Reunion West Community Development District

Agenda

September 12, 2024

## Agenda

## **Reunion West** Community Development District

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September 5, 2024

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, September 12, 2024 at 11:00 AM at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** 

### Zoom Information for Members of the Public:

Link: https://us06web.zoom.us/j/82018699681 Dial-in Number: (646) 876-9923 Meeting ID: 820 1869 9681

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the August 8, 2024 Board of Supervisors Meeting
- 4. Discussion of Long Range Planning
- 5. Contract Renewals
  - A. Consideration of Aquatic Vegetation Management Agreement Renewal with Applied Aquatic Management, Inc.
  - B. Consideration of Landscape/Grounds Maintenance Services Agreement Renewal with Yellowstone Landscape
  - C. Consideration of Landscape/Grounds Maintenance Services Agreement Renewal with Creative North
- 6. Consideration of Agreement for Pavement Maintenance ADDED
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager Updates
  - D. District Manager's Report
    - i. Action Items List
      - ii. Approval of Check Register
    - iii. Balance Sheet and Income Statement
    - iv. Replacement and Maintenance Plan
    - v. Presentation of Series 2016, 2017 and 2019 Arbitrage Rebate Calculation Reports – ADDED
  - E. Security Report
- 8. Other Business
- 9. Supervisor's Requests
- 10. Next Meeting Date: October 10, 2024
- 11. Adjournment

Sincerely,

Tricia L. Adams District Manager

## 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, **August 8, 2024** at 11:00 a.m. via Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

Graham Staley Sharon Harley Mark Greenstein William (Bill) Witcher Michael Barry Chairman Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary

Also present were:

Tricia Adams Kristen Trucco James Curley Alan Scheerer Aura Zelada Victor Vargas Pete Whitman Residents District Manager District Counsel District Engineer Field Manager Artemis Lifestyles Reunion Security Yellowstone Landscape

The following is a summary of the discussions and actions taken at the August 8, 2024 Reunion West Community Development District Board of Supervisors meeting.

## FIRST ORDER OF BUSINESS

Ms. Adams called the meeting to order at 11:00 a.m. and called the roll. All Supervisors were present.

**Roll Call** 

### SECOND ORDER OF BUSINESS

**Public Comment Period** 

There being no comments, the next item followed.

## THIRD ORDER OF BUSINESS

## Approval of the Minutes of the July 11, 2024 Board of Supervisors Meeting

Ms. Adams presented the minutes of the July 11, 2024 Board of Supervisors meetings, which were included in the agenda package and reviewed by District management staff, District Counsel and the Chairman.

On MOTION by Mr. Greenstein seconded by Mr. Barry with all in favor the Minutes of the July 11, 2024 Board of Supervisors Meeting were approved as presented.

## FOURTH ORDER OF BUSINESS

**Public Hearing** 

On MOTION by Ms. Harley seconded by Mr. Staley with all in favor the public hearing on the adoption of the Fiscal Year 2025 budget was opened.

There being no public comments, Ms. Adams asked for a motion to close the public hearing.

On MOTION by Mr. Staley seconded by Mr. Greenstein with all in favor the public hearing on the adoption of the Fiscal Year 2025 budget was closed.

## A. Consideration of Resolution 2024-08 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Ms. Adams presented Resolution 2024-08, Adopting the Fiscal Year (FY) 2025 Budget, for the period starting October 1, 2024 and ending September 30, 2025. The Resolution memorializes that the proposed budget was provided to the local government, posted on the website, and that today's public hearing had been set and noticed in accordance with Florida Statutes. The Resolution also identifies the appropriations for the General and Debt Service Funds and provides a provision in case the budget needs to be amended for FY 2025. Attached to the Resolution as Exhibit A, is the Proposed Budget for 2025. When this proposed budget was approved, the Board set the high-water mark for the *Operations and Maintenance (O&M) Fee*, which was proposed to be the same amount as the current fiscal year. Since the proposed budget

was reviewed an event in Reunion East, caused the need for significant changes, due to Kingwood Orlando Reunion Resort (KORR), terminating the Management Services Agreement (MSA) for the Heritage Crossings Community Center (HCCC) by October 1<sup>st</sup>. With the MSA, the CDD paid an annual fee and KORR managed the day-to-day operations, including landscaping, custodial services and HVAC maintenance, etc. As a result of the Reunion East CDD taking over direct maintenance responsibilities for HCCC and The Stables on October 1<sup>st</sup>, the budget was amended to include a section for the operations of HCCC, which was separated from Field Expenses for tracking purposes, for the first year. The estimated budget amounts were based on historical information and KORR providing 12 months of current utility bills and pest control services. The other change in the proposed budget was the financials were updated through the end of June. Mr. Witcher questioned who managed use of the facilities. Ms. Adams stated that KORR expressed an interest in continuing to rent the facility, as they currently paid rental fees to the CDD, which was included under *Rental Income*. The public could rent the facility, but there were no budget funds for marketing the facility nor administrative management of the facility or acquiring furniture. Ms. Adams and Mr. Scheerer were working on these issues and planned to report to the Reunion East CDD Board at the next meeting.

Mr. Witcher asked if the District made a profit from rental of the facility. Ms. Adams explained that the facility was operated as an amenity not as an enterprise stream. Ms. Trucco confirmed that rental fees were intended to just cover the expenses of the CDD, to maintain the infrastructure that was being rented and the use the property of the CDD was for a governmental purpose, not for making a profit. However, if there was an incidental profit, funds could be used to fund the expenses of the CDD. Mr. Staley questioned the amount that the CDD was paying KORR. Ms. Adams recalled that the CDD was paying \$7,150 annually, under the MSA and that amount was previously included in budget, under the MSA line item in the General Fund but now zeroed out.

Regarding the budget, Ms. Adams explained that *Revenues* recognized special assessments or O&M fees on the Tax Bills, *Interest Income* was based on *Surplus Funds* that were invested and *Rental Income* based on historical rental revenue. Because this Board did a great job of controlling expenses and accumulated surplus funds, the budget recognized a Carry Forward balance in the General Fund, in order to balance the budget, so the total revenues and total expenses balanced. Under the Administrative Budget, the only change was a reduction in the *Annual Audit*, due to the most recent Audit Agreement that the Board approved for FY 2024. There was also an increase in professional fees, based on the current spending. There were no substantive changes for the shared expenses for FY 2025, other than zeroing out the MSA and fine-tuning any line items, based on the current spending. To balance the budget, due to the increase in expenses, there was a reduction in the proposed Transfer Out to the R&M Fund. There was a level assessment, as there was no variance between FY 2024 and 2025. The shared costs between the two Districts, changed slightly, because the Reunion East CDD platted additional units. For FY 2025, the Reunion West CDD was responsible for 43% of the shared costs and the Reunion East CDD was responsible for 57%. Regarding the R&M Fund, Capital Outlay was expected to be more in FY 2025, because of the road repairs, which was the most significant expense. When the R&M Plan was discussed, the Board discussed aggregating the paving work into five-year intervals, starting with the roads in the poorest condition, which were identified in the Pavement Management Plan. There would be an increased assessment in future years, as there would not be a recognition of Surplus Funds, as well as a planned increase in the contribution to the R&M Fund. Mr. Staley recalled that the Reunion Encore roads would not need to be re-paved for 10 years. Mr. Scheerer confirmed that the roads were relatively new and in good shape. Mr. Witcher asked if it included pavement markings. Ms. Adams recalled that the Board wanted to improve stop bars, crosswalks and striping. Mr. Scheerer stated there was a Striping Plan for the traffic circle off of Reunion Boulevard, over the I-4 bridge to the Sinclair Road gate and stop bars at Golden Bear Drive and Grand Traverse Parkway. Mr. Staley planned to work on the Five-Year Plan and discuss it at the next meeting.

Ms. Adams reported that the remainder of the budget was the Debt Service Fund for the Series 2015, 2016, 2017, 2019 and 2022 bond issues. The Board did not have the ability to change the assessment levels and was only authorizing collection, as the assessments were imposed at the time that the bonds were issued. The payments vary each year for interest and principal, based on the Amortization Schedules and the assessment amount was stable until the debt retired. Mr. Staley noted that the Series 2015, 2016, 2017 and 2019 bond issues were for the Reunion West Encore neighborhood and the majority of Reunion West Resort, were the 2022 bond issue. Ms. Adams recalled that the 2022 bonds were refinanced with a historically low interest rate and the Board did a good job making sure that the property owners in the District benefitted by it. Mr. Staley recommended looking at the reserve numbers, funding a small amount each year, to build up

reserves and having a healthy discussion about how to proceed in the future and appreciated the work that staff did on the budget.

On MOTION by Mr. Witcher seconded by Mr. Greenstein with all in favor Resolution 2024-08 Adopting the Proposed Fiscal Year 2025 Budget and Relating to the Annual Appropriations was adopted.

## B. Consideration of Resolution 2024-09 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2024-09, authorizing the collection of the maintenance and debt service fees on the Tax Roll, which was the funding mechanism for the budget. Attached to the resolution, was the Proposed Budget and Tax Roll, which were exhibits to the resolution. The Tax Roll identified parcels within the Reunion West CDD and noted the amounts for the CDD debt and maintenance fees.

On MOTION by Mr. Greenstein seconded by Mr. Barry with all in favor Resolution 2024-09 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

## FIFTH ORDER OF BUSINESS

## Consideration of Sign Installation Request from The Crescent at Reunion

Ms. Adams recalled at the last meeting, a sign installation request was received from The Crescent at Reunion and as a result, the Board adopted a Sign Policy, whereby any signs installed on CDD property, must be approved by the Board. However, the signs were re-designed, at the Board's request, in accordance with the specifications provided by the Board, such as having the white post with the end caps, the shape of the sign being consistent with other Reunion signs, including the Reunion palm motif, to create a sense of cohesiveness throughout the community and directional signs with arrows, aiding drivers to find the Crescent Project at Reunion. In addition to the picture with the graphic elements, there was also a map, which was the same as what had been previously proposed. The signs would be placed at Tradition Boulevard and Grand Traverse Parkway. Should the Board approve this request, Ms. Adams questioned whether the Board wanted to enter into a License Agreement. Ms. Trucco recalled that there was an existing License Agreement for signage, that she could use as a template, as it included indemnification for any damages, to reimburse the District if they damaged the property and hold the District harmless.

A pre-work inspection would also be completed by field staff and a post-inspection, if the License Agreement was terminated. There would also be an insurance provision and termination provision of 30 days, but the Board could extend or reduce the time. Ms. Adams requested that the Board approve the request, subject to District Counsel preparing the License Agreement. Mr. Staley felt that what they were proposing was attractive, but it was not consistent with other signs, as the Palms did not have a circle around them and the arrows and shape were different. Mr. Greenstein recommended that someone work on the design with The Crescent. Discussion ensued.

On MOTION by Mr. Staley seconded by Ms. Harley with all in favor approving the sign installation request from The Crescent at Reunion, subject to District Counsel preparing a License Agreement and Mr. Greenstein approve the final layout and design was approved.

## SIXTH ORDER OF BUSINESS Adoption of District Goals and Objectives

Ms. Adams recalled at a prior meeting, District Counsel discussed HB 7013, which was passed in the last Legislative session, for CDDs to adopt annual goals and objectives by October 1<sup>st</sup> and subsequent reporting requirements in December, on whether or not the District met those goals in objectives. The District management team reviewed the new law and all of the requirements and provided recommended goals and objectives, in accordance with Florida Statutes, which was included in the agenda package. The specifications that the Statutes require were: 1) Community Communication and Engagement, 2) Infrastructure and Facilities Maintenance and 3) Financial Transparency and Accountability. The purpose was to identify District management work that was already taking place, as staff recognized the short deadline to be compliant with the new law and Board Members not wanting to create any additional expense. Mr. Barry questioned Goal 2.1, for field management to perform site inspections, as the District had an agreement with the Field Manager to perform inspections. Ms. Adams confirmed that the District had an agreement with GMS for field services that included inspections. The frequency noted in the Engagement Letter was exceeded, because Mr. Scheerer was at Reunion often, performing regular inspections. Mr. Staley did not want to do anything different, as the Board was available to talk to residents, they had open meetings and their minutes were published; however, there was little engagement by the public and proposed having nine Board meetings, as three meetings were not enough. Mr. Greenstein suggested six meetings. Mr. Staley agreed.

Ms. Adams requested that the Board adopt the goals and objectives, subject to changing Goal 1.2, to hold at least six regular Board of Supervisor meetings per year. Mr. Staley recommended having a qualifier in Goal 3.3, Annual Financial Audit, stating that there were no material weaknesses or what was in the Letter to Management, as part of the objective. Ms. Adams would include that there were no material weaknesses. Mr. Staley felt that GMS did a good job on these goals and objectives. Ms. Adams pointed out that not only could this form be used to adopt the District's goals, but it could be used to report their goals and whether they met them, in December of 2025.

On MOTION by Mr. Barry seconded by Mr. Witcher with all in favor the District's goals and objectives were approved as amended, to decrease the number of meetings to six per year and include no deficiencies in internal control consider to be material weaknesses to audit services.

## SEVENTH ORDER OF BUSINESS Staff Reports

## A. Attorney

## i. Discussion of Statement of Litigation for Constituents - ADDED

Ms. Trucco reported that the lawsuit with KORR was filed, since the last Board meeting and the Board previously directed the release of a public statement to be sent out to the community. Mr. Staley recommended Board consensus to not send the statement out, because it would not be complete enough to satisfy inquiries and did not want to alarm people, while the matter was still going through the fact-finding stage.

## B. Engineer

## i. Review and Discussion of Proposed Speed Table Locations

Ms. Adams recalled at a prior meeting; Mr. Greenstein proposed having field identification of the proposed speed table locations. The map was updated by the District Engineer, based on recent Board member comment and then Mr. Curley and Mr. Scheerer went out to stake the areas that were proposed speed table locations. The Board members received an email, notifying them that the stakes were in the ground and how to identify them, with the updated map. Mr. Barry indicated that their biggest goal, was to place a speed table in the general location of the map; however, a couple of them may have shifted in the field, due to drainage inlets and property lines. Since there were no questions regarding the speed tables, Mr. Staley presumed that the Board Members were satisfied. Ms. Adams recalled that the Board previously approved entering into an agreement, which District Counsel would finalize, with a scope for stop bars, crosswalks, speed tables, milling and resurfacing. Mr. Barry questioned the total cost. Mr. Curley did not know, as he needed to speak to the asphalt contractor. There was Board consensus to proceed and District Counsel would prepare an agreement with a scope for stop bars, crosswalks, speed tables, milling and resurfacing and bring it back to the Board.

## C. Field Manager Updates

Mr. Scheerer reported that the Spine Road gate was closed at Old Lake Wilson Road, due to damage that occurred on the County bridge. Currently that area was being worked on and it looked like they were making progress, as a few excavation trucks were onsite earlier today. Hopefully the matter would resolve soon and the road would be back open and thanked Mr. Vargas for his hard work. The lake fountain on Golden Bear Drive and Tradition Boulevard, had some lights out and the lake vendor was contacted to repair them. The Seven Eagles fountain replacement in Reunion East had started.

Mr. Scheerer reported that bids would be provided at a future meeting for the Reunion West playground. He met with Dehlinger Construction, who performed prior work for the CDD. They provided a rough estimate on the sidewalk work of \$21 square foot for grading and would provide more information to the Board. With the additional sod and all of the grading work, the combined cost was approximately \$396,000, as opposed to \$354,000 for the sidewalk repairs only. He was trying to get the costs separated, but the difference was \$40,000. Ms. Adams recalled that the amount was provided subsequent to the Repair and Maintenance (R&M) List being published for this meeting. Mr. Staley opined that this was the best project that they could do for the community, as it was a subject that was constantly being discussed by residents. The community weathered the threat of a hurricane recently and thanks to Yellowstone and Mr. Vargas, things were under control. They would continue this way for the remainder of the hurricane season.

## D. District Manager's Report i. Action Items List

Ms. Adams presented the Action Items List, which was included in the agenda package and circulated to Board members in advance. Mr. Staley asked if the Sheriff's Office replied to Ms. Trucco regarding the Traffic Enforcement Agreement. Ms. Trucco confirmed that she had not heard from them. Mr. Staley requested that staff leave this item on the Action Items List.

## ii. Approval of Check Register

Ms. Adams presented the Check Register from July 1, 2024 through July 31, 2024, in the amount of \$342,608.48, which was included in the agenda package, along with a detailed register. It included expenses from the General Fund, R&M Fund and Supervisor payroll.

On MOTION by Mr. Staley seconded by Mr. Barry with all in favor the July Check Register was approved.

## iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through June 30, 2024, which was included in the agenda package. No Board action was required. Staff monitored the balance in the General Fund and the prorated budget to date, as well as actual spending. This month, the District was 100% collected on the Tax Roll and there were no items to bring to the Board's attention, as they were aware of the issues with the administrative expense overrun. Other items that were running over, such as some of the gate repairs, were being adjusted in future budgets. What was impacting the overage, was the number of gate strikes at the eight entrances at the Reunion West POA neighborhood and there being more gates to maintain than in past years.

### iv. Replacement and Maintenance Plan

Ms. Adams presented the R&M Plan, which was included in the agenda package. It included the proposed Project List for FY2025, which was discussed by Board Members from the Reunion East and Reunion West CDDs. It also included infrastructure in the Reserve Study, that would need to be replaced next fiscal year, such as pool furniture and lighting improvements. Mr. Staley noted that the items listed under the R&M Fund, did not compare to the projects. Ms. Adams agreed, which was why it was removed out of the budget for FY2025. Ms. Adams reported that, because it was the end of FY2024 and looking ahead to FY2025, staff made adjustments to the FY2025 Preliminary Project List, based on Board Member feedback and review of the current R&M List, to ensure that items were carried over. The current FY2024 Project List was included in the agenda package. There were no items to report, but projects that were either in process or

deferred, were carried forward to the FY2025 Project List. Traffic calming (signage, radar display signage, speed humps), was categorized more tightly on the FY2025 List. The preliminary Project List included deferred projects. For the FY2025 Preliminary Project List, a contingency was added and items were removed, per Board direction. Mr. Staley asked if the benches and concrete pads, were the extra seats for the playground areas. Mr. Scheerer confirmed that this was a request from a Supervisor on the Reunion East CDD Board, to include benches on Reunion Boulevard, between the main gate and around the traffic circle, but ultimately did not occur. Mr. Staley recalled that there was supposed to be an additional seat on the Valhalla playground. Mr. Scheerer indicated it was not part of the plan, but he could include one. Ms. Adams pointed out that no Board action was required and this item was for Board Member review.

## v. Approval of Fiscal Year 2025 Meeting Dates

Ms. Adams presented the Fiscal Year 2025 meeting schedule, which was consistent with the prior year's meeting schedule, on the second Thursday of each month at 11:00 a.m. at the HCCC.

On MOTION by Mr. Staley seconded by Ms. Harley with all in favor the Fiscal Year 2025 meeting schedule as presented was approved.

## E. Security Report

Ms. Adams provided under separate cover, the July Security Reports from Reunion Security and the Reunion West POA. No Board action was required and it was for informational purposes. She reiterated Mr. Scheerer's appreciation to Mr. Vargas and his staff for their prompt response and mobilization regarding the Spine Road gate closure. Mr. Vargas was present for questions or comments. Mr. Staley asked if the software upgrade for the gates was complete. Mr. Vargas confirmed that it was complete and there were no issues.

## EIGHTH ORDER OF BUSINESS

## **Other Business**

There being no comments, the next item followed.

## NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Staley requested the long-range plan for the next agenda.

## **TENTH ORDER OF BUSINESS**

## Next Meeting Date – September 12, 2024

Ms. Adams reported that the meeting was scheduled for September 12, 2024 at 11:00 a.m. at this location.

## ELEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Barry seconded by Mr. Witcher with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

## **SECTION 4**

#### DRAFT Long Range Financial Plan (2026-2029) - Updated September 3rd, 2024

#### Suggested Long Range Financial Plan goals for the Reunion West CDD Board are as follows:

- 1 Manage gross assessments and expenditures (including transfers to the Repair & Maintenance Fund) in order to : (i) achieve an approximate annual break-even in the General Fund for all years between 2026 and 2029. This result is shown in Line 15
   (ii) maintain a General Fund balance of no less than \$500,000 at the end of each year 2026-2029. This result is shown in Line 19. Such a balance is necessary to cover cash flow needs in the 4th quarter of the calendar year, prior to annual assessment collections
- 2 Build up the R&M Fund to at least \$1 million by the end of 2029. This result is shown in Line 35. This will be achieved by: (i) transfers from the General Fund
  - (ii) managing R&M expenditures

#### **Other Comments**

- During the course of calendar year 2025, a Combined Reunion East and Reunion West R&M Expenditure plan needs to be prepared for 2026-2029.
- The Long Range Financial Plan should be updated prior to, and after, Annual Budget approval
- This plan does not yet reflect any exceptional increases required in legal expenses for 2025-2027

#### Scenarios

The 2026-2029 assumptions highlighted in GREEN below are the major drivers of the General Fund and Repair & Maintenance Fund. The Board can amend these assumptions to create different scenarios. All other cells in the Financial Plan are locked.

