we're not locked in on a certain day we're going to issue the bonds. It's possible that if we did wait to one month before May 1, it'd still be dragged but it would be less dragged and probably wouldn't even need an escrow agreement. We just call the bonds. All of that can be decided before we pull the trigger.

Mr. Greenstein: We're doing the right thing now by a proper prior planning approach. We've been on this for I think a month.

Mr. Kessler: Exactly. I think it's a very smart move. Get it all approved and then we can make definite decisions as we get closer to when we can actually pull the trigger.

On MOTION by Mr. Burman, seconded by Mr. Greenstein, with all in favor, Resolution 2022-01 Bond Delegation Resolution, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Addendum to the Aquatic Management Agreement with Applied Aquatic Management, Inc.

Ms. Adams: The next item on the agenda is an addendum to the Aquatic Management Agreement with Applied Aquatic. This is for the Encore section over at Reunion West. Alan, do you have any comments for the Board members regarding this 12-month agreement for one pond?

Mr. Scheerer: We have one wet pond. It's in Encore Reunion West that the HOA was maintaining. Obviously, they no longer maintain that. We're just trying to get that on our Aquatic Management Program.

Ms. Adams: The cost will be \$195 a month or for the year, \$2,340.

Mr. Scheerer: There is funding that is budgeted for this particular pond.

Mr. Greenstein: Money well spent for a job that no one on this Board would want to perform themselves.

Ms. Adams: Or is permitted to spray the chemicals.

Ms. Trucco: Just so you know, our insurance indemnification, all of those provisions are still part of the agreement. This is just an addendum, so it's just a shorter amendment to our agreement.

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

EIGHTH ORDER OF BUSINESS

Consideration of Agreement with Playtopia, Inc.

Ms. Adams: Steve Boyd?

Mr. Boyd: I'm here. Sorry, I was muted.

Ms. Adams: I just was going to reference your work that you had done on the proposals for Playtopia at last month's meeting. Steve presented some proposals to the Board for playground

equipment and fitness equipment that were approved earlier. The Board had made clear that you wanted to include a shade structure. What you have included in your agenda packet is an agreement with Playtopia. This has been prepared by District counsel after the Board approved the proposal at last month's meeting, or two proposals actually at last month's meeting. Supervisor Staley did send a note regarding the Exhibit A that is attached to the agreement, which is the first proposal with the playground equipment and the fitness center equipment. It notes under fitness, "Quantity 1" and then eight item outdoor fitness center, but there's actually only seven items listed. The item that's not identified there is this single station horizontal ladder, but the rep has confirmed that that is included in the eight and we'll write that in the agreement that the Chairman signs. Just wanted to make you aware of that additional note that would be on the proposal. The agreement was prepared by District counsel. Do you have any comments?

Ms. Trucco: No, this is a simple agreement you all have seen before. There's the insurance requirement, the indemnification requirement as well included in the agreement. You have to follow the verified statutes. There's provision requiring them to abide by that new law in Florida. There's also a termination provision. You can terminate the agreement without cause by providing this to the contractor. If you have any questions, I can take them now. Otherwise, just looking for a motion to approve.

Mr. Staley: Do we know if they're going to use their own employees to install or will they contract someone locally?

Ms. Adams: I don't know, but they are responsible for installation per the terms of the agreement. It's a Purchase Installation Agreement, which is why we have such a robust agreement in place.

Mr. Scheerer: That's in Chapter 7. It's talking about that.

Ms. Trucco: Any agents or subcontractors of the contractor would be required to abide by all these provisions and they're bound to them by the agreement.

Ms. Adams: The sales rep has been very responsive. Hopefully, that will carry through. We've also discussed the field layout and Playtopia is going to afford the District a lot of flexibility in terms of laying out the playground in a way that will satisfy ADA requirements and access to sidewalks. Alan will be interfacing with Playtopia regarding that matter. The Board has already approved the proposals. This is just the form of the agreement, and then for clarification, the proposal for the shade structure which the Board identified was something that you wanted is also included in this agreement.

On MOTION by Ms. Staley, seconded by Ms. Harley, with all in favor, the Agreement with Playtopia, Inc., was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Adams: Under staff reports we do have Attorney and Kristen is here this afternoon.

