Reunion West Community Development District

Agenda

February 13, 2025

Agenda

Reunion West Community Development District

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February 6, 2025

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, February 13, 2025 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 January 9, 2025 Board of Supervisors Meeting
- 4. Consideration of Resolution 2025-03 Setting a Public Hearing to Amend and Restate the Parking Rules
- 5. Consideration of Resolution 2025-04 Acquisition of Reunion Fairways 17 & 18 Phase 3 Improvements
- 6. Consideration of Scheduling Joint Workshops in March and June
- 7. Review of Fiscal Year 2026 Replacement and Maintenance Project List
- 8. Discussion on Amazon Delivery Procedures at Certain Entrance Gates
- 9. Discussion Regarding CDD Communications
- 10. Staff Reports
 - A. Attorney
 - i. Sunshine Law and Public Records Law
 - B. Engineer
 - i. Pavement Project Update
 - C. Field Manager Updates
 - D. District Manager's Report
 - i. Action Items
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Replacement and Maintenance Plan
 - E. Security Report
- 11. Other Business
- 12. Supervisor's Requests
- 13. Next Meeting Date: March 13, 2025
- 14. 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, **January 9, 2025** 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 Mark Greenstein William (Bill) Witcher Michael Barry Chairman Assistant Secretary Assistant Secretary Assistant Secretary

Also present were:

Tricia Adams
Kristen Trucco
Steve Boyd
James Curley
Alan Scheerer
Grace Montanez
Garrett Huegel
Pete Whitman
Victor Vargas
Residents

District Manager District Counsel District Engineer District Engineer Field Manager Reunion West POA Manager Yellowstone Landscape Yellowstone Landscape Reunion Security

The following is a summary of the discussions and actions taken at the January 9, 2025 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. Four Supervisors were present.

Roll Call

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period. The following residents addressed the Board:

- Mr. Sean Sweeney of 7820 Whitemarsh Way, represented his parents, who questioned why their street was a No Parking Zone. One resident left at least five cars on the street, creating a problem for everyone else. An email was sent to Mr. John Kingsley of the HOA and Ms. Adams was informed that they could not do anything about it. *Mr. Staley stated that this matter would be discussed under the District Manager's Report and Mr. Vargas' report.*
- Resident (Pricilla) of Excitement Drive requested speed bumps a few years ago, on a straightaway on Excitement Drive, but was informed by Ms. Adams that it was not feasible. However, it had a radar sign, but people were not respecting the 25 miles-per-hour (mph) speed limit. In addition, she requested additional bushes on Excitement Drive, where people were parking on the grass and walking to the Excitement Drive shopping center, when they could not find parking. *Ms. Adams pointed out that this was a Reunion East CDD matter, but traffic calming and the recent pavement maintenance would be discussed later in the meeting. Mr. Greenstein requested that the resident speak to Mr. Scheerer, but there would be further discussion at the Reunion East CDD meeting.*
- Mr. David Kantor of 7810 Whitemarsh Way, lived on the street where half of a street was a No Parking Zone and was concerned that it would create an issue with guest parking. Mr. Staley spoke with Mr. Kantor on Tuesday and had some background information to share with the Board.

There being no further comments, Ms. Adams closed the public comment period.

THIRD ORDER OF BUSINESSApproval of the Minutes of the December12, 2024 Board of Supervisors Meeting

Ms. Adams presented the minutes of the December 12, 2024 Board of Supervisors meeting, which were reviewed by District Counsel and the District Manager and were included in the agenda package. Mr. Staley provided non-substantive changes on Pages 13 and 15, which were incorporated. Mr. Barry indicated that, "Ms. Hobbs" should be "Ms. Harley." Mr. Greenstein clarified on Page 3, where he stated, "There were a few blue signs around the Bears Den area, on

Whitewash Way, Tradition Boulevard and Golden Bear Drive," this was in the past and was corrected. Ms. Adams would remove that portion of the statement and leave where he requested further detail on how Fausnight came up with \$18,400.

Mr. Staley clarified on Page 6 of 15, he said, "*If the CDD acknowledged that OCSD had jurisdiction, whether the CDD did not want any traffic enforcement*" and requested On Page 12 of 15, under the Security Report, that his statement, "*On resident who posted on Facebook about security, owned a large house with 10 people living there,*" be deleted. Mr. Barry requested that the statement, on the top of Page 10, "*They would also clean cans once a month,*" be deleted.

On MOTION by Mr. Greenstein seconded by Mr. Witcher with all in favor the Minutes of the December 12, 2024 Board of Supervisors Meeting were approved as amended.

FOURTH ORDER OF BUSINESS

District Engineer's Debriefing on Road Maintenance Project

Mt. Curley provided a debriefing on the recent pavement maintenance and traffic calming project, which was included in the agenda package, as well as updates from their Tuesday walkthrough. Mr. Staley asked if it would be posted on the CDD website. Ms. Adams indicated that it would be included in the record of proceedings. Mr. Curley reported that All County Paving would be onsite on Monday, installing stop bars in pedestrian crossings that they missed, restriping the speed humps with better reflective paint and fixing lines on Tradition Boulevard, from the traffic circle to the bridge. Their plan was to black it out and repaint over it. They were supposed to remove the tack on the brick pavers yesterday on Spine Road and Tradition Boulevard, but were delayed, as the solution that they were using, had a shipment delay. Mr. Staley pointed out that it was not just Reunion Grand. Mr. Curley confirmed that it was in multiple locations. On Friday, All County Paving would raise speed bumps on Excitement Drive to the proper height. Mr. Witcher recalled that Grand Traverse Parkway, heading towards the bridge, there was double yellow line and over the bridge, it had a double yellow line going down Grand Traverse Parkway, but there was supposed to be a double yellow line from the bridge to the intersection of Tradition Boulevard, but not beyond the bridge.

Mr. Staley pointed out that there was confusion over where warning signs should be and questioned whether this was what the Department of Transportation (DOT) required. Mr. Boyd

reported that according to the municipal sign standards, there was no specific guidance on where to place a sign in front of a speed hump, for visibility reasons and the thought was to put it 100 feet in front of it. Mr. Witcher pointed out that in community, a sign was recommended at 100 and 200 feet from the speed bump, as long as it did not block another traffic sign. Mr. Boyd would review the signs on a case-by-case basis.

Mr. Staley felt that there needed to be consistency about where a sign was in proximity to the speed hump. Mr. Greenstein agreed that there needed to be consistency, but 100 feet made sense and should be the standard throughout Reunion. Mr. Witcher pointed out that a potential benefit from signs being 100 or 80 feet away, as it would slow traffic down earlier and reduce speeding. Mr. Staley asked if any of the speed humps needed to be lowered on Excitement Drive. Mr. Curley was not aware of any but would re-measure them to confirm that they were at the proper height of 3 inches. Mr. Greenstein noticed a difference, as some provided a jolt when going over them at 5 mph, which was not the Board's intent, as the intent was to slow traffic to 10 mph. Mr. Curley recalled that All County Paving set the height to 4 inches but could compact them down to 3 inches. Mr. Boyd would verify the height, before All County Paving was onsite. Mr. Staley requested that two speed humps between the I-4 bridge and Sinclair Road gate, be compacted down because they were too high, that one page of the documents provided by Mr. Curley, be updated, so it could be included in the minutes of this meeting and that he provide confirmation that all of the permits and approvals were received, but did not want reflective paint to be applied, until the height of the hump was checked. Mr. Staley indicated that was disappointed in the job that All County Paving did, but did not find the paving to be an issue. Mr. Witcher felt that they did a good job on the pavement and his issue was with the speed humps and the signs. Mr. Boyd pointed out that his biggest issue was with the striping, as it was inconsistent. Mr. Greenstein believed that the essential paving product was good but the crosswalks had to be cleaned up, the speed humps had different heights and there were signage issues. Mr. Staley recalled when he saw the yellow striping between the roundabout and the water park on December 19th, he could not believe what he was seeing and requested that Mr. Curley and Mr. Scheerer tell All County Paving to stop, questioned their supervision and requested that the CDD be compensated. Mr. Greenstein requested that All County Paving correct it. Mr. Boyd reported that Ms. Adams was withholding payment until the pavement markings were corrected and all punch list items were completed. Ms. Trucco pointed out that there was language in the contract for

withholding payment and it was in the District Engineer's discretion, if the contractor did not comply with the terms of the agreement.

Mr. Barry felt that the Board should have discussed what they wanted the speed to drop to, as someone was driving over the speed hump and the acceptable height. Mr. Witcher had an issue with the placement of the advanced warning signs. Mr. Staley felt that the speed humps were effective, but 5% of the drivers would not follow speed dlimits. Once the signs were installed, the noise level went down considerably; however, 50% of the community liked the speed humps, but 50% did not like them. Mr. Greenstein noted that everything that the Board did, was with the community safety in mind, but there would have to be some mechanism, in order to get compliance. Mr. Staley appreciated Mr. Boyd for stopping the striping on December 19th and taking control of the situation but wanted to find a way to communicate with the community, as there were over 150 Facebook messages and no other way to communicate with residents, other than sending an HOA email blast. Ms. Adams recalled that the Board directed communication to be sent in advance of the project, which was a good move, as residents contacted staff through email. Mr. Staley questioned how to communicate with residents that changes would be made to the striping and signage. Ms. Adams would send out a notice, with language from the document that the District Engineer prepared. Mr. Staley requested that it include the Action Plan. Mr. Greenstein agreed with having communication with residents, as it was hard to deal with residents who were venting on Facebook. Mr. Staley felt that the Board should not be driven by what was on Facebook or Twitter and felt that residents should have the opportunity to speak to Board Members. Mr. Greenstein recalled at one time, having a member's reception once a month with the Resort. Mr. Staley encouraged residents to come to their meetings or call him.

FIFTH ORDER OF BUSINESS Consideration of Revised Amenity Use Policy

Ms. Adams reported that the Reunion East and Reunion West CDDs owned, maintained and operated certain amenities, such as the playground and outdoor Fitness Center and from time to time, the Amenity Policies needed to be changed. The Board had the ability to change them at any duly noticed public meeting. There needed to be changes to the Amenity Use Policy, as a result of Reunion Resort no longer managing the Heritage Crossings Community Center (HCCC) and staff recommending that the Board remove any reference to fees, as it made sense to move all of the fees to the Special Events Policy that the Reunion East CDD Board would be reviewing later. The suggested changes were to remove references to contacting the Reunion Resort office, as well as some minor formatting changes throughout the document. This was an administrative matter and there were no significant policy changes for the Board to consider.

> On MOTION by Mr. Barry seconded by Mr. Staley with all in favor the Revised Amenity Use Policy was approved.

SIXTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Trucco distributed an updated version of the Easement Agreement with the Reunion West Property Owner's Association, Inc. (POA), for the playground in the Reunion West Encore neighborhood. Per Board direction at the last meeting, the provisions in the agreement mirrored the provisions in a prior Easement Agreement with Kingwood for the Reunion East CDD. The previously presented version was a good form to use as it had a great deal of detail and included the insurance obligation; however, the Board preferred that the CDD maintain the fence in perpetuity and the playground for 20 years, but did not have an obligation to replace it after 20 years. However, she noticed that in the Kingwood version, the CDD was maintaining it in perpetuity and had the option of replacing it or make repairs, at the discretion of the CDD. Therefore, she suggested that this Easement Agreement state that this easement exists in perpetuity and the CDD can make repairs or alterations on the playground, as needed, but did not have an obligation to replace the playground. In addition, if the CDD was the conduct the cDD.

Mr. Greenstein felt that they needed to evaluate what was in the existing agreement for the Reunion East CDD and it should not be different, even though there were two different entities. There was Board consensus for Ms. Trucco to mirror the Kingwood Agreement for those terms. Mr. Staley asked if this needed to be brought back to the Board. Ms. Adams confirmed that the Board already approved the Easement Agreement in substantial form and it would be provided to the POA for execution.

Ms. Trucco reported that the Acknowledgement Regarding Traffic Control Jurisdiction, that was approved by the Board at the last meeting, was signed and sent to counsel at the Osceola County Sheriff's Office. She was informed that the assistant attorney would work on it and would follow up. Mr. Staley asked if there was anything else in her cover letter that the Board needed to

know about. Ms. Trucco stated that they were informed that both Boards approved it and asked how or if the CDDs should proceed with changing the color of the signage. Mr. Greenstein felt this would be the only practical consideration. Ms. Trucco would continue to update the Board. There was no update on the litigation, the hearing on the motion to dismiss was still at the end of the month and would have an update at the next meeting. She was reviewing the 2019 requisition, which was included in the agenda package and would be presented by Ms. Adams later in this meeting. There would be follow up on the completion documents to close out the Series 2019 bond at a future meeting.

B. Engineer

There being no comments, the next item followed.

C. Field Manager Updates

Mr. Scheerer reported that pressure washing throughout the property, was still occurring and thus far, it looked good. On the Reunion West side, ceiling tiles in the guardhouse, were being replaced this week. Sidewalk repairs were ongoing. Mulch was either being installed or was complete throughout Reunion East and West. There were some minor fence repairs in the Encore area. The deposit invoice for Playtopia was received and was approved. There would be a construction update at a future meeting, on how long it was going to take for them to get mobilized and permitted. Mr. Staley noted that the signage on the Grand Traverse Parkway and Valhalla Terrace, looked good and the lights were powerful, but they were still struggling with the lights at Legends Corner in Masters Landing. Mr. Scheerer noticed they were working when he entered the community early this morning. The 35-watt lamp made a difference, but if the Board wanted something brighter, he could install a higher watt bulb. Mr. Barry and Mr. Staley felt that it was bright enough. The only item on the Action Items List, was the Encore Reunion playground, which was just discussed. Mr. Staley questioned what they would do with the old radar signs, when the new ones were installed. Mr. Scheerer indicated that several were not functioning and recommended finding additional areas that needed additional traffic enforcement. He would have a report on the radar sign installed on Euston Drive. Ms. Adams pointed out even though they were not useful for gathering information, it still provided a helpful reminder to drivers to pay attention to the speed limit.

Mr. Greenstein asked if data was not retrievable even at the sign. Mr. Scheerer noted that the one at the corner of Bears Den Lane and Grand Traverse Parkway, was working, but they could not retrieve the data; however, as long as it was displaying the flashing speed, they could continue to be used, as it was slowing people down. The new ones would be cloud based. Mr. Staley recommended placing one on Excitement Drive, as recommended by a resident earlier in the meeting. Mr. Scheerer recalled that there was already a radar sign at this location and the resident wanted a speed bump. He downloaded the information, which indicated that there was no speeding issue, but would download it again. Mr. Witcher requested that filters be applied, as he would like to see the data without low-speed vehicles, such as the 15-mph golf cart that was cruising around the property for the resort. Mr. Scheerer recalled when they set up the radar display signs, it was set at a minimum of 15 mph and a maximum of 45 mph but could raise it to 20 mph as a minimum and keep the maximum at 25 mph or not have a maximum. Mr. Witcher understood that a standard golf cart that was not street legal, could go up to 19 mph. Street legal starts at 25 mph for golf carts, but many could go to 30 to 35 mph. Mr. Scheerer pointed out if he raised the minimum, the radar sign would not activate until the minimum speed was reached. Mr. Witcher preferred to leave it alone for the time being, as he was unaware that a minimum was programmed into the sign.

D. District Manager's Report

Ms. Adams requested that the Board discuss the Parking Rules and the process that the Board adopted them, since Mr. Sean Sweeney of 7820 Whitemarsh Way, was waiting to discuss this matter, since the Public Comment Period. Originally, the Parking Rules were adopted in 2020; however, before the Parking Rules could be adopted, there must be a public hearing and a legal notice must be published. In addition, as a courtesy, an electronic mail message was sent by the Master Association to Reunion residents. The proposed public hearing information, such as a draft of the Parking Rules was included on the District's website. The Parking Rules were subsequently amended and restated in 2021 and then again in December 2023. Attached to the Parking Rules, were parking maps. Mr. Sweeney was provided with a copy on December 20th, but there was confusion on Whitemarsh Way. When the Parking Rules were implemented, signage should have been installed in accordance with the rules that the Board adopted and matched them. The District Engineer suggested No Parking zones, based on their vicinity to intersections, curves or other line of sight issues. There were areas where parking was restricted to one side of the roadway, in order

to allow for a free flow of traffic and if deemed necessary by the engineer, there were restrictions on both sides of the roadway. However, there was error on signage at Whitemarsh Way, which had since been corrected.