		Long Range	Long Range	Long Range	Long Range				
		2026	2027	2028	2029				
Major assumptions (These are the only cells that can be amended)									
Gross Assessment increase (does not impact debt service assessments) Administrative Expenses - Direct Expenses increase		15% 4%	4% 4%	4% 4%	4% 4%				
Maintenance - Shared Expenses increase		4%	4%	4%	4%				
Heritage Crossing Community Center increase		4%	4%	4%	4%				
Transfer from Reunion West General Fund to Reunion West R&M Fund		(350,000)	(350,000)	(350,000)	(380,000)				
Total Reunion East and West R&M Expenditures		(500,000)	(500,000)	(500,000)	(500,000)				
	Line	Actual 2022	Actual 2023	Projection 2024	Final Budget 2025	Long Range 2026	Long Range 2027	Long Range 2028	Long Range 2029
Reunion West General Fund	140.	2022	2025	2024	2025	2020	2027	2020	2025
Revenues	_								
Gross Assessments Collection Cost (6%)	1				1,894,437	2,178,603	2,265,747	2,356,377	2,450,632 (147,038)
Net Assessments	2		1,792,950	1,803,862	(113,666)	(130,716) 2,047,886	(135,945) 2,129,802	(141,383) 2,214,994	2,303,594
Interest (assume \$40,000 per annum for 2026-2029)	4		15,462	46,918	37,500	40,000	40,000	40,000	40,000
Miscellaneous Income (assume zero per annum for 2026-2029)	5		1,174	1,281	-	-	-	-	-
Rental Income (assume \$7,500 per annum for 2026-2029)	6		7,260	8,250	5,714	7,500	7,500	7,500	7,500
Rounding Total Revenues	7	1,801,030	- 1,816,846	1 1,860,312	- 1,823,985	- 2,095,386	- 2,177,302	- 2,262,494	- 2,351,094
	8	1,801,030	1,810,840	1,800,312	1,823,985	2,095,380	2,177,302	2,262,494	2,351,094
Expenditures		(152.220)	(170 526)	(220 400)	(100 171)	(200,000)	(214 242)	(222.015)	(221 022)
Administrative Expenses - Direct Expenses Maintenance - Shared Expenses	9 10	(153,238) (1,210,513)	(178,526) (1,280,974)	(226,466) (1,369,669)	(198,171) (1,404,792)	(206,098) (1,460,984)	(214,342) (1,519,423)	(222,915) (1,580,200)	(231,832) (1,643,408)
Heritage Crossing Community Center	11	(1,210,515)	(1,200,574)	(1,303,003)	(1,404,732)	(78,772)	(81,923)	(1,580,200) (85,199)	(1,043,408) (88,607)
Transfers Out - R&M Fund	12	(259,377)	(294,760)	(420,707)	(379,435)	(350,000)	(350,000)	(350,000)	(380,000)
Rounding	13	-	-	-	(1)	-	-	-	-
Total Expenditures	14	(1,623,128)	(1,754,260)	(2,016,842)	(2,058,141)	(2,095,853)	(2,165,687)	(2,238,315)	(2,343,847)
Excess / (Deficit) of Total Revenues over Total Expenditures	15	177,902	62,586	(156,530)	(234,156)	(467)	11,615	24,179	7,246
Reunion West General Fund Balance									
General Fund Balance - Beginning of Year	16	691,476	869,378	929,795	773,265	539,109	538,642	550,257	574,436
Minor Difference in General Fund Balance - Beginning of Year	17	-	(2,169)	-	-	-	-	-	-
Excess / (Deficit) of Total Revenues over Total Expenditures General Fund Balance - End of Year	18	177,902 869,378	62,586 929,795	(156,530) 773,265	(234,156) 539,109	(467) 538,642	11,615 550,257	24,179 574,436	7,246
	15	805,578	525,755	773,205	555,105	J38,042	550,257	574,450	381,082
Combined Reunion East and Reunion R&M West Expenditures									
Combined R&M Expenditure Recommended by 2021 Reserve Study (see Note 1)	20	(156,148)	(239,173)	(590,009)					
Other R&M Expenditure (to reconcile with Total R&M expenditure on Line 22) Total Reunion East and West R&M Expenditures (broad estimates only for 2026-2029)	21	(440,684)	(421,634)	(259,589)	(2,501,133)	(500,000)	(500,000)	(500,000)	(500,000)
Total Reunion East and West Raw Expenditures (proad estimates only for 2026-2029)	22	(596,832)	(660,807)	(849,598)	(2,501,133)	(500,000)	(500,000)	(500,000)	(500,000)
Reunion West Replacement & Maintenance Fund									
Revenues									
Transfers In Interest (estimate only)	23	259,377 6,452	294,760 27,961	420,707 38,072	379,435 36,000	350,000 37,000	350,000 38,000	350,000 39,000	380,000 40,000
Total Reunion West Revenues	24	265,829	322,721	458,779	415,435	37,000	38,000	39,000	40,000
Expenditures					,	,	,	,	,
Combined Reunion East and Reunion West Expenditures (from line 22)	26	(596,832)	(660,807)	(849,598)	(2,501,133)	(500,000)	(500,000)	(500,000)	(500,000)
Reunion West % share of Combined R&M Expenditure (assume no change 2026-2029)	27	44.0%	44.0%	44.0%	43.0%	43.0%	43.0%	43.0%	43.0%
Reunion West Capital Outlay	28	(262,606)	(290,755)	(373,351)	(1,074,887)	(215,000)	(215,000)	(215,000)	(215,000)
Reunion West Contingency	29	-	-	(472)	(600)	-	-	-	-
Total Reunion West R&M Expenditures	30	(262,606)	(290,755)	(373,823)	(1,075,487)	(215,000)	(215,000)	(215,000)	(215,000)
Excess / (Deficit) of Total R&M Revenues over Total R&M Expenditures	31	3,223	31,966	84,956	(660,052)	172,000	173,000	174,000	205,000
Reunion West Replacement & Maintenance (R&M) Fund									
R&M Fund Balance - Beginning of Year	32	832,425	835,648	867,613	952,568	292,517	464,517	637,517	811,517
Excess / (Deficit) of Total Revenues over Total Expenditures (from line 31)	33	3,223	31,966	84,956	(660,052)	172,000	173,000	174,000	205,000
Rounding Reunion West R&M Fund Balance - End of Year	34	- 835,648	(1) 867,613	(1) 952,568	1 292,517	- 464,517	- 637,517	- 811,517	1,016,517
Neumon west Naivi Funu balance - Enu or tear	30	٥٥٥,048	007,013	992,908	292,317	404,517	057,517	011,51/	1,010,517
Reunion West Summary									
Reunion West General Fund Balance at the end of the year (from line 19)	36	869,378	929,795	773,265	539,109	538,642	550,257	574,436	581,682
Reunion West R&M Fund Balance at the end of the year (from line 35)	37	835,648	867,613 1,797,408	952,568	292,517	464,517	637,517	811,517	1,016,517
Total Reunion West General Fund & R&M Fund Balances at the end of the year	38	1,705,026	1,797,408	1,725,833	831,626	1,003,159	1,187,773	1,385,952	1,598,199

Note 1: The 2021 Reserve Study data is now out of date and superceded by more detailed estimates for 2025. Estimates will be prepared for 2026-2029 during the course of 2025.

## **SECTION 5**

# SECTION A



Renewal

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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date:

September 3, 2024

Name	Reunion West CDD
Address	1408 Hamlin Ave
City	St Cloud, FL 34771
Phone	407-841-5524

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Reunion West CDD hereafter called "Customer".

### The parties hereto agree as follows

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

One (1) Stormwater Retention Pond along Grand Traverse & One (1) Stormwater Retention Pond Associated with Reunion West CDD Reunion, FL

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. Emersed vegetation control	Included
<ol><li>Floating vegetation control</li></ol>	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 th	his agreement shall be: 10	0/01/2024	thru 09/	30/2025.		
Agreement will	automatically renew as	per Term	n & Con	dition 14.		
Start-up Charge	NA STATES	Due at th	e start	of work		
Maintenance Fee	\$383.00	Due	a 1978	monthly	as billed	x 12.
Total Annual Cost	\$4,596.00		100	z ol o Theile	1 K-1 15 - 16 - 18 -	

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. 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.

9/3/2024 Submitted: Telly R. Smith Date:

Date:

Customer

Accepted

## **Terms and Conditions**

- 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.
- 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 B



407.396.0529 tel 407.396.2023 fax

1773 Business Center Lane Kissimmee, FL 34758

www.yellowstonelandscape.com

September 3, 2024

Alan Scheerer Field Manager GMS Cell: 407-398-2890 <u>Ascheerer@gmscfl.com</u>

### Re: Yellowstone Landscape Extension – Reunion East and Reunion West CDD - 10/1/24-9/30/25

Dear Board of Directors and Management Staff,

On behalf of your local Yellowstone Landscape Professionals, I would like to begin by saying "Thank you" for the privilege of serving as your property's landscape maintenance service partner. With the board's approval, we would like to continue our partnership and exercise the last extension available in the original contract. This would extend the contract through end of fiscal year 2025 (10-1-24 through 9-30-25).

Pricing was previously provided to management staff for fiscal year 2025 and you will find that attached. We have implemented a standard 3% increase to cover rising costs of labor, materials, insurance, and other items directly related to servicing your community. With the board's approval, this pricing would go into effect on 10-1-24 through the remainder of final extension.

See attached fee schedule showing breakdowns between Reunion East, Reunion West, Seven Eagles, Reunion Village Ph 1-3, and Reunion Village Ph 4-5. There are portions of Reunion Village listed on fee schedule that are not yet completed, so we will work with management and board to implement pricing listed when areas come online. Please note, that the areas being turned over by Resort to Reunion East CDD (Rec Center, Stables, and Additional Pond) are not listed on this fee schedule as they were presented separately to management.

Your Account Manager Garrett and I are available to answer any specific questions you may have in regards to extension and fee schedule. Again, on behalf of Yellowstone Landscape, thank you for the opportunity to serve your landscape service needs. We look forward to continuing our partnership with you for many years to come!

Sincerely,

Pete Wittman Branch Manager <u>pwittman@yellowstonelandscape.com</u> 407-319-8298

## 2025 Billing Schedule

### Contractor: Yellowstone Landscape

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													
Reunion East	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 39,176.05	\$ 470,112.60
Reunion West	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 10,695.52	\$ 128,346.24
Seven Eagles	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 1,046.48	\$ 12,557.76
Reunion Village Ph. 1-3	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 6,322.14	\$ 75,865.68
Reunion Village Ph. 4-5 Ponds	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 2,969.49	\$ 35,633.88
Reunion Village Ph 4-5 Remaining	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 3,403.00	\$ 40,836.00
BEDDING PLANTS													
Reunion East			\$ 13,728.87			\$ 13,728.87			\$ 13,728.87			\$ 13,728.87	\$ 54,915.48
Reunion Village Ph. 1-3			\$ 1,297.80			\$ 1,297.80			\$ 1,297.80			\$ 1,297.80	\$ 5,191.20
BED DRESSING													
Reunion East											\$ 70,527.19		\$ 70,527.19
Reunion West											\$ 1,495.56		\$ 1,495.56
Seven Eagles											\$ 3,249.65		\$ 3,249.65
Reunion Village Ph. 1-3											\$ 15,536.52		\$ 15,536.52
Reunion Village Ph. 4-5											\$ 1,438.00		\$ 1,438.00
PALM TRIMMING													
Reunion East			\$ 9,180.39			\$ 16,096.84			\$ 10,821.18			\$ 16,096.84	\$ 52,195.25
Reunion West									\$ 471.74				\$ 471.74
Seven Eagles			\$ 464.53			\$ 1,276.17			\$ 464.53			\$ 1,276.17	\$ 3,481.40
Reunion Village Ph. 1-3						\$ 4,233.30						\$ 4,233.30	\$ 8,466.60
TOTAL	\$ 63,612.68	\$ 63,612.68	\$ 88,284.27	\$ 63,612.68	\$ 63,612.68	\$ 100,245.66	\$ 63,612.68	\$ 63,612.68	\$ 90,396.80	\$ 63.612.68	\$ 155,859.60	\$ 100,245.66	\$ 980,320.75

Fiscal Year 2025

\$

\$

\$

\$

\$

Annual Total Reunion East CDD Annual Total Reunion West CDD Annual Total Seven Eagles Annual Total Reunion Village 1-5 ANNUAL GRAND TOTAL

647,750.52 130,313.54 19,288.81

182,967.88 (Remaining Landscape Areas of Phase 4 and 5 total \$ 42,274.00 (General Services and Bed Dressing) - NOT YET COMPLETED 980,320.75

Initials \_\_\_\_\_ \_\_\_\_

### Property: Reunion East, West, Seven Eagles, and Reunion Village

# SECTION C

## LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT (REUNION WEST CDD - ENCORE AT REUNION WEST)

**THIS LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT** ("Agreement") is made and enter into effective as of the 1<sup>st</sup> day of October, 2024 (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 **CREATIVE NORTH, INC.,** a Florida corporation, (hereinafter referred to as "Contractor"), whose address is Creative North, Inc., 1565 Northpark Drive, Suite 102, Weston, FL 33326

## WITNESSETH:

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. <u>DEFINITIONS</u>.

(a) <u>Agreement.</u> The Agreement consists of this Landscape/Grounds Maintenance Services Agreement and the exhibits attached hereto. 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 one of the exhibits attached hereto, the terms of this Agreement (without the conflicting exhibit term(s)) shall prevail.

(b) <u>Services.</u> The term Services as used in this Agreement shall be construed to include all Services set forth in **Exhibit 1** and all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 14 of this Agreement, the changed services set forth therein.

## 2. <u>SCOPE OF WORK</u>.

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as described in **Exhibit 1**, attached hereto and incorporated herein by reference (hereinafter the "Services"). Areas to be included under this Agreement are depicted on the **Exhibit 2** (the "Service Area"), which may be amended by the mutual consent of the District and the Contractor. (b) The following exhibits are applicable to the Services under this

Agreement:

- i. **Exhibit 1** Scope of Work
- ii. Exhibit 2 Service Area Map
- iii. Exhibit 3 Proposal
- iv. **Exhibit 4** Work Authorization Form

3. <u>COMMENCEMENT OF SERVICES</u>. Contractor shall commence its Services on January 1, 2021, and shall perform the same in accordance with any schedules set forth in the Agreement.

## 4. <u>DISTRICT MANAGER</u>.

(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: George Flint; 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. <u>COMPENSATION AND PAYMENTS.</u>

(a) Provided that the Contractor shall strictly perform all of its obligations under this Agreement, the District agrees to pay Contractor for the Services pursuant to the terms set forth in **Exhibit 3** subject only to additions and/or deductions by Work Authorizations as defined in Section 5(b) herein.

(b) Work Authorizations shall mean orders or directives issued by the District in the form attached hereto as **Exhibit 4.** 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 Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor.

(d) The Contractor shall on the 15<sup>th</sup> day of each calendar month deliver to the District an Application for Payment in such form and with such detail as the District requires. Based on the Contractor's Application for Payment, and the approval of the Application for Payment, the District shall make monthly payments to the Contractor. Such monthly payments shall be made on or before the 30<sup>th</sup> day of each calendar month or the 30<sup>th</sup> day after receipt by the District of the Contractor's Application for Payment and any such documentation to verify the amount owed as the District may require, whichever is later; provided, however, that the District shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

(e) District retains the right to reduce any portion of Contractor's Service, or as amended in any Work Authorization. Should this occur, a revised Scope of Work/Services and fee summary will be agreed upon in writing by both District and Contractor.

(f) After the Services are completed, the District shall have the right of an inspection to accept or deny the sufficiency of the Services before payment is required to be made by the District.

## 6. <u>REPRESENTATATIONS, WARRANTIES AND COVENANTS.</u>

(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 any and 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. <u>EMPLOYEES; INDEPENDENT CONTRACTOR STATUS</u>.

(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.

(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. <u>COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES</u>.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all 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 will 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.

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

## 10. <u>PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS</u>.

(a) Contractor understands and agrees that the District is a local unit of special purpose government and as such is subject to certain requirements under, *inter alia*, Chapters 119 and 289, *Florida Statutes*. All documents of any kind relating to this Agreement are the District's property and 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*. If Contractor does not comply with a public records request as required by law, that failure to comply shall be considered a default of this Agreement. 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, 219 E. Livingston Street, Orlando, Florida 32801, (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 AT EMAIL GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

## 11. <u>INSURANCE</u>.

(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 \$2,000,000 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 One Hundred Thousand Dollars (\$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. <u>SOVEREIGN IMMUNITY</u>. 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. <u>INDEMNIFICATION</u>. 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 breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, 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, in the form and manner attached hereto as **Exhibit 4**, 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.

(e) Contractor shall be responsible for the storage of all required maintenance equipment and supplies. No storage facilities are being provided by the District.

## 16. <u>SUSPENSION OR TERMINATION.</u>

(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 (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. <u>SUBCONTRACTORS.</u> 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. <u>TERM</u>. The term of this Agreement commences on the Effective Date and shall proceed until December 31, 2021, in accordance with this Agreement, unless otherwise terminated pursuant to Section 16. Thereafter, the parties shall have the option of renewing this Agreement for two (2) additional one-year periods.

## 19. <u>NOTICE.</u>

(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 GMS-CFL, LLC 219 E. Livingston Street Orlando, Florida 32801 Attn: George Flint, District Manager
Copy to:	LATHAM, LUNA, EDEN & BEAUDINE, LLP 111 N. Magnolia Ave, Suite 1400 Orlando, Florida 32801 Attn: Jan Albanese Carpenter, District Counsel and Molly A. Maggiano, District Counsel
If to Contractor:	CREATIVE NORTH, INC. 1565 Northpark Drive, Suite 102 Weston, FL 33326 <u>Attn: Carlos Villanueva</u>

(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. <u>ATTORNEYS' FEES</u>. 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. <u>GOVERNING LAW AND JURISDICTION</u>. 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. <u>SEVERABILITY</u>. 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. <u>NO WAIVER</u>. 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. <u>NO MODIFICATION</u>. 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. <u>TIME IS OF THE ESSENCE</u>. 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. <u>ARM'S LENGTH TRANSACTION</u>. 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. <u>COUNTERPARTS</u>. 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.

[signatures on following page]

#### **SIGNATURE PAGE TO** LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT

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

## **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**

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

Print:\_\_\_\_\_

Print:\_\_\_\_\_

Chairman /Vice-Chair, Board of Supervisors

**CONTRACTOR**:

WITNESSES:

WITNESSES:

**CREATIVE NORTH, INC., a Florida** corporation

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

Reunion West Community Development District Landscape/Grounds Maintenance Services Agreement (Encore at Reunion West) - 2021

## EXHIBIT 1

Scope of Work

[ATTACHED]

#### EXHIBIT 1

#### SCOPE OF WORK

#### EXHIBIT 1 REUNION SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

#### SCHEDULE "A" – GENERAL SERVICES

#### A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### 1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Zoysia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>.
   Based on this schedule, it is estimated that the contractor will perform 40 mowing cycles per 12-month period for Zoysia turf in the performance of this contract.
- c. Zoysia turf shall be cut with rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing heights will be set at 1½" to 2½" for Zoysia turf and at 3½" to 4½" for Bahia turf. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Due to irrigation regulations and periods of drought, with approval from management, heights may be increased to decrease turf damage.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement

of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

- g. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's expense. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.
- 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

- 3. String Trimming
  - a.) String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed in conjunction with each mowing operation.
  - b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
  - c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.
  - d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.
- 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts, in-ground water meter covers and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, with each section representing one-third of the entire property. Based on three sections that encompass all planted areas throughout property, the contractor will completely detail the entire property once every three weeks or seventeen (17) times annually. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

#### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to the owner's representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning may be required for several varieties of plants annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental grasses are to be haystack cut one time per year.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the owner or owner's representative.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
- j. Pruning of all trees immediately adjacent to street lights to prevent tree limb extension within 5 feet of the light source.

#### 2. Edging

a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground. All Zoysia turf runners must be thoroughly removed during each

occurrence.

- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines in common areas, around homes and within elevated berms or embankments.
- 3. Weed Control
  - a. Bed areas are to be left in a weed free condition after each detail service. While pre and postemergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
  - b. Hardscape cracks and expansion joints in poured concrete or asphalt pavement or in driveway pavers are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.
- C. General
- 1. Policing
  - a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit 3 Extra Services Pricing Summary".
  - b. All litter shall be removed from the property and disposed of off site.
- 2. Communication
  - a. Daily, the contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
  - b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
  - c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management by the 5<sup>th</sup> of each month electronically.
  - d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for scheduled meetings.
- 3. Contractor Personnel
  - a. The Contractor shall have a well-experienced site manager on property at all times with the crew. This person should have extensive knowledge of horticultural practices, and be capable of

properly supervising others. He/she and other supervisors should be in a certain type uniforms that distinguishes them from the crew. The site manager should communicate daily with the property's staff, and submit a report of the crew's accomplishments at the end of each visit to management. In order to maintain continuity, the same site manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.

- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 6:00 PM, with no power equipment operating around guest quarters before 9:00 AM.

#### SCHEDULE "B1" – TURF CARE PROGRAM - ZOYSIA

#### A. Application Schedule - Zoysia

Month	Application
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.

August:	Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
October:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
December:	Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

#### B. Application Requirements

- 1. Fertilization
  - a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
  - b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
  - c. The irrigation system will be fully operational prior to any fertilizer application.
  - d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
- 2. Insect/Disease Control
  - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
  - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- 3. Weed Control
  - a. Weed control will not be limited to only the broadleaf variety under this program.
  - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
- 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

#### SCHEDULE "B" - TURF CARE PROGRAM - BAHIA (If included, see Exhibit 2 Fee Summary)

#### A. Application Schedule

<u>Month</u>	Application
February/March:	Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
April:	Chelated Iron application and Mole Cricket control.
July:	Chelated Iron application and Mole Cricket control.
October:	Complete granular N-P-K fertilizer.
November/December:	Broadleaf weed control to include blanket pre-emergent herbicide application.

#### **B.** Application Requirements

#### 1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
- 2. Insect/Disease Control
  - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
  - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- 3. Weed Control
  - a. Weed control will be limited to the broadleaf variety under this program.

- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
- 4. Warranty

No warranty is provided for Bahia turf.

#### SCHEDULE "C" - TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

#### A. Application Schedule

Month	Application
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

#### **B.** Application Requirements

- 1. Fertilization
  - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
  - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
  - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
  - d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
  - e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
  - f. All palms will be evaluated quarterly for nutrient deficiencies and shall be treated with appropriate nutrients (Boron, Magnesium and Manganese)

- g. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.
- 2. Insect/Disease Control
  - a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
  - b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
  - c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
  - d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
  - e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
  - f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.
- 3. Specialty Palms
  - a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera and Sylvester Date), the contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
  - b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the rootball of specimen palms to de-water them as necessary.
- 4. Warranty

If a plant or tree dies from insect or disease damage or nutrient deficiency, while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium and Fusarium Wilt and Ganoderma that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

#### SCHEDULE "D" - SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

#### Note: All Special Services work is to be performed by supplemental crews

#### A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on the on-going care.

#### 1. Schedule

- a.) All flower beds on the property will be changed four (4) times per year during the months of January, April, July, and October.
- b.) Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c.) All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d.) Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.
- 2. Installation
  - a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
  - b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
  - c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
  - d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
  - e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
  - f. All beds should be covered with 1" layer of Pine Fines after planting.
  - g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
  - h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.
- 3. Maintenance
  - a. Flower beds will be reviewed daily or at each service visit for the following:
    - Removal of all litter and debris.
    - Beds are to remain weed free at all times.
    - All declining blooms are to be removed immediately.

- Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

#### B. Bed Dressing -

- 1. Schedule
  - a. Bed dressing will be replenished in all bed areas in the months of February and March.
  - b. Application will be completed within a six week time period.
- 2. Installation
  - a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
  - b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
  - c. Bed dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
  - d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

#### C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in the months of June and December. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia, Queen, Ribbon, Chinese Fan and Butia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and August/September.

- 4. All palms other than those previously listed and in excess of 12'CT will be trimmed once per year in the months of August /September.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 6. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 7. When trimming, cut the frond close to the trunk without leaving "stubs."

#### SCHEDULE "E" - IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

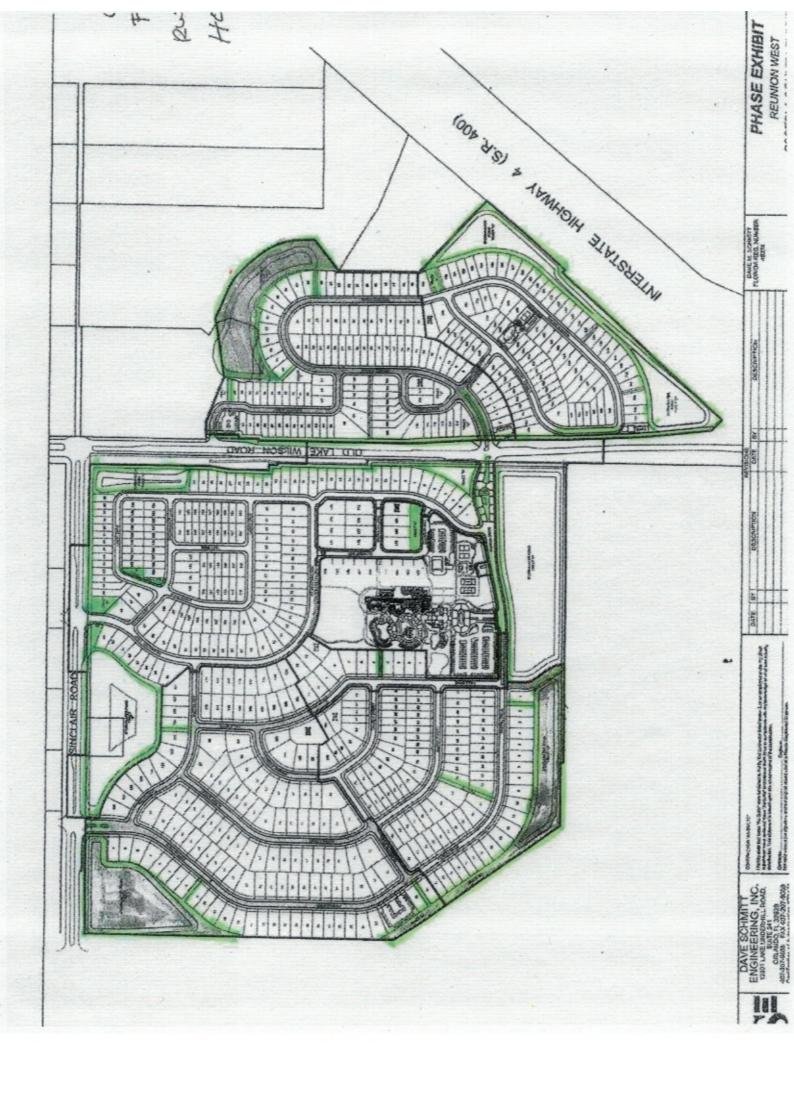
- A. Frequency of Service
  - a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
  - b. The irrigation inspection will be performed continuously each day during the work week.
- B. Specifications
  - 1. Activate each zone of the system.
  - 2. Visually check for any damaged heads or heads needing repair.
  - 3. Clean, straighten or adjust any heads not functioning properly.
  - 4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
  - 5. Report any valve or valve box that may be damaged in any way.
  - 6. Leave areas in which repairs or adjustments are made free of debris.
  - 7. Clean filters located at each drip zone valve monthly.
  - 8. Clean all individual filters located at the pump stations quarterly.
  - 9. Watering schedules are managed by an ET Based system. Schedules are calculated daily based on site weather conditions including ET lost (Solar radiation, humidity, wind and temperature) and rainfall received. Contractor will monitor these inputs daily and communicate any abnormalities that arise to owner or the owner's representative.
  - 10. Contractor will provide a written report of the findings by zone.
- C. Qualifying Statements
  - 1. Repairs
    - a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 Extra Services Pricing Summary".

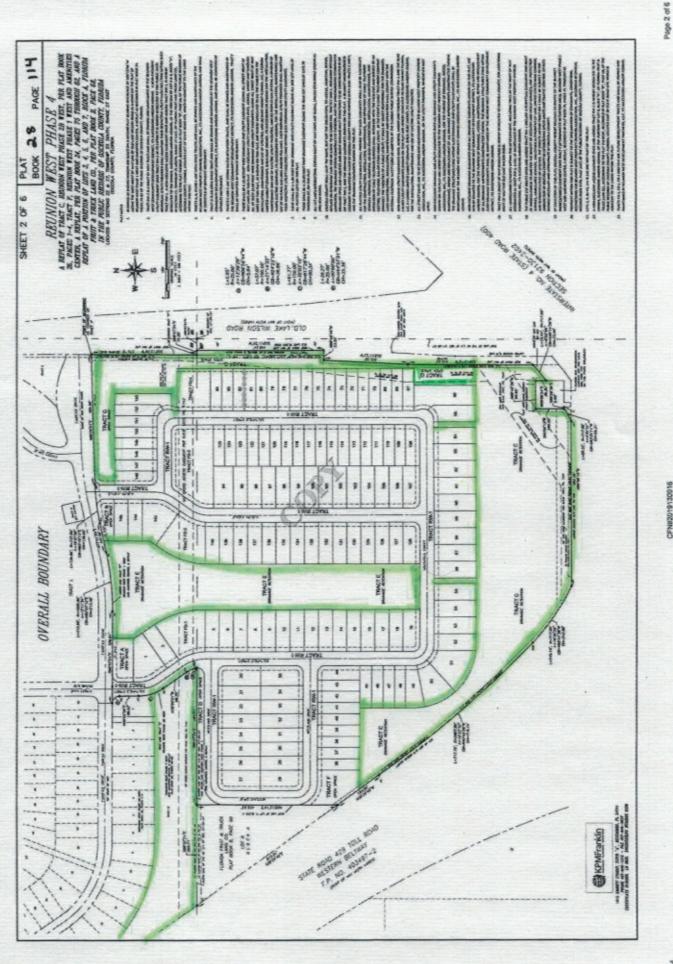
- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the Owner or the Owner's Representative prior to initiating any work.
- 2. Service Calls
  - a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 Extra Services Pricing Summary".
  - b. When not an emergency, request for authorization must be submitted in written form to the Owner's Representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.
- 3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
- 4. Contractor shall employ technicians well versed in the operation, adjustment and troubleshooting problems of a computer-controlled irrigation system.
- 5. Damage resulting from contractor's crews working on the property (i.e. mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
- 6. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, pump station failure, freeze or other acts of God.
- 7. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- 8. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
- 9. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
- 10. Contractor shall take all required readings from meters at pump stations and work with Consultant to file all quarterly and/or semi-annual reports to the water management district.

## EXHIBIT 2

Service Area Map

[ATTACHED]





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## EXHIBIT 3

Proposal

[ATTACHED]

## CREATIVE NORTH, INC.

4084 Staghorn Ln Weston, FL 33332 www. CreativeNorthInc.com

## **Client Information**

Reunion West CDD

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PROPOSAL			
Date	12/7/2020		
Proposal #	RWCDD-12071		

Description	Qty	Rate	Total
REUNION WEST CDD - LANDSCAPE MAINTENANCE PROPOSAL *As per Scope of Work			
Schedule "A" - General Services Schedule "B1" - Turf Care Program - Zoysia Schedule "B" - Turf Care Program - Bahia Schedule "C" - Tree/Shrub Care Program Schedule "D" - Special Services Schedule "E" - Irrigation Maintenance		181,600.00	181,600.0
ank you for the opportunity to do business with you. We look forward to your respons		TOTAL	\$181,600.00

\_\_\_ Date: \_\_\_\_\_

## EXHIBIT 4

## Work Authorization Form

[ATTACHED]

#### WORK AUTHORIZATION FORM

Date: \_\_\_\_\_ Work Authorization No. \_\_\_\_\_

To:

Budget Code: CDD

Pursuant to the Landscape/Grounds Maintenance Services Agreement dated \_\_\_\_\_\_ (the "Agreement"), between the Reunion West Community Development District (the "District") and Creative North, Inc. (the "Contractor"), the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

#### **Description of Work Authorization services:**

#### The following are applicable to this Work Authorization as marked:

A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of

\$\_\_\_\_\_.

B. As a result of this Work Authorization, the Contractor shall be deducted a fee in the amount of

\$\_\_\_\_\_.

C. Contractor shall proceed immediately with this Work Authorization on timely basis in accordance

with the Agreement.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

#### Reunion West Community Development District:

Printed Name/Position:	 	
Date:		

Creative North, Inc.: \_\_\_\_\_

Printed Name/Position:

Date: \_\_\_\_\_

# **SECTION 6**

## AGREEMENT FOR ROAD RESURFACING, ROAD RE-STRIPING AND SPEED TABLE INSTALLATION PROJECT

THIS AGREEMENT FOR ROAD RESURFACING, ROAD RE-STRIPING AND SPEED TABLE INSTALLATION PROJECT (the "Agreement"), effective as of the \_\_\_\_\_\_ day of September, 2024 (the "Effective Date"), between the **REUNION WEST COMMUNITY DEVELOPMENT 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 (the "District"), and **ALL COUNTY PAVING, INC.**, a Florida corporation, whose principal address is 1180 SW 10<sup>th</sup> Street, Delray Beach, Florida 33444 (the "Contractor").

## WITNESSETH:

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. <u>DEFINITIONS</u>.

(a) <u>Agreement.</u> The Agreement consists of: (i) this Agreement; (ii) the Contractor's bid document, dated \_\_\_\_\_\_, attached hereto as Exhibit "A" (the "Proposal"); and (iii) the [Invitation to Bid/Project Manuel] packet, attached hereto as Exhibit "B" (the "Bid Packet"). 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 Paragraph 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

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

## 2. <u>SCOPE OF SERVICES</u>.

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

3. <u>COMMENCEMENT OF SERVICES AND TERM</u>. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the terms herein, including the Bid Packet, 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. The Contractor agrees that it shall reach substantial completion of the Services within \_\_\_\_\_\_ calendar days from the Effective Date, excluding federal public holidays. The Contractor agrees that it shall reach total completion of the Services within \_\_\_\_\_ calendar days from the Effective Date, excluding federal public holidays.

## 4. <u>DISTRICT MANAGER</u>.

(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 Paragraph 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. <u>COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO</u> <u>FINAL PAYMENT</u>.

(a) The District agrees to pay the Contractor for the Services in the total amount of \_\_\_\_\_\_, after the Services have been invoiced to the District Manager by the Contractor upon completion and have been inspected 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 Paragraph 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 Paragraph 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 Paragraph 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

## 6. <u>REPRESENTATATIONS, WARRANTIES AND COVENANTS.</u>

(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.

(c) The Contractor agrees that it shall perform the Services within the hours of 7 a.m. to 7 p.m. on Monday through Friday only and the Contractor agrees that the Services shall not be performed on federal public holidays, unless the Contractor has received the District's written consent.

## 7. <u>EMPLOYEES; INDEPENDENT CONTRACTOR STATUS</u>.

(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 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 Paragraph 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. <u>COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES</u>.

(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: traffic calming, 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. <u>PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.</u>

(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.

QUESTIONS REGARDING CONTRACTOR HAS IF THE 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, 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 Services 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. <u>SOVEREIGN IMMUNITY</u>. 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. <u>INDEMNIFICATION</u> 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. The Contractor warrants that the Services provided herein shall be free from any defects in workmanship. Contractor agrees to a warranty for a period of one year on the parts and labor related to the Services (including to repair any deficiencies, fixes or touch-ups needed).

## 14. <u>MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES</u>.

(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 Paragraph 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-ofway, 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. <u>SUSPENSION OR TERMINATION.</u>

(a) The 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. <u>SUBCONTRACTORS.</u> 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. <u>COMPLIANCE WITH E-VERIFY SYSTEM</u>

(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 Statues*. 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 Services, 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 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. <u>NOTICE.</u>

(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: Kristen Trucco, Esq., District Counsel Telephone: (407) 481-5806
If to Contractor:	All County Paving, Inc. 1180 SW 10 <sup>th</sup> Street Delray Beach, Florida 33444 Attention: Carlos Rodriguez Telephone: (407) 625-7328 Email: <u>crodriguez@allcountypaving.com</u>

(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. <u>ATTORNEYS' FEES</u>. 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. <u>GOVERNING LAW AND JURISDICTION</u>. 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. <u>SEVERABILITY</u>. 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. <u>NO WAIVER</u>. 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. <u>NO MODIFICATION</u>. 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. <u>TIME IS OF THE ESSENCE</u>. The time for delivery and/or completion of the Services to be performed under the Agreement shall be of the essence of the Agreement.

26. <u>ARM'S LENGTH TRANSACTION</u>. 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 FOR ROAD RESURFACING, ROAD RE-STRIPING AND SPEED TABLE INSTALLATION PROJECT

**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:**

## ALL COUNTY PAVING, INC.

By:		_	
Print:			
Title:			

## EXHIBIT "A"

## PROPOSAL

[Attached.]

### EXHIBIT "B"

### **BID PACKET**

[Attached.]

#### AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

#### STATE OF FLORIDA

County of \_\_\_\_\_

In accordance with Section 787.06(13), *Florida Statutes*, the undersigned, on behalf of ALL COUNTY PAVING, INC. (the "Contractor"), hereby attests under penalty of perjury that, the Contractor, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of the Contractor.

Date: September \_\_, 2024

#### ALL COUNTY PAVING, INC.

Signed: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by \_\_\_\_\_\_, as \_\_\_\_\_ of All County Paving, Inc. Said person is (*check one*)  $\Box$  personally known to me or  $\Box$  has produced a valid driver's license as identification.

[Notary Seal]

Signature of person taking acknowledgment Name (typed, printed or stamped):\_\_\_\_\_ Title or Rank:\_\_\_\_\_ Serial number (if any):\_\_\_\_\_

# SECTION 7

# SECTION D

# SECTION I

# **Reunion East Action Items**

Meeting				
Assigned	Action Item	Assigned To	Status	Comments
2/13/20	Access to Reunion Village/Davenport Creek	Curley/Sebeerer	In Process	Meyer construction portion of project completed July 2023. ACT/Guardian agreement executed. Permitting with Osceola County issued for construction. Permit for electrical work issued. Directional bore pending. Change order for access control to be presented to BOS 09.12.2024.
2/13/20	Bridge	Curley/Scheerer	FIUCESS	003 03.12.2024.
	Pavement Management & Traffic Calming	Curley	In Process	Agreement to be presented to BOS 09.12.2024.

				BOS approved proposal March 2024 for fountain refurbishment at fountain #1. UCC Agreement executed and work started August 7 and still in progress. Estimated completion time November.
	Seven Eagles Fountain		In	Garden redesign for
1/9/23	Replacement	Scheerer	Process	fountain #2 deferred.
5/22/23	RFID & Transponder at Reunion Village Gate	Scheerer	In Process	Approved 07.13.2023; RFID/prox card reader installed - transponder reader installed - dataline needs troubleshooting but pending legal work to verify ownership of guard house.
5/22/25				· ·
	Determine Best Use of		In	Consultative appraisal in
6/8/23	The Stables Parcel		Process	process.

8/10/23	Seven Eagles Fitness Center Mats & Equipment	Scheerer	In Process	Flooring proposal for \$7,690 received. Recommend to install in tandem with new equipment. Equipment proposal approved 07.11.2024; agreement fully executed 08.05.2024. Installation date pending confirmation but tentative early November. KORR terminated
9/14/23	Bid Amenity Janitorial	Scheerer	In Process	agreements. Proposals to be reviewed 09.12.2024.
10/12/23	Confirm Intersection Design and Timing for OLWR & Spine Rd Intersection Improvement with OC	Curley	In Process	
10/12/23	KORR petition to consider property conveyance from RE to KORR	Trucco, Boyd	In Process	Developer funding agreement in place, request under review.
12/14/23	Vertical Bridge for Access Easement to FDOT Parcel for Cell Tower	Trucco, Boyd	In Process	Developer funding agreement approved. Offer reviewed 04.11.2024.

12/14/23	Review Property Ownership in Accordance with Development Plan	Trucco	In Process	
2/8/24	Sidewalk Installation Project	Scheerer	In Process	FY2025 Project. Proposal under review. Construction agreement needs to be considered.
7/11/24	HC & Stables Management Transition	Adams/Scheerer	In process	CDD to take over 10.01.2024. Proposed Budget under review

	Reunion West Action Items								
Meeting Assigned	Action Item Assigned To Sta			Comments					
1/13/22	Monitor Residential/ Industrial/Commercial Development Nearby Reunion			https://permits.osceola.org/Citizen Access/Default.aspx Parcel Numbers: 282527000000600000 51.02 acres 332527000000500000 52.55 acres 3325273160000A0090 19.04 acres					
12/9/21	Monitor Sinclair Road Extension Project			<u>www.Osceola.org/go/sinclai</u> <u>rroad</u>					
	Monitor Old Lake Wilson Road Improvement Project			<u>www.improveoldlakewilsonroad.co</u> <u>m</u>					
	Pavement Management & Traffic Calming	Curley	In Process	Agreement to be presented to BOS 09.12.2024.					