Ms. Trucco: So good news, I don't have any legal updates for this Board for today. However, I will note that after last month's presentation by Kimley-Horn regarding the Sinclair Road extension that Jan Carpenter at our office has been reaching out to some attorneys that specialize in eminent domain, just so that we may recommend at some point in the future and bring back some proposals for you all to consider. Depending on the direction that the county takes, if the CDD property is impacted, we want to make sure that we're protected to the greatest extent. So there are lawyers that specialize in eminent domain and we may seek out their recommendations to make sure that we're protected.

Mr. Burman: We're not 100% sure that's even going to happen here. We don't know what the alignment is yet.

Ms. Adams: There's two proposed alignments that they're rolling out to the public right now. The Chairman of the Board has requested that we gather from Kimley-Horn a more accurate depiction of the proposed alignments, something that would perhaps align with Google Earth or another.

Mr. Greenstein: Mapping service.

Ms. Adams: Yeah. Another mapping service that's readily identifiable. So we'll work on that.

Mr. Staley: One of them is going back 15 years. It's the original one that was on the original maps or whatever you want to call it. The other one is the one that takes off further to the west building as it comes after number 8 on the golf course. That is interesting because that would lead, if they went for the original route from 15 years ago, that would leave some land on the far side of the road. Maybe the CDD and Kingwood have a conflict here? Maybe that we're on the same page. We'll have to wait and see over the coming weeks and months.

Mr. Greenstein: So you're talking about the property at the very end like Desert Mountain?

Mr. Staley: No. I'm talking as you come into Eagle Estates, go down.

Mr. Greenstein: Oh, Coyote Creek.

Mr. Staley: I think Kingwood own some land, quality piece of land I think, in that area and the road would go close to their way, and the Kingwood property is in the middle. If the road was closer to the union, that Kingwood property would be the other side of Sinclair.

Mr. Greenstein: These are the reasons why we definitively need to know what the proposed alignments are, of course, they also indicated that those two alignments are not the only alignments that are possible. But those are the only two that they're working with right now. Hopefully, they give us something more definitive.

Ms. Adams: Then they can accept comments back from the Board.

Mr. Staley: There's not much difference. They basically have nowhere else to go on that particular route.

Mr. Greenstein: Right. But once it gets to a certain point.

Ms. Trucco: Any impacted property owners will be put on notice. So we'll have an opportunity at that point to hire outside counsel if necessary. Just to let you all know that it's on our radar and we're trying to follow it and be ahead of that. That's all I have. Thanks so much.

Ms. Adams: Any quick questions for Kristen?

Mr. Greenstein: No.

B. Engineer

Ms. Adams: All right. Steve Boyd is on the line for the Engineers' report.

Mr. Boyd: I don't have anything new to report. Obviously, we'll be involved in the review related to the extension of Sinclair Road. I will add that if they stick with the original alignment or even the second alternative that they propose, there should not be any District land that's taken because it was based on land satisfied by the original developer for the extension of that road. How much they decide to widen the road, if wider than it was originally planned to be or deviated from one of those two alignments that they presented last month, there shouldn't be any impact to CDD property.

Ms. Adams: Any questions for Steve?

Mr. Greenstein: Thanks, Steve.

C. District Manager's Report

i. Action Items List

Ms. Adams: Under District managers' report, we do have the action items list and Reunion West items are included under Tab Number 1. The first couple of pages addressed Reunion East,

which I'm happy to go through should Board members like and then Reunion West starts the third page down. We've already had an update regarding the parcel development on Grand Traverse Parkway in Valhalla Terrace. Once we get an ETA on equipment fabrication and installation, Alan is going to be working on the sidewalks, concrete work. We have landscape design and installation and fencing that all need to be considered. The Encore transition, I just noted the issue regarding pond maintenance that the Board has already addressed. You've already addressed refunding your series 2004-1.

Mr. Staley: Just on that point, I know we haven't got the advisers on the line, it's a difficult thing to ask, but the 1.5% commission fee on the \$55,000 that's in line with previous transactions?

Ms. Adams: Yes, that's a good question. I'm working on a refunding with another District and the cost of issuance was right around, I'm going to say \$180,000. Now, with a straight refunding, there may be some savings and some aspects that don't need to be covered with a straight refunding. That particular District that I'm referring to was doing a more complicated refunding and generating new project funds at the same time. But this is a straight refunding and I would expect to see at least \$150,000 related to cost of issuance.