Mr. Staley clarified when the Parking Rules were amended on December 23rd, it was in response to a concern with people having difficulty coming out of the first turn on Muirfield Loop onto Whitemarsh Way, due to parked vehicles. Therefore, when the Parking Rules were amended on December 23rd, the No Parking was extended from the corner of Tradition Boulevard to 10 vards past the Muirfield Loop junction, so drivers were not faced with a vehicle opposite them. However, signage was not installed at the time, but during the Christmas holiday, the contractor installed the required signage too far down Whitemarsh, almost to the end of Whitemarsh, which was not the intention and was in error. As recent as yesterday, Mr. Scheerer removed and reinstalled the signage, showing the end of the No Parking area, 10 yards past the junction of Muirfield Loop. The new signage was in line with what was approved in December of last year, but sometimes people parked a car in front of someone else's homes, which they could not do anything about and assumed that Mr. Sweeney had not seen the new signage. Ms. Adams pointed out in addition to providing the Parking Rules on December 20th, they clarified that the jurisdiction for regulating the Parking Rules, was the CDD, but there may have been some confusion on Whitemarsh Way regarding residents believing that they controlled the parking in front of their residential property. These were public roads and the CDD owned and maintained the roadway and adopted these Parking Rules and therefore the CDD governed parking. However, if there was a traffic enforcement, law enforcement or public safety issue, residents were directed to contact the Osceola County Sheriff's Office for assistance.

Mr. Sean Sweeney of 7820 Whitemarsh Way, believed that the residents at 7818 Whitemarsh Way were causing the issue and felt that the Board was addressing the symptom rather than the cause, as the stop sign at Muirfield Loop, was never used. The map of The No Parking zone on the CDD website, showed that it ended at 7822 Whitemarsh Way, which was incorrect. In addition, residents never received notification and it took an entire year to change it. It needed to be reviewed and residents be able to say something about it, as it negatively impacted residents who needed to park in the street in front of their home. It was not fair to everyone. Mr. Staley disagreed with Mr. Sweeney, as recalled there was No Parking for the first 50 years on Whitemarsh Way, for several years and the map on the CDD website, showed that the No Parking was extended

10 yards past the Muirfield junction. Mr. Scheerer installed a sign, indicating this, which was consistent with the Parking Rules approved by the Board in December. The issue with people not stopping at the stop sign, was a traffic enforcement issue, but if Security notices it during their roving patrol, they could educate the drivers. Changing the Parking Rules, to accommodate people not stopping at stop signs, was wrong, because even if people stopped at the stop sign, it was dangerous to have cars parked in the opposite direction, as vehicles were coming in both directions. The CDD Board needed to address a problem that was in the interest of public safety. However, Mr. Staley sympathized with Mr. Sweeney, for not being able to park outside of his home, but as Ms. Adams stated, residents did not have that right to govern parking on public roadways and he wished people used their driveways. He drove through the area and suggested that Mr. Sweeney park on the driveway behind his house, as it hardly had any cars parked on it. As far as the CDD Board, Mr. Staley felt that they did what they were required to do and acted in the best interest of the community. There was not much more that the CDD Board could do at this point in time.

Mr. David Kantor of 7810 Whitemarsh Way, clarified that cars were not parked when Mr. Staley was driving by, because many guests were short-term renters, who were at the Theme Parks for most of the day and the garage did not fill up with cars until the end of the day. When he purchased his home in 2018, the driveway in back of the property was too small to accommodate two cars, unless trees were removed to extend it. As a result, guests that stay in the main house, must park in front of his house. The two neighbors on either side of him, had units that were similar and there was not enough space. Mr. Staley understood, as there were only so many cars that could park in a 35-foot piece of property in front of a home and with the number of rental properties in their community, there were more cars than the property could accommodate and suggested that the Board could consider offering parallel parking at the Whitemarsh Mound, as part of a future capital project, which he discussed with Mr. Scheerer. Mr. Greenstein liked the idea of using this property for parking, similar to the mail kiosk parking and did not look at the alley or the width of driveways behind Whitemarsh Way, but if a surface was not permanent, such as pavers, it could be extended. Mr. Staley felt that was a valid point, as there was an issue in the community with too many cars, that was compounded by garages being used for arcades. The CDD did what was right for public safety and would investigate the possibility of providing additional parking and requested that Mr. Sweeney and Mr. Kantor keep in touch with him.

Mr. Staley recalled that the Reunion East CDD Board made changes to their Parking Rules in August and at the time, he compared the Reunion East and Reunion West CDD policies, for consistency purposes. There were significant differences, such as Reunion East having a provision for parking at the playground being limited to 60 minutes and the mail kiosk parking be limited to 15 minutes, prohibit parking within 15 feet of a fire hydrant and having the ability to remove abandoned or broken-down vehicles within five days. Ms. Adams confirmed that Florida Law prohibited parking in front of a stop sign and fire hydrant irrespective of parking rules. She noted the Board had the ability to schedule a public hearing to amend and restate the Parking Rules. Mr. Staley preferred to take action to set a public hearing to amend the Parking Rules. Ms. Adams would provide proposed Parking Rules for the next agenda, in order for the Board to set the public hearing. Mr. Greenstein recalled at some of the mail kiosks, there were multiple parking spaces, two for the mail kiosk and two free spaces. Mr. Staley suggested discussing how many spaces were for the playground, mail kiosk and how many were free. Mr. Witcher felt that there needed to be similarity between the Reunion East and Reunion West CDD policies but recalled that the signs were changed to temporary parking, due to guests parking to use the playground and staving for more than 15 minutes. Mr. Staley recalled that there was no time period. There was Board consensus for Ms. Adams to provide proposed Parking Rules at the next meeting.

i. Action Items List

Ms. Adams presented the Action Items List, which was included in the agenda package. It included projects for Reunion East and Reunion West.

ii. Approval of Check Register

Ms. Adams presented the Check Register from December 1, 2024 through December 31, 2024 in the amount of \$2,462,931.65 for the General Fund and payroll, which was included in the agenda package, along with a detailed check run. As a result of tax revenues being received, there were some large transmittals to the Trustee for interest and principal payments and a transfer to the State Board of Administration (SBA) account.

On MOTION by Mr. Greenstein seconded by Mr. Witcher with all in favor the December Check Register was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through November 30, 2024, which was for the first two months of Fiscal Year 2025. It was for informational purposes and included the Combined Balance Sheet. Under revenue, CDD maintenance fees were starting to be received. Mr. Staley noted that in the maintenance section for Heritage Crossing for the shared expenses, not much was spent. Ms. Adams pointed out in discussions with the CDD accountant and with Mr. Scheerer, some invoices may not have been coded to Heritage Crossings. An audit was being performed for this fiscal year. Mr. Staley recalled that the Board discussed meeting with the Reunion East CDD about solutions on what to do with this building, as it cost \$130,000 to \$150,000 to maintain it. This would be brought back to the Board at a future meeting. Ms. Adams noted there were some pages for debt service payments, for any interest and principal payments that were made.

iv. Approval of Bond Requisition #10

Ms. Adams presented Bond Requisition #10 to Reunion West Development Partners in the amount of \$89,313, which was included in the agenda package. When a bond was issued, it generated funding for the eligible expenses related to the infrastructure of the community. As the property was turned over to the CDD, the CDD reimburses for those expenses out of the Construction Fund. This was the last requisition for Series 2019. Ms. Trucco was working on a couple of related issues that run in tandem with the bond requisition, one of which was for an audit, to ensure that any property related to this requisition, was properly conveyed to the District. Since this was the last requisition and the Series 2019 project was completed, there was a formal process in the Trust Indenture, for the District Engineer to declare the project complete and a completion certificate would go to the Trustee, directing the closing of the construction account. Bond Requisition #10 was reviewed by the District Engineer and the documentation for the eligible expenses, was attached. Ms. Trucco requested that the motion be subject to execution by District Counsel, confirmation by the District Engineer regarding conveyance of the improvements and direction to start the conveyance process. Mr. Staley recalled that the 2019 bond covered some streets in Encore, such as Eagle Trace by the main resort and Bears Den Lane. Mr. Boyd confirmed that it covered Bears Den Lane. Ms. Trucco clarified that the requisition covered Reunion 17th and 18th fairway in Phase 3.

On MOTION by Mr. Barry seconded by Mr. Greenstein with all in favor Bond Requisition #10, subject to execution by District Counsel, confirmation by the District Engineer regarding conveyance of the improvements and authorization to start the conveyance process was approved.

v. Replacement and Maintenance Plan

Ms. Adams presented the R&M Plan, which was for informational purposes. The spreadsheet was updated each month with input from Mr. Scheerer. The items in process or deferred, were at the top of the list, followed by the Fiscal Year 2025 project list. They were coming to closure, but some items were still in process, such as one treadmill replacement at Seven Eagles. At next month's meeting, Mr. Scheerer would provide a proposal for The Terrace pool renovation/resurfacing and the lighting for this building. Next month, some of the recommended projects, based on field conditions or the Reserve Study, for items at the end of its useful life, as well as any potential Fiscal Year 2025 projects, would be discussed.

E. Security Report

Staff provided under separate cover, the December Security Report from Reunion Security and the Reunion West POA. No Board action was required and was for informational purposes. Mr. Victor Vargas of Reunion Security was present. Mr. Staley recalled at the last meeting, the parking problem in Muirfield Loop, was discussed, which had the worst parking situation, as one house accommodated 30 to 40 people, but only had one or two parking spaces. He met with Mr. John Kingsley, Mr. Vargas and the homeowner that was impacted by the abuse of the parking on this street. Everyone accepted that they were not going to be able to solve the problem of this particular house, as it would continue to have three to ten cars. However, in the short-term, there were some solutions, which was well received by the homeowner and were within the CDD's purview under the Parking Rules. If someone parked in front of his house and blocked their driveway, Mr. Vargas would immediately take action to remove the vehicle, by knocking on the door of the home that infringed the Parking Rules and placing a tow sticker on the vehicle. If no one was available to move the vehicle, Mr. Vargas would immediately contact the towing company. This would also apply to situations, where people were parked in front of fire hydrants. Mr. Witcher assumed that the State of Florida had regulations about parking in front of fire hydrants, as it was a true safety issue and preferred that the vehicle be towed immediately. Mr.

Staley did not think the Board needed to approve anything, as Mr. Vargas had the authority to enforce the parking rules. Mr. Barry felt that it made sense. Mr. Greenstein pointed out that blocking someone's driveway, a fire hydrant and sidewalks, were violations of State Law.

Mr. Staley recalled also discussing with Mr. Kingsley, the property management company, assisting with the implementation of the Parking Rules, which Mr. Kingsley supported, by once or twice a year, sending a communication to remind residents about the Parking Rules, that they would be implemented and enforced and including a one-page summary of the rules. There could also be a reference to the website, where there would be full details of the rules. Mr. Witcher requested that the preferred builders in Reunion be included, in order to provide this information to their subcontractors. Mr. Staley agreed and further requested that the four major property management companies educate their own people, as two vehicles from one of the companies, were parked all over the grass outside of a home. Ms. Trucco must review the rules about warnings. Mr. Staley recalled that it did not provide any timeframe. Ms. Adams confirmed that it just said vehicles were subject to immediate towing. Ms. Trucco indicated that there must be consistency on application of rule. Mr. Staley pointed out that they were allowing Mr. Vargas to be flexible based on the situation. Ms. Trucco advised if it was a violation of State law also, she understood Mr. Vargas would be acting fast and would include it in the rule. Ms. Adams indicated there must be discretion based on the egregiousness of the situation to act sooner rather than later. Mr. Staley requested that Mr. Vargas come back to the Board and discuss the problems that they were facing with the implementation. There was Board consensus for Mr. Vargas to knock on the door of the home that violated the Parking Rules and placing a tow sticker on the vehicle, but if no one could move the vehicle, he would immediately contact the towing company and for staff to send a communication to the four property management companies, reminding residents about the Parking Rules, enforcement and implementation and including a one-page summary of the rules. Mr. Staley reported that Mr. Kingsley also requested when Mr. Vargas stopped a house party or there was a major issue with a house party, to let him know who had the party, so that he could send a letter or warnings to the owner, as it was in violation of the HOA rules. Mr. Vargas would provide a report.

Mr. Barry asked if someone parked past the driveway and onto the sidewalk, blocking access to the sidewalk, would be receive a violation notice. Mr. Vargas confirmed that he would issue a violation notice. Mr. Staley requested that he use discretion, as parking on a sidewalk was

less egregious than parking over the sidewalk and onto the road and would defer the discussion on the communication until the next meeting. Mr. Barry preferred having an electronic document, versus receiving handouts at the meeting, even if it was sent out the night before. Ms. Trucco would send out documents that she provided at this meeting and Ms. Adams would provide an electronic copy of the updated engineer's paving report to Board Members when it was received. She would include the discussion regarding CDD communications and review of the CDD Parking Rules on the next agenda.

SEVENTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Ms. Adams stated that the next meeting was scheduled for February 13, 2025 at 11:00 a.m. at this location.

TENTH ORDER OF BUSINESS

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

Adjournment

Secretary/Assistant Secretary

Chairman/Vice Chairman

Next Meeting Date: February 13, 2025

SECTION 4

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT SETTING** A PUBLIC HEARING TO BE HELD ON APRIL 10, 2025 AT 11:00 A.M. AT THE HERITAGE CROSSING COMMUNITY CENTER, 7715 HERITAGE CROSSING WAY, REUNION, FLORIDA 34747, FOR THE PURPOSE HEARING **PUBLIC** COMMENT OF ON THE ESTABLISHMENT OF REVISED RULES FOR PARKING ON DISTRICT PROPERTY AND THE TOWING OF IMPROPERLY PARKED VEHICLES ON DISTRICT PROPERTY IN ACCORDANCE WITH CHAPTERS 120 AND 190, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors (the "Board") of the Reunion West Community Development District (the "District"), pursuant to Board action, has determined to establish revised rules related to parking on District Property and the towing of improperly parked vehicles on certain areas of District property (the "Parking and Towing Rules"), the Board now desires to hold a public hearing to consider the advisability and propriety of said revised rules and policies, and also desires to provide notice of said public hearing; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA:

1. That there is hereby declared a public hearing to be held on April 10th, 2025 at 11:00 a.m., at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747, for the purpose of hearing comment and objection to the proposed Parking and Towing Rules, and the adoption of said Parking and Towing Rules. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or via email to tadams@gmscfl.com.

2. That the Board also hereby accepts for the purposes of this Resolution, the preliminary, proposed Parking and Towing Rules, attached hereto as Exhibit "A".

3. That notice of said hearing shall be advertised in accordance with Chapters 120 and 190 *Florida Statutes*, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation within Osceola County, Florida.

4. That this Resolution shall become effective upon its passage.

[SIGNATURES ON FOLLOWING PAGE.]

SIGNATURE PAGE TO RESOLUTION 2025-03 REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

PASSED AND ADOPTED this 13th day of February, 2025.

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Name: ______ Secretary / Assistant Secretary

Chairman

Resolution 2025-03 Setting Hearing on Rule Governing Parking and Towing Reunion West Community Development District

RULES OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

PARKING AND TOWING RULES

Adopted August 13, 2020 (Resolution 2020-04); Revised April 8, 2021 (Resolution 2021-06); and Revised December 14, 2023 (Resolution <u>2024-01</u>)

- 5.0 <u>Parking and Towing.</u> The rules and regulations of this Chapter V are hereby adopted by the Reunion West Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
 - 5.1 <u>Applicability.</u> The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, verge areas (space between sidewalk and roadway) and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of -Way"), as generally depicted on the parking and towing maps shown in Appendix 5.0 (the "Parking and Towing Maps"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
 - 5.2 <u>District Parking Lots or Areas.</u> Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.

5.3 <u>On-Street Parking.</u>

5.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District Parking and Towing Maps attached hereto as Appendix 5.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:

(a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.

(b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dualwheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale and verge area (space between the sidewalk and roadway).

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

5.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 5.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

5.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

5.3.4 Vehicles temporarily parked in accordance with Section 5.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 5.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

5.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area and shall immediately be removed.