8/10/23	Traffic Enforcement Agreement with OC (RE and RW)	Trucco	In Process	
12/14/23	Playground Project in RWCDD Encore Neighborhood	Scheerer	In Process	FY2025 Project.
2/8/24	Sidewalk Installation Project	Scheerer	In Process	FY2025 Project. Proposal under review. Construction agreement needs to be considered

# SECTION II

# Reunion West Community Development District

## Summary of Invoices

### August 01, 2024 - August 31, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	8/8/24	2374-2381	\$ 22,932.71
	8/15/24	2382-2387	\$ 40,466.70
	8/21/24	2388	\$ 2,472.00
			\$ 65,871.41
Payroll			
	<u>August 2024</u>		
	Graham Staley	50657	\$ 184.70
	Mark Greenstein	50658	\$ 184.70
	Michael Barry	50659	\$ 184.70
	Sharon Harley	50660	\$ 184.70
			\$ 738.80
	TOTAL		\$ 66,610.21

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE *** CHECK DATES 08/01/2024 - 08/31/2024 *** REUNION WEST-GENERAL FUND BANK A GENERAL FUND	R CHECK REGISTER	RUN 9/05/24	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/08/24 00051 8/01/24 4074 202407 310-51300-31100 MTG/WHITEMARCH COVE/SPEED	*	3,300.28	
BOYD CIVIL ENGINEERING			3,300.28 002374
8/08/24 00066 6/04/24 RWCDD053 202405 300-13100-10100	*	52.67	
6/04/24 RWCDD053 202405 320-53800-46500	*	41.38	
RPR RAIN BIRD-MARKER AVE 8/01/24 RWCDDMMA 202408 300-13100-10100 LANDSCAPE MAINT AUG24	*	8,474.66	
8/01/24 RWCDDMMA 202408 320-53800-47300	*	6,658.67	
LANDSCAPE MAINT AUG24 8/02/24 RWCDD073 202407 300-13100-10100	*	114.39	
RPR ROTOR-SINCLAI/OLD LAK 8/02/24 RWCDD073 202407 320-53800-46500	*	89.87	
RPR ROTOR-SINCLAI/OLD LAK CREATIVE NORTH INC			15,431.64 002375
8/08/24 00031 8/01/24 08012024 202408 300-20700-10400	*	57.83	
FY24 DEBT SRVC SER2015 REUNION WEST C/O USBANK			57.83 002376
8/08/24 00031 8/01/24 08012024 202408 300-20700-10500	*	95.18	
FY24 DEBT SRVC SER2016 REUNION WEST C/O USBANK			95.18 002377
8/08/24 00031 8/01/24 08012024 202408 300-20700-10600	*	89.07	
FY24 DEBT SRVC SER2017 REUNION WEST C/O USBANK			89.07 002378
8/08/24 00031 8/01/24 08012024 202408 300-20700-10700 FY24 DEBT SRVC SER2019	*	77.57	
FY24 DEBI SRVC SER2019 REUNION WEST C/O USBANK			77.57 002379
8/08/24 00031 8/01/24 08012024 202408 300-20700-10800 FY24 DEBT SRVC SER2022	*	188.76	
FY24 DEBI SRVC SER2022 REUNION WEST C/O USBANK			188.76 002380
8/08/24 00069 7/31/24 RW202473 202407 300-13100-10100	*	793.73	
MTHLY GATE REPAIRS JUL24 7/31/24 RW202473 202407 320-53800-57400	*	623.65	
MTHLY GATE REPAIRS JUL24 8/01/24 4870217 202408 300-13100-10100 SECURDATIV COCK SUADE AUC24	*	1,274.00	
SECURITY COST SHARE AUG24 8/01/24 4870217 202408 320-53800-34500 SECURITY COST SHARE AUG24	*	1,001.00	
	NC		3,692.38 002381

REUW REUNION WEST TVISCARRA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGIST *** CHECK DATES 08/01/2024 - 08/31/2024 *** REUNION WEST-GENERAL FUND BANK A GENERAL FUND	ER RUN 9/05/24	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
8/15/24 00066 8/06/24 RWCDD070 202408 300-13100-10100 * RPLC 8 CYPRESS TREES PH4	1,680.00	
8/06/24 RWCDD070 202408 320-53800-47400 *	1,320.00	
RPLC 8 CYPRESS TREES PH4 CREATIVE NORTH INC		3,000.00 002382
8/15/24 00020 8/01/24 591 202408 310-51300-34000 *	4,106.42	
MANAGEMENT FEES AUG24 8/01/24 591 202408 310-51300-35200 *	100.00	
WEBSITE ADMIN AUG24 8/01/24 591 202408 310-51300-35100 *	150.00	
INFORMATION TECH AUG24 8/01/24 591 202408 310-51300-31300 *	833.33	
DISSEMINATION FEE AUG24 8/01/24 591 202408 310-51300-51000 *	.24	
OFFICE SUPPLIES 8/01/24 591 202408 310-51300-42000 *	27.25	
POSTAGE 8/01/24 591 202408 310-51300-42500 *	14.25	
COPIES 8/01/24 592 202408 320-53800-12000 *	2,822.00	
FIELD MANAGEMENT AUG24 GOVERNMENTAL MANAGEMENT SERVICES		8,053.49 002383
8/15/24 00043 8/13/24 130474 202408 310-51300-31500 *	23,978.73	
EXHIBIT/COMPLAINT LIT/PLT LATHAM,LUNA,EDEN & BEAUDINE,LLP		23,978.73 002384
8/15/24 00036 8/01/24 2003 202407 320-53800-43100 * TOHO METER#62644090 JUL24	72.19	
8/01/24 2004 202407 320-53800-43000 * DUKEENERGY#9100 8323 9862	72.80	
8/01/24 2005 202407 320-53800-43000 *	672.17	
DUKEENERGY#9100 8324 0443 REUNION RESORT		817.16 002385
8/15/24 00069 8/06/24 RW202473 202407 300-13100-10100 * MTHLY GATE REPAIRS JUL24 *	141.93	
8/06/24 RW202473 202407 320-53800-57400 *	111.51	
MINLI GAIE REPAIRS JULZ4 REUNION WEST PROPERTY OWNERS INC		253.44 002386
8/15/24 00041 5/24/24 7334233 202405 310-51300-32300 * TRUSTEE FEES - SER.2015	4,363.88	
IRUSIEE FEES - SER. 2015 US BANK		4,363.88 002387

REUW REUNION WEST TVISCARRA

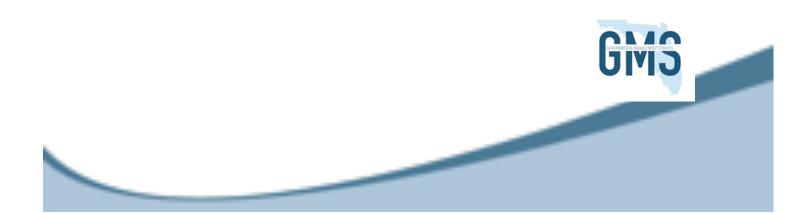
*** CHECK DATES 08/01/2024 - 08/31/2024 *** REUNION W	3 PAYABLE PREPAID/COMPUTER CHECK REGISTER WEST-GENERAL FUND ENERAL FUND	RUN 9/05/24 PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUB	VENDOR NAME STATUS SCLASS	AMOUNTCHECK AMOUNT #
8/21/24 00043 8/13/24 130473 202407 310-51300-31500 MTG/LIC.AGR/EXECUTE AGR	*	2,472.00
LATHAM	1,LUNA,EDEN & BEAUDINE,LLP	2,472.00 002388
	TOTAL FOR BANK A	65,871.41
	TOTAL FOR REGISTER	65,871.41

REUW REUNION WEST TVISCARRA

# SECTION III

Community Development District

## Unaudited Financial Reporting July 31, 2024



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8	Debt Service Series 2016 Income Statement
9	Debt Service Series 2017 Income Statement
10	Debt Service Series 2019 Income Statement
11	Debt Service Series 2022 Income Statement
12	Capital Projects Series 2019 Income Statement
13	Long Term Debt
14	FY24 Assessment Receipt Schedule

**Community Development District** 

Balance Sheet

July 31, 2024

							-			
		General	Replacem	ent & Maintenance		Debt Service	Сар	ital Projects	6	Totals
		Fund		Fund		Fund		Fund	Gove	rnmental Funds
Assets:										
Cash - Truist	\$	138,175	\$	90,062	\$	-	\$	-	\$	228,237
Investments:										
Series 2015										
Reserve	\$	-	\$	-	\$	166,175	\$	-	\$	166,175
Revenue	\$	-	\$	-	\$	219,006	\$	-	\$	219,006
Series 2016										
Reserve	\$	-	\$	-	\$	299,073	\$	-	\$	299,073
Revenue	\$	-	\$	-	\$	508,790	\$	-	\$	508,790
Prepayment	\$	-	\$	-	\$	25	\$	-	\$	25
Series 2017										
Reserve	\$	-	\$	-	\$	276,712	\$	-	\$	276,712
Revenue	\$	-	\$	-	\$	458,613	\$	-	\$	458,613
Prepayment	\$	-	\$	-	\$	2,695	\$	-	\$	2,695
Series 2019										
Reserve	\$	-	\$	-	\$	331,953	\$	-	\$	331,953
Revenue	\$	-	\$	-	\$	225,639	\$	-	\$	225,639
Construction	\$	-	\$	-	\$	-	\$	112,446	\$	112,446
Series 2022										
Reserve	\$	-	\$	-	\$	259,938	\$	-	\$	259,938
Revenue	\$	-	\$	-	\$	368,984	\$	-	\$	368,984
Investment - Custody	\$	3,094	\$	-	\$	-	\$	-	\$	3,094
SBA - Operating	\$	1,012,374	\$	-	\$	-	\$	-	\$	1,012,374
SBA - Reserve	\$	-	\$	876,628	\$	-	\$	-	\$	876,628
Due from General Fund	\$	-	\$	-	\$	508	\$	-	\$	508
Due from Reunion East	\$	45,370	\$	524	\$	-	\$	-	\$	45,894
Prepaid Expenses	\$	575	\$	-	\$	-	\$	-	\$	575
Total Assets	\$	1,199,589	\$	967,214	\$	3,118,110	\$	112,446	\$	5,397,359
Liabilities:										
Accounts Payable	\$	13,219	\$	-	\$	-	\$	-	\$	13,219
Due to Debt Service 2015	\$	58	\$	-	\$	-	\$	-	\$	58
Due to Debt Service 2016	\$	95	\$	-	\$	-	\$	-	\$	95
Due to Debt Service 2017	\$	89	\$	-	\$	-	\$	-	\$	89
Due to Debt Service 2017	\$	78	\$	-	\$	-	\$	-	\$	78
Due to Debt Service 2022	\$	189	\$	-	\$	-	\$	-	\$	189
Due to Reunion East	\$	163,256	\$	20,222	\$	-	\$	-	\$	183,479
	Ŷ		Ŷ	20,222	Ψ		Ψ		Ψ	100,179
Total Liabilities	\$	176,984	\$	20,222	\$	-	\$	-	\$	197,206
Fund Balances:										
Assigned For Debt Service 2015	\$	-	\$	-	\$	385,238	\$	-	\$	385,238
Assigned For Debt Service 2016	\$	-	\$	-	\$	807,983	\$	-	\$	807,983
Assigned For Debt Service 2017	\$	-	\$	-	\$	738,109	\$	-	\$	738,109
Assigned For Debt Service 2019	\$	-	\$	-	\$	557,669	\$	-	\$	557,669
Assigned For Debt Service 2022	\$	-	\$	-	\$	629,111	\$	-	\$	629,111
Assigned For Capital Projects 2019	\$	-	\$	-	\$	-	\$	112,446	\$	112,446
Unassigned	\$	1,022,605	\$	946,991	\$	-	\$	-	\$	1,969,596
Total Fund Balances	\$	1,022,605	\$	946,991	\$	3,118,110.44	\$	112,446	\$	5 200 152
i otal Fullu Dalailles	\$	1,022,005	φ	740,771	Þ	3,110,110.44	Ф	112,440	Φ	5,200,152
Total Liabilities & Fund Equity	\$	1,199,589	\$	967,214	\$	3,118,110	\$	112,446	\$	5,397,359

#### **Community Development District**

**General Fund** 

# Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2024

	Adopted		orated Budget		Actual		
	Budget	Th	ru 07/31/24	Th	ru 07/31/24	I	/ariance
Revenues:							
Assessments - Tax Roll	\$ 1,780,770	\$	1,780,770	\$	1,803,862	\$	23,092
nterest	\$ 5,000	\$	4,167	\$	39,631	\$	35,46
Miscellaneous Revenues	\$ -	\$	-	\$	1,281	\$	1,28
Rental Income	\$ 2,200	\$	1,833	\$	8,250	\$	6,417
Fotal Revenues	\$ 1,787,970	\$	1,786,770	\$	1,853,025	\$	66,255
Expenditures:							
Administrative:							
Supervisor Fees	\$ 12,000	\$	10,000	\$	7,000	\$	3,000
FICA Expense	\$ 918	\$	765	\$	536	\$	230
Engineering Fees	\$ 8,000	\$	6,667	\$	16,458	\$	(9,792
District Counsel	\$ 35,000	\$	29,167	\$	67,145	\$	(37,979
Annual Audit	\$ 9,600	\$	9,600	\$	9,600	\$	
Arbitrage	\$ 2,250	\$	2,250	\$	4,050	\$	(1,800
Trustee Fees	\$ 19,880	\$	8,081	\$	8,081	\$	
Dissemination Agent	\$ 10,000	\$	8,333	\$	8,333	\$	(
Assessment Administration	\$ 7,500	\$	7,500	\$	7,500	\$	
Management Fees	\$ 49,277	\$	41,064	\$	41,064	\$	(0
Information Technology	\$ 1,800	\$	1,500	\$	1,500	\$	
Website Maintenance	\$ 1,200	\$	1,000	\$	1,000	\$	
Telephone	\$ 100	\$	83	\$	-	\$	83
Postage	\$ 1,500	\$	1,250	\$	465	\$	785
insurance	\$ 11,760	\$	11,760	\$	10,584	\$	1,176
Printing & Binding	\$ 500	\$	417	\$	16	\$	400
Legal Advertising	\$ 5,000	\$	4,167	\$	1,832	\$	2,334
Other Current Charges	\$ 600	\$	500	\$	240	\$	261
Office Supplies	\$ 250	\$	208	\$	41	\$	167
Property Appraiser Fee	\$ 750	\$	750	\$	648	\$	102
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	
Total Administrative:	\$ 178,060	\$	145,237	\$	186,269	\$	(41,032