Ms. Trucco: So FMS also has to hire their own counsel, the underwriters' counsel, and they pay that firm as well. The number of documents that they're drafting is the same and same goes for Steve Sanford as well and bond counsel. They're still preparing the trust indenture, a supplemental trust indenture and then John is doing the same amount of work to find investors to purchase those bonds. His counsel is doing the same amount of work drafting a preliminary limited offering memorandum, drafting a formal offering memorandum, so the amount of work.

Ms. Adams: There's also some fees that go to District counsel representing the District. Also with GMS, there's preparation of a new supplemental assessment methodology that will take the new numbers regarding the amount that each property in the assessment area will be responsible for as a lump sum as well as the annual payments. So all of those reports are prepared in accordance with those requirements.

Mr. Staley: There's nothing at this state that we think will affect homeowners?

Ms. Trucco: No.

Ms. Adams: The only thing that will affect homeowners is that those who are subject to this assessment area will have a lower debt service fee on their 2022 tax bill.

Mr. Staley: That's what I was trying to work out in my head here and I couldn't do it. If he has done some financials, John mentioned he did have some, I'd certainly like to see those because we've got a couple of months to go.

Ms. Adams: Yeah, I would be happy to bring back very preliminary numbers based on the current market, what the current debt service fee is, and a range of what it is likely to be.

Mr. Staley: But he seems to have something anyway if he could share that with us.

Ms. Adams: Yeah.

Mr. Greenstein: If I recall correctly, and I'm trying not to confuse this with the Reunion Village funding, but this is a refunding.

Ms. Adams: Yeah.

Mr. Greenstein: I think in one of our packages from previous months in the spring, when you first surfaced the issue, when we started to plan for this, he did provide a presentation package, a slideshow kind of thing that showed what the potential savings would be, what the interest rate range would be, I think we have it.

Ms. Harley: Do we know where it's going to be yet?

Mr. Burman: More of what you see right by I4 right now. Those 15, 16 houses are built, lots of that.

Ms. Harley: Is it primary?

Mr. Burman: They don't know, LGI claims they don't know. It's a short-term operation, you can't manage the long-term.

Ms. Harley: I'm told that they mandated that every home take an Encore membership.

Mr. Burman: Encore membership, right.

Ms. Harley: But Encore are not going to have anything to do with it.

Mr. Burman: Yes. Financially, no. We went through a discussion about how long is it going to get in and out of there and are they entirely getting through Reunion. We eventually settled on of course they get the Reunion because they're CDD members, but those houses out there or down here compared to Reunion, you got power lines and I4 billboards, the doctors of the hospital. There's probably a reason why it's like that, but nobody seems to know anything about it.

Ms. Harley: I'm upset because we had people that contacted us and I said I don't know anything about it and then he showed me an email that LRR had send them saying LRR only

managed resorts, we do not consider Reunion Village to be a resort and we'll therefore not be carrying out management.

Mr. Burman: So the people at the Reunion Club also don't know that.

Ms. Harley: No. They're electing a new Board right now?

Mr. Burman: Right this second. Well, that has nothing to do with it. This is just the Reunion Club. The HOA's election's right now.

Ms. Harley: Because it will pull a lot of traffic coming through if they have a membership to Encore. There's no other way that they're going to go, is there?

Mr. Burman: No, no. There's no other way.

Ms. Harley: If they're bright, eventually they'll go Sinclair Way.

Mr. Burman: From my perspective, I've just put my HOA hat on, we just pulled back and said we're going to manage these houses like the rest of Reunion. Whatever happens, happens because none of that changes what we do as HOAs. All of that stays the same. But you're right, we couldn't find any information about what members they are, are they are at the Encore Club? Originally, we thought Reunion Club at this Reunion and then they said, "No, we aren't doing that." So we just gave up, nobody knows anything. You're already here.

Ms. Harley: You can't get a straight answer out of anyone.

Mr. Burman: They sold three. So they're wondering what's going on.

Ms. Harley: They're changing that now, aren't they?

Mr. Burman: Yeah. They're not doing any more Spectrum, we're getting off subject, but they're replacing it.

Mr. Greenstein: Good decision.

Ms. Adams: Any other questions regarding the bond refunding project?

Mr. Staley: Just one final one, I could go on this all day, because I love this stuff.