5.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

5.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

5.4 <u>Parking in Other Areas of the District.</u> Parking of any vehicle or trailer, including but not limited to those referenced in Section 5.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

5.5 <u>Enforcement</u>

5.5.1 <u>Towing</u>. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

5.5.2 <u>Suspension and Termination of Privileges</u>. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

5.6 <u>Suspension of Rules.</u> The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

5.7 <u>Damage to District Property.</u> Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

5.8 <u>Vehicle Repairs</u>. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

5.9 <u>Other Traffic and Parking Regulations.</u> Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

5.10 <u>Playground and Mail Kiosk Use.</u> Parking in the parking spaces located in front of the playground and mail kiosks, as depicted in Appendix 5.1 attached hereto, is restricted unless the individual is parked in such parking spaces during their use of the playground and/or mail kiosk.

Effective : December 14, 2023 Statutory authority: Sections 190.011, 190.012, 120.45, *Florida Statutes*

Appendix 5.0

District Parking and Towing Maps

[ATTACHED ON FOLLOWING PAGE(S)]



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Exhibit A

RULES OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

PARKING AND TOWING RULES

Adopted August 13, 2020 (Resolution 2020-04); Revised April 8, 2021 (Resolution 2021-06); Revised December 14, 2023 (Resolution 2024-01) and Revised Month, Date, Year (Resolution XXXX-XX)

- 5.0 <u>Parking and Towing.</u> The rules and regulations of this Chapter V are hereby adopted by the Reunion West Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
 - 5.1 <u>Applicability.</u> The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, verge areas (space between sidewalk and roadway) swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right- of -Way"), as generally depicted on the parking and towing maps shown in Appendix 5.0 (the "Parking and Towing Maps"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
 - 5.2 <u>District Parking Lots or Areas.</u> Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
 - 5.3 On-Street Parking and Mailbox and Playground Parking,

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5.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District Parking and Towing Maps <u>– Revised Month, Day, Year, attached hereto as Appendix 5.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:</u>

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(a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate at a public Board of Supervisors meeting.

Commercial vehicles (which for purposes of this provision are defined (b) as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dualwheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale and verge area (space between the sidewalk and roadway).

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

5.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 5.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes. <u>Parking in the parking</u> spaces located in front of the playground and /or mailbox kiosks, is restricted unless the individual parked in such spaces during their use of the playground and /or mail

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kiosk. Parking for mailbox kiosks is restricted to no more than fifteen (15) minutes and parking for playground use is restricted to no more than sixty (60) minutes. Any cars parked in the mail kiosk and/or playground parking spaces for extended periods of time, including overnight, shall be subject to towing at owner's expense.

5.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas

5.3.4 Vehicles temporarily parked in accordance with Section 5.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 5.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.
- (f) Shall not park within fifteen (15') on either side of a fire hydrant.

5.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area and shall immediately be removed. <u>Abandoned and/or broken down</u> vehicles are not permitted to be parked on-street at any time and are subject to towing at the owner's expense. Any vehicle that has not moved for a period of five (5) days is considered abandoned and subject to being towed at the owner's expense.

5.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas

5.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

5.4 <u>Parking in Other Areas of the District.</u> Parking of any vehicle or trailer, including but not limited to those referenced in Section 5.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

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5.5 <u>Enforcement</u>

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5.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

5.5.2 <u>Suspension and Termination of Privileges.</u> A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

5.6 <u>Suspension of Rules.</u> The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

5.7 <u>Damage to District Property.</u> Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

5.8 <u>Vehicle Repairs.</u> No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lots or Parking Areas, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

5.9 <u>Other Traffic and Parking Regulations.</u> Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

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Deleted: <#><u>Playground and Mail Kiosk Use</u>. Parking in the parking spaces located in front of the playground and mail kiosks, as depicted in Appendix 5.1 attached hereto, is restricted unless the individual is parked in such parking spaces during their use of the playground and/or mail kiosk

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Appendix 5.0

District Parking and Towing Maps - Revised Month, Date, Year



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SECTION 5

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF IMPROVEMENTS IN THE ASSESSMENT AREA FIVE PROJECT FROM REUNION WEST DEVELOPMENT PARTNERS, LLLP RELATED TO REQUISITION NO. 9 OF THE SERIES 2019 BONDS; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Reunion West Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District;

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District;

WHEREAS, Reunion West Development Partners LLLP, a Florida limited liability limited partnership (hereinafter the "Developer"), has requested a requisition of funds from the Series 2019 Bonds for completed Assessment Area Five Project improvements (the "Improvements"), as more particularly described in the conveyance documents attached hereto as **Exhibit "A"** (collectively, the "Conveyance Documents")

WHEREAS, the Developer has also requested the transfer and acceptance of the Improvements from the Developer to the District in accordance with the plans for the District;

WHEREAS, the District Manager, District Counsel and District Engineer have reviewed the proposed conveyance of Improvements from the Developer, and the District Engineer has provided a Certificate of the District Engineer related to such conveyance, a copy of which is attached hereto as part of **Exhibit "A"**, in order to evidence compliance with the requirements of the District for accepting such conveyance of Improvements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the "Board"), as follows:

1. <u>Incorporation of Recitals</u>. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. <u>Approval of Acquisition and Transfer of the Improvements.</u> The Board hereby approves the transfer and acceptance of the Improvements from the Developer to the District, as described in the Conveyance Documents, and approves and accepts the Conveyance Documents evidencing such conveyance.

3. <u>Authorization of District Staff.</u> The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the Improvements described in the Conveyance Documents, and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. <u>Ratification of Prior Actions</u>. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. <u>Severability</u>. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

PASSED in public meeting of the Board of Supervisors of the Reunion West Community Development District, this 13th day of February, 2025.

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

Attest:

Print:

Secretary/Asst. Secretary

By:	
Name:	
Title:	

EXHIBIT "A"

CONVEYANCE DOCUMENTS

- 1. Bill of Sale Absolute and Agreement
- 2. Owner's Affidavit
- Agreement Regarding Taxes
 Certificate of District Engineer

[See attached.]

BILL OF SALE ABSOLUTE AND AGREEMENT

Reunion West Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this ______ day of ______, 2025, by and between **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **REUNION WEST DEVELOPMENT PARTNERS LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Developer"), whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486.

RECITALS

WHEREAS, the Developer has constructed certain infrastructure improvements in the Reunion Fairways 17 & 18 Phase 3 phase, as described in Exhibit "A" attached hereto (the "Improvements");

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District, in accordance with the plans for the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer's right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer's right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer's right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The above recitals are true and correct and are incorporated herein by reference.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered

(Signature)

(Print Name)

(Signature)

(Print Name)

REUNION WEST DEVELOPMENT PARTNERS LLLP,

a Florida limited liability limited partnership

By: Reunion West Homebuilders, LLC, a Florida limited liability company, its general partner

By:

Arthur J. Falcone, Manager

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of \blacksquare physical presence or \Box online notarization, this ______ day of ______, 2025, by Arthur J. Falcone, as Manager of Reunion West Homebuilders, LLC, a Florida limited liability company, the general partner of Reunion West Development Partners LLLP, a Florida limited liability limited partnership. He [__] is personally known to me, or [_] has produced ______ as identification.

(SEAL)

Notary Public; State of Florida Print Name: ______; Comm. No.: ______;

COUNTERPART SIGNATURE PAGE TO BILL OF SALE

Reunion West Community Development District

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT,

a Florida community development district

ATTEST:

By:_____

By: _______Secretary/Asst. Secretary

Print: Graham Staley

Title: Chairman

STATE OF FLORIDA COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as Chairman of the Board of Supervisors, of the REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced ______as identification.

Notary Public; State of Florida
Print Name:
My Commission Expires:
My Commission No.:

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS

1. Stormwater

Located in the following location:

REUNION FAIRWAYS 17 & 18 PHASE 3, according to the plat thereof, recorded in Plat Book 29, Page 38 of the Official Records of Osceola County, Florida.

OWNER'S AFFIDAVIT Reunion West Community Development District

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Arthur J. Falcone ("Affiant"), as President of Reunion West Homebuilders, LLC, a Florida limited liability company, the general partner of Reunion West Development Partners LLLP, a Florida limited liability limited partnership, whose principal address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (the "Owner"), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the owner of certain infrastructure improvements located in Osceola County, Florida (the "Improvements"), as more particularly described on **Exhibit** "A" attached hereto, and that Affiant is President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Improvements, as described in the Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances.

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Improvements might be disputed or questioned, or by reason of which any claim to any part of the Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Improvements which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Improvements which is now pending in any state or federal court in the United States affecting the Improvements, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Improvements.

7. That there are no easements, liens, assessments for utilities or other encumbrances on the Improvements that would interfere with the District's operation of the Improvements.

8. That this Affidavit is given for the purposes of inducing the Reunion West

Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Improvements after conveyance of the Improvements to the District, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 46-5485490; (v) has a mailing address of One Town Center Road, Suite 600, Boca Raton, Florida 33486. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2025

Signed, sealed and delivered in our presence:

REUNION WEST DEVELOPMENT PARTNERS LLLP,

its general partner

a Florida limited liability limited partnership

By: Reunion West Homebuilders, LLC, a Florida limited liability company,

By:

Arthur J. Falcone, Manager Address:

(Signature)	
-------------	--

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of \boxtimes physical presence or \square online notarization, this _____ day of _____, 2025, by Arthur J. Falcone, as President of Reunion West Homebuilders, LLC a Florida limited liability company, the general partner of Reunion West Development Partners, LLLP, a Florida limited liability limited partnership. He [__] is personally known to me.

(SEAL)

Notary Public; State	e of Florida
Print Name:	
Comm. Exp.:	; Comm. No.:

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater

Located in the following location:

REUNION FAIRWAYS 17 & 18 PHASE 3, according to the plat thereof, recorded in Plat Book 29, Page 38 of the Official Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

Reunion West Community Development District

WITNESSETH

WHEREAS, Developer constructed the infrastructure improvements described in **Exhibit "A"** attached hereto (the "Improvements") and is the owner of the Improvements;

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*;

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has simultaneously with the execution of this Agreement, conveyed the Improvements to the District by Bill of Sale Absolute and Agreement;

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District's status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2024 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, related to the Improvements levied on the Property for the tax year 2024.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes (if any) pertaining to the Improvements, as applicable, or in the alternative, shall seek a minimal valuation of the Improvements, from the Osceola County Property Appraiser, as applicable, and subsequent to tax year 2024, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Reunion West Community Development District

REUNION WEST DEVELOPMENT PARTNERS LLLP , a Florida limited liability limited partnership
By: Reunion West Homebuilders, LLC, a Florida limited liability company, its general partner
By:Arthur J. Falcone, President

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST

X_____ By: _____

Print: Graham Staley

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater

Located in the following location:

REUNION FAIRWAYS 17 & 18 PHASE 3, according to the plat thereof, recorded in Plat Book 29, Page 38 of the Official Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER

Reunion West Community Development District

I, Steve Boyd, P.E. of Boyd Civil Engineering, Inc., a Florida corporation, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 43225, with offices located at 6816 Hanging Moss Road, Orlando, Florida 32807 ("Boyd"), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Boyd, currently serve as District Engineer to the Reunion West Community Development District (the "District").

2. That the District proposes to accept from **REUNION WEST DEVELOPMENT PARTNERS LLLP**, a Florida limited liability limited partnership ("Developer"), for ownership, operation and maintenance, certain infrastructure improvements, described in **Exhibit "A"** attached hereto and incorporated herein (collectively, the "Improvements"). Any Improvements being conveyed to the District are being transferred at only nominal cost to the District; therefore no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Improvements from the Developer to the District and the District's acceptance of such Improvements. The District will rely on this Certification for such purposes.

4. The approximate value of the Improvements is \$227,258.70.

5. That the Improvements were constructed, installed, and completed, as appropriate, in accordance with known plans, regulations, rules, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less.

6. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Boyd are being held by Boyd as records of the District on its behalf, and the conveyance of the Improvements to the District is consistent with the development plans for the District.

7. That the District shall pay no more than the actual cost incurred for the Improvements built or constructed by or at the direction of the Developer, or the current value thereof, whichever is less, as determined by the District Engineer.

[Signatures provided on the following page.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Reunion West Community Development District

DATED: February , 2025

Witness:	
Print:	Steve Boyd, P.E.
	State of Florida License No.: 43225 on behalf of the company,
	Boyd Civil Engineering, Inc.
Witness:	
Print:	

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of February, 2025 by **STEVE BOYD** of Boyd Civil Engineering, Inc., a Florida limited liability company authorized to transact business in Florida, on behalf of said corporation. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: ______ Comm. Exp.: ______ Comm. No.: ______

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater

Located in the following location:

REUNION FAIRWAYS 17 & 18 PHASE 3, according to the plat thereof, recorded in Plat Book 29, Page 38 of the Official Records of Osceola County, Florida.

SECTION 7

FY2026 Preliminary Project List	Estimated Cost	RE 57%	RW 43%
Seven Eagles Fountain Refurbishment/Linear Park	\$72,100	\$41,097	\$31,003
Seven Eagles, Restrooms Counters, Tile, Paint	\$60,000	\$34,200	\$25,800
Stormwater Catch Basins - Drain Inlet	\$60,000	\$34,200	\$25,800
Stormwater Concrete Curbs and Gutters	\$70,000	\$39,900	\$30,100
Concrete Sidewalks	\$75,000	\$42,750	\$32,250
ROW Paver Crosswalks Spine & Tradition	\$40,000	\$22,800	\$17,200
Pool Equipment Allowance	\$46,371	\$26,431	\$19,940
ADA Pool Lift Terraces (2)	\$30,900	\$17,613	\$13,287
Pool Furniture Allowance	\$15,000	\$8,550	\$6,450
GTP Fitness Center Shade Structure	\$60,000	\$34,200	\$25,800
HVAC Replacement Allowance	\$25,000	\$14,250	\$10,750
Signage Replacement Allowance	\$20,000	\$11,400	\$8,600
Heritage Crossings Furniture (Tables and Chairs)	\$40,000	\$22,800	\$17,200
Contingency	\$100,000	\$57,000	\$43,000
Projects deferred from 2025 project list			
subject to being added to 2026 project list	TBD	TBD	TBD
	\$642,271	\$366,094	\$276,177

Reunion East and West R&M

SECTION 8



Delivery process



KEY FOR BUSINESS - TECH SPECS

95% COMPATIBLE





TECHNICAL SPECIFICATIONS

€∥⊡⊙

- Supports Wiegand wiring protocol (badge reader, FOBs) or relay (push button, motion sensor)
- Devices are wired directly into low voltage power (4w) or micro USB
- Connectivity provided by cellular network chipset or Ethernet







Motorized gates and doors

SECTION 9

----- Forwarded message ------From: Graham Staley <gdstaley@gmail.com> Date: Mon, Feb 10, 2025 at 9:49 AM Subject: Reunion West CDD - Communications To: Tricia Adams <<u>tadams@gmscfl.com</u>> **Reunion West CDD** February 13th, 2025 Board Meeting **Discussion Points for agenda item 9 - "CDD Communications"** Three areas to discuss: 1. Communications between Board members - Sunshine Laws - CDD staff 2. Opportunities for the Community to engage with the CDD - Monthly public meetings - Minutes of public meetings - CDD website - Availability of Board members and staff (contact details on the website) 3. Proactive outreach by the CDD to the Community - Everything under 2 above - Use of HOA & POA "email blasts" - Communication through the 2 Reunion Facebook groups via the Group Admins

- Development of the CDDs own "opt-in" email and/or text system for direct communication with the CDD Community

SECTION 10

SECTION A

SECTION I



MICHAEL J. BEAUDINE JAN ALBANESE CARPENTER DANIEL H. COULTOFF SARAH M. DINON JENNIFER S. EDEN DOROTHY F. GREEN BRUCE D. KNAPP PETER G. LATHAM 201 SOUTH ORANGE AVENUE, SUITE 1400 ORLANDO, FLORIDA 32801 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32802 TELEPHONE: (407) 481-5800 FACSIMILE: (407) 481-5801 <u>WWW.LATHAMLUNA.COM</u> JAY E. LAZAROVICH MARC L. LEVINE JUSTIN M. LUNA LORI T. MILVAIN L. WILLIAM PORTER, III CHRISTINA Y. TAYLOR KRISTEN E. TRUCCO DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5800 Email: Jcarpenter@lathamluna.com

To:	CDD Board of Supervisors
From:	District Counsel (Jan Albanese Carpenter, Esq., Kristen E. Trucco, Esq. and Jay E.
Regarding: Date:	Lazarovich, Esq.) Reminder Regarding Sunshine Law and Public Records Law February 2025

I. Sunshine Law

-CDD Supervisors are required to comply with Florida's Sunshine Law.