#### **Community Development District**

**General Fund** 

# Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2024

Maintenance         Signature		Adopted	Pro	orated Budget		Actual	
Field Maintenance       \$       33,864       \$       28,220       \$       28,220       \$         Management Services Agreement       \$       7,150       \$       5,958       \$       5,958       \$         Telephone       \$       6,600       \$       5,500       \$       5,021       \$         Electric       \$       290,400       \$       228,132       \$       \$         Water & Sewer       \$       31,852       \$       26,543       \$       23,856       \$         Pool & Fountain Maintenance       \$       158,576       \$       132,147       \$       139,966       \$       \$         Pool & Fountain Maintenance       \$       11,000       \$       9,167       \$       8,982       \$       \$         Property Insurance       \$       44,602       \$       44,602       \$       44,602       \$       44,602       \$       404,423       \$ <th></th> <th>Budget</th> <th>Th</th> <th>ru 07/31/24</th> <th>Th</th> <th>ru 07/31/24</th> <th>Variance</th>		Budget	Th	ru 07/31/24	Th	ru 07/31/24	Variance
Management Services Agreement       \$       7,150       \$       5,958       \$       5,958       \$         Felephone       \$       6,600       \$       5,500       \$       5,021       \$         Felephone       \$       290,400       \$       242,000       \$       238,132       \$         Water & Sewer       \$       31,852       \$       26,543       \$       23,856       \$         Gas       \$       37,400       \$       31,167       \$       31,064       \$         Pool & Fountain Maintenance       \$       11,000       \$       9,167       \$       8,982       \$         Property Insurance       \$       44,602       \$       44,602       \$       44,623       \$       40,423       \$       \$         Landscape - Contingency       \$       22,000       \$       18,333       \$       24,776       \$       \$         Lighting       \$       4,400       \$       3,667       \$       5,089       \$       \$         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       16,442       \$         Building Repairs & Maintenance       \$       13,200	<u> Maintenance - Shared Expenses</u>						
Telephone       \$       6,600       \$       5,500       \$       5,021       \$         Electric       \$       290,400       \$       242,000       \$       238,132       \$         Water & Sewer       \$       31,852       \$       26,543       \$       238,566       \$         Gas       \$       \$37,400       \$       31,167       \$       31,064       \$         Pool & Fountain Maintenance       \$       158,576       \$       132,147       \$       139,866       \$         Pool & Fountain Maintenance       \$       11,000       \$       9,167       \$       8,982       \$         Property Insurance       \$       44,602       \$       44,822       \$       Landscape - Contract       \$       495,042       \$       412,535       \$       404,423       \$       Landscape - Contract       \$       495,042       \$       413,333       \$       24,478       \$       (1         Radways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1         Reader & Gathouse Maintenance       \$       8,800       \$       7,333       \$       18,649       (1	Field Maintenance	\$ 33,864	\$	28,220	\$	28,220	\$
Electric       \$       290,400       \$       242,000       \$       238,132       \$         Water & Sewer       \$       31,852       \$       26,543       \$       23,856       \$         Gas       \$       37,400       \$       31,167       \$       31,064       \$         Pool & Fountain Maintenance       \$       11,000       \$       9,167       \$       8,982       \$       \$         Property Insurance       \$       44,602       \$       44,602       \$       40,423       \$       \$         Landscape - Contract       \$       4495,042       \$       412,535       \$       404,423       \$	Management Services Agreement	\$ 7,150	\$	5,958	\$	5,958	\$ 0
Water & Sewer       \$       31,852       \$       26,543       \$       23,856       \$         Gas       \$       37,400       \$       31,167       \$       31,064       \$         Pool & Fountain Maintenance       \$       158,576       \$       132,147       \$       139,866       \$         Pool Maintenance       \$       11,000       \$       9,167       \$       8,982       \$         Property Insurance       \$       44,602       \$       446,02       \$       48,226       \$       \$         Landscape - Contract       \$       495,042       \$       412,535       \$       404,423       \$         Landscape - Contragency       \$       22,000       \$       18,333       \$       24,478       \$       \$         Gate & Gatehouse Maintenance       \$       22,000       \$       18,333       \$       34,574       \$       \$         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       \$         Building Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$       \$         Contract Cleaning <t< td=""><td>Telephone</td><td>\$ 6,600</td><td>\$</td><td>5,500</td><td>\$</td><td>5,021</td><td>\$ 479</td></t<>	Telephone	\$ 6,600	\$	5,500	\$	5,021	\$ 479
Gas       \$ 37,400       \$ 31,167       \$ 31,064       \$         Pool & Fountain Maintenance       \$ 158,576       \$ 132,147       \$ 139,866       \$         Pool & Fountain Maintenance       \$ 11,000       \$ 9,167       \$ 8,992       \$         Property Insurance       \$ 44,602       \$ 44,602       \$ 44,226       \$       Intrigation Repairs & Maintenance       \$ 11,000       \$ 9,167       \$ 12,591       \$       Intrigation Repairs & Maintenance       \$ 22,000       \$ 18,333       \$ 24,478       \$       Intrigation Repairs & Maintenance       \$ 22,000       \$ 18,333       \$ 24,478       \$       Intrigation Repairs & Maintenance       \$ 22,000       \$ 18,333       \$ 24,478       \$       Intrigation Repairs & Maintenance       \$ 22,000       \$ 18,333       \$ 34,574       \$ (100)         Roadways/Sidewalks/Bridge       \$ 11,000       \$ 9,167       \$ 7,974       \$       \$       Intrigation Repairs & Maintenance       \$ 8,800       \$ 7,333       \$ 18,649       \$ (11)         Pressure Washing       \$ 22,000       \$ 183,33       \$ 19,131       \$ <td< td=""><td>Electric</td><td>\$ 290,400</td><td>\$</td><td>242,000</td><td>\$</td><td>238,132</td><td>\$ 3,868</td></td<>	Electric	\$ 290,400	\$	242,000	\$	238,132	\$ 3,868
Pool & Fountain Maintenance       \$       158,576       \$       132,147       \$       139,866       \$         Pond Maintenance       \$       11,000       \$       9,167       \$       8,982       \$         Property Insurance       \$       14,602       \$       44,602       \$       44,226       \$       \$         Landscape - Contract       \$       495,042       \$       412,535       \$       404,423       \$         Landscape - Contingency       \$       22,000       \$       18,333       \$       24,478       \$       (1)         Raadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Raadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Raadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       5,089       \$       (1)         Raadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       5,089       \$       (1)         Raadways/Sidewalks/Bridge       \$       13,200       \$       18,333       \$       1,538       \$       (1)	Water & Sewer	\$ 31,852	\$	26,543	\$	23,856	\$ 2,687
Prond Maintenance       \$       11,000       \$       9,167       \$       8,982       \$         Property Insurance       \$       44,602       \$       44,602       \$       48,226       \$       1         Indiscape Contract       \$       11,000       \$       9,167       \$       12,591       \$       1         Landscape Contract       \$       4495,042       \$       412,535       \$       404,423       \$         Cate & Gatehouse Maintenance       \$       22,000       \$       18,333       \$       24,478       \$       (1         Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       (1)         Pressure Washing       \$       22,000       \$       18,333       \$       9,1131       \$       (1)         Maintenance (Inspections)       \$       22,000       \$       18,333       \$       3,4204       \$       (	Gas	\$ 37,400	\$	31,167	\$	31,064	\$ 103
Property Insurance       \$       44,602       \$       44,602       \$       44,602       \$       44,602       \$       44,602       \$       44,226       \$       Intrigation Repairs & Maintenance       \$       11,000       \$       9,167       \$       12,591       \$       Intrigation Repairs & Maintenance       \$       495,042       \$       412,535       \$       404,423       \$       Intrigation Repairs & Maintenance       \$       22,000       \$       18,333       \$       24,478       \$       Intrigation Repairs & Maintenance       \$       22,000       \$       18,333       \$       24,478       \$       Intrigation Repairs & Maintenance       \$       22,000       \$       18,333       \$       24,478       \$       Intrigation Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       Intrigation Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       Intrigation Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       Intrigation Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$       \$       \$       1,253       \$       Intritrit & S <td>Pool &amp; Fountain Maintenance</td> <td>\$ 158,576</td> <td>\$</td> <td>132,147</td> <td>\$</td> <td>139,866</td> <td>\$ (7,719</td>	Pool & Fountain Maintenance	\$ 158,576	\$	132,147	\$	139,866	\$ (7,719
irrigation Repairs & Maintenance       \$       11,000       \$       9,167       \$       12,591       \$       1         Landscape - Contract       \$       495,042       \$       412,535       \$       404,423       \$         Landscape - Contract       \$       495,042       \$       412,535       \$       404,423       \$         Landscape - Contingency       \$       22,000       \$       18,333       \$       24,478       \$       (1         Gate & Gatehouse Maintenance       \$       22,000       \$       18,333       \$       34,574       \$       (1         Kaadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$         Lighting       \$       4,400       \$       3,667       \$       5,089       \$       (1         Readways/Sidewalks/Bridge       \$       11,000       \$       14,243       \$       (1         Building Repairs & Maintenance       \$       13,200       \$       11,000       \$       14,244       \$       \$         Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$       \$       \$       \$ <t< td=""><td>Pond Maintenance</td><td>\$ 11,000</td><td>\$</td><td>9,167</td><td>\$</td><td>8,982</td><td>\$ 185</td></t<>	Pond Maintenance	\$ 11,000	\$	9,167	\$	8,982	\$ 185
Landscape - Contract \$ 495,042 \$ 412,535 \$ 404,423 \$ Landscape - Contract \$ 22,000 \$ 18,333 \$ 24,478 \$ (1) Cate & Gatehouse Maintenance \$ 22,000 \$ 18,333 \$ 34,574 \$ (1) Roadway/Sidewalk/Bridge \$ 11,000 \$ 9,167 \$ 7,974 \$ (1) Building Repairs & Maintenance \$ 8,800 \$ 7,333 \$ 18,649 \$ (1) Pressure Washing \$ 22,000 \$ 18,333 \$ 19,131 \$ (1) Maintenance (Inspections) \$ 220 \$ 183 \$ 1,538 \$ (1) Maintenance (Inspections) \$ 220 \$ 183 \$ 1,538 \$ (1) Maintenance \$ 6,116 \$ 5,097 \$ 5,002 \$ (1) Contract Cleaning \$ 46,024 \$ 38,353 \$ 34,204 \$ (1) Friess Center Repairs & Maintenance \$ 6,116 \$ 5,097 \$ 5,002 \$ (1) Operating Supplies \$ 1,100 \$ 916 \$ - \$ (1) Signage \$ 4,400 \$ 3,667 \$ 11,444 \$ (1) Security \$ 94,102 \$ 78,418 \$ 61,343 \$ 1 Parking Violation Tags \$ 220 \$ 183 \$ - \$ (1) Total Maintenance - Shared Expenses \$ 1,383,067 \$ 1,159,990 \$ 1,171,186 \$ (1) Reserves Capital Reserve Transfer \$ 420,707 \$ 400,000 \$ 400,000 \$ (1) Excess Revenues (Expenditures) \$ 1,981,834 \$ 1,705,227 \$ 1,757,456 \$ (2) Excess Revenues (Expenditures) \$ (193,864 \$ 927,035 + 1) Fund Balance - Beginning \$ 193,864 \$ 927,035 + 100 \$ 927,035 + 100 \$ 927,035 + 100 \$ 916 \$ 927,035 + 10	Property Insurance	\$ 44,602	\$	44,602	\$	48,226	\$ (3,624
Landscape - Contingency       \$       22,000       \$       18,333       \$       24,478       \$       1         Gate & Gatehouse Maintenance       \$       22,000       \$       18,333       \$       24,478       \$       (1         Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       (1)         Pressure Washing       \$       22,000       \$       18,333       \$       19,131       \$       (1)         Maintenance (Inspections)       \$       220       \$       183       \$       1,538       \$       (1)         Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$       0       0       1,424       \$       1       0       5       0       0       \$       -       \$       5       0       0       1,424       \$       1       5       0       0       0	Irrigation Repairs & Maintenance	\$ 11,000	\$	9,167	\$	12,591	\$ (3,424
Gate & Gatehouse Maintenance       \$       22,000       \$       18,333       \$       34,574       \$       (1         Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$       (1)         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       (1)         Pressure Washing       \$       22,000       \$       183       \$       19,131       \$       (1)         Maintenance       \$       8,800       \$       7,333       \$       19,131       \$       (1)         Maintenance       \$       22,00       \$       183       \$       1,538       \$       (1)         Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$       \$         Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$	Landscape - Contract	\$ 495,042	\$	412,535	\$	404,423	\$ 8,112
Roadways/Sidewalks/Bridge       \$       11,000       \$       9,167       \$       7,974       \$         Lighting       \$       4,400       \$       3,667       \$       5,089       \$       1         Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       (1         Pressure Washing       \$       22,000       \$       18,333       \$       19,131       \$       1         Maintenance (Inspections)       \$       220       \$       183       \$       1,538       \$       1         Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$       \$         Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$         Fitness Center Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       \$         Parking Violation Tags       \$	Landscape - Contingency	\$ 22,000	\$	18,333	\$	24,478	\$ (6,145
Lighting \$ 4,400 \$ 3,667 \$ 5,089 \$ (1) Building Repairs & Maintenance \$ 8,800 \$ 7,333 \$ 18,649 \$ (1) Pressure Washing \$ 22,000 \$ 18,333 \$ 19,131 \$ Maintenance (Inspections) \$ 220 \$ 183 \$ 1,538 \$ (1) Repairs & Maintenance \$ 13,200 \$ 11,000 \$ 1,424 \$ Contract Cleaning \$ 46,024 \$ 38,353 \$ 34,204 \$ Fitness Center Repairs & Maintenance \$ 6,116 \$ 5,097 \$ 5,002 \$ Operating Supplies \$ 1,100 \$ 916 \$ - \$ Signage \$ 4,400 \$ 3,667 \$ 11,444 \$ (1) Security \$ 94,102 \$ 78,418 \$ 61,343 \$ 1 Parking Violation Tags \$ 220 \$ 183 \$ - \$ Total Maintenance \$ 1,383,067 \$ 1,159,990 \$ 1,171,186 \$ (1) Reservex Capital Reserve Transfer \$ 420,707 \$ 400,000 \$ 400,000 \$ Total Reserves \$ 420,707 \$ 400,000 \$ 400,000 \$ Total Reserves \$ 1,981,834 \$ 1,705,227 \$ 1,757,456 \$ (5) Excess Revenues (Expenditures) \$ (193,864) \$ 95,569	Gate & Gatehouse Maintenance	\$ 22,000	\$	18,333	\$	34,574	\$ (16,240
Building Repairs & Maintenance       \$       8,800       \$       7,333       \$       18,649       \$       (1)         Pressure Washing       \$       22,000       \$       18,333       \$       19,131       \$       (1)         Maintenance (Inspections)       \$       220       \$       183       \$       19,131       \$       (1)         Maintenance       \$       220       \$       183       \$       19,131       \$       (1)         Repairs & Maintenance       \$       220       \$       183       \$       19,131       \$       (1)         Contract Cleaning       \$       220       \$       183       \$       1,424       \$       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (2)       (3)       (3)       (4)	Roadways/Sidewalks/Bridge	\$ 11,000	\$	9,167	\$	7,974	\$ 1,193
Pressure Washing       \$ 22,000       \$ 18,333       \$ 19,131       \$         Maintenance (Inspections)       \$ 220       \$ 183       \$ 1,538       \$         Repairs & Maintenance       \$ 13,200       \$ 11,000       \$ 1,424       \$         Contract Cleaning       \$ 46,024       \$ 38,353       \$ 34,204       \$         Fitness Center Repairs & Maintenance       \$ 6,116       \$ 5,097       \$ 5,002       \$         Operating Supplies       \$ 1,100       \$ 916       \$ -       \$         Signage       \$ 4,400       \$ 3,667       \$ 11,444       \$       \$         Security       \$ 94,102       \$ 78,418       \$ 61,343       \$       1         Parking Violation Tags       \$ 220       \$ 183       \$ -       \$         Total Maintenance - Shared Expenses       \$ 1,383,067       \$ 1,159,990       \$ 1,171,186       \$ (1         Reserves       \$ 220       \$ 183       \$ -       \$       \$ (1         Capital Reserve Transfer       \$ 1,383,067       \$ 1,159,990       \$ 1,171,186       \$ (1         Reserves       \$ 1,383,067       \$ 1,159,990       \$ 1,171,186       \$ (1         Capital Reserve Transfer       \$ 420,707       \$ 400,000       \$ 400,000       <	Lighting	\$ 4,400	\$	3,667	\$	5,089	\$ (1,422
Maintenance (Inspections)       \$       220       \$       183       \$       1,538       \$       \$         Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$         Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$         Fitness Center Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       \$         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,283,067       \$       400,000       \$       400,000       \$       \$         Total Reserves       \$       1,981,834	Building Repairs & Maintenance	\$ 8,800	\$	7,333	\$	18,649	\$ (11,315
Repairs & Maintenance       \$       13,200       \$       11,000       \$       1,424       \$         Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$         Fitness Center Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       1         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,171,186       \$       (1         Reserves       \$       220,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456	Pressure Washing	\$ 22,000	\$	18,333	\$	19,131	\$ (798
Contract Cleaning       \$       46,024       \$       38,353       \$       34,204       \$         Fitness Center Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       1         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$       1         Parking Violation Tags       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,000,000       \$       400,000       \$       \$       1         Capital Reserves       \$       420,707       \$       400,000       \$       400,000       \$       \$       \$       1       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$	Maintenance (Inspections)	\$ 220	\$	183	\$	1,538	\$ (1,355
Fitness Center Repairs & Maintenance       \$       6,116       \$       5,097       \$       5,002       \$         Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       1         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves        \$       420,707       \$       400,000       \$       400,000       \$         Capital Reserves Transfer       \$       420,707       \$       400,000       \$       \$       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456       \$       (5         Excess Revenues (Expenditures)       \$       193,864       \$       927,035       \$       \$	Repairs & Maintenance	\$ 13,200	\$	11,000	\$	1,424	\$ 9,576
Operating Supplies       \$       1,100       \$       916       \$       -       \$         Signage       \$       4,400       \$       3,667       \$       11,444       \$       1         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$       1         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,00,000       \$       400,000       \$       \$       1         Capital Reserves       \$       420,707       \$       400,000       \$       \$       \$       \$       5       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$ <t< td=""><td>Contract Cleaning</td><td>\$ 46,024</td><td>\$</td><td>38,353</td><td>\$</td><td>34,204</td><td>\$ 4,149</td></t<>	Contract Cleaning	\$ 46,024	\$	38,353	\$	34,204	\$ 4,149
Signage       \$       4,400       \$       3,667       \$       11,444       \$       \$         Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456       \$       (5         Excess Revenues (Expenditures)       \$       (193,864)       \$       927,035       \$       927,035	Fitness Center Repairs & Maintenance	\$ 6,116	\$	5,097	\$	5,002	\$ 95
Security       \$       94,102       \$       78,418       \$       61,343       \$       1         Parking Violation Tags       \$       220       \$       183       \$       -       \$       1         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves         420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456       \$       (5         Excess Revenues (Expenditures)       \$       (193,864)       \$       95,569       \$       5         Fund Balance - Beginning       \$       193,864       \$       927,035       \$       5	Operating Supplies	\$ 1,100	\$	916	\$	-	\$ 916
Parking Violation Tags       \$       220       \$       183       \$       -       \$         Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       Capital Reserve Transfer       \$       420,707       \$       400,000       \$       400,000       \$       1         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$       1         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$       1         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456       \$       (5         Excess Revenues (Expenditures)       \$       (193,864)       \$       95,569       \$       5         Fund Balance - Beginning       \$       193,864       \$       927,035       \$       5	Signage	\$ 4,400	\$	3,667	\$	11,444	\$ (7,777
Total Maintenance - Shared Expenses       \$       1,383,067       \$       1,159,990       \$       1,171,186       \$       (1         Reserves       Capital Reserve Transfer       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       420,707       \$       400,000       \$       400,000       \$         Total Reserves       \$       1,981,834       \$       1,705,227       \$       1,757,456       \$       (5         Excess Revenues (Expenditures)       \$       (193,864)       \$       95,569       \$         Fund Balance - Beginning       \$       193,864       \$       927,035       \$	Security	\$ 94,102	\$	78,418	\$	61,343	\$ 17,075
Reserves         Capital Reserve Transfer       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 1,981,834       \$ 1,705,227       \$ 1,757,456       \$ (15)         Excess Revenues (Expenditures)       \$ (193,864)       \$ 95,569       \$         Fund Balance - Beginning       \$ 193,864       \$ 927,035       \$	Parking Violation Tags	\$ 220	\$	183	\$	-	\$ 183
Capital Reserve Transfer       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 1,981,834       \$ 1,705,227       \$ 1,757,456       \$ (5         Excess Revenues (Expenditures)       \$ (193,864)       \$ 95,569       \$         Fund Balance - Beginning       \$ 193,864       \$ 927,035       \$	Fotal Maintenance - Shared Expenses	\$ 1,383,067	\$	1,159,990	\$	1,171,186	\$ (11,197
Capital Reserve Transfer       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Reserves       \$ 1,981,834       \$ 1,705,227       \$ 1,757,456       \$ (5         Excess Revenues (Expenditures)       \$ (193,864)       \$ 95,569       \$         Fund Balance - Beginning       \$ 193,864       \$ 927,035       \$	Pasamuas						
Fotal Reserves       \$ 420,707       \$ 400,000       \$ 400,000       \$         Total Expenditures       \$ 1,981,834       \$ 1,705,227       \$ 1,757,456       \$ (5         Excess Revenues (Expenditures)       \$ (193,864)       \$ 95,569       \$         Fund Balance - Beginning       \$ 193,864       \$ 927,035	Reserves						
Total Expenditures         \$ 1,981,834         \$ 1,705,227         \$ 1,757,456         \$ (5           Excess Revenues (Expenditures)         \$ (193,864)         \$ 95,569         \$	Capital Reserve Transfer	\$ 420,707	\$	400,000	\$	400,000	\$
Excess Revenues (Expenditures)         \$ (193,864)         \$ 95,569           Fund Balance - Beginning         \$ 193,864         \$ 927,035	Fotal Reserves	\$ 420,707	\$	400,000	\$	400,000	\$
Fund Balance - Beginning         \$ 193,864         \$ 927,035	Fotal Expenditures	\$ 1,981,834	\$	1,705,227	\$	1,757,456	\$ (52,229
	Excess Revenues (Expenditures)	\$ (193,864)			\$	95,569	
Fund Balance - Ending \$ (0) \$ 1 022 605	Fund Balance - Beginning	\$ 193,864			\$	927,035	
	Fund Balance - Ending	\$ (0)			\$	1,022,605	

**Community Development District** 

#### Month to Month

	Oct	Nov		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Au	g	S	ept		Total
Revenues:																	
Assessments - Tax Roll	\$ -	\$ 202,262	\$ 1,	,154,743	\$ 59,126	\$ 57,658	\$ 33,850	\$ 96,145	\$ 55,854	\$ 143,914	\$ 311	\$ -	\$	-		\$	1,803,862
Interest	\$ 2,264	\$ 2,216	\$	3,050	\$ 4,651	\$ 4,354	\$ 4,652	\$ 4,524	\$ 4,663	\$ 4,544	\$ 4,713	\$ -	\$	-		\$	39,631
Miscellaneous Revenues	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -	\$ 1,035	\$ -	\$ 246	\$ -	\$ -	\$	-		\$	1,281
Rental Income	\$ 1,540	\$ 330	\$	2,530	\$ -	\$ -	\$ -	\$ 1,870	\$ 1,320	\$ 660	\$ -	\$ -	\$	-		\$	8,250
Total Revenues	\$ 3,804	\$ 204,808	\$ 1,1	60,323	\$ 63,777	\$ 62,012	\$ 38,502	\$ 103,575	\$ 61,837	\$ 149,364	\$ 5,025	\$ -	\$	-		\$ :	1,853,025
Expenditures:																	
Administrative:																	
Supervisor Fees	\$ 800	\$ 800	\$	400	\$ 600	\$ 800	\$ 600	\$ 800	\$ 800	\$ 600	\$ 800	\$ -	\$	-		\$	7,000
FICA Expense	\$ 61	\$ 61	\$	31	\$ 46	\$ 61	\$ 46	\$ 61	\$ 61	\$ 46	\$ 61	\$ -	\$	-		\$	536
Engineering Fees	\$ 860	\$ 1,293	\$	430	\$ 1,957	\$ 2,587	\$ 562	\$ 2,005	\$ 2,088	\$ 1,376	\$ 3,300	\$ -	\$	-		\$	16,458
District Counsel	\$ 3,087	\$ 1,789	\$	5,244	\$ 5,805	\$ 3,366	\$ 5,210	\$ 7,645	\$ 15,483	\$ 17,044	\$ 2,472	\$ -	\$	-		\$	67,145
Annual Audit	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600	\$ -	\$ -	\$	-		\$	9,600
Arbitrage	\$ -	\$ -	\$	-	\$ -	\$ -	\$ 2,700	\$ -	\$ -	\$ 1,350	\$ -	\$ -	\$	-		\$	4,050
Trustee Fees	\$ -	\$ -	\$	-	\$ -	\$ -	\$ 3,717	\$ -	\$ 4,364	\$ -	\$ -	\$ -	\$	-		\$	8,081
Dissemination Agent	\$ 833	\$ 833	\$	833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$	-		\$	8,333
Assessment Administration	\$ 7,500	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-		\$	7,500
Management Fees	\$ 4,106	\$ 4,106	\$	4,106	\$ 4,106	\$ 4,106	\$ 4,106	\$ 4,106	\$ 4,106	\$ 4,106	\$ 4,106	\$ -	\$	-		\$	41,064
Information Technology	\$ 150	\$ 150	\$	150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$	-		\$	1,500
Website Maintenance	\$ 100	\$ 100	\$	100	\$ 100	100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$	-		\$	1,000
Telephone	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-		\$	-
Postage	\$ 26	\$ 13	\$	6	\$ 17	\$ 129	\$ 6	\$ 167	\$ 33	\$ 43	\$ 23	\$ -	\$	-		\$	465
Insurance	\$ 10,584	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-		\$	10,584
Printing & Binding	\$ 14	\$ -	\$	-	\$ -	\$ 0	\$ 0	\$ -	\$ 1	\$ -	\$ 0	\$ -	\$	-		\$	16
Legal Advertising	\$ -	\$ 480	\$	548	\$ -	\$ 418	\$ -	\$ 193	\$ 193	\$ -	\$ -	\$ -	\$	-		\$	1,832
Other Current Charges	\$ -	\$ 64	\$	20	\$ -	\$ -	\$ -	\$ 17	\$ 45	\$ 51	\$ 43	\$ -	\$	-		\$	240
Office Supplies	\$ 0	\$ 0	\$	24	\$ 15	\$ 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$	-		\$	41
Property Appraiser Fee	\$ -	\$ -	\$	-	\$ -	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-		\$	648
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-		\$	175
Total Administrative:	\$ 28,298	\$ 9,690	\$	11,893	\$ 13,630	\$ 13,200	\$ 18,032	\$ 16,078	\$ 28,258	\$ 35,301	\$ 11,890	\$	\$	-		\$	186,269