Ms. Adams: Yeah.

Mr. Staley: Sometime in the next month or so, if you could define for us Area 1, which is the Assessment Area.

Ms. Adams: Yeah.

Mr. Staley: I think I know what it is, but looking at the definition in the documents, it's not clear. Again, it'd be nice to know who's affected by this. I think it's basically the original Reunion West excluding Encore, Spectrum, and everything else. I think that's what it is.

Ms. Trucco: Yeah, we can find that out pretty quickly. For every bond issuance, there's a transcript that the bond counsel prepares and distributes and so there's a legal description attached to that.

Ms. Adams: You want a map.

Ms. Trucco: You want a map? Okay. But I think it's the initial amount where you have the District so we can get that too.

Mr. Greenstein: But Kristen, generally speaking, because it is a 2004 bond, your general feeling about it, to me, should be correct.

Mr. Staley: It should be, it should be.

Mr. Greenstein: Those parcels were outlet center, held. There was no development there. There was no infrastructure put in there. There was nothing used from those 2004 for the property outside of, let's just call it Reunion's original master plan map area, which would be the west side, as we know it, exclusive of Encore, exclusive of the apartments of the name, is it Courtland?

Ms. Trucco: We may be able to find it in the engineer's report that corresponds with that.

Mr. Greenstein: Yeah, it's in the engineers' report.

Ms. Trucco: I think they have a map in there.

Ms. Adams: I'm sure.

Ms. Trucco: We'll find it.

Ms. Adams: Yeah, well, find it. I also have the tax roll that we can split 2004-1 assessments out of. But I hear what you're saying, you want a visual aid and I'm sure I can get my hands on one and send it out to Board members.

Mr. Staley: I'm not sure there'll be a lot of people interested but just in case.

Mr. Greenstein: Tell them that debt service is going down and we hope they'd recognize this is offsetting other increases in other areas.

Ms. Adams: Yeah. Exactly. After it closes and we know that it is done and dusted. This benefits the residents who are currently paying that assessment and they'll benefit each year until it matures. So it's a good thing. The parking rules for Encore at Reunion West, I will note, they are enforcing the parking rules that are adopted with security measures. They don't have the ability to tow vehicles because the signage is not yet installed, but they seem to be happy with the current program, with security enforcing the parking rules with warnings over at Encore. The Elevation development nearby Reunion, I have not put that into the county site yet, but I did identify the permit number so that we can readily keep track of that. It was Mr. Staley who alerted me that

they had taken some action on September 1st and that they had actually gone to a pre-application interface with the county. That's the last update that I have in here. There is noticing requirements when they get to a certain point. Obviously, they're not that far because the District has not been notified of any regulatory changes in terms of permitted use in those areas.

Mr. Greenstein: When I see this project, I think about whether there's any impact with the Sinclair Road extension because it's basically terminating, you're dumping it right in this area where all this additional development is going to be a code. You wonder if the left hand doesn't know what the right hand is doing.

Mr. Staley: For what it's worth, the developer at the time, I was alerted to this about nine months ago, said they preferred the northernly second, the alternative route. Because obviously, it took the load away from their 99-acre development. So again, it's important to track this because I think people expect us to know what's going on.

Mr. Greenstein: Absolutely.

Ms. Adams: Sinclair Gate, there was some discussion in the Reunion East Board meeting that perhaps this was the matter that was addressed during the HOA meeting, and perhaps there's continued frustration regarding the amount of traffic that goes through Reunion West and accesses Sinclair Gate. Victor Vargas was here and did assert that since the implementation of the traffic control devices, those temporary maintenance of traffic devices, that there has been improvement. But as we shift towards holidays and peak travel seasons, there is an impact on the traffic at Reunion, regardless of which gate people are routed to.

Mr. Staley: It's time to be proactive but the comments of the HOA were not so much about the volume of the traffic, it was about who was coming in.

Mr. Greenstein: Right.

Mr. Staley: I think David answered you perfectly, what the HOA means is if you've got a driving license you can come through.

Mr. Staley: I don't think the individual is concerned about the volume. I think it was more the individuals.

Ms. Adams: That perhaps they're not Reunion residents or Reunion guests, but passers-through.

Mr. Burman: Cut the traffic.