-All decisions of the CDD must be held "in the Sunshine," meaning at a CDD Board meeting that meets the following three requirements: (1) open to the public; (2) minutes must be promptly recorded and open to public inspection; and (3) reasonable notice of meetings must be provided.

-This means that outside of a CDD Board meeting, two or more Supervisors <u>must not</u> discuss any matter on which foreseeable action will be taken by the Board. This applies to in-person, "liaison" and "virtual" discussions, including text messages, emails, telephone calls, online postings (SOCIAL MEDIA) and any other means of communication between Supervisors (could even include reacting to a public post on social media).

-Supervisors should also be careful not to speak about CDD business in public forums (where other Supervisors may be present) in order to avoid a violation.

-Penalties for violating the Sunshine Law are serious and include (but are not limited to): removal from office, criminal conviction, jail time, fines, attorneys' fees, etc.

***RECENT CASE LAW** (*Parris v. State – we strongly encourage you to read the copy attached*): two Councilmembers were criminally convicted and sentenced to serve jail time for violating the Sunshine Law after holding a meeting with other Councilmembers without proper notice and without being open the public. In his concurring opinion (starting on p. 7 of the attached copy), Judge Ciklin noted:

I think it is important, however, to issue a clarion call to the hundreds of Florida public officials who are subject to the Florida Sunshine Law. Indeed, as more and more individuals become Floridians and engage in civic involvement, our new citizens need to be fully aware of Florida's Sunshine Law.

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all
distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.

Under Florida law, there is no such thing as an "informal" conference or "unofficial" caucus or pass-you-in-the-hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such "innocuous" meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance. And whether done personally or through surrogates (such as aide-to-aide), such meetings are illegal under Florida's Sunshine Law.

-Best practices: (1) utilize Board meetings for discussions with other Supervisors; (2) no decision making/negotiating outside a Board meeting by Supervisor; (3) refrain from posting about CDD business online and responding/reacting to matters online related to CDD business.

II. Public Records Law

-Supervisors are subject to the Public Records Law in Florida and therefore must retain <u>all materials</u> (i.e., documents, emails, **TEXT MESSAGES**, sound recordings, films, maps, books, photographs, tapes, etc.) made or received in connection with the official business of the CDD.

-Opinions/posts/comments posted online by Supervisors regarding CDD matters or matters that may come before the CDD Board are considered "made in connection with the transaction of official business" and are therefore "public records." This means they must be preserved in accordance with law; this is true regardless of whether the post is made on a private social media page or website. Website operators (such as Facebook) are generally private companies with the power to delete or edit material and many permit the user to delete/edit posts. Therefore, there is a significant risk that the public record cannot be retained and produced in accordance with Florida law.

-Penalties for violating the Public Records Law are serious and include (but are not limited to): removal from office, misdemeanor or felony charge (depending on offense), fines, etc.

-Best Practices: (1) in-person or telephone discussions (except with other Supervisors); (2) use or create a separate email account for CDD related materials; (3) avoid posting on social media about CDD business (posts can be removed/edited by users and website controller); and (4) avoid using text/social media messaging.

III. <u>Other</u>

-Since the Sunshine Law requires actions of CDD Boards to be made at CDD meetings, any delegations of authority must be directed by the CDD Board at a CDD meeting and should be very narrowly tailored with defined boundaries/scope. Aside from a possible Sunshine Law violation, any negotiations or work by a Supervisor on behalf of the CDD without specific delegated authority from the CDD Board poses the potential for personal liability (as those actions would be outside the scope of a Supervisor's authority).

KeyCite Yellow Flag - Negative Treatment
 Distinguished by Burton v. Oates, Fla.App. 5 Dist., June 12, 2023
 359 So.3d 1178
 District Court of Appeal of Florida, Fourth District.

Pamela Rapp PARRIS, Appellant,

v.

STATE of Florida, Appellee.

No. 4D21-2682 | [April 12, 2023]

Synopsis

Background: Defendant was convicted in the County Court, Indian River County, Michael Linn, J., of violating Sunshine Law and perjury. Defendant appealed.

Holdings: The District Court of Appeal held that:

sufficient evidence supported findings that defendant knowingly participated in city council meeting that was not "open to the public" and for which "reasonable notice" was not given;

Sufficient evidence showed that defendant made a false statement to investigator that she had received conflicting communications as to whether meeting had been cancelled;

evidence was insufficient to show that defendant clearly indicated she had no phone conversations with any other councilmembers; and

defendant's statements about conflicting communications were material.

Affirmed in part, reversed in part, and remanded with directions.

Ciklin, J., filed opinion concurring specially.

*1180 Appeal from the County Court for the Nineteenth Judicial Circuit, Indian River County; Michael Linn, Judge; L.T. Case No. 312020MM001119B.

Attorneys and Law Firms

Philip L. Reizenstein and Bhakti Kadiwar of Reizenstein & Associates, PA, Miami, for appellant.

Ashley Moody, Attorney General, Tallahassee, and Lindsay A. Warner, Assistant Attorney General, West Palm Beach, for appellee.

Opinion

Per Curiam.

After the City of Sebastian's city manager announced a cancellation of a properly noticed city council meeting, three councilmembers, including the appellant, Pamela Parris, held a meeting anyway, during which they voted to terminate the employment of the city manager, the city attorney, and the city clerk, and voted to remove the mayor and replace him with ***1181** Parris's co-defendant, Damien Gilliams. Based on this meeting, Parris and Gilliams were charged with violating section 286.011, Florida Statutes (2019), commonly referred to as the Sunshine Law. They were also charged with perjury based on statements which they made during an investigation of the Sunshine Law violations. Parris and Gilliams were tried together and found guilty of most counts. Parris appeals her convictions for one count of violating the Sunshine Law and two counts of perjury.¹

Parris raises multiple issues on appeal, most of which pertain to her conviction of a Sunshine Law violation. We address the following three arguments: (1) her conviction must be reversed where section 286.011 does not contain definitions for certain phrases; (2) her responses to the investigator's imprecise questions did not amount to perjury; and (3) her allegedly false statements were not material. We agree that the state failed to prove perjury as alleged in count V, and we reverse on this point, but we affirm with respect to the Sunshine Law arguments. Parris's remaining arguments lack merit, and on these arguments, we affirm without further discussion.

The Trial Evidence

The trial evidence revealed the following. The City of Sebastian operates under a charter form of government and its city manager, city attorney, and city clerk are charter officers. The charter requires the city council to meet once a month, but

meetings are usually held twice monthly with charter officers being required to attend the meetings. Additionally, the city manager requires the attendance of IT personnel to facilitate the broadcast of meetings to the public. Meetings typically start at 6:00 p.m. and are broadcast live.

Parris, Gilliams, and Charles Mauti were elected to the council in November 2019. According to Mauti, they had a common interest: controlling growth. Councilmembers elected Ed Dodd as mayor. Mauti voted for Dodd, but in the ensuing months he had second thoughts. Gilliams confided in Mauti that he wanted to serve as mayor.

In the wake of the pandemic's arrival in the spring of 2020, changes were made to how meetings were held. Prior to that, the routine was the following. The meeting agenda was typically published to the public no later than the Friday before the meeting. City staff customarily set up 125 chairs in the meeting room, which can accommodate up to 420 people, and the doors to the meeting room were unlocked. When councilmembers were ready to begin the meeting, the mayor would "hit [a] button" and could see that the meeting was being broadcast. Doors to the meeting room were kept locked "all the time except for when we have meetings." When no meeting was being held, city officials with a passkey could enter the locked meeting room doors, but the doors automatically locked thereafter.

Beginning with a meeting held in March 2020, the city utilized the Zoom platform, and it "moved the public outside into the courtyard in order to maintain the social distancing." Speakers were placed outdoors "so that people could listen" to the meeting being held indoors. Additionally, members of the public who wished to be heard were escorted indoors and then back to the courtyard once they finished speaking. As one city employee explained, "We were trying to get creative, trying to make sure the public had every opportunity to be able to participate in these meetings."

Also in March 2020, Mayor Dodd signed an emergency declaration giving the city ***1182** manager the authority to cancel meetings. According to another councilmember, Jim Hill, the council "made it very clear to the city manager that if ... he wasn't able to hold a safe meeting" or if there were no emergency issues to be addressed, he could cancel an upcoming meeting.

The charges which the state brought against Parris were based on the facts surrounding the city council meeting scheduled for April 22, 2020, and the events that followed. As the April 22 meeting approached, the city received "an extraordinary amount of emails" from residents who felt it would be prudent to cancel the meeting for public health reasons even though "hot button" topics were on the meeting agenda that had generated much interest from the public. Two of the five councilmembers, including the mayor, advised the city manager that he should cancel the meeting.

In the days leading up to the scheduled April 22 meeting, councilmembers and charter officers communicated regarding whether the April 22 meeting would go forward. On April 19, Gilliams emailed the city manager, requesting he not cancel the meeting, and he advised he would request an emergency meeting if the meeting was canceled. The next day, Gilliams emailed the IT manager, the city manager, and the city attorney, requesting an emergency/special meeting. Councilmember Mauti also emailed the city manager and councilmembers on April 20, stating that he did not agree to cancel the April 22 meeting and he planned to attend.

Meanwhile, the city's staff continued to prepare for the April 22 meeting. The meeting date and time and the agenda had been publicized to the city's residents. The agenda for the meeting contained the typical items: invocation, recitation of the Pledge of Allegiance, roll call, announcements, proclamations, and other routine matters. The agenda also included a resolution related to pandemic protocol, a quasi-judicial hearing to be conducted by the council in its capacity as the Board of Adjustment, a proclamation related to the retirement of the chief of police, and Mauti's request to replace the mayor.

At 2:36 p.m. on April 22, the city manager notified the councilmembers, city attorney, and city clerk by email that he was postponing the meeting:

Based on the consensus of the City Council and the authority granted by the Declaration of Local State of Emergency, I am directing that the meeting of April 22, 2020 be postponed and all items carried forward to the next regularly scheduled meeting.

The meeting was canceled because it became apparent that contentious topics on the agenda were going to draw a large crowd, and the city was "expecting more public than we could accommodate and maintain Sunshine." Additionally, the city was still fine-tuning accommodations it would provide to comply with pandemic restrictions and the Sunshine Law.

Upon being told by the city manager of the meeting's cancellation, the city clerk notified city residents who were on her email list, department heads, the police chief, and the IT staff, as the latter were preparing the room and courtyard for the meeting. Staff "started putting equipment away," and a notice of the cancellation was posted on the city's website, its broadcast channel, and on the doors to city hall. The city clerk left city hall at 4:30 p.m.

Gilliams was aware the meeting had been canceled, but a city resident, Russell Herrmann, informed him that Gilliams's "supporters" were gathering at city hall and "they want to have a rally." Gilliams decided to go and went to city hall dressed in casual clothing and carrying his bullhorn. ***1183** Herrmann called Parris at about 5:10 p.m. to let her know about the rally. She responded that it was "late notice" but she would try to attend. Over at city hall, Gilliams informed residents who had turned out that the meeting had been canceled but they were going to proceed with the meeting once Parris arrived.

Mauti also went to city hall. He was dressed in a suit and ready for a meeting. He was surprised to see a number of people standing outside, as "usually people enter the town hall." He asked Gilliams "what was going on," and Gilliams told him there was a sign posted on the door announcing the meeting was "postponed or canceled." The city hall doors were locked, but Gilliams used a passkey to gain access. None of the charter officers were there, and the meeting room was dark and not set up for a meeting. When Parris showed up, dressed "[i]mpeccably," Gilliams advised them they had a quorum for a meeting and could proceed.

At about 6:00 p.m., Mayor Dodd went to city hall to see if any residents had not received word of the canceled meeting. He saw supporters of Gilliams, Parris, and Mauti standing in the courtyard and signs were taped to the city hall doors announcing the cancellation of the meeting. Upon being told councilmembers were in the chambers, Mayor Dodd knocked on the doors, as they were locked. Gilliams let him in, and he saw that Mauti was also present. Mayor Dodd warned Gilliams and Mauti he would call law enforcement, but Gilliams told him to "go ahead." When Mayor Dodd went back into the courtyard, he saw Parris. Mayor Dodd left, as he was concerned he would violate the Sunshine Law if he remained.

Back in the city hall meeting room, Mauti and Gilliams worked on their agenda that was "limited to the reorganization

of the city council and the firing of certain members." Some residents entered the meeting room, including supporters of Gilliams, Mauti, and Parris. But other residents were locked out. Mauti, Gilliams, and Parris proceeded to hold a meeting, and they voted on matters that were not on the previously publicized agenda. They voted to do the following: terminate the employment of the city manager, the city attorney, and the city clerk; modify the emergency declaration so that the city manager was not authorized to cancel meetings; "rescind the mayor" and seat Gilliams as mayor; and "retain a[n] outside attorney for the next meeting" and suspend the city attorney. One of the residents watching warned, "Here come the police," and the meeting was hastily adjourned.

An investigator with the State Attorney's Office, Ed Arens, was assigned to investigate written complaints filed by Parris and Gilliams regarding the city manager's cancellation of the meeting. Arens found it suspicious that their complaints matched and, on April 24, Arens met with and interviewed Parris. Arens broached the subject of the April 22 meeting being canceled, and Parris stated she "had mixed messages that entire day" and received "numerous ... conflicting phone calls and emails from the ... city manager ... that day." She also indicated she did not have any communications with Gilliams or Mauti that violated the Sunshine Law. She claimed that on April 22, she was studying the agenda between 4:00 and 5:30 p.m. to prepare for that day's meeting. Arens obtained telephone records and confirmed no calls were made from the city manager to Parris on April 22. Arens also looked at Parris's Facebook page. At 4:24 p.m. on April 22, about two hours after the city manager announced the cancellation of the meeting, Parris posted a photo of herself in a car with the caption, "cancel me." During a subsequent interview, Parris explained *1184 that the noticed meeting was canceled "incorrectly," as she did not receive 24 hours' notice. She denied being aware of the city manager's email, as she was preparing for the meeting.

City residents testified at trial that they had planned to attend the meeting but did not go upon receiving the cancellation email or seeing the notice on the city's website. Other residents did not learn of the cancellation until they arrived at city hall.

<u>Analysis</u>

Sunshine Law Violation

Parris was charged with a violation of the Sunshine Law, which provides as follows in pertinent part:

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision ... at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

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(3)(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree

§ 286.011, Fla. Stat. (2019). Specifically, Parris was alleged to have violated the Sunshine Law by holding a meeting that was not open to the public and without reasonable notice. She was also charged with perjury based on statements to Arens in her April 24 interview.

Turning to the issues raised on appeal, we must reject as meritless Parris's first argument that the Sunshine Law is unconstitutionally vague. Parris contends that because the phrases "reasonable notice" and "open to the public at all times" are not defined in section 286.011, Florida Statutes (2019), she did not know what conduct was prohibited, and, thus, her constitutional right to notice of prohibited conduct was violated.²

"[I]n order to withstand a vagueness challenge, a statute must provide persons of common intelligence and understanding adequate notice of the proscribed conduct. Additionally, the statute must define the offense in a manner that does not encourage arbitrary and discriminatory enforcement." *DuFresne v. State*, 826 So. 2d 272, 275 (Fla. 2002) (citations omitted). "However, '[t]he legislature's failure to define a statutory term does not in and of itself render a penal provision unconstitutionally vague. In the absence of a statutory definition, resort may be had to case ***1185** law or related statutory provisions which define the term' "*Id.* (alterations in original) (quoting *State v. Hagan*, 387 So. 2d 943, 945 (Fla. 1980)). "[I]n cases where the exact meaning of a term was not defined in a statute itself, we have ascertained its meaning by reference to other statutory provisions, as well as case law or the plain and ordinary meaning of a word of common usage." *Id*.

With respect to "reasonable notice," "reasonable" is defined, in part, as "fair and sensible" and "as much as is appropriate or fair in a particular situation." *Oxford Am. Dictionary & Thesaurus*, 1079 (2d ed. 2009). "Notice" is defined, in part, as "information or warning that something is going to happen," "a sheet or placard put on display to give information," and "a small announcement or advertisement published in a newspaper." *Id.* at 880.