Community Development District

Month to Month

		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Au	g		Sep	t	Total
Maintenance - Shared Expenses	_																
Field Maintenance	\$	2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ 2,822	\$ -	\$	5	-	\$	28,220
Management Services Agreement	\$	596	\$ 596	\$ 596	\$ 596	\$ 596	\$ 596	\$ 596	\$ 596	\$ 596	\$ 596	\$ -	\$	5	-	\$	5,958
Telephone	\$	577	\$ 370	\$ 472	\$ 586	\$ 388	\$ 497	\$ 497	\$ 513	\$ 494	\$ 627	\$ -	\$	5	-	\$	5,021
Electric	\$	30,266	\$ 23,941	\$ 23,227	\$ 18,714	\$ 24,871	\$ 22,807	\$ 23,263	\$ 24,585	\$ 14,373	\$ 32,085	\$ -	\$	;	-	\$	238,132
Water & Sewer	\$	2,290	\$ 2,653	\$ 2,478	\$ 2,218	\$ 2,290	\$ 2,512	\$ 2,233	\$ 2,387	\$ 1,922	\$ 2,873	\$ -	\$	;	-	\$	23,856
Gas	\$	555	\$ 975	\$ 1,951	\$ 3,762	\$ 6,972	\$ 6,196	\$ 4,752	\$ 3,330	\$ 1,614	\$ 958	\$ -	\$	;	-	\$	31,064
Pool & Fountain Maintenance	\$	12,478	\$ 13,323	\$ 12,646	\$ 11,506	\$ 10,169	\$ 15,038	\$ 14,429	\$ 19,595	\$ 15,797	\$ 14,884	\$ -	\$	5	-	\$	139,866
Pond Maintenance	\$	698	\$ 698	\$ 698	\$ 698	\$ 698	\$ 698	\$ 2,810	\$ 698	\$ 1,225	\$ 59	\$ -	\$	5	-	\$	8,982
Property Insurance	\$	48,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	;	-	\$	48,226
Irrigation Repairs & Maintenance	\$	2,182	\$ 352	\$ 742	\$ 2,177	\$ 563	\$ 974	\$ 1,554	\$ 2,178	\$ 1,035	\$ 834	\$ -	\$	;	-	\$	12,591
Landscape - Contract	\$	32,379	\$ 71,171	\$ 48,028	\$ 32,379	\$ 32,379	\$ 42,919	\$ 32,379	\$ 32,379	\$ 48,028	\$ 32,379	\$ -	\$	5	-	\$	404,423
Landscape - Contingency	\$	-	\$ 1,747	\$ 338	\$ 156	\$ 479	\$ 18,667	\$ 278	\$ 2,170	\$ 644	\$ -	\$ -	\$	;	-	\$	24,478
Gate & Gatehouse Maintenance	\$	1,680	\$ 4,038	\$ 4,712	\$ 1,983	\$ 1,801	\$ 2,815	\$ 9,229	\$ 5,165	\$ 1,412	\$ 1,739	\$ -	\$	;	-	\$	34,574
Roadways/Sidewalks/Bridge	\$	4,462	\$ 1,049	\$ 904	\$ 528	\$ 1,005	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$	;	-	\$	7,974
Lighting	\$	689	\$ 1,258	\$ -	\$ 251	\$ 986	\$ 396	\$ 783	\$ 601	\$ -	\$ 125	\$ -	\$	;	-	\$	5,089
Building Repairs & Maintenance	\$	463	\$ 3,503	\$ 658	\$ 1,829	\$ 2,198	\$ 2,462	\$ 602	\$ 2,828	\$ 2,847	\$ 1,258	\$ -	\$	5	-	\$	18,649
Pressure Washing	\$	-	\$ 704	\$ 431	\$ 12,465	\$ 5,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	5	-	\$	19,131
Maintenance (Inspections)	\$		\$ 117	\$ -	\$ -	\$ 29	\$ -	\$ 539	\$ 132	\$ 634	\$ 88	\$ -	\$	5	-	\$	1,538
Repairs & Maintenance	\$	-	\$ -	\$ -	\$ 610	\$ -	\$ 169	\$ -	\$ -	\$ -	\$ 645	\$ -	\$	;	-	\$	1,424
Contract Cleaning	\$	3,311	\$ 3,438	\$ 4,008	\$ 4,008	\$ 3,881	\$ 4,008	\$ 3,945	\$ 2,556	\$ 2,493	\$ 2,556	\$ -	\$	5	-	\$	34,204
Fitness Center Repairs & Maintenance	\$	264	\$ 897	\$ 132	\$ 638	\$ 264	\$ 724	\$ -	\$ 831	\$ 724	\$ 528	\$ -	\$	5	-	\$	5,002
Operating Supplies	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	5	-	\$	-
Signage	\$	2,869	\$ 4,908	\$ -	\$ 50	\$ -	\$ -	\$ 257	\$ 2,521	\$ 464	\$ 374	\$ -	\$	;	-	\$	11,444
Security	\$	6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ -	\$	5	-	\$	61,343
Parking Violation Tags	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	9	5	-	\$	-
Total Maintenance - Shared Expenses	\$	152,940	\$ 144,694	\$ 110,979	\$ 104,112	\$ 104,055	\$ 130,434	\$ 107,104	\$ 112,021	\$ 103,257	\$ 101,590	\$	Ş	5		\$	1,171,186
Reserves						 		 			 						
Capital Reserve Transfer	\$		\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	4	5	-	\$	400,000
Total Reserves	\$	-	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5	5	-	\$	400,000
Total Expenditures	\$	181,239	\$ 154,384	\$ 522,871	\$ 117,742	\$ 117,254	\$ 148,466	\$ 123,182	\$ 140,279	\$ 138,558	\$ 113,480	\$ -	Ś	6	-	\$	1,757,456
Excess Revenues (Expenditures)	\$	(177,435)	\$ 50,424	\$ 637,452	\$ (53,966)	\$ (55,243)	\$ (109,964)	\$ (19,607)	\$ (78,442)	\$ 10,806	\$ (108,455)	\$ -	Ş	;	-	\$	95,569

#### **Community Development District**

#### **Replacement & Maintenance Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pro	rated Budget		Actual		
	Budget	Thr	u 07/31/24	Thr	u 07/31/24	7	/ariance
Revenues:							
Transfer In	\$ 420,707	\$	400,000	\$	400,000	\$	-
Interest	\$ 19,500	\$	16,250	\$	34,643	\$	18,393
Total Revenues	\$ 440,207	\$	416,250	\$	434,643	\$	18,393
Expenditures:							
Contingency	\$ 600	\$	500	\$	392	\$	108
Building Improvements	\$ 24,200	\$	20,167	\$	23,411	\$	(3,244)
Fountain Improvements	\$ -	\$	-	\$	6,160	\$	(6,160)
Gate/Gatehouse Improvements	\$ -	\$	-	\$	16,430	\$	(16,430)
Pool Furniture	\$ 7,920	\$	6,600	\$	-	\$	6,600
Pool Repair & Replacements	\$ 41,800	\$	34,833	\$	56,495	\$	(21,661)
Lighting Improvements	\$ 5,539	\$	4,616	\$	-	\$	4,616
Landscape Improvements	\$ 19,800	\$	16,500	\$	6,148	\$	10,352
Roadway Improvements	\$ 214,478	\$	178,732	\$	93,966	\$	84,766
Signage	\$ 44,000	\$	36,667	\$	52,140	\$	(15,473)
Stormwater Improvements	\$ -	\$	-	\$	6,833	\$	(6,833)
Capital Outlay	\$ 71,500	\$	59,583	\$	93,290	\$	(33,706)
Total Expenditures	\$ 429,837	\$	358,198	\$	355,265	\$	2,933
Excess Revenues (Expenditures)	\$ 10,370			\$	79,379		
Fund Balance - Beginning	\$ 561,081			\$	867,613		
Fund Balance - Ending	\$ 571,451			\$	946,991		

#### **Community Development District**

#### **Debt Service Fund - Series 2015**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Proi	ated Budget		Actual		
	Budget	Thr	u 07/31/24	Thr	u 07/31/24	,	/ariance
\$	326,875	\$	326,875	\$	331,162	\$	4,287
\$	10,000	\$	8,333	\$	17,946	\$	9,612
\$	336,875	\$	335,208	\$	349,108	\$	13,900
\$	76,150	\$	76,150	\$	76,150	\$	-
\$	175,000	\$	175,000	\$	175,000	\$	-
\$	76,150	\$	76,150	\$	76,150	\$	-
\$	327,300	\$	327,300	\$	327,300	\$	-
\$	-	\$	-	\$	-	\$	-
\$	-	\$	-	\$	-	\$	-
\$	9,575			\$	21,808		
\$	195,622			\$	363,430		
\$	205,197			\$	385,238		
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Budget  S 326,875 10,000  S 336,875  S 76,150 S 76,150 S 76,150 S 76,150 S	Budget       Thr         \$       326,875       \$         \$       10,000       \$         \$       336,875       \$         \$       336,875       \$         \$       76,150       \$         \$       76,150       \$         \$       76,150       \$         \$       76,150       \$         \$       76,150       \$         \$       76,150       \$         \$       76,150       \$         \$       327,300       \$         \$       327,300       \$         \$       9,575       \$         \$       9,575       \$         \$       195,622       \$	Budget       Thru 07/31/24         \$ 326,875       \$ 326,875         \$ 10,000       \$ 326,875         \$ 10,000       \$ 335,208         \$ 336,875       \$ 335,208         \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150         \$ 175,000       \$ 175,000         \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150         \$ 327,300       \$ 327,300         \$ 327,300       \$ 327,300         \$ 9,575       -         \$ 195,622       -	Budget       Thru 07/31/24       Thr         \$ 326,875       \$ 326,875       \$         \$ 10,000       \$ 326,875       \$         \$ 336,875       \$ 335,208       \$         \$ 76,150       \$ 76,150       \$         \$ 175,000       \$ 175,000       \$         \$ 176,150       \$ 76,150       \$         \$ 175,000       \$ 175,000       \$         \$ 327,300       \$ 327,300       \$         \$ 327,300       \$ 327,300       \$         \$ 9,575       \$       \$         \$ 195,622       \$       \$	Budget       Thru 07/31/24       Thru 07/31/24         \$ 326,875       \$ 326,875       \$ 331,162         \$ 10,000       \$ 326,875       \$ 331,162         \$ 336,875       \$ 335,208       \$ 349,108         \$ 76,150       \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150       \$ 76,150         \$ 76,150       \$ 76,150       \$ 76,150         \$ 327,300       \$ 327,300       \$ 327,300         \$ 327,300       \$ 327,300       \$ 327,300         \$ 9,575       \$ 21,808       \$ 363,430         \$ 195,622       \$ 363,430	Budget       Thru 07/31/24       Thru 07/31/24       Thru 07/31/24       N         \$       326,875       \$       326,875       \$       331,162       \$       \$         \$       10,000       \$       8,333       \$       17,946       \$       \$         \$       336,875       \$       335,208       \$       349,108       \$       \$         \$       76,150       \$       76,150       \$       76,150       \$       76,150       \$       \$         \$       76,150       \$       76,150       \$       76,150       \$       76,150       \$         \$       76,150       \$       76,150       \$       76,150       \$       76,150       \$         \$       175,000       \$       175,000       \$       175,000       \$       175,000       \$         \$       327,300       \$       327,300       \$       327,300       \$       327,300       \$         \$       9,575       \$       21,808       \$       3       3       3       3       3         \$       195,622       \$       363,430       \$       3       3       3       3       3

#### **Community Development District**

#### **Debt Service Fund - Series 2016**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual		
		Budget	Thr	u 07/31/24	Thr	u 07/31/24	V	ariance
Revenues:								
Special Assessments	\$	538,024	\$	538,024	\$	545,081	\$	7,057
Interest	\$	16,050	\$	13,375	\$	30,773	\$	17,398
Total Revenues	\$	554,074	\$	551,399	\$	575,854	\$	24,455
Expenditures:								
Series 2016								
Interest - 11/01	\$	181,406	\$	181,406	\$	181,406	\$	-
Principal - 11/01	\$	170,000	\$	170,000	\$	170,000	\$	-
Interest - 05/01	\$	177,688	\$	177,688	\$	177,688	\$	-
Total Expenditures	\$	529,094	\$	529,094	\$	529,094	\$	-
Other Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	24,980			\$	46,761		
Fund Balance - Beginning	\$	476,566			\$	761,223		
Fund Balance - Ending	\$	501,546			\$	807,983		
	-				-			

### **Community Development District**

Debt Service Fund - Series 2017

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 07/31/24	Thr	u 07/31/24	I	/ariance
Revenues:							
Special Assessments	\$ 503,509	\$	503,509	\$	510,113	\$	6,604
Interest	\$ 14,750	\$	12,292	\$	28,139	\$	15,848
Total Revenues	\$ 518,259	\$	515,801	\$	538,253	\$	22,452
Expenditures:							
Series 2017							
Interest - 11/01	\$ 171,138	\$	171,138	\$	171,138	\$	-
Principal - 11/01	\$ 160,000	\$	160,000	\$	160,000	\$	-
Interest - 05/01	\$ 167,738	\$	167,738	\$	167,738	\$	-
Total Expenditures	\$ 498,875	\$	498,875	\$	498,875	\$	-
Other Sources/(Uses)							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$ 19,384			\$	39,378		
Fund Balance - Beginning	\$ 435,351			\$	698,731		
Fund Balance - Ending	\$ 454,735			\$	738,109		

#### **Community Development District**

#### **Debt Service Fund - Series 2019**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 07/31/24	Thr	u 07/31/24	Variance
Revenues:						
Special Assessments	\$ 438,505	\$	438,505	\$	444,254	\$ 5,749
Interest	\$ 13,580	\$	11,317	\$	24,793	\$ 13,477
Total Revenues	\$ 452,085	\$	449,822	\$	469,047	\$ 19,226
Expenditures:						
Series 2019						
Interest - 11/01	\$ 153,150	\$	153,150	\$	150,713	\$ 2,438
Principal - 05/01	\$ 130,000	\$	130,000	\$	135,000	\$ (5,000)
Interest-05/01	\$ 153,150	\$	153,150	\$	150,713	\$ 2,438
Total Expenditures	\$ 436,300	\$	436,300	\$	436,425	\$ (125)
Other Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	(15,862)	\$ 15,862
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	(15,862)	\$ 15,862
Excess Revenues (Expenditures)	\$ 15,785			\$	16,761	
Fund Balance - Beginning	\$ 207,515			\$	540,908	
Fund Balance - Ending	\$ 223,300			\$	557,669	

#### Community Development District

Debt Service Fund - Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pro	rated Budget		Actual	
	Budget	Th	ru 07/31/24	Th	ru 07/31/24	Variance
Revenues:						
Special Assessments	\$ 1,071,322	\$	1,071,322	\$	1,081,014	\$ 9,692
Interest	\$ 19,660	\$	16,383	\$	34,508	\$ 18,125
Total Revenues	\$ 1,090,982	\$	1,087,705	\$	1,115,522	\$ 27,816
Expenditures:						
Series 2022						
Interest - 11/01	\$ 167,250	\$	167,250	\$	167,250	\$ -
Principal - 05/01	\$ 710,000	\$	710,000	\$	710,000	\$ -
Interest - 05/01	\$ 167,250	\$	167,250	\$	167,250	\$ -
Total Expenditures	\$ 1,044,500	\$	1,044,500	\$	1,044,500	\$ -
Other Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$ 46,482			\$	71,022	

**Community Development District** 

**Capital Projects Fund - Series 2019** 

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	ed Budget		Actual		
	Вι	ıdget	Thru 0	7/31/24	Thru	07/31/24	,	Variance
Revenues:								
Interest Income	\$	-	\$	-	\$	4,202	\$	4,202
Total Revenues	\$	-	\$	-	\$	4,202	\$	4,202
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	15,862	\$	(15,862)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	15,862	\$	(15,862)
Excess Revenues (Expenditures)	\$	-			\$	20,063		
Fund Balance - Beginning	\$	-			\$	92,383		
Fund Balance - Ending	\$	-			\$	112,446		

## Community Development District Long Term Debt Report

SERIES 2015, SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT BONDS										
ASS	ESSMENT AREA TWO - PHASE ONE									
INTEREST RATES:	3.500%, 4.250%, 5.000%									
MATURITY DATE:	5/1/2036									
RESERVE FUND REQUIREMENT	\$163,438									
RESERVE FUND BALANCE	\$166,175									
BONDS OUTSTANDING - 9/30/20		\$3,585,000								
LESS: PRINCIPAL PAYMENT 05/01/21		(\$155,000]								
LESS: PRINCIPAL PAYMENT 05/01/22		(\$160,000]								
LESS: PRINCIPAL PAYMENT 05/01/23		(\$170,000)								
LESS: PRINCIPAL PAYMENT 05/01/24		(\$175,000]								
CURRENT BONDS OUTSTANDING		\$2 925 000								

SERIES	S 2016, SPECIAL ASSESSMENT BONDS	
AS	SESSMENT AREA THREE PROJECT	
INTEREST RATES:	3.625%, 4.375%, 5.000%	
MATURITY DATE:	11/1/2046	
RESERVE FUND REQUIREMENT	\$274,875	
RESERVE FUND BALANCE	\$299,073	
BONDS OUTSTANDING - 9/30/20		\$7,880,000
LESS: PRINCIPAL PAYMENT 11/1/20		(\$155,000]
LESS: PRINCIPAL PAYMENT 11/1/21		(\$160,000)
LESS: PRINCIPAL PAYMENT 11/1/22		(\$165,000]
LESS: PRINCIPAL PAYMENT 11/1/23		(\$170,000)
CURRENT BONDS OUTSTANDING		\$7,230,000

CURRENT BONDS OUTSTANDING		\$6,970,000
LESS: PRINCIPAL PAYMENT 11/1/23		(\$160,000
		· · ·
LESS: PRINCIPAL PAYMENT 11/1/22		(\$155,000
LESS: PRINCIPAL PAYMENT 11/1/21		(\$145,000
LESS: PRINCIPAL PAYMENT 11/1/20		(\$145,000
BONDS OUTSTANDING - 9/30/20		\$7,575,000
RESERVE FUND BALANCE	\$276,712	
RESERVE FUND REQUIREMENT	\$254,625	
MATURITY DATE:	11/1/2047	
INTEREST RATES:	3.500%, 4.250%, 4.750%, 5.000%	
ASS	SESSMENT AREA FOUR PROJECT	
SERIES	2017, SPECIAL ASSESSMENT BONDS	

SERI	ES 2019, SPECIAL ASSESSMENT BONDS	
	ASSESSMENT AREA FIVE PROJECT	
INTEREST RATES:	3.750%, 4.000%, 4.500%, 4.625%	
MATURITY DATE:	5/1/2050	
RESERVE FUND REQUIREMENT	\$326,484	
RESERVE FUND BALANCE	\$331,953	
BONDS OUTSTANDING - 9/30/20		\$7,095,000
LESS: PRINCIPAL PAYMENT 05/01/21		(\$120,000)
LESS: PRINCIPAL PAYMENT 05/01/22	1	(\$125,000)
LESS: PRINCIPAL PAYMENT 05/01/23	1	(\$130,000]
LESS: PRINCIPAL PAYMENT 05/01/24		(\$135,000]
CURRENT BONDS OUTSTANDING		\$6,585,000

#### SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS

Г

\$11,840,000 (\$690,000) (\$710,000)
(\$690,000)
\$11,840,000 (\$690,000)
\$11,840,000

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### Special Assessment Receipts