Mr. Staley: I know Facebook is not a perfect source of information but the noise about that gate has dropped considerably the last two months.

Ms. Adams: Well, that's good to hear. Should the Board direct operations staff or the District engineer recommend that we look at other types of maintenance of traffic devices out there we can look into it. Something that's not permanent but more permanent than cones -- that can certainly happen too.

Ms. Adams: The Duke street lights are being converted from HPS and metal halide to LED that I'm not quite certain of the status but will update when I can get information from Duke. The palms that were approved at last month's meeting, that is teed up and ready to go when Alan has a good understanding of the impact of the nearby gas line work, to make sure that we're not putting in something that would be uninstalled in the course of that gas line work. As soon as all of those parameters are understood, those palms will go in at the right time. The property dumpster issue, did the Board want to continue to track this matter or do we want to take this off of the action item list? There was some discussion last month that perhaps the HOA may be looking at more frequent trash pickup service as a way to alleviate.

Mr. Burman: We still are in HOA perspective. I think that can stay there.

Ms. Adams: Okay.

Mr. Burman: We're looking at both adding another day to regular hauling that gets taken off size, we don't need them anyway. In the meantime from now through holidays, the club has agreed to pick up trash on all non-trash days. It's going to be very busy couple months, but it's all right. I think it was just more time to think about on how to resolve the problem from the HOA side.

Ms. Adams: Sounds good.

Mr. Staley: I think your comments today were very helpful. That's good. I'd like to keep it here so we can support.

Ms. Adams: Sure. Absolutely. Sounds good. With the December agenda packet, we will be adding an additional spreadsheet to the action item list which is tracking the current fiscal year capital plan. Then we may populate that for the next several years based on items that we see on the reserve study that are likely to need to be addressed. Just so that we can get that rolling. The next item is the Reunion West POA security funding. At last month's meeting, the District approved amending the current agreement to add a funding component to that. That agreement has gone to the POA, but it has not yet been executed on their side and returned. Then monitoring the TECO gas line installation, Alan's had a pre-con meeting with the project manager and is in touch regarding the proposed start date and the timeline for that gas line installation.

Mr. Greenstein: The young man in the front row.

Mr. Scheerer: I heard from Travis about two hours ago. He's the contractor who's going to be doing the work. They want to try to take out the 29th of this month, right after Thanksgiving. He's hoping to have the actual construction schedule within the next week which we will get to staff and workers.

Ms. Adams: Did he give you an estimated timeline to complete the project like the number of days that it's likely?

Mr. Scheerer: They gave me the start date and no constructions schedule as of yet. He estimated 200 feet a day. It's how far they think they can go. But until I get the actual construction schedule, you're probably looking at eight weeks.

Ms. Trucco: Just as a little bit of background, but we had followed up with their counsel, they put us on notice that it was likely or possible that there could be an outage if they don't get out there. At that point, we were provided written notice, a potential service issue and at that point, the diligent responsible thing to do I think would be to proceed with construction as quickly as possible. There could result in some liability in the CDD, if there was an outage of gas to homes. For example, someone had to go to a hotel, they could come back to the gas company and say, "I want you to cover the cost of the hotel. We didn't have service." Then they say, "No, actually, the CDD consented to this delay in construction." That's just a little background regarding the construction time table there.

Ms. Adams: TECO has been working on this matter for 11 months.

Mr. Staley: This is the first time they gave you a start date.

Mr. Scheerer: I just got it today during the East meeting. Yes, sir. They sent me the construction plans for crossing at I4. At that time, I did request the construction schedule. He said, "I'll get back to you." During the East meeting he sent me an email. They said they'd like to start on the 29th. I said I need construction schedule, so we have a timeline and an estimate. Obviously, there's all kinds of things that can go wrong during this project or delays, just to give us a written idea of what they think they're going to be able to do over the course of how many weeks it takes to get it done. When I get it, you will get it.

Ms. Adams: Any questions on the action item list or any other items Board members would like to see tracked?

ii. Approval of Check Register

Ms. Adams: The next item, this is something that requires Board action, is the approval of the check register included in your agenda packet under Tab 2. It's a summary of the check register from October 1 to 31st, 2021. The total amount is \$51,343.01 and a detailed summary is included in the agenda as well.

Mr. Staley: I did notice in the journal huge chunks of money for gate repairs.