This court's interpretation of the phrase "reasonable notice" is consistent with these definitions. In Transparency for Florida v. City of Port St. Lucie, 240 So. 3d 780, 786 (Fla. 4th DCA 2018), we looked to Florida Attorney General opinions interpreting what constitutes sufficient notice under the statute. These opinions have provided that what satisfies "reasonable notice" "is variable and depends on the facts of the situation," but "special meetings should have at least 24 hours reasonable notice to the public." Id. (quoting Op. Att'y Gen. Fla. 2000-08 (2000)). Further, a Florida Attorney General opinion "finds that the type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected." Id. at 787 (citing Op. Att'y Gen. Fla. 73-170 (1973)). We also noted that the Attorney General addressed the term "reasonable notice" in its Government-In-The-Sunshine Manual, which provides as follows:

3. Except in the case of emergency or special meetings, notice should be provided at least 7 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances.

4. Special meetings should have no less than 24 and preferably at least 72 hours reasonable notice to the public. *Id.* (quoting 39 Government-in-the-Sunshine Manual, § (D) (4)(a)3., 4. (2017)). This court concluded that "[w]here there is no specific legislative directive as to what constitutes reasonable notice as a matter of law, we agree with the Attorney General that it is a fact specific inquiry." *Id.* (reversing and holding summary judgment was improper where there was a disputed issue of fact as to whether 21.5 hours' notice was reasonable under the circumstances).

Few appellate cases have addressed the issue of what constitutes reasonable notice, but the First District Court of Appeal has held that notice of a special meeting was

reasonable where the special meeting was announced at the previous meeting and on a local radio station three days prior. the city posted the meeting agenda outside of city hall and delivered copies to the local media two days prior, and the media published an article regarding the meeting the day before. Yarbrough v. Young, 462 So. 2d 515, 516-17 (Fla. 1st DCA 1985). The First District has also held that a complaint made a prima facie showing of violation of the Sunshine Law by alleging that a public meeting regarding the appointment of a committee to study the operation of a regional utility authority was held without reasonable notice to the public where the meeting was held after approximately 1.5 hours' notice to the media. Rhea v. City of Gainesville, 574 So. 2d 221, 222 (Fla. 1st DCA 1991); see also *1186 Fla. Citizens All., Inc. v. Sch. Bd. of Collier Cnty., 328 So. 3d 22, 28 (Fla. 2d DCA 2021) (applying the analysis of Transparency for Fla. and holding that "burying a notice inside a committee application and calendar on the instructional materials page of the District's website is an unreasonable way to give public notice of a meeting").

Next, with respect to the phrase "open to the public," the word "open" is defined, in part, as "exposed to view or attack; not covered or protected," "admitting customers or visitors; available for business," "accessible or available," "frank and communicative," and "not disguised or hidden." *Oxford Am. Dictionary & Thesaurus* at 901. "Public" is defined, in part, as "relating to or available to the people as a whole." *Id.* at 1043.

Case law also provides guidance as to the meaning of "open to the public." In *Rhea v. School Board of Alachua County*, 636 So. 2d 1383 (Fla. 1st DCA 1994), the court entertained whether a workshop held in Orlando by the Alachua County School Board while attending a convention violated the Sunshine Law's requirement that official action occur in a meeting open to the public. *Id.* at 1384. Although the board advertised the meeting in a Gainesville newspaper and stated that all persons were invited, it was more than 100 miles away from the board's headquarters. *Id.*

The First District recognized that the statute does not define "public," but that "[i]n construing a statute, words that are undefined by the statute should be given their plain and ordinary meaning." *Id.* at 1385. The court looked to the dictionary definition of "public" as "of, relating to, or affecting the people as an organized community; a place accessible or visible to all members of the community; an organized body of people: community, nation; a group of people distinguished by common interests or characteristics."

Id. (citing Webster's 3d New Int'l Dictionary 1836 (1981)). Applying the plain and ordinary meaning of the word to the case before it, the court held that "the relevant 'public,' the community that would be affected by the Board's official actions, is Alachua County." Id. The court recited factors to be considered in determining whether the public was provided a reasonable opportunity to attend a meeting that is subject to the Sunshine Law: the interests of the public in having a reasonable opportunity to attend the meeting, the board's need to conduct a meeting at a site beyond the county boundaries, the extent of the distance from the usual meeting place, and any good faith action by the board to minimize the expense and inconvenience of the public in attending the out-ofcounty meeting. Id. Applying the test to the case before it, the court held the meeting held in an Orlando hotel room violated the Sunshine Law, as it did not afford the citizens of Alachua County a reasonable opportunity to attend. Id. at 1386; see also Bigelow v. Howze, 291 So. 2d 645, 646-48 (Fla. 2d DCA 1974) (holding that trial court properly declared public contract void where committee members who were members of the public body violated Sunshine Law by deliberating on a committee's recommendations while in Tennessee and then conducting a related meeting in a public room at a Florida hotel, since the "requisite advance notice and the reasonable opportunity [for the public] to attend did not exist").

More recently, in *Herrin v. City of Deltona*, 121 So. 3d 1094 (Fla. 5th DCA 2013), the court wrote that "[t]he phrase 'open to the public' most reasonably means that meetings must be properly noticed and reasonably accessible to the public, not that the public has the right to be heard at ***1187** such meetings." *Id.* at 1097.³

Here, the lack of definitions for "reasonable notice" and "open to the public" in the statute do not render it unconstitutionally vague. To the extent the language requires any interpretation, the well-established case law and the plain and ordinary meaning of the terms provide ample guidance. Applying these definitions to the evidence here, sufficient evidence showed that Parris knowingly participated in a meeting that was not "open to the public" and for which "reasonable notice" was not given.

Perjury Charge

We also reject Parris's second argument that the state did not prove the perjury charge against her in count VI where the investigator's questioning was imprecise.

The crime of perjury is codified in section 837.012, Florida Statutes (2019), which provides that "[w]hoever makes a false statement, which he or she does not believe to be true, under oath, not in an official proceeding, in regard to any material matter shall be guilty of a misdemeanor of the first degree." "The statement alleged to be perjury must be one of fact, and not of opinion or belief." Vargas v. State, 795 So. 2d 270, 272 (Fla. 3d DCA 2001). "The questions posed to elicit perjured testimony must be asked with the appropriate specificity necessary to result in an equally specific statement of fact." Cohen v. State, 985 So. 2d 1207, 1209 (Fla. 3d DCA 2008). "Precise questioning is imperative as a predicate for the offense of perjury." Id. (quoting Bronston v. United States, 409 U.S. 352, 362, 93 S.Ct. 595, 34 L.Ed.2d 568 (1973)). A statement regarding a person's recollection is not an assertion of empirical fact that can support a perjury conviction. McAlpin v. Crim. Just. Stds. & Training Comm'n, 155 So. 3d 416, 421 (Fla. 1st DCA 2014). "[A]n initially false statement ... can be further explained so that the statement taken as a whole is not perjury." Id. "The typical manner of proving perjury is to have two conflicting sworn statements by the same person." Id.

Here, the perjury charge against Parris alleged in count VI of the information was based on her statements in the first half of the April 24 interview by Arens, and it alleged that Parris "falsely told a law enforcement officer that on April 22, 2020, she had several telephone conversations with City Manager Paul Carlisle concerning whether the April 22, 2020 Sebastian Council meeting was postponed or canceled." During this interview, Arens communicated his understanding that the April 22 meeting had been canceled, and Parris volunteered that she had "mixed messages that entire day" and "received numerous phone calls, conflicting phone calls and emails from the ... city manager ... that day." She "wish[ed]" he had sent her "all email," but "[h]e chose to call me on my phone a few times." She was "under the impression that there were two meetings scheduled by 5:00," so she "got dressed and went to city hall ... and I went into my meeting." Arens stated that ***1188** he thought the city manager sent an email "to all of you" at 2:30 p.m. canceling the meeting, and Parris responded, "There were several phone calls after that."

We hold sufficient evidence showed that Parris made a false statement when she asserted that she had received numerous phone calls and emails from the city manager on April 22. At trial, the state's evidence included phone records showing that the city manager never called Parris on April 22. Arens's statements and questions, and Parris's responses, read in context, indicate Parris was asserting that the city manager called her several times on April 22 and gave her conflicting information as to whether the meeting was canceled. Based on these "mixed messages," she thought the April 22 meeting was still on, and she went to city hall. As the prosecutor showed the jury, Parris's statements conflicted with what the phone records actually showed.

Third, Parris argues that the state did not prove the perjury charge alleged against her in count V of the information. There, the state alleged that Parris "falsely told a law enforcement officer that she had no phone conversations with any other council members on April 22, 2020." We agree with Parris that the state's evidence fell short.

As evidenced at trial, during the interview, Arens and Parris took a break due to Arens's recorder's batteries running out of power. During the second half of the interview, the parties began discussing Arens's role at the State Attorney's Office. Parris then reminded Arens that he had been asking about the April 22 meeting being videotaped or held on the Zoom platform, and she volunteered that she had consulted with her doctor about whether she should attend public meetings, and she felt it was important to attend meetings in person. She also spoke about her conversations with the city manager and the city clerk regarding how to allow for public input during the pandemic.

After briefly changing topics, Arens asked the question that led to the statements related to count V: "[Y]ou've had a lot of phone calls you said from people that were trying to, or from people about the meeting happening. You said you received phone calls or texts or messages?" Parris responded, "No, it was the city manager." Arens sought to clarify: "Did you receive any phone calls or texts from Mr. Gilliam[s] or Mr. Mauti or anybody –". Parris interjected:

I'm not ... going to do that, no. That's the Sunshine Law. ... That was pounded into my head from day one. ... Not to talk to them. And I think it's odd because it makes it really hard to come to good solutions when you can't communicate. But I've asked even a gentleman from Rick Scott's office. He sat down and he was kind enough, when I came to office to greet me and ... explain everything and it is what it is because (indiscernible) I go out of my way to make sure I don't violate that.

This evidence does not reflect that Parris clearly indicated she "had no phone conversations with any other council members on April 22, 2020." The statements forming the

basis of count V were made during the second half of the interview, a significant amount of time after the April 22 meeting was referenced. Additionally, Arens asked Parris a broad question regarding whether she had conversations with members of the public pertaining to the April 22 meeting. Nothing in this broad question indicated that Arens was limiting Parris to phone calls and communications received on April 22 by other councilmembers. Parris's response to the unclear question was to state that she was referencing the city manager. Arens attempted *1189 to clarify that he was talking about the other councilpersons, but again, he failed to make it clear he was referencing April 22. Further, even if it could be said that Parris's response related to April 22, she did not make it clear that she had not spoken to the other councilmembers at all. Read in context, Parris seemed to be denving that she had any communications with them that violated the Sunshine Law.

Finally, we reject Parris's contention that her statements were not material. " '[M]ateriality' is not an element of the crime of perjury in Florida but is a threshold issue that a court must determine as a matter of law prior to trial." Vargas, 795 So. 2d at 272. ' "Material matter' means any subject, regardless of its admissibility under the rules of evidence, which could affect the course or outcome of the proceeding. Whether a matter is material in a given factual situation is a question of law." § 837.011(3), Fla. Stat. (2019). "To be material, statements must be germane to the inquiry, and have a bearing on a determination in the underlying case." Vargas, 795 So. 2d at 272. However, "[i]t is not essential that the false testimony bear directly on the main issue. It is sufficient if the false testimony is collaterally or corroboratively material to the ultimate material fact to be established." Gordon v. State, 104 So. 2d 524, 531 (Fla. 1958). Here, Parris's statements are material because the statements showed her intent to participate in a meeting that was not reasonably noticed and not open to the public at all times.

Conclusion

Based on the foregoing, we reverse Parris's perjury conviction on count V and we remand for the county court to vacate the count V conviction and sentence. We affirm with respect to all other issues.

Affirmed in part, reversed in part, and remanded with directions.

Klingensmith, C.J., and Warner, J., concur.

Ciklin, J., concurs specially with opinion.

Ciklin, J., concurring specially.

The majority opinion solidly stands for the "clinical" legal reasoning and academic analysis behind our decision to both affirm and reverse certain of the convictions that occurred before a jury below.

I think it is important, however, to issue a clarion call to the hundreds of Florida public officials who are subject to the Florida Sunshine Law. Indeed, as more and more individuals become Floridians and engage in civic involvement, our new citizens need to be fully aware of Florida's Sunshine Law.⁴ The appellate briefs filed in this case suggesting that the Sunshine Law is vague and unclear or that the law is weak and unprovable have given me pause and a commensurate urge to raise a warning flag. It has been many years since a comprehensive opinion has been issued by a Florida intermediate appellate court on the subject and, thus, perhaps this admonition is particularly timely.

It seems unlikely, in this unfortunate series of events, that former Sebastian City Councilmembers Pamela Parris and Damien Gilliams would have ever thought it imaginable that they would now be appealing criminal convictions for which they have been sentenced to serve jail time of two months and six months, respectively. My guess is, that in retrospect, they would have run away and resisted any temptation ***1190** to get caught up in the excitement of the moment ... as, unfortunately, they ultimately did. These recent Indian River County Sunshine Law prosecutions and convictions illustrate actual examples of popularly elected local governing body officials being ordered to do real jail time in a real Florida county jail for the commission of a real Florida crime. Of course, whether elected or appointed is of no consequence. The Florida Sunshine Law applies equally to all.

After now engaging in significant research on the law itself, plus sitting for oral argument on the topic in January, I have developed a concern that some government officials subject to the Sunshine Law may not fully appreciate the Law's meaning and/or the possible criminal penalties that lie in wait for those who carelessly fail to fully comprehend the Sunshine Law and abide by it. And this baffling complacency is not for want of official publications—including the current 360page Government-In-The-Sunshine manual prepared by the

Florida Attorney General. 44 Government-in-the-Sunshine Manual (2022 ed.). To be sure, the briefings in these consolidated cases, and our majority opinion are considerably lengthy because the issues are complex and yet, paradoxically, not all that difficult to understand.

The scenario in this case is alarming. Three duly elected members of the Sebastian City Council who were not allowed to privately discuss foreseeable government issues did so anyway. They decided amongst themselves—as their personal protest to the mayor and city manager's decision to cancel a regularly scheduled city council meeting because of Covid—to enter the city council chambers and conduct the cancelled meeting anyway. Armed with a governmentissued pass key, and in unlit city council chambers, these three city councilmembers took to the dais and purported to take official action at what in essence became a spontaneous, nonannounced meeting of the three of them that lasted until the police showed up. That imprudent action was itself a flagrant violation of the Sunshine Law and a reading of the statute makes this conclusion abundantly clear.

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Even though ample publications, and just as many available seminars, meetings, discussions, and groups, are specifically charged with fully educating officials subject to the Sunshine Law (which, ironically all three charged city councilmembers attended), here are my very easy takeaways from the current state of the Florida Sunshine Law. *1191 1. Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.

2. There is rarely any purpose for a private meeting or communication between two or more government officials who are both are subject to the Sunshine Law. Those who engage in such activity widely open themselves to allegations that some aspect of the governmental decisional process has unlawfully occurred behind closed doors. Any aspect of the decisional process—ranging from whether to conduct a meeting in the first instance to the concept of terminating administrative staff to the seemingly inane decision as to which government officials will even make a motion to begin open public discussion—is part of the official decisional process and must be wide-open and advertised in advance to the public.

3. Under Florida law, there is no such thing as an "informal" conference or "unofficial" caucus or pass-youin-the-hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such "innocuous" meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance. And whether done personally or through surrogates (such as aide-to-aide), such meetings are illegal under Florida's Sunshine Law.

4. Any attempt to distinguish between a "formal," "informal," "ministerial," "informational gathering-only," or "just a listening" meeting between two or more government officials—for purposes of determining whether the Sunshine Law applies—is by itself alien to the law's design, exposing it to the very evasions which it was designed to prevent.

5. Because a violation of Florida's Sunshine Law can be investigated and charged as a crime, all of those law enforcement and prosecutorial techniques, such as the issuance of subpoenas for cell phone records is but a signature away. In these cases, prosecutors easily gathered data and produced it for the jury showing numerous texts, emails, telephone conversations and voicemails over a wide-ranging period between all three city councilmembers. The flow chart prepared by the prosecution and shown to the jury highlighted the dates of the calls, to whom they were made, the duration of the calls and the overall sequence of communications.

6. When in <u>any</u> doubt, as to whether a meeting or communication, either directly or indirectly between two or more government officials may be illegal under the Sunshine Law, the easy answer is: "LEAVE." *See City of Miami v. Berns*, 245 So. 2d 38, 41 (Fla. 1971) ("The evil of closed door operation of government without permitting public scrutiny and participation is what the law seeks to prohibit. If a public official is unable to know whether by any convening of two or more officials he is violating the law, he should leave the meeting forthwith.").