Fiscal Year 2024

						Gross Assessments	\$ 1,872,413.42	\$ 347,739.07	\$ 572,365.55	\$ 535,647.76	\$ 466,491.57	\$ 1,135,124.88	\$ 4,929,782.25
						Net Assessments	\$ 1,760,068.61	\$ 326,874.73	\$ 538,023.62	\$ 503,508.89	\$ 438,502.08	\$ 1,067,017.39	\$ 4,633,995.32
						ON ROL	LL ASSESSMENTS						
						011101	37.98%	7.05%	11.61%	10.87%	9.46%	23.03%	100.00%
								2015 Debt	2016 Debt	2017 Debt	2019 Debt	2022 Debt	
	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Total				
	Distribution	drossrintoune	001111113510113	Discountry Charley	merest	neeneerpts	oamronion	bervicerisme	bervicerisme	bervicerisme	bervicensnie	bervicerishte	rotur
;	ACH	\$29,785.99	\$566.89	\$1,441.51	\$0.00	\$27,777.59	\$10,550.39	\$1,959.39	\$3,225.08	\$3,018.19	\$2,628.52	\$6,396.03	\$27,777.60
;	ACH	\$536,508.24	\$10,300.95	\$21,460.51	\$0.00	\$504,746.78	\$191,711.24	\$35,604.04	\$58,602.93	\$54,843.49	\$47,762.78	\$116,222.30	\$504,746.78
;	ACH	\$3,063,634.48	\$58,821.75	\$122,546.82	\$0.00	\$2,882,265.91	\$1,094,732.61	\$203,310.49	\$334,641.50	\$313,173.93	\$272,740.80	\$663,666.58	\$2,882,265.91
;	ACH	\$166,709.66	\$3,224.45	\$5,487.90	\$0.00	\$157,997.31	\$60,010.01	\$11,144.88	\$18,344.06	\$17,167.27	\$14,950.85	\$36,380.24	\$157,997.31
ŀ	ACH	\$150,121.98	\$2,912.37	\$4,503.64	\$0.00	\$142,705.97	\$54,202.10	\$10,066.25	\$16,568.68	\$15,505.78	\$13,503.87	\$32,859.28	\$142,705.96
ŀ	ACH	\$9,960.35	\$193.23	\$298.81	\$0.00	\$9,468.31	\$3,596.22	\$667.88	\$1,099.31	\$1,028.78	\$895.96	\$2,180.16	\$9,468.31
ŀ	ACH	\$0.00	\$0.00	\$0.00	\$3,495.06	\$3,495.06	\$1,327.48	\$246.54	\$405.79	\$379.76	\$330.73	\$804.77	\$3,495.07
ŀ	ACH	\$155,187.10	\$3,038.01	\$3,286.96	\$0.00	\$148,862.13	\$56,540.32	\$10,500.50	\$17,283.43	\$16,174.68	\$14,086.41	\$34,276.79	\$148,862.13
ŀ	ACH	\$3,041.84	\$60.02	\$39.96	\$0.00	\$2,941.86	\$1,117.37	\$207.51	\$341.56	\$319.65	\$278.38	\$677.39	\$2,941.86
ŀ	ACH	\$90,235.92	\$1,787.18	\$877.05	\$0.00	\$87,571.69	\$33,261.19	\$6,177.17	\$10,167.39	\$9,515.14	\$8,286.67	\$20,164.14	\$87,571.70
ŀ	ACH	\$1,580.58	\$31.61	\$0.00	\$0.00	\$1,548.97	\$588.32	\$109.26	\$179.84	\$168.30	\$146.57	\$356.66	\$1,548.95
ŀ	ACH	\$182,101.73	\$3,641.33	\$35.29	\$0.00	\$178,425.11	\$67,768.83	\$12,585.83	\$20,715.80	\$19,386.86	\$16,883.87	\$41,083.92	\$178,425.11
ł	ACH	\$19,685.52	\$393.71	\$0.00	\$0.00	\$19,291.81	\$7,327.35	\$1,360.81	\$2,239.85	\$2,096.16	\$1,825.53	\$4,442.11	\$19,291.81
ł	ACH	\$0.00	\$0.00	\$0.00	\$901.74	\$901.74	\$342.50	\$63.61	\$104.70	\$97.98	\$85.33	\$207.63	\$901.75
ŀ	ACH	\$150,057.25	\$3,001.14	\$0.00	\$0.00	\$147,056.11	\$55,854.36	\$10,373.11	\$17,073.75	\$15,978.45	\$13,915.51	\$33,860.94	\$147,056.12
ŀ	ACH	\$93,599.77	\$1,872.00	\$0.00	\$0.00	\$91,727.77	\$34,839.74	\$6,470.33	\$10,649.93	\$9,966.72	\$8,679.94	\$21,121.11	\$91,727.77
ŀ	ACH	\$293,036.75	\$5,860.73	\$0.00	\$0.00	\$287,176.02	\$109,074.24	\$20,256.94	\$33,342.17	\$31,203.24	\$27,174.67	\$66,124.76	\$287,176.02
ŀ	ACH	\$0.00	\$0.00	\$0.00	\$819.78	\$819.78	\$311.37	\$57.83	\$95.18	\$89.07	\$77.57	\$188.76	\$819.78

TOTAL \$ 4,945,247.16 \$ 95,705.37 \$ 159,978.45 \$ 5,216.58 \$ 4,694,779.92 \$ 1,783,155.64 \$ 331,162.37 \$ 545,080.95 \$ 510,113.45 \$ 444,253.96 \$ 1,081,013.57 \$ 4,694,779.94

101.31%	Net Percent Collected
\$ (60,784.61)	<b>Balance Remaining to Collect</b>

#### DIRECT BILLED ASSESSMENTS

\$20.706.68	\$20.706.68
\$20,700.00	\$20,700.00

Orlando Reunion Development LLC

Date

11/10/23

11/24/23

12/11/23

12/22/23

01/10/24

01/10/24

01/31/24

02/08/24

02/08/24

03/08/24

03/08/24

04/08/24

04/08/24

04/19/24

05/08/24

06/10/24

06/18/24

07/11/24

Date Received	Due Date	Check No.	Net Assessed	Amount Received	General Fund
4/1/24	11/1/23	150251	\$20,706.68	\$20,706.68	\$20,706.68
			\$20,706.68	\$20,706.68	\$20,706.68

# Section IV

## Reunion East and West R&M

FY2025 Preliminary Project List	E	Estimated Cost		
Deferred				
Seven Eagles Fountain #2 Refurbishment/Redesign	\$	20,000.00		
Seven Eagles Fitness Center Equipment + Flooring	\$	79,280.00		
Milling, Resurfacing, Traffic Calming, Striping, Stop Bars	\$	1,238,925.10		
Access Control System at Reunion Village Gate	\$	20,000.00		
Reunion Resort/Reunion Village (Spine Road) Gate Access + Electrical	\$	205,000.00		
FY2025 Preliminary Project List				

	\$ 2,499,736.10
Contingency	\$ 100,000.00
HVAC Replacement Allowance	\$ 25,000.00
Sidewalk Installation on Priority Vacant Lots	\$ 300,000.00
Sidewalk Replacement	\$ 75,000.00
Pool Heater Replacement Allowance	\$ 24,000.00
Reunion Village No Parking Signs Phase 4&5	\$ 40,000.00
Pool Furniture	\$ 15,000.00
Terrace Pool Renovation/Resurfacing	\$ 75,000.00
Encore RW Playgound	\$ 140,000.00
Signage Replacement, Radar Speed	\$ 67,531.00
Seven Pool and Spa Lifts	\$ 30,000.00
Heritage Crossing Community Center, Lighting System	\$ 45,000.00

# ${\small \textbf{SECTION}}\ V$

# REBATE REPORT \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

Dated: May 31, 2016 Delivered: May 31, 2016

Rebate Report to the Computation Date May 31, 2026 Reflecting Activity To May 31, 2024



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90 Avon Meadow Lane Avon, CT 06001 (T) 860-321-7521 (F) 860-321-7581

www.amteccorp.com

June 26, 2024

Reunion West Community Development District c/o Ms. Teresa Viscarra Government Management Services – CF, LLC 6200 Lee Vista Boulevard Suite 300 Orlando, FL 32822

Re: \$8,500,000 Reunion West Community Development District (Osceola County, Florida), Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

Dear Ms. Viscarra:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Reunion West Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of May 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

frong Tra

Trong M. Tran Assistant Vice President

# SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

Fund Description	Taxable Inv Yield	Rebatable Arbitrage
Debt Service Reserve Fund	3.829472%	(7,378.51)
Totals	3.829472%	\$(7,378.51)
Bond Yield	4.913260%	
4/30/22 Rebate Liability		(210,431.60)
Rebate Computation Credits		(6,770.40)
Net Reba	\$(224,580.51)	

For the May 31, 2026 Computation Date Reflecting Activity from May 31, 2016 through May 31, 2024

Based upon our computations, no rebate liability exists.

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

# **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from May 31, 2016, the date of the closing, to May 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of May 31, 2026. The activity from May 31, 2016 through April 30, 2022 was taken from the prior consultant's rebate report dated June 4, 2022, which included:
  - Cumulative rebate liability of \$(172,573.93) as of April 30, 2022.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between May 31, 2016 and May 31, 2024, the District made periodic payments into the Interest and Sinking Funds that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest and Sinking Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

# DEFINITIONS

### 6. Computation Date

May 31, 2026.

### 7. Computation Period

The period beginning on May 31, 2016, the date of the closing, and ending on May 31, 2024.

# 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

# 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### **10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

# 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### **12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

### **13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund/ Account	Account Number
Interest	241156000
Sinking Fund	241156001
Revenue	241156002
Debt Service Reserve	241156003
Prepayment	241156004

# METHODOLOGY

# **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

# **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of May 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to May 31, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on May 31, 2026, is the Rebatable Arbitrage.

# \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project) Delivered: May 31, 2016

Sources of Funds		
Par Amount	\$8,500,000.00	
Original Issue Discount	-3,639.10	
Totals	\$8,496,360.90	

Uses of Funds		
Acquisition & Construction Fund	\$7,687,713.26	
Debt Service Reserve Fund	274,875.00	
Capitalized Interest Fund	170,902.64	
Costs of Issuance Account	178,250.00	
Underwriter's Discount	184,620.00	
Total	\$8,496,360.90	

# PROOF OF ARBITRAGE YIELD

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

\_

		Present Value
		to 05/31/2016
Date	Debt Service	@ 4.9132602568%
11/01/2016	170,902.64	167,458.36
05/01/2017	203,725.00	194,832.91
11/01/2017	343,725.00	320,840.39
05/01/2018	201,187.50	183,290.03
11/01/2018	346,187.50	307,828.74
05/01/2019	198,559.38	172,324.94
11/01/2019	348,559.38	295,253.07
05/01/2020	195,840.63	161,912.50
11/01/2020	350,840.63	283,104.91
05/01/2021	193,031.25	152,028.52
11/01/2021	353,031.25	271,375.43
05/01/2022	189,531.25	142,199.52
11/01/2022	359,531.25	263,277.59
05/01/2023	185,812.50	132,804.29
11/01/2023	360,812.50	251,697.37
05/01/2024	181,984.38	123,905.66
11/01/2024	366,984.38	243,873.47
05/01/2025	177,937.50	115,410.25
11/01/2025	367,937.50	232,922.20
05/01/2026	173,781.25	107,374.14
11/01/2026	373,781.25	225,410.54
05/01/2027	169,406.25	99,711.69
11/01/2027	379,406.25	217,962.13
05/01/2028 11/01/2028	164,812.50 384,812.50	92,411.63
05/01/2029	160,000.00	210,593.81
11/01/2029	385,000.00	85,462.65 200,713.71
05/01/2030	154,375.00	78,551.27
11/01/2030	394,375.00	195,859.91
05/01/2031	148,375.00	71,921.18
11/01/2031	398,375.00	188,472.55
05/01/2032	142,125.00	65,627.59
11/01/2032	407,125.00	183,486.31
05/01/2033	135,500.00	59,603.96
11/01/2033	410,500.00	176,241.80
05/01/2034	128,625.00	53,899.05
11/01/2034	418,625.00	171,214.60
05/01/2035	121,375.00	48,451.23
11/01/2035	426,375.00	166,122.03
05/01/2036	113,750.00	43,256.05
11/01/2036	433,750.00	160,988.50
05/01/2037	105,750.00	38,308.55
11/01/2037	440,750.00	155,835.91
05/01/2038	97,375.00	33,603.35
11/01/2038	452,375.00	152,367.97
05/01/2039	88,500.00	29,093.66
11/01/2039	458,500.00	147,114.10
05/01/2040	79,250.00	24,818.42
11/01/2040	469,250.00	143,429.70
05/01/2041	69,500.00	20,733.83
11/01/2041	479,500.00	139,618.60
05/01/2042	59,250.00	16,838.48
11/01/2042	489,250.00	135,707.98
05/01/2043	48,500.00	13,130.35
11/01/2043	498,500.00	131,722.38
05/01/2044 11/01/2044	37,250.00	9,606.84
11/01/2044	512,250.00	128,942.55

#### PROOF OF ARBITRAGE YIELD

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

Date	Debt Service	Present Value to 05/31/2016 @ 4.9132602568%
05/01/2045	25,375.00	6,234.19
11/01/2045	520,375.00	124,781.60
05/01/2046	13,000.00	3,042.55
11/01/2046	533,000.00	121,753.43
	16,597,871.42	8,496,360.90

#### Proceeds Summary

Delivery date	05/31/2016
Par Value	8,500,000.00
Premium (Discount)	-3,639.10
Target for yield calculation	8,496,360.90

#### BOND DEBT SERVICE

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

eriod nding	Principal	Coupon	Interest	Debt Service	Annual Debt Service
	1	1			
31/2016					150 000 6
01/2016			170,902.64	170,902.64	170,902.64
01/2017			203,725.00	203,725.00	
01/2017	140,000	3.625%	203,725.00	343,725.00	547,450.00
01/2018			201,187.50	201,187.50	
01/2018	145,000	3.625%	201,187.50	346,187.50	547,375.00
01/2019			198,559.38	198,559.38	
01/2019	150,000	3.625%	198,559.38	348,559.38	547,118.76
01/2020			195,840.63	195,840.63	
01/2020	155,000	3.625%	195,840.63	350,840.63	546,681.26
01/2021	4 6 9 9 9 9		193,031.25	193,031.25	
01/2021	160,000	4.375%	193,031.25	353,031.25	546,062.50
01/2022	4		189,531.25	189,531.25	
01/2022	170,000	4.375%	189,531.25	359,531.25	549,062.50
01/2023			185,812.50	185,812.50	
01/2023	175,000	4.375%	185,812.50	360,812.50	546,625.00
01/2024	105 000	1.2750/	181,984.38	181,984.38	540.040 51
01/2024	185,000	4.375%	181,984.38	366,984.38	548,968.76
01/2025			177,937.50	177,937.50	
01/2025	190,000	4.375%	177,937.50	367,937.50	545,875.00
01/2026			173,781.25	173,781.25	
01/2026	200,000	4.375%	173,781.25	373,781.25	547,562.50
01/2027			169,406.25	169,406.25	
01/2027	210,000	4.375%	169,406.25	379,406.25	548,812.50
01/2028			164,812.50	164,812.50	
01/2028	220,000	4.375%	164,812.50	384,812.50	549,625.00
01/2029			160,000.00	160,000.00	
01/2029	225,000	5.000%	160,000.00	385,000.00	545,000.00
01/2030			154,375.00	154,375.00	
01/2030	240,000	5.000%	154,375.00	394,375.00	548,750.00
01/2031			148,375.00	148,375.00	
01/2031	250,000	5.000%	148,375.00	398,375.00	546,750.00
01/2032			142,125.00	142,125.00	
01/2032	265,000	5.000%	142,125.00	407,125.00	549,250.00
01/2033			135,500.00	135,500.00	
01/2033	275,000	5.000%	135,500.00	410,500.00	546,000.00
01/2034			128,625.00	128,625.00	
01/2034	290,000	5.000%	128,625.00	418,625.00	547,250.00
01/2035			121,375.00	121,375.00	
01/2035	305,000	5.000%	121,375.00	426,375.00	547,750.00
01/2036	220.000	5 0000V	113,750.00	113,750.00	
01/2036	320,000	5.000%	113,750.00	433,750.00	547,500.00
01/2037	225.000	5 0000V	105,750.00	105,750.00	
01/2037	335,000	5.000%	105,750.00	440,750.00	546,500.00
01/2038		5 00001	97,375.00	97,375.00	
01/2038	355,000	5.000%	97,375.00	452,375.00	549,750.00
01/2039	250.000	5 00001	88,500.00	88,500.00	<b>- - - - - -</b>
01/2039	370,000	5.000%	88,500.00	458,500.00	547,000.00
01/2040			79,250.00	79,250.00	
01/2040	390,000	5.000%	79,250.00	469,250.00	548,500.00
01/2041			69,500.00	69,500.00	
01/2041	410,000	5.000%	69,500.00	479,500.00	549,000.00
01/2042			59,250.00	59,250.00	
01/2042	430,000	5.000%	59,250.00	489,250.00	548,500.00
01/2043			48,500.00	48,500.00	
01/2043	450,000	5.000%	48,500.00	498,500.00	547,000.00
01/2044			37,250.00	37,250.00	
01/2044	475,000	5.000%	37,250.00	512,250.00	549,500.00

#### BOND DEBT SERVICE

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2045			25,375.00	25,375.00	
11/01/2045	495,000	5.000%	25,375.00	520,375.00	545,750.00
05/01/2046			13,000.00	13,000.00	
11/01/2046	520,000	5.000%	13,000.00	533,000.00	546,000.00
	8,500,000		8,097,871.42	16,597,871.42	16,597,871.42

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project) Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.913260%)
04/30/22 04/30/22 05/31/24 05/31/24	Bal Acc Bal Acc	-275,228.25 -1.35 296,630.07 1,232.48	-335,605.28 -1.65 326,870.29 1,358.13
05/31/26	TOTALS:	22,632.95	-7,378.51

ISSUE DATE:	05/31/16	REBATABLE ARBITRAGE:	-7,378.51
COMP DATE:	05/31/26	NET INCOME:	22,632.95
BOND YIELD:	4.913260%	TAX INV YIELD:	3.829472%

\$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project) 4/30/22 Rebate Liability

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.913260%)
04/30/22		-172,573.93	-210,431.60
05/31/26	TOTALS:	-172,573.93	-210,431.60

ISSUE DATE: 05/31/16 REBATABLE ARBITRAGE: -210,431.60 COMP DATE: 05/31/26 BOND YIELD: 4.913260%

#### \$8,500,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project) Rebate Computation Credits

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.913260%)
05/31/22 05/31/23 05/31/24		-1,830.00 -1,960.00 -2,070.00	-2,222.14 -2,267.23 -2,281.03
05/31/26	TOTALS:	-5,860.00	-6,770.40

ISSUE DATE: 05/31/16 REBATABLE ARBITRAGE: -6,770.40 COMP DATE: 05/31/26 BOND YIELD: 4.913260%

# REBATE REPORT \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

Dated: July 31, 2017 Delivered: July 31, 2017

Rebate Report to the Computation Date July 31, 2027 Reflecting Activity To July 31, 2024



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90 Avon Meadow Lane Avon, CT 06001 (T) 860-321-7521 (F) 860-321-7581

www.amteccorp.com

September 6, 2024

Reunion West Community Development District c/o Ms. Teresa Viscarra Government Management Services – CF, LLC 6200 Lee Vista Boulevard Suite 300 Orlando, FL 32822

Re: \$7,945,000 Reunion West Community Development District (Osceola County, Florida), Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

Dear Ms. Viscarra:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Reunion West Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of July 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

Trong In

Trong M. Tran Assistant Vice President

# SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Debt Service Reserve Fund	4.192608%	23,010.50	(4,200.04)
Totals	4.192608%	\$23,010.50	\$(4,200.04)
Bond Yield	4.824956%		
6/30/22 Rebate Liability			(134,248.67)
Rebate Computation Credits			(7,082.73)
	\$(145,531.44)		

For the July 31, 2027 Computation Date Reflecting Activity from July 31, 2017 through July 31, 2024

Based upon our computations, no rebate liability exists.

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

# **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from July 31, 2017, the date of the closing, to July 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of July 31, 2027. The activity from July 31, 2017 through June 30, 2022 was taken from the prior consultant's rebate report dated July 29, 2022, which included:
  - Cumulative rebate liability of \$(105,341.20) as of June 30, 2022.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between July 31, 2017 and July 31, 2024, the District made periodic payments into the Interest and Sinking Funds that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest and Sinking Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

# DEFINITIONS

### 6. Computation Date

July 31, 2027.

# 7. Computation Period

The period beginning on July 31, 2017, the date of the closing, and ending on July 31, 2024.

# 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

# 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### **10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

# 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### **12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

### **13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund/ Account	Account Number		
Revenue	229891000		
Interest	229891001		
Sinking Fund	229891002		
Debt Service Reserve	229891003		
Prepayment	229891004		

# METHODOLOGY

# **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

# **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of July 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to July 31, 2027. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on July 31, 2027, is the Rebatable Arbitrage.