Ms. Adams: Yes. Good attention to details, Supervisor Staley. This relates to the Encore area.

Mr. Greenstein: A whole year's work here practically.

Ms. Adams: Yes. It's from the time that the property was conveyed to the District, which I believe we started January 1st, 2021, with the formal agreements, including responsibility for gate repairs.

Mr. Staley: This is only a year's worth of repairs?

Ms. Adams: No, it's from January to September 30th.

Mr. Staley: Okay, I thought you were saying it was not as bad as I thought it was.

Ms. Adams: It's worse than you thought, it's not a whole year.

Mr. Staley: That's what we discussed on the East. But is the equipment reliable? This would suggest the equipment is not really reliable.

Ms. Adams: Alan and I reviewed the invoices. A lot of them are related to people hitting the gate arms. I think you're also familiar with some of the repair invoices and the frequent issues over there. But a lot of it was related to residents striking the gate arms.

Mr. Staley: If we have \$24,000 in repairs and \$22,000 reimbursed by the drivers, that's one thing. But if we're having to foot \$24,000 ourselves, we've got to figure out what to do about this. We can't keep going on like this, can we? This is crazy.

Mr. Burman: It may be too late to bring this up but normally when a CDD takes over an improvement like that, there's some sort of assessment of it, make sure it's reliable and good stuff and all that. We didn't do that here, obviously, because it's such a small items, is that why it was that way?

Ms. Adams: Well, the property was conveyed with legal documentation in terms of the property being conveyed and all of the boxes being checked off.

Ms. Harley: Was that not charged to the drivers that hit it?

Mr. Burman: I don't know, but I doubt it.

Mr. Staley: I doubt it.

Mr. Scheerer: If security has cameras and they actually capture, and a lot of times they will on our side, who's hit the gate, who's damaged the gate house and stuff like that. If we get that information, we can go out that driver through their insurance.

Ms. Adams: The irony is, that as many drivers who hit the gate and have their vehicle damaged, try to approach the District for reimbursement of the damage that they caused to their own vehicle.

Ms. Harley: In Encore, they charge the owner where that vehicle was.

Ms. Adams: You're saying Encore is collecting revenues for these?

Ms. Harley: From the owner, they go after the owner. If a vehicle hits the gate arm, they will find where that vehicle parks and they go after that owner and charge that owner.

Mr. Burman: Through the HOA or some other way?

Ms. Harley: I'm guessing it's through the HOA because it is Angela.

Ms. Adams: I will confer with her regarding that matter.

Mr. Staley: I don't understand how someone hits the gate and we don't know the license plate number. Because it's not like that they burst through in some sort of Arnold Schwarzenegger movement are they? They must stop and have a look and say, "Oh my God, what have I done?" I'm sure that a security guard can take a license plate.

Ms. Adams: It's not always the staffed gates. There are barrier arms. How many? Three?

Mr. Scheerer: There are three unmanned locations at Encore Reunion West.

Mr. Burman: The license plate doesn't do anything for you. It's a civil thing, cops cannot do anything. We have to go sue them for the \$900, which is a small claim's court, which is a \$300 filing fee.

Mr. Scheerer: I was this the Encore Reunion West this week. When I went in and talked to the officers, they had a maintenance problem at the guard house. The exit gate arm was hanging on the ground. It was just a shear pin that broke off. So nobody hit it, the shear pin broke off. They used Envera to come out and do some of those repairs. We're waiting on them to come up with a new shear pin. It's just a mechanical failure, it just broke because it goes up and down 24/7.

Mr. Staley: So assuming that we can't charge anybody for this, let's back up a little bit. This is not the only gate in the world, companies must have found solutions, whether it's a massive big sign on the gate or flashing lights on the gate.

Mr. Scheerer: They have signs, they have LED gates arms.

Mr. Greenstein: They got the lights.

Mr. Burman: I guess that's probably the problem, is that those LED gates are over \$1,000 a piece and you would replace with a piece of wood for 6 bucks. A lot of argument is a change over.

Ms. Trucco: A lot has changed.

Mr. Scheerer: The LED gate arms are about a grand a piece as opposed to a standard non-LED gate arm which is about \$300.

Ms. Adams: Alan, I know that you reviewed the repairs that came from Encore West, are there any other repairs that were remarkable?