7. Lying, under oath, about any matter that is material to an alleged Sunshine Law violation is considered as

an additional crime of perjury and every individual lie constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 1 year in the county jail. Plus ***1192** a \$1000 fine. Plus substantial court costs. Plus 12 months of probation. Per lie. And just as is the case with the underlying Sunshine Law crime, no statutory sentencing guidelines exist for this type of crime in Florida and thus consecutive jail sentences and consecutive probationary periods are permitted and within the trial judge's unfettered discretion.

All Citations

359 So.3d 1178, 48 Fla. L. Weekly D733

Footnotes

- 1 We take up Gilliams's appeal in a separate opinion in case 4D21-2667.
- Parris asserts that the rule of lenity requires reversal. "When a court must construe an equivocal criminal statute, or when the statute is open to more than one interpretation and the court is otherwise unable to determine which interpretation was intended by the Legislature," as opposed to "arbitrarily choosing one of the competing interpretations, the rule [of lenity] provides that a court should apply the interpretation that treats the defendant more leniently." *Key v. State*, 296 So. 3d 469, 471 (Fla. 4th DCA 2020). However, application of the rule of lenity to a criminal statute typically involves competing interpretations. *See, e.g., Wooden v. United States*, U.S. —, 142 S. Ct. 1063, 1069, 212 L.Ed.2d 187 (2022). Parris offers no possible competing interpretations nor any construction analysis, and, thus, her argument is more akin to an argument that a statute is unconstitutionally vague.
- Parris argues these cases are inapplicable as they do not involve a criminal violation of the Sunshine Law. Although our courts' discussion of the meaning of "reasonable notice" and "open to the public" is contained in civil cases, the discussion extends to the meaning of the phrase in the criminal law context. See Wolfson v. State, 344 So. 2d 611, 614 (Fla. 2d DCA 1977) (acknowledging that the definition of "official act" it relied on was "employed in a civil context," but observing that "we can think of no reasoning process which would compel the conclusion that it necessarily assumes a fatal vagueness when considered in a criminal context").
- 4 The Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision." § 286.011(1), Fla. Stat. (2019).

End of Document

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SECTION B

SECTION I



Forwarded message From: James R. Curley < <u>James@boydcivil.com</u> > Date: Mon, Feb 10, 2025 at 2:24 PM Subject: Reunion Paving Punch List Report To: Tricia Adams < <u>tadams@gmscfl.com</u> > Cc: Steve Boyd < <u>steve@boydcivil.com</u> >, Kristen Trucco < <u>ktrucco@lathamluna.com</u> >, Alan Scheerer < <u>Ascheerer@gmscfl.com</u> >
Good afternoon,
Attached is an updated version of the punch list report with additional details about how these paving deficiencies were recognized and how each has been brought up to an acceptable level.
To address the speed hump sign locations. I have discussed this with Matt from All County Paving and he will be unable to move the signs without issuing a change order to do so. This will be due to an "Ahead" sign needing to be added along with the work associated with moving 24 signs. Understanding the board wants additional warning prior to the speed hump we could consider adding additional striping to the roadway as depicted below and found at the link. This is additional optional striping that is specified in the MUTCD handbook.
https://mutcd.fhwa.dot.gov/htm/2009/part3/fig3b_31_longdesc.htm
Thank you,
BOYD CIVIL
ENGINEERING
JAMES R. CURLEY, Senior Civil Engineer/Project Manager
BOYD CIVIL ENGINEERING, INC.
p: 407-494-2693 Ext. 106 e: <u>James@boydcivil.com</u>
w: www.BoydCivil.com
6816 HANGING MOSS ROAD, ORLANDO, FL 32807
Reunion Paving Update.docx

Paving Punch List Report

After paving operations were completed a number of deficiencies were noted by residents, board members, the district engineer and the paving crew itself. Several punch walks were performed as different phases of work were completed. As the paving and striping/signage crews have brought the deficiencies to an acceptable level the district engineer has inspected and signed off on each completed item. Below were the noted deficiencies and how each was addressed in bold.

- Speed hump installation was not uniform, and the edge / transitions needed to be addressed. Speed humps installed to low will be brought up to the 3" standard. A walk through was performed on 1/14 and all speed humps have been brought up to the 3" to 3.5" standard. All speed humps are a minimum of 12' long and span the width of the roadway. All speed humps have been repainted with a better coat or reflective paint.
- Placement of Speen Hump signs that are obstructed from view will need to be relocated as part of the contractor punch list process. Some signs were placed behind trees or behind other warning signs. Blocked or obstructed signs have been moved to more visible locations.
- Yellow centerline stripping between the round-a-bout and I-4 needs to be removed and corrected where the lines are not parallel and straight along the center of the roadway.
 Double Yellow centerline striping was blacked out and repainted to an acceptable condition. Lines are now straight and evenly painted.
- 4. Stains from asphalt tack on brick pavers at Reunion Grande need to be removed. **Crew will be onsite prior to the end of February to finish cleaning brick pavers.**
- 5. Double Yellow centerline striping on Grand Traverse Parkway from Tradition Blvd. to the Bridge was missing as part of the original painting. **This striping has now been completed.**

Figure 3B-31. Advance Warning Markings for Speed Humps



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 Bridge	Curley/Scheerer	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 completed. Contractor on site December 2024. Infrastructure scheduled for installation in February.
	Pavement Management & Traffic Calming	Curley	In Process	Debrief on project presented 01.09.2025. Punchlist items in process.
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.

6/8/23	Determine Best Use of The Stables Parcel Seven Eagles Fitness		In Process	Appraisal completed. District Engineer analysis of bond funds used completed. Proposal from bond counsel for tax analysis approved 01.09.2025 and analysis is pending. Waiting for one treadmill as
8/10/23	Center Mats & Equipment	Scheerer	In Process	of 02.07.2025.
	Confirm Intersection Design and Timing for OLWR & Spine Rd Intersection Improvement with OC	Curley	In Process	
	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 09.12.2024 and BOS delegated further communication to the Chair. New offer approved 11.14.2024. Agreement pending finalization as of 01.09.2025.

	Review Property Ownership in Accordance	_		
12/14/23	with Development Plan	Trucco	In Process	
				Rental Fees to be reviewed
	HC & Stables			at Public Hearing February
7/11/24	Management Transition	Adams/Scheerer	In Process	2025.

	Reunion West Action Items			
Meeting Assigned	Action Item	Assigned To	Status	Comments
1/13/22	Monitor Residential/ Industrial/Commercial Development Nearby Reunion			https://permits.osceola.org/CitizenAc cess/Default.aspx Parcel Numbers: 28252700000600000 51.02 acres 332527000000500000 52.55 acres 3325273160000A0090 19.04 acres
12/9/21	Monitor Sinclair Road Extension Project			www.Osceola.org/go/sinclairr oad
	Monitor Old Lake Wilson Road Improvement Project			www.improveoldlakewilsonroad.com
	Pavement Management & Traffic Calming	Curley	In Process	Debrief on project presented 01.09.2025. Punchlist items in process.

8/10/23	Traffic Enforcement Agreement with OCSO (RE and RW)	Trucco	In Process	Acknowledgement Regarding Traffic Control Jurisdiction of Osceola County Sheriff's Office Approved by BOS 12.12.2024. 01.06.2025 Acknowledgement sent to OSCO.
12/14/23	Playground Project in RWCDD Encore Neighborhood	Scheerer	In Process	FY2025 Project. Proposal approved 11.14.2024. Legal agreement pending as of 12.06.2024. Easement agreement approved in substantial form November 2024. Board reviewed revised easement December 2024 and advised of needed changes. Pending signature 01.27.2025.
1/9/25	Feasibility of Additional Parking on White Marsh Way	Scheerer/Curley	In Process	
1/9/25	Identify S-Curves for center striping and bring back recommended locations to the Board	Curley	In Process	

SECTION II

Reunion West Community Development District

Summary of Invoices

January 01, 2025 - January 31, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	1/9/25	2457-2464	\$ 157,165.99
	1/16/25	2465-2472	\$ 131,071.85
	1/23/25	2473-2474	\$ 9,768.87
			\$ 298,006.71
R&M Fund			
	1/9/25	62-63	\$ 59,820.22
			\$ 59,820.22
Payroll			
	<u> January 2025</u>		
	Graham Staley	50672	\$ 184.70
	Mark Greenstein	50673	\$ 184.70
	Michael Barry	50674	\$ 184.70
			\$ 554.10
	TOTAL		\$ 358,381.03

CHECK VENCH INVOICEEXPENSED TOVENDOR NAME STATUS AMOUNT	AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK *** CHECK DATES 01/01/2025 - 01/31/2025 *** REUNION WEST-GENERAL FUND BANK A GENERAL FUND	K REGISTER	RUN 2/05/25	PAGE 1
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1/09/25 00031 1/01/25 01012025 202501 300-20700-10500 FY25 DEBT SRVC SER2016 * 27,886.85 1/09/25 00031 1/01/25 01012025 202501 300-20700-10600 FY25 DEBT SRVC SER2017 * 26,097.89 0.00001 1/01/25 01012025 202501 300-20700-10600 FY25 DEBT SRVC SER2017 * 22,728.45 1/09/25 00031 1/01/25 01012025 202501 300-20700-10700 FY25 DEBT SRVC SER2019 * 22,728.45 1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2019 * 55,305.67 1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2022 * 55,305.67 1/09/25 00036 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2022 * 55,305.67 1/09/25 00036 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2022 * 55,305.67 1/09/25 00036 1/212/24 2345 202411 320-53800-43100 TOHO METER#62644090 NOV24 * 39.73 1/09/25 00036 12/12/24 2346 202411 320-53800-43100 DUKENRERGY#9100 8323 9862 * 60.51 12/12/24 2347 202411 320-53800-43000 DUKENRERGY#9100 8323 9862 * 444.67	FY25 DEBT SRVC SER2015 REUNION WEST C/O USBANK			16,942.58 002459
REUNION WEST C/O USBANK 27,886.85 002460 1/09/25 00031 1/01/25 01012025 202501 300-20700-10600 * 26,097.89 FY25 DEBT SRVC SER2017 REUNION WEST C/O USBANK 26,097.89 1/09/25 00031 1/01/25 01012025 202501 300-20700-10700 * 22,728.45 FY25 DEBT SRVC SER2019 REUNION WEST C/O USBANK 22,728.45 NOP/25 00031 1/01/25 01012025 202501 300-20700-10800 * 55,305.67 FY25 DEBT SRVC SER2022 REUNION WEST C/O USBANK 25,305.67 FY25 DEBT SRVC SER2022 REUNION WEST C/O USBANK 55,305.67 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 * 39.73 TOHO METER#62644090 NOV24 39.62 * 60.51 12/12/24 2347 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 * 444.67	1/09/25 00031 1/01/25 01012025 202501 300-20700-10500	*	27,886.85	
1/09/25 00031 1/01/25 01012025 202501 300-20700-10600 * 26,097.89 FY25 DEBT SRVC SER2017 REUNION WEST C/O USBANK 26,097.89 002461 1/09/25 00031 1/01/25 01012025 202501 300-20700-10700 * 22,728.45 FY25 DEBT SRVC SER2019 REUNION WEST C/O USBANK 22,728.45 002462 1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 * 55,305.67 FY25 DEBT SRVC SER2022 REUNION WEST C/O USBANK 55,305.67 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 * 39.73 TOHO METERH62644090 NOV24 * 60.51 12/12/24 2347 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 12/12/24 2347 202411 320-53800-43000 * 444.67				27,886.85 002460
REUNION WEST C/O USBANK 26,097.89 002461 1/09/25 00031 1/01/25 01012025 202501 300-20700-10700 * 22,728.45 REUNION WEST C/O USBANK 22,728.45 002462 1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 * 55,305.67 FY25 DEBT SRVC SER2022 REUNION WEST C/O USBANK 55,305.67 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 * 39.73 TOHO METER##6244090 NOV24 * 60.51 12/12/24 2347 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 * 444.67	1/09/25 00031 1/01/25 01012025 202501 300-20700-10600			
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REUNION WEST C/O USBANK 22,728.45 002462 1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2022 * 55,305.67 REUNION WEST C/O USBANK 55,305.67 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 TOHO METER#62644090 NOV24 * 39.73 12/12/24 2346 202411 320-53800-43000 DUKEENERGY#9100 8323 9862 * 60.51 12/12/24 2347 202411 320-53800-43000 DUKEENERGY#9100 8323 9862 * 444.67	1/09/25 00031 1/01/25 01012025 202501 300-20700-10700	*	22,728.45	
1/09/25 00031 1/01/25 01012025 202501 300-20700-10800 FY25 DEBT SRVC SER2022 * 55,305.67 REUNION WEST C/O USBANK 55,305.67 002463 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 TOHO METER#62644090 NOV24 * 39.73 1/09/25 0246 202411 320-53800-43000 DUKEENERGY#9100 8323 9862 * 60.51 12/12/24 2347 202411 320-53800-43000 DUKEENERGY#9100 8323 9862 * 444.67	FY25 DEBI SRVC SER2019 REUNION WEST C/O USBANK			22,728.45 002462
REUNION WEST C/O USBANK 55,305.67 002463 1/09/25 00036 12/12/24 2345 202411 320-53800-43100 * 39.73 TOHO METER#62644090 NOV24 12/12/24 2346 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 12/12/24 2347 202411 320-53800-43000 * 444.67 UKEENERGY#9100 8324 0443 8324 0443 * 444.67	1/09/25 00031 1/01/25 01012025 202501 300-20700-10800	*	55,305.67	
1/09/25 00036 12/12/24 2345 202411 320-53800-43100 * 39.73 TOHO METER#62644090 NOV24 12/12/24 2346 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 12/12/24 2347 202411 320-53800-43000 * 444.67 DUKEENERGY#9100 8324 0443	FI25 DEBI SRVC SER2022 REUNION WEST C/O USBANK			55,305.67 002463
12/12/24 2346 202411 320-53800-43000 * 60.51 DUKEENERGY#9100 8323 9862 12/12/24 2347 202411 320-53800-43000 * 444.67 DUKEENERGY#9100 8324 0443	1/09/25 00036 12/12/24 2345 202411 320-53800-43100	*		
12/12/24 2347 202411 320-53800-43000 * 444.67	12/12/24 2346 202411 320-53800-43000	*	60.51	
KINGWOOD ORLANDO REUNION RESORT LLC 544.91 002464	12/12/24 2347 202411 320-53800-43000	*	444.67	
	KINGWOOD ORLANDO REUNION RESORT LLC			544.91 002464

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGIS *** CHECK DATES 01/01/2025 - 01/31/2025 *** REUNION WEST-GENERAL FUND BANK A GENERAL FUND	STER RUN 2/05/25	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
1/16/25 00053 1/06/25 5721 202412 300-13100-10100 *	418.95	
RPR/REPAINT BEAM-GH ENTR 1/06/25 5721 202412 320-53800-57400 *	316.05	
RPR/REPAINT BEAM-GH ENTR 1/12/25 5736 202501 300-13100-10100 *	436.05	
FURN/INST.SIGN POST/SIGN 1/12/25 5736 202501 320-53800-53200 *	328.95	
FURN/INST.SIGN POST/SIGN 1/12/25 5737 202412 300-13100-10100 *	3,947.25	
CONCRETE GRND-LASSO/WILMI 1/12/25 5737 202412 320-53800-53000 *	2,977.75	
CONCRETE GRND-LASSO/WILMI BERRY CONSTRUCTION INC.		8,425.00 002465
1/16/25 00020 1/01/25 604 202501 320-53800-12000 *		
FIELD MANAGEMENT JAN25 1/01/25 604A 202411 310-51300-42500 *	127.53	
FEDEX-100 SECURITY PASSES GOVERNMENTAL MANAGEMENT SERVICES		3,023.28 002466
1/16/25 00031 1/10/25 01102025 202501 300-20700-10400 *	13,507.11	
FY25 DEBT SRVC SER2015 REUNION WEST C/O USBANK		13,507.11 002467
1/16/25 00031 1/10/25 01102025 202501 300-20700-10500 *	22,232.20	
FY25 DEBT SRVC SER2016 REUNION WEST C/O USBANK		22,232.20 002468
1/16/25 00031 1/10/25 01102025 202501 300-20700-10600 *	20,805.98	
FY25 DEBT SRVC SER2017 REUNION WEST C/O USBANK		20,805.98 002469
1/16/25 00031 1/10/25 01102025 202501 300-20700-10700 *		
FY25 DEBT SRVC SER2019 REUNION WEST C/O USBANK		18,119.77 002470
1/16/25 00031 1/10/25 01102025 202501 300-20700-10800 *	44,091.26	
FY25 DEBT SRVC SER2022 REUNION WEST C/O USBANK		44,091.26 002471
1/16/25 00069 1/08/25 RW202510 202412 300-13100-10100 *	494.33	
MTHLY GATE REPAIRS DEC24 1/08/25 RW202510 202412 320-53800-57400 *	372.92	
MTHLY GATE REPAIRS DEC24 REUNION WEST PROPERTY OWNERS INC		867.25 002472

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH *** CHECK DATES 01/01/2025 - 01/31/2025 *** REUNION WEST-GENERAL FUND BANK A GENERAL FUND	HECK REGISTER	RUN 2/05/25	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS		AMOUNT	CHECK AMOUNT #
1/23/25 00043 1/14/25 134296 202412 310-51300-31500 MTG/LIC AGR/PLYGRND INST	*	2,618.19	
LATHAM LUNA EDEN & BEAUDINE LUP			2,618.19 002473
1/23/25 00069 11/01/24 5138473A 202411 300-13100-10100 SECURITY COST SHARE NOV24 11/01/24 5138473A 202411 320-53800-34500 SECURITY COST SHARE NOV24 12/01/24 5209060A 202412 300-13100-10100 SECURITY COST SHARE DEC24 12/01/24 5209060A 202412 320-53800-34500 SECURITY COST SHARE DEC24	*	1,296.75	
11/01/24 5138473A 202411 320-53800-34500 SECURITY COST SHARE NOV24	*	978.25	
12/01/24 5209060A 202412 300-13100-10100 SECURITY COST SHARE DEC24	*	1,296.75	
12/01/24 5209060A 202412 320-53800-34500 SECURITY COST SHARE DEC24	*	978.25	
12/13/24 RW202412 202410 300-13100-10100 MTHLY GATE REPAIRS OCT24	*	393.94	
12/13/24 RW202412 202410 320-53800-57400 MTHLY GATE REPAIRS OCT24	*	297.18	
12/13/24 RW202412 202411 300-13100-10100 MTHLY GATE REPAIRS NOV24	*	326.33	
12/13/24 RW202412 202411 320-53800-57400 MTHLY GATE REPAIRS NOV24	*	246.17	
12/13/24 RW202412 202412 300-13100-10100 MTHLY GATE REPAIRS DEC24	*	762.12	
12/13/24 RW202412 202412 320-53800-57400 MTHLY GATE REPAIRS DEC24	*	574.94	
REUNION WEST PROPERTY OWNERS INC			7,150.68 002474
TOTAL FOR BANK	А	298,006.71	
TOTAL FOR REGIS	STER	298,006.71	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 01/01/2025 - 01/31/2025 *** REUNION WEST-R&M BANK C REPLACEMENT & MAINT	R CHECK REGISTER	RUN 2/05/25	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/09/25 00010 11/30/24 605 202411 320-53800-60000 RPLC EXISTING GYM FLOOR	*	3,306.46	
GOVERNMENTAL MANAGEMENT SERVICE	IS		3,306.46 000062
1/09/25 00008 12/16/24 PTP24-26 202412 300-13100-10100 50% DEP-ENCORE RW PLYGRND	*	32,212.84	
12/16/24 PTP24-26 202412 320-53800-60000 50% DEP-ENCORE RW PLYGRND	*	24,300.92	
PLAYTOPIA, INC.			56,513.76 000063
TOTAL FOR BA	ANK C	59,820.22	
TOTAL FOR RE	EGISTER	59,820.22	

SECTION III

Community Development District

Unaudited Financial Reporting December 31, 2024



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8	Debt Service Series 2016 Income Statement
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14	FY25 Assessment Receipt Schedule

Community Development District

Balance Sheet

December 31, 2024

	General Fund		Replacement & Maintenance Fund			Debt Service Fund	Cap	ital Projects Fund	Totals Governmental Funds		
Assets:											
Cash - Truist	\$	970,160	\$	55,910	\$	-	\$	-	\$	1,026,070	
Assessment Receivable		-		-		-		-		-	
Investments:											
Series 2015											
Reserve		-		-		165,328		-		165,328	
Revenue		-		-		389,183		-		389,183	
Series 2016											
Reserve		-		-		304,976		-		304,976	
Revenue		-		-		545,717		-		545,717	
Prepayment		-		-		26		-		26	
Series 2017											
Reserve		-		-		282,174		-		282,174	
Revenue		-		-		494,837		-		494,837	
Prepayment		-		-		2,748		-		2,748	
Series 2019											
Reserve		-		-		330,261		-		330,261	
Revenue		-		-		395,855		-		395,855	
Construction		-		-		-		122,909		122,909	
Series 2022											
Reserve		-		-		259,938		-		259,938	
Revenue		-		-		989,447		-		989,447	
Investment - Custody		3,159		-		-		-		3,159	
SBA - Operating		651,817		-		-		-		651,817	
SBA - Reserve		-		1,275,490		-		-		1,275,490	
Due from General Fund		-		-		148,961		-		148,961	
Due from Reunion East		55,599		65,490		-		-		121,088	
Prepaid Expenses		562		-		-		-		562	
Total Assets	\$	1,681,297	\$	1,396,890	\$	4,309,452	\$	122,909	\$	7,510,548	
Liabilities:											
Accounts Payable	\$	21,585	\$	116,334	\$	-	\$	-	\$	137,919	
Due to Debt Service 2015		16,943		-		-		-		16,943	
Due to Debt Service 2016		27,887		-		-		-		27,887	
Due to Debt Service 2017		26,098		-		-		-		26,098	
Due to Debt Service 2019		22,728		-		-		-		22,728	
Due to Debt Service 2022		55,306		-		-		-		55,306	
Due to Reunion East		224,941		39,981		-		-		264,922	
Total Liabilities	\$	395,487	\$	156,315	\$	-	\$	-	\$	551,802	
Fund Balances:											
Assigned For Debt Service 2015	¢		¢		\$	E71 / E /	¢		ď	671464	
Assigned For Debt Service 2015 Assigned For Debt Service 2016	\$	-	\$	-	Э	571,454 878,606	\$	-	\$	571,454 878,606	
Assigned For Debt Service 2016 Assigned For Debt Service 2017		-		-		805,857		-		878,808 805,857	
Assigned For Debt Service 2017 Assigned For Debt Service 2019		-		-		,		-			
Assigned For Debt Service 2019 Assigned For Debt Service 2022		-		-		748,845 1,304,691		-		748,845 1,304,691	
Assigned For Capital Projects 2019		-		-		1,304,071		- 122,909		1,304,891 122,909	
Unassigned		1,285,810		1,240,575		-		-		2,526,385	
Total Fund Balances	\$	1 205 010	\$	1,240,575	\$	1 300 152 12	\$	122 000	\$	6 059 746	
	¢	1,285,810	\$		Э	4,309,452.42	\$	122,909	\$	6,958,746	
Total Liabilities & Fund Equity	\$	1,681,297	\$	1,396,890	\$	4,309,452	\$	122,909	\$	7,510,548	

Community Development District

General Fund

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

	Adopted	Pro	orated Budget		Actual	
	Budget	Th	ru 12/31/24	Th	ru 12/31/24	Variance
Revenues:						
Assessments - Tax Roll	\$ 1,780,771	\$	1,353,868	\$	1,353,868	\$ -
Interest	37,500		9,375		7,972	(1,403
Rental Income	5,714		1,429		2,590	1,162
Total Revenues	\$ 1,823,985	\$	1,364,671	\$	1,364,430	\$ (241)
Expenditures:						
<u>Administrative:</u>						
Supervisor Fees	\$ 12,000	\$	3,000	\$	1,400	\$ 1,600
FICA Expense	918		230		107	122
Engineering Fees	18,000		4,500		5,900	(1,400)
Attorney	45,000		11,250		6,994	4,256
Arbitrage	2,250		-		-	-
Dissemination Agent	10,500		2,625		2,625	-
Annual Audit	5,100		-		-	-
Trustee Fees	19,880		-		-	-
Assessment Administration	7,875		7,875		7,875	-
Management Fees	52,973		13,243		13,243	(0)
Information Technology	1,890		473		473	-
Website Maintenance	1,260		315		315	-
Telephone	100		25		-	25
Postage	1,500		375		59	316
Printing & Binding	500		125		128	(3)
Insurance	11,650		11,650		11,325	325
Legal Advertising	5,000		1,250		-	1,250
Other Current Charges	600		150		418	(268)
Office Supplies	250		63		1	61
Property Appraiser Fee	750		-		-	-
Dues, Licenses & Subscriptions	175		175		175	-
Total Administrative:	\$ 198,171	\$	57,323	\$	51,038	\$ 6,285

Community Development District

General Fund

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

		Adopted	Prora	ted Budget		Actual			
		Budget	Thru	12/31/24	Thru	12/31/24		Variance	
<u> Maintenance - Shared Expenses</u>									
Field Maintenance	\$	34,749	\$	8,687	\$	8,687	\$	-	
Property Insurance		52,512		52,512		47,954		4,558	
Telephone		6,450		1,613		2,887		(1,275)	
Electric		283,800		70,950		64,391		6,559	
Water & Sewer		31,128		7,782		5,342		2,440	
Gas		36,550		9,138		4,781		4,357	
Landscape - Contract		501,969		125,492		157,060		(31,567)	
Landscape - Contingency		21,500		5,375		8,646		(3,271)	
Pond Maintenance		10,750		2,688		2,187		501	
Irrigation Repairs & Maintenance		15,050		3,763		911		2,852	
Pool & Fountain Maintenance		154,972		38,743		41,652		(2,909)	
Building Repairs & Maintenance		12,900		3,225		5,002		(1,777)	
Contract Cleaning		44,978		11,245		13,695		(2,450)	
Fitness Center Repairs & Maintenance		5,977		1,494		1,253		241	
Gate & Gatehouse Maintenance		32,250		8,063		13,756		(5,693)	
Lighting		6,450		1,613		3,752		(2,139)	
Maintenance (Inspections)		1,505		376		1,161		(785)	
Operating Supplies		1,075		269		-		269	
Parking Violation Tags		215		54		-		54	
Pest Control		-		-		-		-	
Pressure Washing		21,500		5,375		2,193		3,182	
Repairs & Maintenance		12,900		3,225		3,494		(269)	
Roadways/Sidewalks/Bridge		17,200		4,300		3,627		673	
Security		91,963		22,991		17,985		5,006	
Signage		6,450		1,612		2,457		(845)	
Hurricane Expense		-		-		2,671		(2,671)	
Total Maintenance - Shared Expenses	\$	1,404,792	\$	390,582	\$	415,542	\$	(24,960)	
<u>Heritage Crossing Communtiy Center</u>									
Telephone	\$	2,881	\$	720	\$	475	\$	245	
Electric		17,200		4,300		1,923		2,377	
Water & Course									
water & Sewer		860		215		219		(4)	
		860 387		215 97		219 44		(4) 53	
Gas									
Gas Trash Services		387		97				53	
Gas Trash Services Building Repairs & Maintenance		387		97 4,300		44		53 4,300	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning		387 17,200 -		97 4,300 -		44 - 273		53 4,300 (273)	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract		387 17,200 - 17,200		97 4,300 - 4,300		44 - 273		53 4,300 (273) 2,471	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections)		387 17,200 - 17,200 15,403		97 4,300 - 4,300 15,403		44 1,829 		53 4,300 (273) 2,471 15,403	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies		387 17,200 - 17,200 15,403 484		97 4,300 - 4,300 15,403 121		44 1,829 		53 4,300 (273) 2,471 15,403 (696)	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control		387 17,200 - 17,200 15,403 484 1,032		97 4,300 - 4,300 15,403 121 258		44 273 1,829 - 817 -		53 4,300 (273) 2,471 15,403 (696) 258	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance	\$	387 17,200 17,200 15,403 484 1,032 516	\$	97 4,300 - 4,300 15,403 121 258 129	\$	44 273 1,829 - 817 -	\$	53 4,300 (273) 2,471 15,403 (696) 258 (40)	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared	\$	387 17,200 - 17,200 15,403 484 1,032 516 2,580	\$	97 4,300 - 4,300 15,403 121 258 129 645	\$	44 273 1,829 - 817 - 169 -	\$	53 4,300 (273) 2,471 15,403 (696) 258 (40) 645	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared		387 17,200 17,200 15,403 484 1,032 516 2,580 75,742		97 4,300 - 4,300 15,403 121 258 129 645 30,488		44 273 1,829 - 817 - 169 - 5,749		53 4,300 (273) 2,471 15,403 (696) 258 (40) 645	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared Reserves Capital Reserve Transfer	\$	387 17,200 17,200 15,403 484 1,032 516 2,580 75,742 379,435	\$	97 4,300 - 4,300 15,403 121 258 129 645	\$	44 273 1,829 - 817 - 169 - 5,749 379,435	\$	53 4,300 (273) 2,471 15,403 (696) 258 (40) 645	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared Reserves Capital Reserve Transfer		387 17,200 17,200 15,403 484 1,032 516 2,580 75,742		97 4,300 - 4,300 15,403 121 258 129 645 30,488		44 273 1,829 - 817 - 169 - 5,749		53 4,300 (273) 2,471 15,403 (696) 258 (40) 645	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared Reserves Capital Reserve Transfer Total Reserves	\$	387 17,200 17,200 15,403 484 1,032 516 2,580 75,742 379,435	\$	97 4,300 - 4,300 15,403 121 258 129 645 30,488 379,435	\$	44 273 1,829 - 817 - 169 - 5,749 379,435	\$	53 4,300 (273) 2,471 15,403 (696) 258 (40) 645	
Water & Sewer Gas Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared Reserves Capital Reserve Transfer Total Reserves Total Reserves Total Expenditures Excess Revenues (Expenditures)	\$ \$	387 17,200 17,200 15,403 484 1,032 516 2,580 75,742 379,435 379,435	\$ \$	97 4,300 15,403 121 258 129 645 30,488 379,435 379,435	\$ \$	44 - 273 1,829 - 817 - 169 - 5,749 379,435 379,435	\$ \$	53 4,300 (273) 2,471 15,403 (696) 258 (40) 645 24,738 - -	
Gas Trash Services Building Repairs & Maintenance Contract Cleaning Landscape - Contract Maintenance (Inspections) Operating Supplies Pest Control Repairs & Maintenance Total HC Communti Center Shared Reserves Capital Reserve Transfer Total Reserves Total Expenditures	\$ \$ \$	387 17,200 17,200 15,403 484 1,032 516 2,580 75,742 379,435 379,435 379,435	\$ \$	97 4,300 15,403 121 258 129 645 30,488 379,435 379,435	\$ \$ \$	44 273 1,829 - 817 - 169 - 5,749 379,435 379,435 379,435	\$ \$	53 4,300 (273) 2,471 15,403 (696) 258 (40) 645 24,738 - -	

Community Development District

Month to Month

	 Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 203,606	\$ 1,150,262 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,353,868
Interest	2,768	2,601	2,604	-	-	-	-	-	-	-	-	-	7,972
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	440	1,720	430	-	-	-	-	-	-	-	-	-	2,590
Total Revenues	\$ 3,208	\$ 207,926	\$ 1,153,296 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,364,430
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ 600	\$ 800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,400
FICA Expense	-	46	61	-	-	-	-	-	-	-	-	-	107
Engineering Fees	665	3,151	2,084	-	-	-	-	-	-	-	-	-	5,900
Attorney	2,157	2,219	2,618	-	-	-	-	-	-	-	-	-	6,994
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	875	875	875	-	-	-	-	-	-	-	-	-	2,625
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	7,875	-	-	-	-	-	-	-	-	-	-	-	7,875
Management Fees	4,414	4,414	4,414	-	-	-	-	-	-	-	-	-	13,243
Information Technology	158	158	158	-	-	-	-	-	-	-	-	-	473
Website Maintenance	105	105	105	-	-	-	-	-	-	-	-	-	315
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	25	4	30	-	-	-	-	-	-	-	-	-	59
Printing & Binding	-	-	128	-	-	-	-	-	-	-	-	-	128
Insurance	11,325	-	-	-	-	-	-	-	-	-	-	-	11,325
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	134	146	138	-	-	-	-	-	-	-	-	-	418
Office Supplies	1	0	0	-	-	-	-	-	-	-	-	-	1
Property Appraiser Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$ 27,908	\$ 11,718	\$ 11,412 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	51,038
Community Development District

Month to Month

		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance - Shared Expenses														
Field Maintenance	\$	2,896	\$ 2,896	\$ 2,896 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,687
Property Insurance		47,954	-	-	-	-	-	-	-	-	-	-	-	47,954
Telephone		1,223	823	841	-	-	-	-	-	-	-	-	-	2,887
Electric		21,667	22,270	20,454	-	-	-	-	-	-	-	-	-	64,391
Water & Sewer		1,525	1,704	2,113	-	-	-	-	-	-	-	-	-	5,342
Gas		769	874	3,137	-	-	-	-	-	-	-	-	-	4,781
Landscape - Contract		33,497	74,314	49,249	-	-	-	-	-	-	-	-	-	157,060
Landscape - Contingency		421	7,582	643	-	-	-	-	-	-	-	-	-	8,646
Pond Maintenance		729	729	729		-	-		-	-	-	-	-	2,187
Irrigation Repairs & Maintenance		482	429	-	-	-	-	-	-	-	-	-	-	911
Pool & Fountain Maintenance		18,501	12,237	10,915	-	-	-			-	-			41,652
Building Repairs & Maintenance		2,265	2,393	344	-	-	-			-	-			5,002
Contract Cleaning		4,565	4,565	4,565										13,695
Fitness Center Repairs & Maintenance		678	4,505	576	-	-	-	-	-	-	-	-		1,253
Gate & Gatehouse Maintenance		2,542	2,122	9,092	-	-	-	-	-	-	-	-	-	13,756
Lighting		2,342	1,763	1,989	-	-	-	-	-	-	-	-	-	3,752
				1,989	-	-	-	-	-	-	-	-	-	
Maintenance (Inspections)		645	516	-	-	-	-	-	-	-	-	-	-	1,161
Operating Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Parking Violation Tags		-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control		-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing		-	-	2,193	-	-	-	-	-	-	-	-	-	2,193
Repairs & Maintenance		1,187	-	2,307	-	-	-	-	-	-	-	-	-	3,494
Roadways/Sidewalks/Bridge		484	-	3,143	-	-	-	-	-	-	-	-	-	3,627
Security		5,995	5,995	5,995	-	-	-	-	-	-	-	-	-	17,985
Signage		2,212	166	80	-	-	-	-	-	-	-	-	-	2,457
Hurricane Expenses		2,372	299	-	-	-	-	-	-	-	-	-		2,671
Total Maintenance - Shared Expenses	\$ 1	152,609	\$ 141,675	\$ 121,258 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	415,542
Heritaae Crossina Communtiv Center														
Telephone	\$	172 \$	\$ 135	\$ 169 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	475
Electric	\$	1/2 .	1,163	\$ 109 \$ 760	- ⊅	- 0	- ⊅	- \$	- ⊅	- ⊅	- 3	- \$	- \$	1,923
Water & Sewer			1,165	110	-	-	-	-	-	-	-	-	-	219
Gas			24	20	-	-	-	-	-	-	-	-	-	219 44
				20	-	-	-	-	-	-	-	-	-	44
Trash Services		-	-	-	-	-	-	-	-	-	-	-	-	-
Building Repairs & Maintenance		-	273	-	-	-	-	-	-	-	-	-	-	273
Contract Cleaning		373	373	1,083	-	-	-	-	-	-	-	-	-	1,829
Landscape - Contract		-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance (Inspections)		228	589	-	-	-	-	-	-	-	-	-	-	817
Operating Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control		36	97	36	-	-	-	-	-	-	-	-	-	169
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Total HC Community Center Shared	\$	809	\$ 2,763	\$ 2,177 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,749
Reserves														
Capital Reserve Transfer	\$	- 5	\$-	\$ 379,435 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	379,435
Total Reserves	\$		s -	\$ 379,435 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	379,435
				· · · ·					· · ·					
Total Expenditures	\$ 1	181,326	\$ 156,156	\$ 514,282 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	851,764
Excess Revenues (Expenditures)	¢	(178,118) \$	\$ 51,770	\$ 639,014 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	512,666

Community Development District

Replacement & Maintenance Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 12/31/24	Th	ru 12/31/24	,	Variance
Revenues:							
Transfer In	\$ 379,435	\$	379,435	\$	379,435	\$	-
Interest	36,000		9,000		11,489		2,489
Total Revenues	\$ 415,435	\$	388,435	\$	390,924	\$	2,489
Expenditures:							
Contingency	\$ 600	\$	150	\$	120	\$	30
Capital Outlay	1,074,887		268,722		90,128		178,594
Total Expenditures	\$ 1,075,487	\$	268,872	\$	90,248	\$	178,624
Excess Revenues (Expenditures)	\$ (660,052)			\$	300,676		
Fund Balance - Beginning	\$ 952,568			\$	939,899		
Fund Balance - Ending	\$ 292,516			\$	1,240,575		

Community Development District

Debt Service Fund - Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Proi	Prorated Budget		Actual		
	Budget	Thr	u 12/31/24	Thr	u 12/31/24	V	ariance
Revenues:							
Special Assessments	\$ 326,875	\$	248,513	\$	248,513	\$	-
Interest	16,000		4,000		4,150		150
Total Revenues	\$ 342,875	\$	252,513	\$	252,662	\$	150
Expenditures:							
Series 2015							
Interest - 11/01	\$ 72,431	\$	72,431	\$	72,431	\$	-
Principal - 05/01	185,000		-		-		-
Interest - 05/01	72,431		-		-		-
Total Expenditures	\$ 329,863	\$	72,431	\$	72,431	\$	
Other Sources/(Uses)							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$ 13,013			\$	180,231		
Fund Balance - Beginning	\$ 220,411			\$	391,223		
Fund Balance - Ending	\$ 233,424			\$	571,454		

Community Development District

Debt Service Fund - Series 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget			Actual		
		Budget	Thr	u 12/31/24	Thr	u 12/31/24	V	ariance
Revenues:								
Special Assessments	\$	538,024	\$	409,042	\$	409,042	\$	
Interest		28,500		7,125		7,964		839
Total Revenues	\$	566,524	\$	416,167	\$	417,007	\$	839
Expenditures:								
Series 2016								
Interest - 11/01	\$	177,688	\$	177,688	\$	177,688	\$	-
Principal - 11/01		180,000		180,000		180,000		-
Interest - 05/01		173,750		-		-		-
Total Expenditures	\$	531,438	\$	357,688	\$	357,688	\$	-
Other Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	35,087			\$	59,319		
Fund Balance - Beginning	\$	526,383			\$	819,287		
Fund Balance - Ending	\$	561,470			\$	878,606		

Community Development District

Debt Service Fund - Series 2017

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual	
		Budget	Thr	u 12/31/24	Thr	u 12/31/24	Variance
Revenues:							
Special Assessments	\$	503,509	\$	382,802	\$	382,802	\$ -
Interest		26,500		6,625		7,255	630
Total Revenues	\$	530,009	\$	389,427	\$	390,057	\$ 630
Expenditures:							
Series 2017							
Interest - 11/01	\$	167,738	\$	167,738	\$	167,738	\$ -
Principal - 11/01		165,000		165,000		165,000	-
Interest - 05/01		164,231		-		-	-
Total Expenditures	\$	496,969	\$	332,738	\$	332,738	\$ -
Other Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$	33,040			\$	57,319	
Fund Balance - Beginning	\$	477,492			\$	748,537	
	Ŧ	··· ,·· -			*	,	
Fund Balance - Ending	\$	510,532			\$	805,857	

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual		
		Budget	Thr	ru 12/31/24	Thr	u 12/31/24		Variance
Revenues:								
Special Assessments	\$	438,505	\$	333,379	\$	333,379	\$	
Interest	Ψ	22,500	Ψ	5,625	Ψ	5,851	Ψ	226
merest		22,300		5,025		5,051		220
Total Revenues	\$	461,005	\$	339,004	\$	339,230	\$	226
Expenditures:								
Series 2019								
Interest - 11/01	\$	148,181	\$	148,181	\$	148,181	\$	-
Principal - 05/01		140,000		-		-		-
Interest - 05/01		148,181		-		-		-
Total Expenditures	\$	436,363	\$	148,181	\$	148,181	\$	-
Other Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(8,243)	\$	8,243
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(8,243)	\$	8,243
Excess Revenues (Expenditures)	\$	24,643			\$	182,806		
Fund Balance - Beginning	\$	235,463			\$	566,039		
Fund Balance - Ending	\$	260,106			\$	748,845		
- and Datantee Dirante	Ψ	200,100			Ψ	7 10,0 10		

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		ated Budget		Actual	
	Budget	Thr	u 12/31/24	Thr	u 12/31/24	Variance
Revenues:						
Special Assessments	\$ 1,071,322	\$	811,220	\$	811,220	\$ -
Interest	30,500		7,625		6,678	(947)
Total Revenues	\$ 1,101,822	\$	818,845	\$	817,898	\$ (947)
Expenditures:						
Series 2022						
Interest - 11/01	\$ 156,600	\$	156,600	\$	156,600	\$ -
Principal - 05/01	735,000		-		-	-
Interest - 05/01	156,600		-		-	-
Total Expenditures	\$ 1,048,200	\$	156,600	\$	156,600	\$ -
Other Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$ 53,622			\$	661,298	

Community Development District

Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	ed Budget		Actual		
	Βι	ıdget	Thru 1	2/31/24	Thru	12/31/24	V	ariance
Revenues:								
Interest Income	\$	-	\$	-	\$	1,280	\$	1,280
Total Revenues	\$	-	\$	-	\$	1,280	\$	1,280
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	8,243	\$	(8,243)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	8,243	\$	(8,243)
Excess Revenues (Expenditures)	\$	-			\$	9,523		
Fund Balance - Beginning	\$	-			\$	113,386		
Fund Balance - Ending	\$	-			\$	122,909		

Community Development District Long Term Debt Report

	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	\$165,328	
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	2016, SPECIAL ASSESSMENT BONDS	
ASS	ESSMENT AREA THREE PROJECT	
INTEREST RATES:	3.625%, 4.375%, 5.000%	
MATURITY DATE:	11/1/2046	
RESERVE FUND REQUIREMENT	\$274,875	
RESERVE FUND BALANCE	\$304,976	
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)
LESS: PRINCIPAL PAYMENT 11/1/24		(\$180,000
CURRENT BONDS OUTSTANDING		\$7,050,000

SER	IES 2017, SPECIAL ASSESSMENT BONDS							
ASSESSMENT AREA FOUR PROJECT								
INTEREST RATES:	3.500%, 4.250%, 4.750%, 5.000%							
MATURITY DATE:	11/1/2047							
RESERVE FUND REQUIREMENT	\$254,625							
RESERVE FUND BALANCE	\$282,174							
BONDS OUTSTANDING - 9/30/20		\$7,575,000						
LESS: PRINCIPAL PAYMENT 11/1/20		(\$145,000)						
LESS: PRINCIPAL PAYMENT 11/1/21		(\$145,000)						
LESS: PRINCIPAL PAYMENT 11/1/22		(\$155,000)						
LESS: PRINCIPAL PAYMENT 11/1/23		(\$160,000)						
LESS: PRINCIPAL PAYMENT 11/1/24		(\$165,000)						
CURRENT BONDS OUTSTANDING		\$6,805,000						

SER	IES 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	\$330,261	
BONDS OUTSTANDING - 9/30/20		\$7,095,000
LESS: PRINCIPAL PAYMENT 05/01/2	1	(\$120,000]
LESS: PRINCIPAL PAYMENT 05/01/2	2	(\$125,000)
LESS: PRINCIPAL PAYMENT 05/01/2	3	(\$130,000]
LESS: PRINCIPAL PAYMENT 05/01/2	4	(\$135,000]
CURRENT BONDS OUTSTANDING		\$6,585,000

SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS					
INTEREST RATES:	3.000%				
MATURITY DATE:	5/1/2036				
RESERVE FUND REQUIREMENT	\$259,938				
RESERVE FUND BALANCE	\$259,938				
BONDS OUTSTANDING - 02/15/22		\$11,840,000			
LESS: PRINCIPAL PAYMENT 05/01/23		(\$690,000			
LESS: PRINCIPAL PAYMENT 05/01/24		(\$710,000			
CURRENT BONDS OUTSTANDING		\$10,440,000			

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2025

						Gross Assessments Net Assessments	\$ 1,894,441.80 \$ 1,780,775.29	\$ 347,739.07 \$ 326,874.73	\$ 572,365.55 \$ 538,023.62	\$ 535,647.76 \$ 503,508.89	\$ 466,491.57 \$ 438,502.08	\$ 1,135,124.88 \$ 1,067,017.39	\$ 4,951,810.63 \$ 4,654,701.99
						ON RO	LL ASSESSMENTS						
							38.26%	7.02%	11.56%	10.82%	9.42%	22.92%	100.00%
								2015 Debt	2016 Debt	2017 Debt	2019 Debt	2022 Debt	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Total				
				7 5		·							
11/18/24	ACH	\$32,502.72	\$617.79	\$1,613.42	\$0.00	\$30,271.51	\$11,581.14	\$2,125.81	\$3,499.00	\$3,274.53	\$2,851.77	\$6,939.27	\$30,271.52
11/22/24	ACH	\$533,509.44	\$10,243.38	\$21,340.46	\$0.00	\$501,925.60	\$192,024.48	\$35,247.54	\$58,016.14	\$54,294.35	\$47,284.53	\$115,058.57	\$501,925.61
12/11/24	ACH	\$2,939,376.48	\$56,436.00	\$117,576.20	\$0.00	\$2,765,364.28	\$1,057,960.83	\$194,196.68	\$319,640.50	\$299,135.26	\$260,514.63	\$633,916.37	\$2,765,364.27
12/20/24	ACH	\$255,370.88	\$4,923.73	\$9,184.51	\$0.00	\$241,262.64	\$92,301.19	\$16,942.58	\$27,886.85	\$26,097.89	\$22,728.45	\$55,305.67	\$241,262.63
01/09/25	ACH	\$14,092.34	\$274.36	\$375.33	\$0.00	\$13,442.65	\$5,142.83	\$944.01	\$1,553.80	\$1,454.12	\$1,266.38	\$3,081.52	\$13,442.66
01/09/25	ACH	\$188,195.56	\$3,650.97	\$5,645.80	\$0.00	\$178,898.79	\$68,442.31	\$12,563.10	\$20,678.40	\$19,351.86	\$16,853.39	\$41,009.74	\$178,898.80
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$ 3,963,047.42	\$ 76,146.23	\$ 155,735.72	\$ -	\$ 3,731,165.47	\$ 1,427,452.78	\$ 262,019.72	\$ 431,274.69	\$ 403,608.01	\$ 351,499.15	\$ 855,311.14	\$ 3,731,165.49

80.16%	Net Percent Collected
\$ 923,536.52	Balance Remaining to Collect

Section IV

Reunion East and West R&M			
Deferred Project List	E	stimated Cost	Date
Seven Eagles Fountain #2 Refurbishment/Redesign	\$	20,000.00	Defer
Seven Eagles Fitness Center Equipment + Flooring	\$	79,280.00	in process - treadmill
Milling, Resurfacing, Traffic Calming, Striping, Stop Bars	\$	1,238,925.10	in process - punchlist
Access Control System at Reunion Village Gate	\$	20,000.00	in process
Reunion Resort/Reunion Village (Spine Road) Gate Access + Electrical	\$	205,000.00	in process
FY2025 Project List			
Heritage Crossing Community Center, Lighting System	\$	45,000.00	Proposal February
Seven Eagles Pool and Spa Lifts	\$,	In process
Signage Replacement, Radar Speed	\$	67,531.00	In process
Encore RW Playgound	\$	140,000.00	In process
Terrace Pool Renovation/Resurfacing	\$	75,000.00	Proposal February
Pool Furniture	\$	15,000.00	As needed
Reunion Village No Parking Signs Phase 4&5	\$	40,000.00	TBD
Pool Heater Replacement Allowance	\$	24,000.00	As needed
Sidewalk Replacement	\$	75,000.00	As needed
HVAC Replacement Allowance	\$	25,000.00	As needed
Contingency	\$	100,000.00	As needed
	\$	2,199,736.10	