# \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project) Delivered: July 31, 2017

Sources of Funds			
Par Amount	<u>\$7,945,000.00</u>		
Totals	\$7,945,000.00		

Uses	of	Fur	nds
USUS	UI	T, MI	ius

Acquisition & Construction Fund	\$7,256,688.51
Debt Service Reserve Fund	254,625.00
Capitalized Interest Fund	94,036.49
Costs of Issuance Account	180,750.00
Underwriter's Discount	158,900.00
Total	\$7,945,000.00

### PROOF OF ARBITRAGE YIELD

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

\_

		Present Value
		to 07/31/2017
Date	Debt Service	@ 4.8249562520%
11/01/2017	94,036.49	92,910.00
05/01/2018	186,006.25	179,448.86
11/01/2018	321,006.25	302,394.43
05/01/2019	183,643.75	168,920.97
11/01/2019	323,643.75	290,684.43
05/01/2020	181,193.75	158,907.68
11/01/2020	326,193.75	279,334.41
05/01/2021	178,656.25	149,387.46
11/01/2021	328,656.25	268,339.71
05/01/2022	176,031.25	140,339.51
11/01/2022	331,031.25	257,695.18
05/01/2023 11/01/2023	173,318.75 333,318.75	131,743.73 247,395.21
05/01/2024	169,918.75	123,145.90
11/01/2024	334,918.75	237,009.23
05/01/2025	166,412.50	114,989.68
11/01/2025	341,412.50	230,355.96
05/01/2026	162,693.75	107,185.99
11/01/2026	342,693.75	220,455.27
05/01/2027	158,868.75	99,792.96
11/01/2027	348,868.75	213,978.73
05/01/2028	154,831.25	92,728.73
11/01/2028	349,831.25	204,579.16
05/01/2029	150,687.50	86,045.30
11/01/2029	355,687.50	198,319.60
05/01/2030	145,818.75	79,388.49
11/01/2030	360,818.75	191,814.04
05/01/2031	140,712.50	73,041.74
11/01/2031	365,712.50	185,363.98
05/01/2032	135,368.75	66,996.34
11/01/2032 05/01/2033	370,368.75	178,983.97
11/01/2033	129,787.50 374,787.50	61,243.47 172,686.80
05/01/2034	123,968.75	55,774.21
11/01/2034	383,968.75	168,680.23
05/01/2035	117,793.75	50,528.65
11/01/2035	387,793.75	162,428.92
05/01/2036	111,381.25	45,553.50
11/01/2036	396,381.25	158,295.98
05/01/2037	104,612.50	40,793.17
11/01/2037	404,612.50	154,060.16
05/01/2038	97,487.50	36,244.92
11/01/2038	407,487.50	147,931.13
05/01/2039	90,125.00	31,947.56
11/01/2039	415,125.00	143,687.32
05/01/2040	82,000.00	27,714.08
11/01/2040	427,000.00	140,916.44
05/01/2041	73,375.00	23,644.44
11/01/2041	433,375.00	136,361.54
05/01/2042	64,375.00	19,778.46
11/01/2042 05/01/2043	444,375.00 54,875.00	133,312.82
11/01/2043	54,875.00 449,875.00	16,074.74 128,679.21
05/01/2044	449,875.00	12,568.29
11/01/2044	460,000.00	12,508.29
05/01/2045	34,625.00	9,220.36
11/01/2045	474,625.00	123,411.51
	,	

#### PROOF OF ARBITRAGE YIELD

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

Date	Debt Service	Present Value to 07/31/2017 @ 4.8249562520%
05/01/2046	23,625.00	5,998,24
11/01/2046	483,625.00	119,896.92
05/01/2047	12,125.00	2,935.14
11/01/2047	497,125.00	117,505.76
	15,297,673.99	7,945,000.00

#### Proceeds Summary

Delivery date	07/31/2017
Par Value	7,945,000.00
Target for yield calculation	7,945,000.00

#### BOND DEBT SERVICE

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/31/2017					
11/01/2017			94,036.49	94,036.49	94,036.49
05/01/2018			186,006.25	186,006.25	
11/01/2018	135,000	3.500%	186,006.25	321,006.25	507,012.50
05/01/2019	·		183,643.75	183,643.75	·
11/01/2019	140,000	3.500%	183,643.75	323,643.75	507,287.50
05/01/2020			181,193.75	181,193.75	
11/01/2020	145,000	3.500%	181,193.75	326,193.75	507,387.50
05/01/2021			178,656.25	178,656.25	
11/01/2021	150,000	3.500%	178,656.25	328,656.25	507,312.50
05/01/2022			176,031.25	176,031.25	
11/01/2022	155,000	3.500%	176,031.25	331,031.25	507,062.50
05/01/2023	100,000	5150070	173,318.75	173,318.75	207,002.20
11/01/2023	160,000	4.250%	173,318.75	333,318.75	506,637.50
05/01/2024	100,000	1120070	169,918.75	169,918.75	200,027120
11/01/2024	165,000	4.250%	169,918.75	334,918.75	504,837.50
05/01/2025	105,000	1.25070	166,412.50	166.412.50	501,057.50
11/01/2025	175,000	4.250%	166,412.50	341,412.50	507,825.00
05/01/2026	175,000	1.23070	162,693.75	162,693.75	567,625.00
11/01/2026	180,000	4.250%	162,693.75	342,693.75	505,387.50
05/01/2027	100,000	1.23070	158,868.75	158,868.75	565,567.50
11/01/2027	190,000	4.250%	158,868.75	348,868.75	507,737.50
05/01/2028	170,000	4.23070	154,831.25	154,831.25	507,757.50
11/01/2028	195,000	4.250%	154,831.25	349,831.25	504,662.50
05/01/2029	195,000	4.23070	150,687.50	150,687.50	504,002.50
11/01/2029	205,000	4.750%	150,687.50	355,687.50	506,375.00
05/01/2030	203,000	4.750%	145,818.75	145,818.75	500,575.00
11/01/2030	215,000	4.750%	145,818.75	360,818.75	506,637.50
05/01/2031	215,000	4./30%	· ·	· · · ·	500,057.50
	225.000	4 7500/	140,712.50	140,712.50	506 425 00
11/01/2031 05/01/2032	225,000	4.750%	140,712.50	365,712.50 135,368.75	506,425.00
	225.000	4 7500/	135,368.75	· · · ·	505 727 50
11/01/2032	235,000	4.750%	135,368.75	370,368.75	505,737.50
05/01/2033	245.000	4 7 5 0 0 /	129,787.50	129,787.50	504 575 00
11/01/2033	245,000	4.750%	129,787.50	374,787.50	504,575.00
05/01/2034	2(0.000	4 7500/	123,968.75	123,968.75	507 027 50
11/01/2034	260,000	4.750%	123,968.75	383,968.75	507,937.50
05/01/2035	270.000	4 7500/	117,793.75	117,793.75	505 597 50
11/01/2035	270,000	4.750%	117,793.75	387,793.75	505,587.50
05/01/2036	295.000	4 7500/	111,381.25	111,381.25	507 7(2 50
11/01/2036	285,000	4.750%	111,381.25	396,381.25	507,762.50
05/01/2037	200.000	4 7 5 0 0 /	104,612.50	104,612.50	500 005 00
11/01/2037	300,000	4.750%	104,612.50	404,612.50	509,225.00
05/01/2038	210.000	4 7500/	97,487.50	97,487.50	504 075 00
11/01/2038	310,000	4.750%	97,487.50	407,487.50	504,975.00
05/01/2039			90,125.00	90,125.00	
11/01/2039	325,000	5.000%	90,125.00	415,125.00	505,250.00
05/01/2040			82,000.00	82,000.00	
11/01/2040	345,000	5.000%	82,000.00	427,000.00	509,000.00
05/01/2041			73,375.00	73,375.00	
11/01/2041	360,000	5.000%	73,375.00	433,375.00	506,750.00
05/01/2042			64,375.00	64,375.00	
11/01/2042	380,000	5.000%	64,375.00	444,375.00	508,750.00
05/01/2043			54,875.00	54,875.00	
11/01/2043	395,000	5.000%	54,875.00	449,875.00	504,750.00
05/01/2044			45,000.00	45,000.00	
11/01/2044	415,000	5.000%	45,000.00	460,000.00	505,000.00
05/01/2045			34,625.00	34,625.00	
11/01/2045	440,000	5.000%	34,625.00	474,625.00	509,250.00

#### BOND DEBT SERVICE

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2046			23,625.00	23,625.00	
11/01/2046	460,000	5.000%	23,625.00	483,625.00	507,250.00
05/01/2047			12,125.00	12,125.00	
11/01/2047	485,000	5.000%	12,125.00	497,125.00	509,250.00
	7,945,000		7,352,673.99	15,297,673.99	15,297,673.99

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project) Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.824956%)
06/30/22 06/30/22 07/31/24 07/31/24	Bal Acc Bal Acc	-254,714.22 -138.81 276,712.27 1,151.26	-324,612.27 -176.90 319,260.85 1,328.28
07/31/27	TOTALS:	23,010.50	-4,200.04

ISSUE DATE:	07/31/17	REBATABLE ARBITRAGE:	-4,200.04
COMP DATE:	07/31/27	NET INCOME:	23,010.50
BOND YIELD:	4.824956%	TAX INV YIELD:	4.192608%

\$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project) 6/30/22 Rebate Liability

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.824956%)
06/30/22		-105,341.20	-134,248.67
07/31/27	TOTALS:	-105,341.20	-134,248.67

ISSUE DATE: 07/31/17 REBATABLE ARBITRAGE: -134,248.67 COMP DATE: 07/31/27 BOND YIELD: 4.824956%

#### \$7,945,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area Four Project) Rebate Computation Credits

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.824956%)
07/31/22 07/31/23 07/31/24		-1,830.00 -1,960.00 -2,070.00	-2,322.63 -2,371.81 -2,388.29
07/31/27	TOTALS:	-5,860.00	-7,082.73

ISSUE DATE: 07/31/17 REBATABLE ARBITRAGE: -7,082.73 COMP DATE: 07/31/27 BOND YIELD: 4.824956%

# REBATE REPORT \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

Dated: May 30, 2019 Delivered: May 30, 2019

Rebate Report to the Computation Date May 30, 2024 Reflecting Activity To May 30, 2024



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June 26, 2024

Reunion West Community Development District c/o Ms. Teresa Viscarra Government Management Services – CF, LLC 6200 Lee Vista Boulevard Suite 300 Orlando, FL 32822

Re: \$7,095,000 Reunion West Community Development District (Osceola County, Florida), Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

Dear Ms. Viscarra:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Reunion West Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of May 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

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# SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

Fund Description	Taxable Inv Yield	Rebatable Arbitrage
Acquisition & Construction Fund	3.708047%	(1,883.82)
Debt Service Reserve Fund 3.853062%		(5,326.64)
Totals	3.819873%	\$(7,210.46)
Bond Yield	4.607687%	
4/30/22 Rebate Liability	(145,603.49)	
Rebate Computation Credits	(6,125.91)	
Net Rebata	\$(158,939.86)	

For the May 30, 2024 Computation Date Reflecting Activity from May 30, 2019 through May 30, 2024

Based upon our computations, no rebate liability exists.

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

# **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from May 30, 2019, the date of the closing, to May 30, 2024, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of May 30, 2024. The activity from May 30, 2019 through April 30, 2022 was taken from the prior consultant's rebate report dated July 26, 2022, which included:
  - Rebate liability of \$(132,420.53) as of April 30, 2022.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between May 30, 2019 and May 30, 2024, the District made periodic payments into the Interest and Sinking Funds that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest and Sinking Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

# DEFINITIONS

### 6. Computation Date

May 30, 2024.

### 7. Computation Period

The period beginning on May 30, 2019, the date of the closing, and ending on May 30, 2024, the Computation Date.

# 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

# 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### **10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

# 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### **12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

### **13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund/ Account	Account Number
Revenue	263966000
Interest	263966001
Sinking Fund	263966002
Debt Service Reserve	263966003
Prepayment	263966004
Acquisition & Construction	263966005

# METHODOLOGY

# **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

# **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of May 30, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to May 30, 2024. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on May 30, 2024, is the Rebatable Arbitrage.

# \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project) Delivered: May 30, 2019

Sources of Funds		
Par Amount	\$7,095,000.00	
Original Issue Discount	-66,231.20	
Totals	\$7,028,768.80	

Acquisition & Construction Fund	\$6,057,286.19
Debt Service Reserve Fund	326,484.38
Capitalized Interest Fund	290,073.23
Costs of Issuance Account	213,025.00
Underwriter's Discount	141,900.00
Total	\$7,028,768.80

**Uses of Funds** 

### PROOF OF ARBITRAGE YIELD

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

		Present Value
Date	Debt Service	to 05/30/2019 @ 4.6076871145%
11/01/2019	132,329.48	129,825.01
05/01/2020	157,743.75	151,273.19
11/01/2020	157,743.75	147,866.57
05/01/2021	277,743.75	254,489.69
11/01/2021	155,493.75	139,266.57
05/01/2022	280,493.75	245,564.28
11/01/2022	153,150.00	131,059.06
05/01/2023	283,150.00	236,850.70
11/01/2023	150,712.50	123,229.71
05/01/2024	285,712.50	228,351.27
11/01/2024	148,181.25	115,764.53
05/01/2025	288,181.25	220,067.55
11/01/2025	145,381.25	108,519.24
05/01/2026	290,381.25	211,872.68
11/01/2026	142,481.25	101,618.36
05/01/2027	292,481.25	203,901.55
11/01/2027	139,481.25	95,048.74
05/01/2028	294,481.25	196,153.58
11/01/2028	136,381.25	88,797.62
05/01/2029	301,381.25	191,809.86
11/01/2029	133,081.25	82,790.33
05/01/2030	303,081.25	184,301.92
11/01/2030	129,681.25	77,082.54
05/01/2031	309,681.25	179,929.26
11/01/2031	125,631.25	71,349.78
05/01/2032	310,631.25	172,444.02
11/01/2032	121,468.75	65,913.69
05/01/2033	316,468.75	167,861.04
11/01/2033	117,081.25	60,703.61
05/01/2034	322,081.25	163,230.24
11/01/2034	112,468.75	55,715.38
05/01/2035	322,468.75	156,148.90
11/01/2035	107,743.75	50,997.80
05/01/2036	327,743.75	151,635.82
11/01/2036	102,793.75	46,488.14
05/01/2037	337,793.75	149,325.88
11/01/2037	97,506.25	42,133.16
05/01/2038	342,506.25	144,666.54
11/01/2038	91,993.75	37,980.96
05/01/2039	346,993.75	140,035.24
11/01/2039	86,256.25	34,026.27
05/01/2040	351,256.25	135,442.78
11/01/2040	80,128.13	30,201.24
05/01/2041	360,128.13	132,679.84
11/01/2041	73,653.13	26,524.50
05/01/2042	363,653.13	128,012.19
11/01/2042	66,946.88	23,035.75
05/01/2043	371,946.88	125,101.06
11/01/2043	59,893.75	19,691.08
05/01/2044	379,893.75	122,083.88
11/01/2044	52,493.75	16,489.66
05/01/2045	387,493.75	118,980.83
11/01/2045	44,746.88	13,430.22
05/01/2046	394,746.88	115,810.27
11/01/2046	36,653.13	10,511.08
05/01/2047	406,653.13	113,990.48
11/01/2047	28,096.88	7,698.58
05/01/2048	413,096.88	110,640.08

#### PROOF OF ARBITRAGE YIELD

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

Date	Debt Service	Present Value to 05/30/2019 @ 4.6076871145%
11/01/2048	19,193.75	5,024.91
05/01/2049	424,193.75	108,552.78
11/01/2049	9,828.13	2,458.42
05/01/2050	434,828.13	106,318.88
	13,437,767.05	7,028,768.80

#### Proceeds Summary

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Delivery date	05/30/2019
Par Value	7,095,000.00
Premium (Discount)	-66,231.20
Target for yield calculation	7,028,768.80

#### BOND DEBT SERVICE

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/20/2010					
05/30/2019 11/01/2019			132,329.48	132,329.48	
05/01/2020			157,743.75	157,743.75	290,073.23
11/01/2020			157,743.75	157,743.75	270,075.25
05/01/2021	120,000	3.750%	157,743.75	277,743.75	435,487.50
11/01/2021	120,000	5.75076		155,493.75	455,467.50
05/01/2022	125,000	3.750%	155,493.75 155,493.75	280,493.75	435,987.50
	125,000	5.750%	· ·	· · · ·	435,987.50
11/01/2022	120.000	2 7500/	153,150.00	153,150.00	426 200 00
05/01/2023	130,000	3.750%	153,150.00	283,150.00	436,300.00
11/01/2023	125 000	2 7 5 00 /	150,712.50	150,712.50	126 125 00
05/01/2024	135,000	3.750%	150,712.50	285,712.50	436,425.00
11/01/2024	1 40 000	4.00004/	148,181.25	148,181.25	126 262 50
05/01/2025	140,000	4.000%	148,181.25	288,181.25	436,362.50
11/01/2025			145,381.25	145,381.25	
05/01/2026	145,000	4.000%	145,381.25	290,381.25	435,762.50
11/01/2026			142,481.25	142,481.25	
05/01/2027	150,000	4.000%	142,481.25	292,481.25	434,962.50
11/01/2027	4.5.5.005	1	139,481.25	139,481.25	100 0 10
05/01/2028	155,000	4.000%	139,481.25	294,481.25	433,962.50
11/01/2028			136,381.25	136,381.25	
05/01/2029	165,000	4.000%	136,381.25	301,381.25	437,762.50
11/01/2029			133,081.25	133,081.25	
05/01/2030	170,000	4.000%	133,081.25	303,081.25	436,162.50
11/01/2030			129,681.25	129,681.25	
05/01/2031	180,000	4.500%	129,681.25	309,681.25	439,362.50
11/01/2031			125,631.25	125,631.25	
05/01/2032	185,000	4.500%	125,631.25	310,631.25	436,262.50
11/01/2032			121,468.75	121,468.75	
05/01/2033	195,000	4.500%	121,468.75	316,468.75	437,937.50
11/01/2033			117,081.25	117,081.25	
05/01/2034	205,000	4.500%	117,081.25	322,081.25	439,162.50
11/01/2034			112,468.75	112,468.75	
05/01/2035	210,000	4.500%	112,468.75	322,468.75	434,937.50
11/01/2035			107,743.75	107,743.75	
05/01/2036	220,000	4.500%	107,743.75	327,743.75	435,487.50
11/01/2036			102,793.75	102,793.75	
05/01/2037	235,000	4.500%	102,793.75	337,793.75	440,587.50
11/01/2037			97,506.25	97,506.25	
05/01/2038	245,000	4.500%	97,506.25	342,506.25	440,012.50
11/01/2038			91,993.75	91,993.75	
05/01/2039	255,000	4.500%	91,993.75	346,993.75	438,987.50
11/01/2039			86,256.25	86,256.25	
05/01/2040	265,000	4.625%	86,256.25	351,256.25	437,512.50
11/01/2040			80,128.13	80,128.13	
05/01/2041	280,000	4.625%	80,128.13	360,128.13	440,256.26
11/01/2041			73,653.13	73,653.13	
05/01/2042	290,000	4.625%	73,653.13	363,653.13	437,306.26
11/01/2042			66,946.88	66,946.88	
05/01/2043	305,000	4.625%	66,946.88	371,946.88	438,893.76
11/01/2043			59,893.75	59,893.75	
05/01/2044	320,000	4.625%	59,893.75	379,893.75	439,787.50
11/01/2044			52,493.75	52,493.75	
05/01/2045	335,000	4.625%	52,493.75	387,493.75	439,987.50
11/01/2045			44,746.88	44,746.88	
05/01/2046	350,000	4.625%	44,746.88	394,746.88	439,493.76
11/01/2046			36,653.13	36,653.13	
05/01/2047	370,000	4.625%	36,653.13	406,653.13	443,306.26
11/01/2047			28,096.88	28,096.88	
05/01/2048	385,000	4.625%	28,096.88	413,096.88	441,193.76

#### BOND DEBT SERVICE

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2048			19,193.75	19,193.75	
05/01/2049	405,000	4.625%	19,193.75	424,193.75	443,387.50
11/01/2049			9,828.13	9,828.13	
05/01/2050	425,000	4.625%	9,828.13	434,828.13	444,656.26
	7,095,000		6,342,767.05	13,437,767.05	13,437,767.05

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project) Acquisition & Construction Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(4.607687%)
04/30/22	Bal	-85,813.96	-94,357.06
04/30/22	Acc	-0.42	-0.46
05/04/22		-10.87	-11.95
11/01/22		-1,037.74	-1,115.21
05/03/23		-5,213.88	-5,475.56
05/03/23		-8,206.56	-8,618.44
09/28/23		3,500.00	3,608.84
11/02/23		-7,654.98	-7,859.14
05/30/24	Bal	111,529.72	111,529.72
05/30/24	Acc	415.45	415.45
05/30/24	TOTALS:	7,506.76	-1,883.82

ISSUE DATE:	05/30/19	REBATABLE ARBITRAGE:	-1,883.82
COMP DATE:	05/30/24	NET INCOME:	7,506.76
BOND YIELD:	4.607687%	TAX INV YIELD:	3.708047%

#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project) Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(4.607687%)
04/30/22	Bal	-326,496.91	-359,000.90
04/30/22	Acc	-1.61	-1.77
05/04/22		10.87	11.95
11/01/22		1,037.74	1,115.21
05/03/23		5,213.88	5,475.56
05/03/23		8,206.56	8,618.44
11/02/23		7,654.98	7,859.14
05/30/24	Bal	329,238.90	329,238.90
05/30/24	Acc	1,356.83	1,356.83
05/30/24	TOTALS:	26,221.24	-5,326.64
ISSUE DAT	E: 05/30/19	REBATABLE ARBITRAGE:	-5,326.64
COMP DATE		NET INCOME:	26,221.24
			3.853062%
BOND YIEL	D: 4.00/00/8	TAX INV YIELD:	3.0330020

\$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project) 4/30/22 Rebate Liability

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.607687%)
04/30/22		-132,420.53	-145,603.49
05/30/24	TOTALS:	-132,420.53	-145,603.49

ISSUE DATE: 05/30/19 REBATABLE ARBITRAGE: -145,603.49 COMP DATE: 05/30/24 BOND YIELD: 4.607687%

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#### \$7,095,000 Reunion West Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2019 (Assessment Area Five Project) Rebate Computation Credits

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.607687%)
05/30/22 05/30/23 05/30/24		-1,830.00 -1,960.00 -2,070.00	-2,004.56 -2,051.35 -2,070.00
05/30/24	TOTALS:	-5,860.00	-6,125.91

ISSUE DATE: 05/30/19 REBATABLE ARBITRAGE: -6,125.91 COMP DATE: 05/30/24 BOND YIELD: 4.607687%