Ms. Harley: Would it be really difficult to be able to find out the repair costs from the time that we changed the gate to LED?

Mr. Burman: At Encore?

Ms. Harley: No, here. These woods, what they were originally.

Mr. Scheerer: We were getting hit every day when the gate arms were down, which is why we talked with security and agreed that we should leave the gates on the exit side in the up position until 6:00 - 7:00 p.m. Since then we haven't had any problems. Problem is people aren't paying attention. We've got signs before you get to the gates. We've got signs at the gate. They're just not paying attention.

Mr. Greenstein: And the light is red.

Mr. Scheerer: The light is red. During the day, you may not be able to see that red LED light.

Mr. Staley: Let's keep it on the action list, so that they can be monitored. We don't have to do anything today because I think we all agree we can't go on like this. If this is not normal, then we have to do something about it.

Ms. Harley: It just seems the cost of repair is much higher because the arms are LED, have a lesser cost to repair.

Ms. Adams: Yes, and does the LED in fact reduce the number of gate strikes, which is the intention?

Ms. Harley: They would have to reduce it dramatically.

Mr. Burman: The other good thing about the normal gate arms is the gate guard can do it.

Mr. Greenstein: It has the breakaway thing on it?

Mr. Scheerer: They use the nylon nut that's on the gates in order to help preserve. But sometimes what happens is you have wires that run from that LED gate strip into the gate operator. There's a power source in there that powers up those LEDs.

Mr. Burman: That's connected to a circuit Board.

Mr. Scheerer: That's connected to a circuit board and if somebody rips it off, you may not just be losing the gate arm, you may be losing part of that circuit board. There's a lot of things that go into those gate arms. Like I said, when we first put them up here on the east side, we were getting hit all time.

Ms. Harley: We are not allowed to put speed bumps in, are we?

Ms. Adams: You can.

Ms. Harley: Wouldn't that alleviate a problem?

Ms. Adams: The District can consider traffic calming.

Ms. Harley: If there were speed bumps, they would be forced to slow down before they got close to the gate.

Mr. Scheerer: I think the pavers are a lot easier to install. Traffic calming, license plates and speed tables and stuff like that are a little more complicated. We will have to create probably a couple of ribbon curves and elevated speed table. It's a little more work on this main gate here, but the asphalt pave, those are relatively easy to install.

Ms. Adams: Maybe some strategic installation just where you're having excess gate strikes.

Ms. Harley: If you go to drive to ChampionsGate, you cannot speed. If you go to drive through Oasis, you cannot speed because you'll just hurt your car.

Ms. Adams: Yeah, speed tables.

Mr. Burman: We're not talking about here, we're talking about Encore, right? That's where most expenses generated from, correct?

Mr. Scheerer: Go ahead.

Ms. Adams: I was going to say I think right now we'll monitor the situation. I'll get feedback from security regarding their frequency moving forward. Is this continuing to be an issue? Then Alan can assess.

Mr. Scheerer: Yeah.

Ms. Adams: Now, the other gate repairs are not in lump sum. As they occur throughout the year, we're billed from the vendor directly. This was just a little different scenario. This was back billed from the time the property was conveyed to the District.

Mr. Scheerer: The HOA was making repairs and paying for it.

Ms. Adams: I do want to confer with the HOA if they're recovering this funding.

Mr. Staley: Can we leave you to do the analysis of where all this is coming from for the whole of the CDD?

Ms. Adams: I wanted to say one thing that's extremely helpful now at Encore neighborhood is that Reunion security is staffing the main entrance gate.

Ms. Harley: Amen to that.

Ms. Adams: In terms of communication, and feedback, and troubleshooting, it's a pleasure to work with them.

Ms. Harley: It's so much that. The presentation, the resolutions.

Ms. Adams: Yes. I agree. We have a motion and a second to approve the check register. Any further discussion?

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

iii. Balance Sheet and Income Statement

Ms. Adams: The next item in your agenda is your unaudited financials through September 30th. It does include your balance sheet for your general fund as well as your replacement and maintenance fund. Then on Page 2, this month September is the end of your fiscal year, so this gives you a good snapshot of your fiscal year. There may be some payables that still trickle in and you will have your independent financial audit, but this is a good overview for the year.

D. Security Report

i. 41 Parking Violations and 2 Vehicles Towed

Ms. Adams: Victor is no longer here, but we did send out under separate cover information regarding the 113 parking violations and one vehicle being towed in October.

Mr. Staley: But looking at that for the last month that I think you sent out, I think 111 of those 113 were Encore, is that right?

Ms. Adams: It is correct.

Mr. Staley: So you are running two parking violations in the whole of the rest of the CDD?

Mr. Greenstein: It almost doesn't make sense.

Ms. Harley: At Encore right now, every car that parks on the streets is considered a parking violation. It doesn't matter where on the street it is or what side of the street.

Ms. Adams: I think I might need to confer with Victor on that, because there are designated parking areas on the street and I will.

Ms. Harley: There are several places where they can park, but the direction they came in, for the guests is no street parking. You park on the drive or you park in an overspill parking area.

Ms. Adams: I understand what you're saying, but the District has adopted parking rules and the parking violations need to be fulfilled in accordance with the rules that the District has adopted.

Ms. Harley: I will make sure they are.

Ms. Adams: Yes, and I'll confer with Victor and Angela.

Mr. Staley: But we'll see what happens the next month. If that's the case, then our parking rules are working incredibly well.

Ms. Harley: Do you think a lot of the difference is in Reunion. They see someone parked in the wrong spot or whatever. They go to the house and more often than not the person will go out to move the vehicle. Because I witnessed a lot of that where the security had spoken to the guest and said you can't park there, can you move it here and they go do it.

Mr. Staley: Let's hope that's a trend, that's true. That is tremendous if that's the case. Well done to security.

Ms. Adams: Well, is there a little bit of a lull in October in terms of hospitality visitation?

Mr. Staley: Yeah, it has been quiet, it has been nice.

Ms. Adams: Because we will ramp up again with November, December.

TENTH ORDER OF BUSINESS

Other Business

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

Mr. Staley: Two small things, I'd like us to respond to what Mr. Glasser said at the last meeting and we talked about a lot of the no parking signs being hidden by branches on trees. I don't want us to destroy the trees but what can we do here?

Mr. Scheerer: Yeah. I don't know that's so much the case for some of those. Some street trees are HOA if the Board wants, I can work with Yellowstone. We can make a couple of small improvements. There was only one that I saw.

Mr. Burman: That one is larger.

Mr. Scheerer: Yeah. I understand Mr. Glasser's point and I'd be happy to address it. We didn't intentionally install signs in front of trees. If anything, we tried to install before the trees.

Mr. Greenstein: If you drive them from the other those direction, is it in front of the tree?

Mr. Scheerer: They're parallel so it should be.

Mr. Greenstein: Do your best to make them free of trees.

Mr. Scheerer: I'll make sure we do that next week. Anything that looks weird or just trim them.

Mr. Staley: Another thing Tricia, we said that you would think about researching the zoom option?

Ms. Adams: Yeah, I still need to work with Reunion Resort regarding the technology in this space, meaning the wireless internet in order to support running zoom in here. I do have that on a list. I haven't taken any steps towards that.

Mr. Staley: Could we add that to the action points?

Ms. Adams: I sure can, yeah.

Mr. Staley: That's all.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

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

TWELTH ORDER OF BUSINESS

Next Meeting Date.

Ms. Adams: Your next meeting is scheduled December 9th and you're back to your normal time of 11:00 AM.

Mr. Greenstein: Hold on one more thing. Just to make it official. I was at the East meeting that I brought up the issue of the street poles. That's street signage.

Ms. Adams: Yes.

Mr. Greenstein: Where we have construction grade poles that were probably put in by the county. I don't know who put them in at the corner and one of them of course, took a hit. I don't know who hit it but it was right at Golden Bear and Traditions. We only have a few places along Tradition on the West side where we don't have the official Reunion poles. The decorative pole. Let's spruce the place up. On the Bear's Den, there are a couple of places. If it's been enhanced them, I wouldn't be proposing that we go ahead and undo it. But because the poles are different, let's just put it that way. They're not the standard polls that we see on all those streets. It's something different but it is enhanced. I just think that we don't want the construction grade with the perforated whole street poles. You can use it someplace else for a construction site.

Mr. Scheerer: We'll take care of it, Sir.

Mr. Greenstein: We want to beautify that intersection. We've got the four-way stop to go in there.

THIRTEENTH 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. Burman, with all in favor, the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman