Reunion East Community Development District

Agenda

February 11, 2021

AGENDA

Reunion East

Community Development District

219 E. Livingston Street, Orlando FL, 32801 Phone: 407-841-5524 – Fax: 407-839-1526

February 4, 2021

Board of Supervisors Reunion East Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held Thursday, February 11, 2021 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Call-in Information for Members of Public:

Dial-in Number: (267) 930-4000 Participate Code: 876-571

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of the Minutes of the January 14, 2021 Meeting
- 4. Consideration of Proposal for Installation of Entry Monuments
- 5. Consideration of Access Reader for Seven Eagles Fitness Center Door
- 6. Discussion Items
 - A. Feasibility to Sell District Roads to Private Entity
 - B. License Agreement with Seven Eagles Condominium Association Regarding Mail Kiosk
 - C. Sinclair Road Gate Traffic Issues
- 7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items Lists
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Status of Direct Bill Assessments
- 8. Other Business
- 9. Supervisor's Requests
- 10. Next Meeting Date
- 11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the January 14, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of proposal from Onsight Industries, LLC to install entry monuments. A copy of the proposal and diagram is enclosed for your review.

The fifth order of business is the consideration of access reader for Seven Eagles Fitness Center door. A copy of the proposal is enclosed for your review.

The sixth order of business are the discussion items. The memorandum regarding selling the District roads to a private entity is enclosed under Section A and the License Agreement for the mail kiosks is enclosed under Section B. Any additional back-up items for the discussion items will be distributed at the meeting.

The seventh order of business is Staff Reports. Sub-Section 1 of the District Manager's Report is the presentation and discussion of the action items lists. Copies of the lists are enclosed for your review. Sub-Section 2 includes the check register for approval and Sub-Section 3 includes the balance sheet and income statement for your review. Sub-Section 4 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Tricia Adams District Manager

Cc: Jan Carpenter, District Counsel Steve Boyd, District Engineer

Alang.

Enclosures

MINUTES

MINUTES OF MEETING REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, January 14, 2021 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

Mark Greenstein	Chairman		
Don Harding	Vice Chairman		
Trudy Hobbs	Assistant Secretary		
Steven Goldstein	Assistant Secretary		
John Dryburgh	Assistant Secretary		

Also present were:

George Flint	District Manager			
Tricia Adams	District Manager			
Jan Carpenter	District Counsel			
Kristen Trucco	District Counsel			
Steve Boyd	District Engineer			
Alan Scheerer	Field Manager			
Victor Vargas	Reunion Security			
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Residents

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 1:00 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: This is an opportunity for any members of the public to provide comment on anything on the agenda or non-agenda items that they would like to bring to the Board's attention. If you have a comment, we ask you to state your name and address and try to keep your comments to three minutes. We have a call-in number for members of the public. Are any members physically here that want to provide comment? Hearing none, is there anyone on the phone who would like to provide public comments? Hearing none,

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 10, 2020 Meeting

Mr. Flint: Did the Board have any comments or corrections?

Mr. Dryburgh: Nothing other than the confusion of names.

Mr. Greenstein: The content was fine.

On MOTION by Mr. Greenstein seconded by Mr. Harding with all in favor the minutes of the December 10, 2020 meeting were approved as amended.

FOURTH ORDER OF BUSINESS

Public Hearing

Mr. Flint: We need a motion to open the public hearing.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the public hearing was opened.

Mr. Flint: This is a public hearing to consider the levying of assessments for what we are calling the 2020, Reunion Village Phase 3 and Spectrum Projects. For these projects, you previously reviewed and approved an Engineer's Report and Master Assessment Methodology and adopted two resolutions, one expressing your intent to levy assessments and the other one setting the public hearing for today. We are required to send a mailed notice at least 30 days before today to all landowners within the assessment area and two notices in the newspaper, one 21 days in advance and one 14 days in advance. All of those noticing requirements have been met.

A. Consideration of First Supplemental Engineer's Report

Mr. Flint: The Engineer's Report in your agenda has not changed since the last time you reviewed it.

B. Consideration of Master Assessment Methodology for the 2020 Project

Mr. Flint: The Master Assessment Methodology is the same as the version you received when you set the public hearing.

C. Public Comment and Testimony

Mr. Flint: Are there any members of the public that want to provide comment or testimony on the proposed imposition of assessments for what we are calling the Series 2021 Assessment

Area? The only landowners that would be subject to these assessments are those that reside within Reunion Village and Spectrum. So, it doesn't impact any other landowners within the Reunion East CDD. If there are no public comments, we will close the public comment period and bring it back to the Board.

D. Consideration of Resolution 2021-07 Levying Assessments

Mr. Flint: You have the amended First Supplemental Cost Report as of November 3, 2020. This was prepared by your District Engineer and describes what we called the Series 2020 Project; however, now that we are in a new calendar year, I believe that will be changed to the Series 2021 Project.

Ms. Carpenter: Yes. There is a footnote on the resolution saying that anything discussed for 2020 will be updated to 2021.

Mr. Flint: As you can see, the Series 2021 Project Area involves a portion of Reunion Village Phase 3 where there are 250 single-family lots. Then you have Spectrum at Reunion which are Phases 5B and 7A. Table 2 describes the eligible improvements that could be funded by the bonds. Steven, do you want to discuss the report?

Mr. Boyd: We didn't make any changes from what the Board reviewed and approved.

Mr. Flint: Are there any questions on the Engineer's Report? Hearing none, you also have the Master Assessment Methodology for the Series 2021 Assessment Area dated December 10, 2020. This takes the improvements that Steve described in his report and the Development Plan. Table 1 shows the Development Program. It is contemplated that there would be 250 singlefamily units in Reunion Village Phases 3, 4 and 5 and 296 multi-family units in Spectrum Phases 1 and 2. We applied the same Equivalent Resident Unit (ERU) factors throughout the rest of Reunion, resulting in 944 ERUs or assessment units. Table 2 repeats the capital improvements that Steve has in his report, \$23,700,000 of improvements. Table 3 is a bond sizing with very conservative assumptions, 6% interest rate, 30-year amortization period, 24 months of Capitalized Interest (CI), one year of maximum annual debt and 2% underwriter's discount. The Master Assessment Methodology assumes if we funded everything that was eligible under these very conservative parameters, we would need to issue \$31 million in bonds. This is for purposes of the Master Assessment Lien. When the Underwriter actually goes to price the bonds, the assessments will be pegged at a target assessment level closer to what other properties in Reunion are currently paying. This gives the District the ability and the flexibility. Table 6 reflects the annual net and gross per unit assessments, if we were to fund 100% of the improvements. These won't be the

target assessments that ultimately those units will have to pay, but again it is for purposes of the master lien and flexibility for the District. I skipped a page. Table 4 is the improvement cost per unit. Table 5 is the par debt per unit. These both are looking at the benefit per unit that the properties receive. As long as we ultimately issue as a par debt per unit, less than what the master assessment is, we can issue without having to redo the assessments. Table 6 shows you what the per unit amounts are if we were to fund everything. Table 7 is the Preliminary Assessment Roll. Back in December, you can see what some of the lots were platted. Are there any questions on the Methodology? The next step in the process would be for the Board to approve a Delegation Resolution, which would set parameters. If those parameters are met, then it would delegate authority to the Chair to execute the documents necessary to close on the bonds. Then we would update a Supplemental Methodology that ties to the actual terms of the bonds as they were priced. That would be brought back to you after its priced under the Delegation Resolution. So, there will be another step before bonds are actually issued and that would be the Delegation Resolution.

Mr. Dryburgh: Do you need us to approve the resolution?

Mr. Flint: Yes. The action would be to adopt Resolution 2021-07.

Ms. Carpenter: The only change is we will update the Assessment Methodology Report for Fiscal Year 2021 to reflect the date of November 12th.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor Resolution 2021-07 Authorizing and Confirming the Project; Equalizing, Approving and Levying Special Assessments on Property Specially Benefitted by Such Project to Pay the Costs Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Method Provided for by Chapters 170, 190 and 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for Recording of an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date was adopted.

Mr. Flint: We need a motion to close the public hearing.

On MOTION by Ms. Hobbs seconded by Mr. Greenstein with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-08 Ratifying Actions Related to E-Verify Requirements

Ms. Carpenter: Before you is Resolution 2021-08. The reason for the resolution is the Florida Legislature adopted a new law that went into effect on January 1st, requiring all governments in Florida to adopt and enroll in the E-Verify System. That is a system set up by the Department of Homeland Security, a Federal System that checks the immigration status of employees and a variety of other things. The District has to enroll. So, the intent of the resolution is to approve and ratify GMS submitting and enrolling the Chairman and allowing the Manager and the Chair to be able to sign any documents necessary to ensure the District is in compliance. The District doesn't have any employees at this point, so from a District standpoint, it's not tough to comply. We have to enroll in the system and make sure we have evidence of the enrollment. There is the execution of a Memorandum of Understanding that physically explains the requirements of the District. The District agrees that they will comply with the requirements. The tougher part of the new statute is that all contractors and their subcontractors of the District from January 1st going forward, have to enroll in the E-Verify System and provide compliance. So. whenever we go out for bids or proposals, we need to inform potential contractors that they must show us their evidence of enrollment and their subcontractors need to confirm that they will enroll. The District does have an obligation, if they learn the contractor or subcontractor has not enrolled or hired somebody that does not enroll, to terminate them. It is a pretty harsh requirement and I'm sure it will take some getting used to the first year of making sure that contractors comply. I think most of the larger ones have already applied for Federal and other projects, but I think it will be tougher on smaller contractors. We are hoping at least for the short term, we are not going to be losing folks to bid because of this requirement for some of the smaller businesses. So that's what happened in our State. Last month, it went into effect. So, we recommend the adoption of the resolution.

On MOTION by Mr. Harding seconded by Mr. Dryburgh with all in favor Resolution 2021-08 Ratifying the District's Enrollment in the E-Verify System; Approving and Ratifying Execution of the Memorandum of Understanding; Ratifying Prior Actions of the Chairman, Vice Chairman and District Staff Related to Enrollment and Compliance with the E-Verify System; Delegating Authority to the Chairman, Vice Chairman and District Manager to Take All Actions Necessary or Prudent to Maintain Compliance with the E-Verify System; Providing for the Severability and Providing for an Effective Date was adopted.

SIXTH ORDER OF BUSINESS

Discussion of Feasibility to Sell District Roads to Private Entity

Ms. Carpenter: In Reunion West we had a long and spirited conversation about this. As you all know, the last two meetings I have been talking with Tax Counsel with Greenberg, Traurig who is Bond Counselor for the District. Their tax specialist Ms. Vanessa Lowry is from Philadelphia where many of their finance tax people are. She put together a memo, which lays out in nice simple English how a process would work if the District has someone come and say that they want to buy the roads, pay off your bond debt and take over the ownership and maintenance. The process as I explained, is probably in more detail and a little more convoluted than Vanessa was able to explain, is simply if there were a million dollars in bonds and it cost half a million to build the roads, then that 50% is the portion that would be used for the amount of the road costs for the bonds that are outstanding. The bonds have been paid down so there is no longer \$1 million out there. There is less. So, there's that amount and a 5% amount that all bond issues are allowed to have for a private use or a use that doesn't necessarily comply with the statute. So, we have that little waiver. There is some room there to work with; however, in Reunion East, particularly and Reunion West somewhat, many of those costs were used during the bond defaults for the management contracts and other things. So, there is 5% out there for the District to use. The process going forward sounds simple, but there's a lot of work that needs to be done to able to make it happen and a lot of impacts. Vanessa did a good job in her Memo by laying out the steps that would have to be taken in order to go forward if someone wanted to buy the roads. One, we would need to get exact costs. Right now, we have about a \$47 million cost for the roads in Reunion East and West. That was based on the Engineer's Report. The next step going forward would be a cost proposal from the District Engineer and GMS, figuring out how to go through every requisition of bond proceeds for all of the bond issues since 2004. I think there was a Bond Anticipation note. We need to go through those, pull all of the requisitions and confirm the actual costs spent on roads and related improvements. Once those costs are known, you would be able to figure out the actual cost for the roads and those related improvements compared to the bond issues.

Mr. Dryburgh: I think you have done a good job taking us to where we are at. Our biggest stumbling block going forward, appears to be if we want to proceed, someone must make a decision if we want to spend more funds. My question is if we decided to go ahead and have the District Engineer look back at the bills, do we have any idea how much we are talking about spending to do that next step?

Ms. Carpenter: No.

Mr. Dryburgh: I know it's a hypothetical, but in my mind, I don't know if we are talking about \$100,000 or \$200,000.

Ms. Carpenter: I think the step before this is we know there is a way to do this. There are a lot of issues coming up with the actual cost. The other side of this is if someone says, "Okay, it is \$23 million," we have to actually redeem bonds. We can't take a check for \$23 million. We have to figure out who is paying what assessment and how to allocate that. There is a whole set of assessment methodology calculations to figure out. I think the next step is making sure there is a purchaser and the potential costs involved. I think the Master Association is probably the likely authority. At the last meeting, we said to them, "Here is our quick overview. There are a lot of tweaks to this and a lot of issues. If you are interested in proceeding, let us know and then we can go forward and have the Districts talk with the Master Association," so the community can figure out the cost. Steve discussed the pros and cons very well at the last meeting.

Mr. Harding: Has this been done before?

Mr. Flint: There was a District in St. Johns County where the bonds are fully paid off and they are doing something with the roads. I think there may have been another District where there was a default and some other issues. There is not a lot of precedent for this. In my company we manage 170 CDDs. There may be one or two out of 170 and there are special circumstances to it. So, it's not very common. This is complicated because you have multiple bond issues. In each bond issue, all of the assessments may be the same, maybe \$2,000 per house per year. Each bond issue has varying percentages of how much are road costs. So, it's going to get very complicated when we get to that point.

Mr. Harding: Once all of the bonds are paid off, it might make a difference 15 years from now.

Mr. Flint: It would take that element out of the equation.

Ms. Carpenter: That is a good question because there is one bond issue in one house and you can pay it off. You have a good tax calculation so if the IRS looked at it, you are fine. In this case, it's going to be a long expensive process. Generally, in my view of a normal transaction, the purchaser would be paying those costs.

Mr. Harding: Is there a way of knowing if we were to pursue this, what the advantages are? Obviously, there is a going to be a cost to the homeowners. There is going to be an assessment. Do we have any idea what those assessments might be based on what those numbers

are right now? If there is a large assessment then we need to also talk to the Master Association if they are going to take over control of ownership.

Ms. Carpenter: The discussion at the last meeting was good on that point. I think the hope is that a homeowner will pay a certain amount less in CDD payments and will pick it up in HOA payments. The maintenance that you pay on your annual assessment for the CDDs would instead be part of your HOA fees.

Mr. Harding: It might be just a true-up then.

Mr. Flint: It could be, but a lot of the answers to that question are going to be dependent on who the purchaser is, what the interest rate is and how long they are going to amortize the debt. Those are items we don't really know. The goal could be revenue neutral.

Ms. Carpenter: Would there be extra costs because of the people that pay down assessments. From a District side, there are no costs, but those people would feel they need to be reimbursed something if everyone else is getting a benefit in paying it. So, there will be a lot of calculations on the Master side to see how this could work.

Mr. Greenstein: As I said at the Reunion West meeting, this is probably the most significant item that we have since the CDD was established, but the key thing is we reached a point where we have some direction. They alleviated that from a financial standpoint, so it seems to be feasible. Now we need to officially go back to the Master Association to document the fact that they are aware of the guidance we received from counsel and see what their inclinations are at this point. Once we have that, if they are still interested, then we will work together. Joint Reunion East/West CDD representatives will work with the Master Association and come up with an overall concept that hopefully answers the who, what, when, where, why and how questions. We will have a joint meeting because it's a big deal. We think we know what the issues are. We probably haven't scratched the surface once we dig into it, but we are holding off on any more administrative work to deal with this other than authorizing counsel to notify the Master Association and transmit relevant information to advise them of what we think our position is right now.

Mr. Harding: Did the Master Board make a decision without input from the owners?

Mr. Greenstein: No. I can't speak on behalf of the Master Association, but anything that would increase assessments has to pass a certain threshold. I'm not going to quote the number. It is a very high number. You basically have to have a super majority buy in of property owners in order to get additional assessments paid on the HOA side.

Mr. Harding: Okay.

Mr. Greenstein: Again, they wanted us to pursue this unofficially. We brought this to this point unofficially and now we have to make it official. Based on their guidance, we will take appropriate action.

Mr. Harding: So, the next step would be to approach them.

Ms. Carpenter: We will send the report to them, try to explain a couple of the big items and ask if they are interested in pursuing it.

Mr. Harding: Okay.

Mr. Greenstein: It is like we are selling a part of our business and we want to see if the acquirer is still interested in purchasing it.

Mr. Harding: Before we spend a lot of money calculating the assessment, we need to see if there is interest.

Ms. Carpenter: Exactly.

Mr. Greenstein: We did enough behind the scenes up to this point.

Ms. Carpenter: One of the big things for them to consider is the collection of it. One of the reasons Reunion and many Districts are having the roads designated as CDD roads is because you are guaranteeing collection on the tax roll.

Mr. Harding: Okay. So maybe between now and the next meeting, we will know where the Master Association stands.

Ms. Carpenter: Perhaps. We happen to know when the next meeting is. I will get with Mr. David Burman to ask the questions and give them the information and report back.

Mr. Greenstein: It shouldn't take us two months to do that.

Mr. Harding: Sounds good.

Mr. Greenstein: Thank you, Jan.

SEVENTH ORDER OF BUSINESS Consideration of Agreements/Proposals

A. Data Sharing and Usage Agreement with Osceola County

Mr. Flint: The first agreement is with the Property Appraiser. You have seen this agreement before. The District is agreeing not to disclose any confidential information that would otherwise be privileged under the statutes. You have approved this in the past. It is something that has to be entered into annually. Are there any questions on the agreement? Hearing none, we motion to approve it.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the Data Sharing and Usage Agreement with the Osceola County Property Appraiser was approved.

B. Preventative Maintenance Proposal from Fitness Services of Florida for Fitness Equipment

Mr. Flint: We have a new agreement from Fitness Services of Florida. Tricia, do you want to present this?

Ms. Adams: I can, but the information is very straightforward. It is in the agenda package. It includes quarterly visits from Fitness Services of Florida to perform all of the maintenance specifications outlined in the agreement. The cost is \$250 per visit for the preventative maintenance services.

Mr. Harding: That is \$1,500 for the year. Right?

Mr. Flint: Yes. There are more than four quarters here. It goes into next fiscal year. Basically, you are approving \$250 per visit.

Mr. Harding: Okay.

Mr. Dryburgh: My understanding is that they are warranting their work for 90 days and they are coming every 90 days.

Ms. Adams: Yes. It looks like there are six visits per year. When they are here, they inspect all of the equipment, perform routine maintenance such as lubrication, adjusting treadmill belts, etc. They will make a note of any repairs that are necessary. Then we will make a determination based on the severity of the repair that's needed or if the equipment is not usable, whether they come out for an extra trip to do that repair sooner or if it is held for the next preventative maintenance visit.

Mr. Dryburgh: Whatever they have done, they are warranting that work.

Mr. Flint: There is a 90-day warranty provision in here, but there is not anything to warranty. If there was, they would cover it. The warranty would actually apply to the stuff they found during their visit that we in turn repaired. There will need to be a E-Verify provision placed in this agreement or an addendum. So, any approval of the agreement would be subject to that.

Mr. Greenstein: If you have been to the Fitness Center lately, they are in the process right now of performing the work we previously agreed to as far as making repairs and refurbishing machines. They have a lot of work ahead of them. They know what they are doing and I'm confident that this will work out well.

Mr. Flint: Yes. We will give an update on the Fitness Center under staff reports.

On MOTION by Mr. Dryburgh seconded by Mr. Goldstein with all in favor the Preventative Maintenance Proposal from Fitness Services of Florida for Fitness Equipment was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Bill of Sale for Seven Eagles Pool Furnishings and Fitness Center Equipment

Mr. Flint: This is a cleanup item. We wanted to make sure, as part of the transition from the Resort to the CDD, that the Resort contributed the fitness equipment that we are now in the process of repairing and replacing, as well as the patio furniture and some items like the foosball table and ping pong table. This is a Bill of Sale from the Resort to the CDD documenting that they are conveying those items at no cost to the District. There are some items in the attached report that Alan prepared that may need to be surplussed if they can't be repaired. We are looking at the feasibility of re-slinging some of the chaise lounges, for example. So, we would ask that the Bill of Sale also approve the surplus of any items necessary to be surplussed.

Mr. Greenstein: Okay.

Mr. Flint: Are there any questions on the Bill of Sale? Hearing none, we need a motion to approve it.

On MOTION by Mr. Greenstein seconded by Mr. Dryburgh with all in favor the Bill of Sale for Seven Eagles pool furnishings and Fitness Center equipment was approved.

NINTH ORDER OF BUSINESS

Ratification and Perpetual Easement with Osceola County

Mr. Flint: This is just ratifying the Perpetual Easement with Osceola County.

Ms. Carpenter: An easement in front by the traffic light is needed by the developer. It had to be ratified because it needed to be signed within a day or two. The County was very cooperative when they realized that we were a CDD and not a party to the development part of this. We were cooperating so they allowed us to make the changes we needed to make.

Mr. Harding: Is this for the development across the street from the main entrance?

Ms. Carpenter: Yes.

Mr. Flint: It is for the signalization.

Mr. Greenstein: For the four-way signal.

Mr. Flint: Yes, there is a postage sized piece.

Ms. Carpenter: We got it done and it is in pretty good shape.

Mr. Flint: The county since approved it. We just don't have the signed version.

Ms. Carpenter: This is just a ratification of finalizing and executing that easement. So, we would ask for a motion to ratify and approve the easement with Osceola County.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the Perpetual Easement with Osceola County was ratified.

TENTH ORDER OF BUSINESS

Review and Acceptance of Draft Fiscal Year 2020 Audit Report

Mr. Flint: As far as the issues, the Report to Management or Management Letter, which starts on Page 29, still has the same issues that are triggering a comment in this report. So those haven't changed. It notes we met one of more of the conditions of Section 218 of the Florida Statutes. That's because of the bonds that are hanging out there. There is no pledged land or assessments to repay those. We talked about this in the past and every year the audit comes up. I described the circumstances behind that, but it really doesn't create a financial emergency for the District, although technically its triggering it because the District has no obligation to go out and assess anybody to pay for bonds that are outstanding.

Ms. Carpenter: Trustee's Counsel actually called right before the end of the year and said, "We probably should review our demand for that landowner to pay as they had in the past." I indicated that we were talking with them about a number of issues with Kingwood being new. The Trustee had said, "Let's give them some time." So, I think they will be renewing their request to get that resolved this year.

Mr. Flint: We provided you with a report in the past. The request to get it resolved deals with some properties; for example, the water park and some other parcels within the District that the Trustee is asserting should be assessed that are not currently assessed. We ask that the Resort attorney get together with Trustee's Counsel to leave the CDD out of it and try to negotiate for some resolution to that issue. I think they weren't successful in doing that.

Ms. Carpenter: I think we were somewhat close and then it got sold to Kingwood. Then we brought up the issue to them just generally, as they weren't aware of it. They talked about changes in the Development Plan and with some of that, the Trustee agreed to give them some time, but now they want to renew this so we will probably be starting over again on the discussions.

Mr. Flint: So, there is a management response under Item 1 that still has to be filled in, but the response is going to be similar to prior years. We would work with Jan to make sure that

our response is consistent with District Counsel's input and position on the issue. Are there any questions on the draft audit? Hearing none, we need a motion to accept the audit subject to working with District Counsel to insert a response in the Management Letter. Then there is a litigation and claims note, Note 7 on Page 22, that has to be finalized. So, if there a motion to accept it subject to completion of those two sections, we would transmit it to the State of Florida.

On MOTION by Mr. Greenstein seconded by Mr. Goldstein with all in favor the acceptance of the draft Fiscal Year 2020 Audit Report, subject to working with District Counsel to provide a response to the Management Letter, finalizing the litigation and claims note and authorizing transmittal to the State of Florida was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Carpenter: The only item we have is part of the construction on the two new developments by Encore. There had been a request early on in the District to grant them a letter about the irrigation system. They need to construct that irrigation system and as a requirement, we have to grant a construction easement. I spoke to the developer today and their counsel is working on the construction easement; however, so we don't delay construction, we would seek to have authority given to the Chairman or Vice Chair to sign a construction easement and bring it back to the Board. We can send copies to everyone if they would like to see it, but it should be a pretty standard easement to put everything back to the way it was before they did the work.

On MOTION by Ms. Hobbs seconded by Mr. Dryburgh with all in favor authorizing the Chairman or Vice Chair to sign a construction easement for the construction of an irrigation system in two new Encore developments was approved.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Action Items Lists

Mr. Flint: The irrigation turnover is tied in with the construction easement that Jan just spoke about. I don't know if you want to elaborate more on the issue of ownership and operation of the irrigation system.

Ms. Carpenter: Yes. I forgot about that. At the last meeting, we asked for authority to send a somewhat nasty letter to Kingwood saying that we need to resolve these issues with the

irrigation. Before we did that, we got a draft of their proposed Operating Agreement. We just haven't had a chance, George or I, to go through it and see if it satisfied major requirements. So hopefully by the next meeting, we will have some information back to you all on if we think we are really in a place where we are moving forward to get it done or if we have to take other measures.

Mr. Flint: Okay.

Ms. Carpenter: That was great news. We at least got something.

Mr. Flint: Alan or Tricia, do you have any updates on the street parking and towing? We are showing the item as completed.

Ms. Adams: The only thing that changed since the last meeting is the Board directed staff to issue correspondence to residents letting them know that there was a more punitive phase being entered into and that cars were subject to towing enforcement for parking violations. There has also been communication and interfacing with the security team from District management staff regarding the operations and ensuring that the policies and directives of the Board are fully understood.

Mr. Harding: So, the notification hasn't gone out.

Ms. Adams: Yes, it did.

Mr. Dryburgh: I never saw it.

Mr. Harding: I never saw it either.

Mr. Dryburgh: Did you send it by email?

Ms. Adams: Yes, through the Master Association.

Mr. Flint: It goes through the Master Association.

Ms. Adams: It went out the Friday before the Board Meeting, but I would be happy to submit a copy to the Board Members.

Mr. Flint: The Davenport Creek Bridge gate access issue has been placed on hold. We are continuing to monitor that as construction proceeds in Reunion Village. The amenity status in regard to COVID-19 have not changed. We are continuing to operate the amenities in the same manner we have been and provided you updates at prior meetings.

Ms. Carpenter: Have we previously given authority to a Board Member if we need to change anything in between meetings? We just received something from one of the State agencies where they think COVID numbers will be increasing this month dramatically. It is the first time

I heard that being said. I guess you can give BMS the authority or get with the Chair if we needed to do something. Hopefully it's a false alarm, but it's probably worth being prepared.

Mr. Flint: It wouldn't be a bad idea if we haven't already done it for the Board to delegate authority to the Chair to modify the operating procedures as deemed necessary as a result of any change, such as removing chairs or closing the pool. There is talk about dramatic increases.

Mr. Greenstein: If it's a formality, I will do it.

On MOTION by Mr. Harding seconded by Mr. Dryburgh with all in favor authorizing the Chair to modify the operating procedures at the amenities as deemed necessary was approved.

Mr. Flint: Hopefully we won't have to do that, but it's good to be prepared. We would've done whatever we have to do regardless of the motion, but it's good to have that.

Mr. Greenstein: For anything on an emergency basis, you do what you have to do.

Ms. Carpenter: We generally go to the Chairman, but this was something that just came in as an alert.

Mr. Flint: Next is the Seven Eagles management transition. Tricia, do you want to give an update on where we are at with that?

Ms. Adams: I will let Alan start and then I will finish with any other details.

Mr. Scheerer: The transition has gone extremely well. We did a complete inventory of all the furniture. Obviously, the Board just approved that. The pool company is doing well and Tricia and I met with Kingwood and Reunion to review the cleaning procedures and staff. I think the place is looking really good. They are doing everything they can. I was in the Gym last night and the fitness equipment is going in. I'll be there again today to meet with the Reunion engineer about changing out the keypad on the Fitness Center door to a swipe card. So, we are doing that and we are also about four weeks out for the modifying of the fence.

Mr. Harding: They are making the front fence higher.

Mr. Scheerer: Yes, it would be 5 feet and six feet from the ground on the side by the planter beds. Yellowstone has done a great job in cleaning things up. We have some additional restoration going on over there for landscaping.

Ms. Adams: Some items that are pending were finalizing the transition of the utilities to the District's name. We are working with Kingwood as well as our county team. In the future, the Board will potentially see amenity policies, updates as well as a center that the Resort may want to use as a rental facility. So, I updated some of the District policies that could be impacted by

this transition. You will see cleanup items over the next few months related to the transition of Seven Eagles.

Mr. Harding: Did we decide what we are doing with the game room situation?

Ms. Adams: At last month's meeting, staff was directed to contact Kingwood to have the arcade games removed. That communication has happened. We have not yet received a date on when that will occur.

Mr. Harding: So, they are going to remove all of that. They are paying for it, right?

Ms. Adams: They have to receive a financial benefit. They receive a portion of the monies that people spend at the arcade. My understanding is there is about \$200 net cash flows.

Mr. Harding: We didn't decide what we were going to do with that room, yet. Did we?

Ms. Adams: Right.

Mr. Harding: As far as putting a ping pong table in there or doing something? I don't know.

Mr. Flint: No, we hadn't. There was some discussion of possibly keeping it as a game room and evaluating other vendors. That would be a possibility as well.

Mr. Harding: Is that something you would do?

Mr. Flint: Based on the what the Board's desire is, yes, we can reach out to other vendors to get proposals. The way the current agreement works, there is a minimum revenue threshold per month. If that is met, everything above that is shared on a percentage basis with the Resort. If it is below that, it actually is a cost to the Resort. They actually had to pay under that lease, but typically it is a small revenue generator.

Mr. Harding: It seems like we can put something in there, even with the ping pong table or something like that would be easy.

Mr. Flint: Under normal circumstances that would be a revenue generator for the District and there wouldn't be any costs, if it was a game room, but it is just a matter of whether the Board wants it to be a game room.

Mr. Harding: Maybe we should hold off until we are behind the pandemic.

Mr. Dryburgh: Was there some discussion on whether or not whether we could have mail kiosks inside of the building or whether it makes sense to have it in the parking lot. If we looked at that entire area, we could get a much bigger facility. So, it opens up other opportunities besides just the game room.

Mr. Flint: Yes. I think you talked about that at the last meeting, but you decided to keep the status quo on that mailroom for the time being. I believe that was what you all decided. It would be incumbent upon the Seven Eagles Condo Association to bear the cost of moving the mail facility. So that would probably be a discussion. You could take a hard-line approach and tell them that they need to move it. At the last meeting, the Board approved a License Agreement that allows that to have that there, but there is a termination provision in that agreement. There is no cost to them at this point.

Mr. Harding: We also have to remember that they are part of the CDD too.

Mr. Dryburgh: I would just mention that all of the other CDDs have theirs outside. What are the revenues?

Mr. Flint: I don't know. Kingwood mentioned \$400 a month. I'm not sure. I haven't seen the financials.

Mr. Greenstein: The financial aspect of this is a motivating factor. I take it we punted on the issue. We just took over the facility. I would like to see the machines removed so we can evaluate the space. I was over there with Alan yesterday and I discovered as John did and other people, that you have a bathroom and a kitchen in that room. The space between where the mail room and game room is, is actually a wall of glass that was painted over. At one time it may have been one open room. You can see where that false wall was dropped in. There is a big opening there. To me, our primary business is not to offer arcade game equipment/entertainment to anybody. We are not a part of that agreement. So, let the Resort terminate that agreement, pull out the machines, we will look at the condition of the room and the space. Just like we are working on a survey for use of business execution of land on the west side for a possible amenity, we can open it up and get some ideas as to what we can do with that space.

Mr. Harding: It will be better after the pandemic is behind us.

Mr. Greenstein: Yes, it's a nice space. If there are facilities right there in the room, not that you can open the door and walk out and go the regular facilities, it could lend itself to a community game room. We can talk to GMS about how to control access to it and schedule events in it. I just think we need to get the equipment out and then we can evaluate better what we want to do.

Mr. Harding: Like I said, it's probably not getting the proper use now because of what is going on.

Mr. Greenstein: Of course, not.

Mr. Harding: So, it's better to wait to see what is going to happen.

Mr. Greenstein: It's not as if we are giving up a tremendous amount of revenue by dragging our feet a little bit on this one. We just need the time to evaluate the property. We did walk around and see things for secondary fixes. It is a lovely facility. It's a good use of the space and it would be nice when we have it super active.

Mr. Harding: One other thing. As far as the code for the Fitness Center, is it time to change it because I'm not sure the right people are going in there to use these facilities now anyway.

Mr. Goldstein: We are going to change to the swipe card.

Mr. Scheerer: Yes. They would utilize the same access system to get into the pool. That's at 3:00 p.m. and Tricia said that she would be able to join me as well. They called me yesterday.

Mr. Greenstein: It would be nice if one card gets in there.

Mr. Flint: What is the status of The Terrace's signs?

Mr. Scheerer: It happened on the 7th and should be done by tomorrow.

Mr. Greenstein: So how many more do we have to do? I lost track.

Mr. Scheerer: I believe you have seven more. Again, that was a situation where those were individually installed with the original towing company. Then they folded and Fausnight Stripe & Line (Fausnight) pulled them out because they didn't pay them. They put the galvanized posts back in. That's how we got in that situation years ago.

Mr. Greenstein: Right now, every time you drive down Excitement Drive, you have to go deep in the back of The Terraces to see any remaining poles.

Mr. Scheerer: You don't see them as you are driving through unless you actually go through The Terraces.

Mr. Greenstein: By the end of this fiscal year or the next fiscal year, we can bring them up to speed.

Mr. Scheerer: Yes sir.

Mr. Greenstein: Because we have spread the cost of this project out over a number of years. Okay.

Mr. Flint: Do you have an update on the pool cameras?

Ms. Adams: Instillation started a week ago.

Mr. Flint: What about the entrance monument at Spine Road?

Mr. Dryburgh: Alan and I met with the contractor. These are made of foam. They pretty much do whatever we want. We just have to make a decision and get the pricing. In my opinion,

the one on Spine Road, especially at the antenna making changes on Sinclair, Spine Road is going to be our main entrance. My suggestion would be to go with a bigger one, kind of like where the main entrance monuments are. We could do a smaller one. We don't have an idea on the cost on the difference of the two sizes, do we?

Mr. Scheerer: No. Steve and I were looking at the dog park this morning when the email came through with the design. It is a foam based product. They are going to skim it with a stucco finish. We want it to look similar to the newest one that was installed off of Sinclair Road. The thought process on this is when we go perpendicular to the road or parallel to the road, we have lighting out there so if you want to have it lit or signs showing the entrance on both sides, we can do it that way or just put a smaller one across the island. It will be tremendously smaller than what we currently have. Once we pick the design, we can go back to Darrin's group and say, "This is the design we want." They will come out and perform field memberships on the median and Spine Road to determine just how big you want those things and we can come back to the cost. The goal would be that it would look similar to the rest of the signs. It's just a foam based sign.

Mr. Harding: Does the foam last?

Mr. Flint: As long as the landscapers don't hit them.

Mr. Greenstein: It looks great.

Mr. Scheerer: All of our signs look great. We know when he runs into them.

Mr. Harding: I know that, but if it is not going to last very well. We have foam windowsills on our house.

Mr. Scheerer: There are foam signs in the community in Brevard County that we manage and they don't do a bad job. We will do a maintenance inspection just like we do everywhere else. So, there will be a 6 or 8 maintenance strip around there, whatever the Board decides to go with. They are just edging it, not weeding around the base of the sign. We will add some lights.

Mr. Dryburgh: Before we proceed, are we going to ask them to do an estimate of costs?

Mr. Flint: Yes. That's what he's going to do.

Mr. Scheerer: If you get a selection of the design, we can ask them for a price for that.

Mr. Goldstein: Since that's so far area back from the street, I think we probably need to do the bigger one so we can see it.

Mr. Scheerer: Yes.

Mr. Goldstein: It's a waste of our time and money doing little ones.

Mr. Greenstein: The other thing we talked about was wood. There was the possibility, because we have a lot of signage throughout the Resort that had very nice posts. The sign itself probably requires some maintenance over the years. I don't know what the sign itself is made out of, but I think we need to look at other options, because I would love to be able to endorse the idea of an entrance that was overlooked. It should have an entrance monument just like the monuments at the other entrances. What was the price? It was a ridiculous number.

Mr. Scheerer: \$30,000 to \$40,000.

Mr. Greenstein: Close to \$40,000. So, we are looking for alternatives. We would like to see the pricing.

Mr. Dryburgh: So, let's go back to the design company that did the ones in the Resort. Look at the bigger signs and the ones with the foam.

Mr. Scheerer: I will meet with Aaron.

Mr. Dryburgh: I agree with Mark. I think the wood one might last longer than a foam one.

Mr. Greenstein: I know that the signage is smaller, but the signage we put up on the west side for the lane control, amplifies that into a sign three times the size.

Mr. Scheerer: We did the original request onsite and they felt that the foam would be a little better.

Mr. Greenstein: Lets list the pros and cons and we will make a decision. Thank you.

Mr. Flint: With the new bond issue we talked about, you approved the assessments today. We will have to come back with a Delegation Resolution before they can move forward and close. For the pool access, we were using the new modified system. We were looking at Seven Eagles as possibly a solution to some of the other community pools.

Mr. Scheerer: That is correct. The way we were going to do the Seven Eagles pool is costly because the entrance is twice as bigger than the rest of the pool. We did get some estimates for Carriage Point. The other swimming pools are about \$3,500 each to modify the 5-foot-high level to a 4-foot gate. I think The Terraces paid \$3,100 to modify theirs.

Mr. Flint: Why don't you describe around the gate and how we would prevent someone from re-entering?

Mr. Scheerer: Everything at the pools will be elevated to a minimum of 5 feet. They are going to do what is called an expanded metal on the back side of the gates. That expanded metal has holes in it so the air can travel back and forth through when the gates open and close. It will prevent you from reaching through and/or reaching over it 5 feet unless you are as tall or George

or taller than George. You are also going to have a striker plate guard that will keep them from putting a screwdriver or something in between the gates to push the striker out for the opening mechanism. That will prevent someone from putting a screwdriver between there and accessing it that way. At these other pools, there's only about three sections of fence. All of this is going to be custom made. It is all going to be fresh metal, powder coated whatever color we want them.

Mr. Harding: So, you think it's an extension of the existing fence?

Mr. Scheerer: All of that will be removed. This will be brand new.

Mr. Harding: Sounds good.

Mr. Scheerer: One of the things that I would like to do is to get with Kingwood. They provided the current locking system we have. We are not removing what is there now until it is time to move and reinstall.

Mr. Harding: Sounds good.

Mr. Scheerer: The expanded metal is a great idea. We have it at a couple of other pools and it works really well.

Mr. Greenstein: Trudy was concerned and we discussed at one point the other gates.

Ms. Hobbs: Yes.

Mr. Greenstein: That will be secured as well. The club will have access. The gate is on that side closest to the kitchen.

Mr. Scheerer: The locks are already installed. I just need to get with security to get a few more keys. Signs will be installed on both of those gates that says, "Authorized Personnel Only." They are to be kept locked at all times when not in use so people can't get in. We will probably put another exit sign on either side was well, in case people come around the corner and they are trying to get out.

Mr. Greenstein: Sounds good.

Mr. Flint: You just ratified the easement that Mark executed, based on prior approval. Then we talked about the roads. So, the only other item that I wanted to bring up relating to 532 is the south side. Mark, I don't know if you want to lead that discussion. Based on the development along 532 on the south side, the question is whether it makes sense for the CDD to continue to maintain the right-of-way (ROW) on the south side of 532. They are coming and taking out trees and putting in turn lanes. They are impacting that area significantly. We have an irrigation system in that area, but as you recall previously when Andrew was here, there were some discussions

with the county. Initially they were effective to some sort of cost sharing arrangement or something that would provide relief to the CDD, but then subsequently back off on that.

Ms. Carpenter: I asked recently when I ran into one someone from the county, if we could come up with something that for example this lake, the county is permitting anything. Could they potentially ask for contribution? They said that they would explore it, but the problem is this is Polk County property. There is not a whole lot of Osceola County property. We did send letters to landowners at one point asking for voluntary contributions and we didn't get anywhere on that.

Mr. Harding: The cost, I think, for maintaining 532 was \$170,000 per year.

Mr. Flint: We would have to go back and look.

Mr. Harding: I'm just wondering, if we get rid of the south side, would one-third of that cost go away, or something like that?

Mr. Flint: I don't know that it would be one-third because the median is more than one-third.

Mr. Greenstein: Its rather modest. You obviously have the irrigation system in there and it is only a few feet deep, but it was done right. Yellowstone maintained it nicely, but now, as George said, because of development, they removed a lot of the trees and shrubs. When there was nothing on the other side and no development, it made sense for us to take responsibility for it. Work it out with the county, but now that there are developers, tenants' sort of speak, owners, there's development on the other side and they should have it. So, I raised the issue with GMS about notifying Osceola that we pulling out of that area, figure out the requisite costs and notify Yellowstone?

Mr. Showe: Cap the irrigation system.

Mr. Greenstein: Yes.

Mr. Harding: Have we ever gone to the apartments? This is a west side mater, but have we ever gone on Sinclair Road, as far as going back to them and saying, "We don't want to maintain the maintenance of that center median?"

Mr. Flint: Depending on which apartments you are talking about; they are in the CDD. They pay operation and maintenance (O&M) costs.

Mr. Harding: That is true.

Mr. Greenstein: That is Bahia.

Mr. Harding: We mow it. Right?

Mr. Scheerer: We do. Wherever they have done the improvements, we don't maintain. So, the improvements along Sinclair Road up to the sidewalk and curb, we no longer maintain.

Mr. Harding: I just thought I would mention it.

Mr. Scheerer: I have that spreadsheet somewhere. I apologize. I can't bring it to you, but I will make sure that we have it before the next meeting.

Mr. Greenstein: If I recall correctly, the number wasn't overwhelming. We therefore said that we will just leave it, but now that development is occurring more and more, now is the time.

Mr. Flint: Okay. Do we need a motion?

Ms. Carpenter: Let's do a motion because we may have to amend the agreement with the County.

On MOTION by Mr. Greenstein seconded by Ms. Hobbs with all in favor amending the agreement with Osceola County for the CDD to maintain the right-of-way on the south side of 532 was approved.

Mr. Flint: So, we will move forward and figure out what the right process is. We may end up just having to send letters to all of those property owners saying, "As of this date, we are no longer maintaining the landscaping."

Mr. Greenstein: They have gotten a free ride for all of these years. The only issue that came to my attention, which has already been resolved, is a water line relative to the signalization. We have an irrigation line near it that has to be moved. Envision is going to move it.

Mr. Flint: They are going to contract with Yellowstone to move it. We told them, "If you are going to move it, it is your cost, but you need to use our contractor."

Mr. Greenstein: Okay. So, we have that covered.

Mr. Flint: It looks like we covered everything.

Ms. Hobbs: Can I speak?

Mr. Flint: Sure.

Ms. Hobbs: The back is completely bordered by a conservation area. There are signs along the border every so many hundreds of yards, which basically designates conservation and policies that list things you cannot do. Their signs are in bad condition, so I asked Alan to look at those. Some of them you can't even read.

Mr. Flint: We will definitely take care of that.

Mr. Scheerer: It will be done by the next meeting.

Ms. Hobbs: I haven't seen a lot of people wandering around out there. There is a lot of wildlife. Occasionally, I have walked through to the other side to see what's happening because there is some fencing near the development. There should be some consideration as to whether we want other signs.

Mr. Goldstein: Are you talking about adding signage on the Reunion Village side conservation area?

Ms. Hobbs: Yes. I walked down to where the village is going to be. I wanted to see what was happening down there. It looks like they put a fence along some of it. I don't know how far the fence goes. I think we need to put in some signs. We should start thinking about it as it being built.

Mr. Greenstein: I agree.

ii. Approval of Check Register

Mr. Flint: You have the December Check Register for the General Fund, repairs and maintenance and payroll totaling \$2,755,505. A significant amount of that is assessment revenue that comes from the County and then we have to write a check to transfer that to the Trustee for the Debt Service Funds. It's on the last page. You see, "Care of US Bank." Are there any questions on the Check Register? Hearing none, we need a motion.

On MOTION by Mr. Harding seconded by Mr. Greenstein with all in favor the Check Register for the month of December totaling \$2,755,505.08 was approved as presented.

iii. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through November 30th. These are the first two months of Fiscal Year 2021. No action is required by the Board, but if you have any questions, we can discuss those.

iv. Status of Direct Bill Assessments

Mr. Greenstein: We just had one.

Mr. Flint: Yes. We also have some February payments coming up. The only November payment not made is Orlando/Reunion Development, which is actually Kingwood. I believe we already followed up with them on that, but we will make sure that we collect it. Its only \$4,000. Are there any questions on the financials or direct bills? Hearing none,

TWELFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisor's Request

Mr. Flint: Is there any other business that the Board would like to discuss that was not on the agenda? Hearing none,

FOURTHTEENTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint: The next meeting is the second Thursday in February at 1:00 p.m.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION IV

PROPOSAL 290289

REUNION



Submitted to

CONTACT

ALAN SHEERER

ADDRESS

1408 HAMLIN AVE. UNIT E

ST. CLOUD FL 34771

PHONE

FAX

EMAIL ascheerer@gmscfl.com ESTIMATE# 001-21-290289 DATE

1/20/2021

WRITTEN BY

DARREN UNER

REFERENCE

Project Detail - Page 1

LOCATION REUNION MASTER

DISTANCE 48 MILES

COORDINATES

PROJECT NAME ENTRY SIGN

Items

OTY

TOTAL

SIGN PACKAGES, CUSTOM EXTERIOR SIGN, NON-ILLUMINATED, CUSTOM / 96" X 72" (48 SQ. FT.) 8X6 BACK TO BACK SIGN WITH ALUMINUM POSTS AND FINIALS LABOR / INSTALLATION, INSTALL - ORLANDO, LOCAL 30-45 INSTALLATION

PRICE EACH \$2,625.95 \$325.00

\$2,625.95

\$325.00

PRE-TAX TOTAL \$2,950.95 **EST TAX (.075)** \$0.00

1

TOTAL \$2,950.95

Approval TERMS & CONDITIONS

- All work will be completed in a workmanlike manner according to standard practice. All agreements are contingent upon delays and material cost increases beyond our control.

- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter

- Depending upon the agreed credit terms, a deposit may be required before work is to commence.

- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project immediately upon completion.

Any labor and installation pricing is approximate and subject to change based upon actual time incurred.

- Deliveryfinstallation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Product will be warehoused until the client is ready for installation, at which time applicable installation labor will be invoiced upon completion.

- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.

- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.

- Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics.

- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs,

ONSIGHT INDUSTRIES, LLC.

SIGNATURE

DARREN UNER

2/2/2021

DATE

PROPOSAL ACCEPTANCE THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



SIGNATURE

NAME

DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634 P: 407.830.8861 • F: 407.830.5569





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BTB-ENTRY SIGN

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CVETUR POSTS

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Reuman Resort - Reuman West

878 S'v6' Entry Sign



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SECTION V

From: "Heredia, Katherine" <kheredia@reunionresort.com>

Subject: RE: SE Gym Door Lock

Date: January 29, 2021 at 5:51:05 PM EST

To: Alan Scheerer <ascheerer@gmscfl.com>, 'Tricia Adams'

<tadams@gmscfl.com>

Cc: "Pertell, Michael" <mpertell@reunionresort.com>

Good Afternoon Alan,

With parts and Installation the door lock will cost will be \$4,325.17

Please let me know if you would like us to proceed

Thank You in Advance,

From: Heredia, Katherine

Sent: Thursday, January 28, 2021 2:41 PM

To: Alan Scheerer; 'Tricia Adams'

Cc: Pertell, Michael

Subject: SE Gym Door Lock

Importance: High

Good Afternoon Alan,

I have been working with various vendors to find the correct lock for the gym area and have shopped around for pricing. As of now the lock that integrates with our rooms will be from Assa Abloy. Attached is a picture of the key lock that your team is looking for. The attached specs of the door lock is also attached, however the price does not include installing fee. Once, I have that information I will provide you with a final price.

Please let me know if you would like to proceed I this direction to proceed with further details.

Thank You in Advance,



ASSA ABLOY Global Solutions

Page 1 of 9

Quotation

Quote number...... SQ200181855-2

Quotation date 01/07/2021 Expiration date...... 04/07/2021 Payment terms...... 30 DAYS NET

Contact Customer phone 407-662-1000

Customer fax: 407-662-1111

Delivery mode GROUND Delivery terms

Requested ship date: 01/01/2021

Order date.....

Expiration date..... 04/07/2021

External document number

Salesperson.....Zakary Wells

Rtditional salesperson....:

Contact name Sarah Anderson Contact phone 407-662-1000

631 International Pkwy Ste 100 Richardson, TX 75081 6623 Phone: (972) 907-2273 Fax : (972) 907-2771

Sold to: 61754

Reunion Resort & Golf Club Kissimmee

7593 Gathering Dr Kissimmee, FL 34747 3162

Bill to: 76082 Kingwood Orlando Reunion Resort LLC 7593 Gathering Dr

Kissimmee, FL 34747 3162

Ship to:

Reunion Resort & Golf Club Kissimmee 7593 Gathering Dr Kissimmee, FL 34747 3162

>Travel time and travel expenses are estimated on this quote.

THIS IS THE MINIMUM CHARGE. Overages to this estimate will appear on the final invoice. See below for rates:

Travel time and travel delays will be billed at the rate of \$150.00 per hour

Travel expenses may include and are not limited to: airfare, lodging, charges

that are due to change of airfare, car rental, meals, toll pay, car rental, taxi...etc.

Travel time varies due to varying departure, destination & booking time

Travel time begins when the technician departs for the airport from previous

site, and ends when he departs after job completion.

>Any additional time over the estimated one day for upgrade and setup

will be billed at normal hourly rate of \$150.00 per hour. ____ Initial >The onsite visit will be scheduled based on first availability. Once we get the

signed quote our Field Service Coordinator will contact to confirm onsite visit date.

>It is highly recommended to have your hotel members that are responsible of lock

maintenance, VingCard Elsafe system maintenance, security department, Front desk

and IT staff available during the time of the upgrade. _____ Initial >Onsite technicians do not carry spare parts therefore it is highly recommended

to have 2% spare parts onsite before the time of the upgrade. _____ Initial

termnumber	Description	Unit	Quantity	Unit price	Discount	Total price
4826121	Remote Controller Visionline 4G RFID 6334 incl. GW & cable	PCS	1.00	1,275.64		1,275,64
801-6200-002	POWER SUPPLY, SECURITRON BPS-24-2,24VDC,2AMP	PCS	1.00	518.99		518.99
801-6200-005	BATTERY,POWER SUPPLY,BACKUP	PCS	1.00	157,77		157.77
	24V-4AH,SECURITRON, GEL CELL					
801-6200-003	BRACKET,UNIVERSAL HEADER CLEAR ALUM UHB-CL	PCS	1.00	57.84		57.84
801-6200-004	BRACKET,ALUM,SHIM,CLEAR ASB-32CL	PCS	1.00	50.09		50.09
801-6200-006	MOTION SENSOR, SECURITRON Exit Device	PCS	1.00	257.62		257.62
EEB2	Request to exit Button 2" Securitron Push Button	PCS	1.00	159.02		159.02
801-6200-001	MAGLOCK, 600 LBS M32-24 SECURITRON	PCS	1.00	303.59		303.59

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FREIGHT-OUT Freight Out

PCS

1.00 12.95 12.95

Total line discounts:

0.00

Total Base Price Discount Tax Balance Due Deposit Due Balance Less Dep. Currency 2,793.51 0.00 208.54 3,002.05 1,000.68 2,001.37 USD



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ACCEPTANCE OF QUOTE ABOVE:

1. Any Quote from AAGS that is not accepted in writing by Purchaser within ninety (90) days from the date of issue shall not longer be binding upon AAGS in any manner whatsoever.

2. This Quote may not represent the total costs for the purchaser of the Products and Services. Additional costs may be incurred, including but not limited to freight and shipping, storage, travel, lodging, meal per diems, training, installation, site preparation, maintenance, repairs, and licensing fees, and any other costs not included herein will be billed separately. Additional bills or invoices for these costs are not to be deemed a Change Order.

3. All Quotes are subject to the terms and conditions set forth in AAGS's General Terms and Conditions, applicable Addenda, Software License Agreement, and other policies and warranties that are in effect from time to time, which are incorporated herein by reference and available to you through your Customer Portal login or by requesting a copy from AAGS.

4. All accepted Quotes must be accompanied by a complete credit application and subject to credit approval determined AAGS's in sole discretion prior to AAGS's acceptance and shipment. Purchaser hereby authorizes AAGS to request credit reports on Purchaser. Purchaser understands that the credit reports may include information derived from any credit bureau and any other public records or other information bearing on Purchaser's credit standing, credit capacity, creditworthiness, general reputation, trustworthiness and/or business practices. Purchaser understands that in the event AAGS receives an unacceptable credit and/or background check, AAGS shall have the right to cancel any Orders or Quotes and discontinue sales on credit to Purchaser or modify existing credit terms.

5. A minimum payment of up to fifty percent (50%) of the total Quote price may be subject to increase based on Purchaser's credit history (which such determination will be made in AAGS's sole discretion).

6. Purchaser must notify AAGS at the time of placing an order if any Products are to be installed on the exterior of any buildings or if the Products will be placed in long-term storage. Additional costs may be incurred in the Products are to be installed on the exterior of a building. Some warranties may be void, if the Products will be installed on the exterior of the building.

7. AAGS has provided this Quote based on the information, plans, and specifications provided by Purchaser. Purchaser's failure to provide accurate information may result in in a change in the price stated in this Quote, and additional charges may apply.

8. Capitalized terms not defined in herein shall have the meanings set for in AAGS's General Terms and Conditions.

ASSA ABLOY GLOBAL SOLUTIONS General Terms and Conditions

These General Terms and Conditions ("Terms") are applicable to all Products, Services, Software, and Software Licenses purchased by Purchaser from ASSA ABLOY Global Solutions Inc. or any of their Affiliates.

- 1. Definitions. The following capitalized terms have the meanings provided herein when used in these Terms and any Addenda, Orders, Quotes, or any integrated schedules, or exhibits.
- a. "AAGS" means ASSA ABLOY Global Solutions Inc.
- b. "Addendum" means any addendum or other documentation provided by AAGS to Purchaser related to the Products, Services, Software and Software Licenses purchased by Purchaser from AAGS, and may include, without limitation, the Installation and Training Addendum, Self-Installation Addendum and Disclaimer, Phone Services Addendum, Mobile Access Systems Addendum, and Maintenance and Repair Addendum.
- c. "Affiliate" means, with respect to a party, any entity that controls, is controlled by, or is under common control with such party (where 'control' means ownership of more than 50% of the voting equity interests in such entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise).
- d. "Change Order" means a written request by Purchaser or AAGS that is accepted by Purchaser and AAGS in writing to revise or modify an Order for Products, Software, or Services.
- e. "Force Majeure Event" means war, fire, riot, strikes, explosions, insurrections, flood, or other labor or industrial disturbances, inevitable accidents, government, state, provincial, or local ordinances or regulations, acts of God, blockades, embargos, delays in obtained materials, legal restrictions, internet failures or disruptions, or any other cause or condition beyond the control of AAGS.
- f. "Installations Services" shall mean the services provided by AAGS (or its subcontractors) to Purchaser for the installation of the Products.
- g. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names; (iv) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.
- h. "License" means the license rights granted to Purchaser under a Software License Agreement.
- i. "Order" means a written request by Purchaser to place an order for Products, Software, or Services from AAGS that is accepted by AAGS in writing as described herein and may be in the form of an order form, a contract from Purchaser, an accepted Quote, or similar document.
- j. "Phone Services" shall mean those certain phone services to be provided by AAGS (or its subcontractors) to Purchaser mutually agreed to in



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writing by AAGS and Purchaser.

k. "Products" means the products AAGS manufacturers, sells, and delivers to Purchaser (including any partial shipment thereof). For further clarity, Products do not include products manufactured by third-parties, or consumable goods, such as, without limitation, keycards, fobs, batteries, and others of a similar nature.

- I. "Product Documentation" means any and all drawings, descriptions, technical documents, installation documents or other information relating to the Products or their manufacture, or any training materials provided by AAGS to Purchaser, and all updates or modifications thereto and derivative works thereof made from time to time.
- m. "Purchaser" means the entity or person(s) purchasing Products and/or Services from AAGS, and also includes Purchaser's Affiliates, subsidiaries, parents, successors and assigns, employees, contractors, representatives, and agents.
- n. "Quote" means a quote issued by AAGS to Purchaser. A Quote shall become an Order and binding upon written acceptance by AAGS.
- o. "Services" means all services provided by AAGS to Purchaser, including but not limited to Installation Services and Training Services, and Phone Services.
- p. "Site" shall mean the location designated by Purchaser where the Products will be installed, or training and/or Services will be provided by AAGS or its representatives.
- q. "Software" means the AAGS and third-party software programs (in object code form), firmware, microcode, and all other applications whether licensed separately or embedded in a Product and any modifications thereto or derivative works thereof delivered to Purchaser pursuant to these Terms or a Software License Agreement.
- r. "Software License" means the license rights granted herein for Purchaser's use of the Software and any other Software License Agreement entered by Purchaser and AAGS.
- s. "Software License Agreement" means an agreement entered into by and between AAGS and Purchaser for the license of any Software.
- t. "Terms" means these General Terms & Conditions.
- u. "Training Services" shall mean the training services provided hereunder to Purchaser related to the Products and/or Software.
- 2. Payment Terms. Purchaser may be required to pay up to fiffy percent (50%) deposit of the estimated total cost of an Order to AAGS upon submitting an Order or accepting a Quote from AAGS. Purchaser may have to pay an additional deposit in the event of a Change Order. Unless otherwise agreed to in writing by AAGS, all unpaid balances are due to AAGS net thirty (30) days from the date on an invoice. AAGS does NOT accept any "pay when paid" clauses or conditions, and payment is due to AAGS regardless of any receipt of monies from a third party. AAGS reserves the right to charge interest at a rate of 1.8% per month or the maximum legal rate, whichever is less, and a late fee in the amount of ten percent (10%) of the total price set forth in the applicable Order or Change Order on any overdue accounts or balances. AAGS also reserves the right to modify its payment terms in its sole discretion at any time. If AAGS determines (in its sole discretion) that Purchaser's financial conditions do not permit its standard payment terms, AAGS may either (a) demand that Purchaser pay a higher amount in advance, or (b) refuse Purchaser's Order and/or Quote. Purchaser shall be responsible for all costs and expenses (including attorney fees and court costs) incurred by AAGS in connection with any overdue balance. Purchaser shall not withhold any amounts due to AAGS for retention, set-offs, or back charges.
- 3. Prices and Taxes. Prices for all Products and Services provided by AAGS are according to AAGS's price list in effect at the time of acceptance of any Quote from AAGS. Prices for Products and/or Services purchased under a Quote or Order are set forth in the applicable Quote or Order. If not otherwise stated on the Quote, Quotes automatically expire and become null and void ninety (90) days after the date of such Quote Purchaser shall be charged additional fees for any expedited Services. Prices do NOT include any amounts for duties and taxes, including but not limited to U.S. and international custom duties, and U.S. taxes, Canadian taxes, international taxes, provincial taxes, state taxes, local/municipal taxes, excise taxes, goods and services taxes, sales or use taxes, Value Added Taxes (VAT), or any other similar taxes (collectively "Taxes"). Purchaser is solely responsible for paying all Taxes in effect at the time of import. If the Purchaser is exempt from any Taxes, it is the responsibility of Purchaser to notify AAGS and provide documentation evidencing such exemption. Purchaser shall be responsible for reimbursing AAGS for any and all Taxes paid by AAGS on behalf of Purchaser within seven (7) days of AAGS's demand to be reimbursed.
- 4. Change Orders. Either party may request a Change Order, but such Change Order is not deemed binding unless accepted in writing by both AAGS and Purchaser.
- 5. Training. If applicable, additional terms and conditions related to training services provided by AAGS (or its subcontractors) is contained in its Installation and Training Addendum and is incorporated herein by reference. All AAGS Products and Software require training. On-site training for the Products and Software must be completed by a AAGS technician/trainer. All warranties provided herein are null and void if Purchaser (and Purchaser's employees and contractors) does not complete training for the Products and Software purchased.
- 6. Installation. All AAGS Products must be installed by persons with current AAGS installation certification for the type of Products being installed or all warranties provided by AAGS are null and void. Prior to any installation services performed by AAGS or its contractors, Purchaser shall make sure that all doors and frames receiving AAGS Products are in compliance with all applicable laws, regulations, and ordinances.
- 7. Product Specifications. AAGS reserves the right at any time to amend and modify any and all Product Documentation, brochures, manuals, pamphlets, circulars, specifications, and instructions (collectively "Information") regarding its Products, Software, and/or Services. Any Information provided by AAGS is for reference purposes only and based on information that AAGS is aware of at the time of such Information is published. AAGS reserves the right to make any changes to the design and or specifications of its Products or Software without prior notice and without



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incurring any liability to incorporate said changes into any previously ordered, delivered or installed Products or Software.

- 8. Discontinued Products. AAGS cannot guarantee that discontinued Products, components, or parts will be available or in stock. Purchaser agrees that AAGS shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Products. In the event that a Product purchased by Purchaser is discontinued, Purchaser shall have the option to purchase a comparable type of Product, but increased difference in the cost of the comparable Product shall be Purchaser's responsibility.
- 9. Cancellations. Any request to cancel a Quote must be received no later than thirty (30) days prior to the initial scheduled Product ship date. All cancellations of Products are subject to a restocking charge equal to thirty percent (30%) of the invoiced price of the Products canceled. In the event that Purchaser has ordered Training Services or Installation Services for the Products and/or Software and the Purchaser has canceled such services on short notice (within ten (10) business days before the scheduled performance of services), Purchaser shall reimburse the AAGS for any costs related to the cancellation including but not limited to travel, lodging, meals, and ten percent (10%) of the labor costs set forth in an Order. Any custom, special Orders, or non-stock Products cannot be returned for any reason other than Product malfunction if under a valid warranty. No credits or refunds will be given for Products that are returned incomplete or damaged. Purchaser shall bear all risk of loss during the shipment of items and Products returned to AAGS. Purchaser shall be solely responsible for obtaining insurance on any and all items and Products that are returned to AAGS.
- 10. Shipping and Delivery. All shipments are F.O.B. at Shipping Point. AAGS reserves the right to make, and Purchaser agrees to accept, multiple shipments to fulfill an Order. AAGS shall choose shipping method unless otherwise agreed by AAGS in writing. Purchaser is solely responsible for all freight, handling, and shipping costs. All freight, handling, and shipping costs provided by AAGS are estimates only and subject to change. Purchaser shall be fully responsible for all costs in the event it requests a certain shipping method that is not AAGS's standard method. Lead times for shipping will be provided by written request at time of Order. Notwithstanding the foregoing, AAGS is not responsible for delays in shipping not within AAGS's direct control. Purchaser is responsible for accepting and offloading products at delivery and providing for storage as detailed in 12. Storage.
- 11. Failure to Accept Delivery. If Purchaser fails to cancel a Quote as provided in Section 9. Cancellations, and does not accept delivery from AAGS at the scheduled time, the remaining purchase price owed by Purchaser shall still be due and payable in accordance to the original payment schedule, and any and all risks associated with the Products (or components thereof) to be delivered, shall be solely borne by Purchaser. All shipping and storage costs incurred by AAGS due to Purchaser's delays or failures to accept delivery shall be fully reimbursed by Purchaser.
- 12. Storage. Purchaser is solely responsible for providing a safe, climate-controlled, sheltered, and secure storage location for the Products at all times. All risk of loss during the storage of the Products (including but not limited to theft, loss, and damage) is the sole responsibility of Purchaser. Products should be stored in a secure area near an elevator to assist with installation, if possible.
- 13. Software License. Purchaser shall be required to purchase and maintain a license for all Software purchased from AAGS and/or integrated into AAGS's products. The Software may only be used and accessed at the property that it was originally purchased for. Purchaser and AAGS shall enter into a separate license agreement(s) based on the Software products that Purchaser is purchasing and using. AAGS shall retain all title, right, and interest, including all Intellectual Property Rights, in and to all of its Software and Product Documentation except for the express license rights granted to Purchaser herein. In no event may the Purchaser use the Software to establish a duplicate system at any other location. Any update, upgrade, or another release of the Software not included at the time of shipping of a Product may be subject to additional charges. Purchaser is required to promptly download, update, and upgrade all Software at its sole cost. Purchaser may be notified of Software upgrades via AAGS's Client Portal, and it is Purchaser's responsibility to continuously monitor their Client Portal Account for such upgrades. AAGS shall have no liability whatsoever to Purchaser for any damages of any kind related to updates and upgrades to Software that were not installed by Purchaser.
- 14. Restrictions. Purchaser shall not and shall not permit any third party to (a) copy, modify, or create derivative works or improvements of the Software or Product Documentation, except that Purchaser may make a reasonable number of copies of or modify the Product Documentation for its internal use at the Property authorized by AAGS; (b) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Software; (c) remove, delete or alter any trademarks, copyright notices, or other Intellectual Property Rights notices of AAGS or its licensors, if any, from the Software or Product Documentation; (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software or Product Documentation available to any person or entity; or (e) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part.
- 15. Termination of License. AAGS has the right to terminate the License upon notice to Purchaser in the event that Purchaser breaches any terms or its obligations under any agreements with AAGS, including but not limited to any Addendum.
- 16. Mitigation. If AAGS believes or it is determined that any of the Software provided to Purchaser or Purchaser's use of the Software may have violated the intellectual property rights of a third-party, AAGS may choose to either (and such choice is in AAGS's sole discretion): (a) modify the Software to be non-infringing, or (b) obtain a license to allow for Purchaser's use of the Software. If these remedies are not commercially



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reasonable, AAGS may end the license for the Software and require the return of such Software or the Product containing such Software and refund a pro-rated amount of license fees paid or the Product purchase price. The remedies provided in this Section shall be the sole and exclusive remedies and the entire liability of AAGS for any actual, threatened, or alleged infringement of any rights of a third party related to the Software. AAGS shall not be responsible for any damages whatsoever to Purchaser related to the Software if (i) Purchaser alters the Software or uses it outside the approved scope as provided herein, (ii) uses a version of the Software which is outdated, and the infringement claims could have been avoided if Purchaser used the updated Software made available to Purchaser, or (iii) Purchaser continues to use the Software after the license for such expires or is terminated. AAGS shall also not be responsible for any damages whatsoever for any portion of an infringement claim related to the Software that is based on the inclusion of any products or services not provided by AAGS.

- 17. Delays and Force Majeure. AAGS shall notify Purchaser as soon as reasonably possible of any delays in the scheduled delivery, and Purchaser agrees that AAGS cannot be held liable in any manner whatsoever for such delays. If a delay in delivery is caused by a Force Majeure Event, the scheduled delivery date shall be extended to a reasonable date in the future agreed upon by AAGS and Purchaser based on the particular circumstances of the Force Majeure Event. Except for any payments due to AAGS, AAGS and Purchaser shall not be liable to one another for failure to perform during the duration of the Force Majeure Event. If the Force Majeure Event continues for more than 6 months from the initial scheduled shipment date, either party may cancel the Order.
- 18. Title. Ownership of the Products will remain with AAGS until the Products are shipped, and upon shipping, title will pass to Purchaser. Purchaser represents and warrants that it will ensure that the Products will be stored in a safe and secure place, and free and clear of all liens and other encumbrances until Purchaser pays for the full cost of all the Products provided by AAGS (including all applicable Taxes and shipping costs). Purchaser grants to AAGS a security interest and right to place a lien under the Uniform Commercial Code in the Products until full payment of the purchase price has been received by AAGS. Purchaser agrees to execute any documents that AAGS requests in order to perfect AAGS's security interest in the Products.
- 19. Limited Warranty for Products. Any and all warranties set forth herein or in any Addenda are null and void and of no effect whatsoever if Purchaser has failed to pay the entire purchase price for any Products or Services provided by AAGS to Purchaser. Subject to all the limitations contained in these General Terms and Conditions and any Addendum, Order, or other agreement by and between Purchaser and AAGS, AAGS warrants from the date of shipment of new Product to Purchaser for a period of one (1) year (the "Warranty Period") that new Products will materially conform to the specifications set forth in AAGS's published specifications in effect as of the date of such shipment and be free from materials defects or workmanship flaws. AAGS warrants from the date of shipment of refurbished or retrofitted Products to Purchaser for a period of ninety (90) days that refurbished or retrofitted Products will materially conform to the specifications set forth in AAGS's published specifications in effect as of the date of such shipment and be free from materials defects or workmanship flaws. Use of keycards or any components that do not conform to AAGS's specifications shall void the warranty for all Products. Third-party products sold or licensed by AAGS are only warranted to the extent provided by the original manufacturer's warranty. It is Purchaser's sole responsibility to make all warranty claims with third parties. All warranty claims related to AAGS's Products and Services will be reviewed and determined in AAGS's sole discretion. Purchaser's failure to notify AAGS in writing of a defect within the Warranty Period shall be a waiver of Purchaser's right to have the malfunction or damage remedied. If a warranty claim is made within the Warranty Period by Purchaser and AAGS determines in this sole and absolute discretion that such claims are valid, AAGS will (in its sole and absolute discretion) either repair, exchange or replace the defective Products if the defective Products are returned completely to AAGS during the Warranty Period. This warranty is conditioned upon (a) the products being repaired or altered only by AAGS authorized personnel, (b) no unauthorized components having been incorporated into any Product, (c) no Force Majeure Event having occurred causing, in whole or in part, a failure of the Product (d) the Products being operated and maintained properly by Purchaser, (e) the Products having been originally installed only by AAGS authorized personnel and (f) all updates and upgrades communicated as being available from AAGS (i) have been incorporated into the Products and (ii) all charges, if any, for such updates or upgrades have been paid. To the extent and any warranties cannot be disclaimed, the implied warranties are limited to the Warranty Period. Incidental, consequential, and punitive damages are excluded from our warranty. EXCEPT FOR THE WARRANTY SET FORTH IN THESE TERMS, AAGS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY, (2) WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, Also specifically excluded from AAGS's warranty is negligence, normal wear and tear from use, damage due to heat if the locks are installed on the exterior of the building, misuse, use of parts or components not approved by AAGS (including but not limited to keys and keycards), Force Majeure Events, repairs or alternations carried out by anyone other than AAGS, improper installation, operation and maintenance, vandalism or physical abuse, improper shipment of the Product, training services provided by AAGS, parts or components provided by Purchaser, faulty or defective Product operation caused by unforeseeable or unusual use or condition, and fire or fire-fighting appliances and any other causes other than normal use. This limited warranty extends only to the original Purchaser of the Products.
- 20. Limited Warranty for Software. UNLESS SPECIFICALLY AGREED TO IN WRITING BY AAGS, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING PURCHASER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY AAGS, SATISFACTORY QUALITY, OR FREEDOM FROM INTERRUPTION OR ERROR, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AAGS DISCLAIMS ANY WARRANTY, REPRESENTATION, OR



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ASSURANCE THAT THE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. ANY SOFTWARE LICENSED OR PROVIDED ARE FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

- 21. Limited Warranty for Services. Subject to the limitations herein, AAGS warrants that any Services provided hereunder shall be performed in a professional and workmanlike manner in accordance with generally accepted industry practices. This warranty is valid for a period of thirty (30) days from performance. This limited warranty extends only to the original Purchaser of the Services.
- 22. Warranty Repairs. AAGS shall not be required to perform any warranty repairs of the Products at a specific Site. Purchaser shall be responsible for removing and reinstalling all the parts or components of the Products returned to AAGS for repair under the applicable warranty.
- 23. Limitation of Liability. Subject to the liability limitations in Section 16 Mitigation, the total liability for AAGS for any and all claims or damages of any kind, whether in contract, liability or otherwise, arising out of, related, connected with, or resulting from the Products, Services, Software, or AAGS's performance or breach of these Terms or Services shall not exceed more than ten percent (10%) of the total purchase price paid by Purchaser to AAGS for Products or Services. AAGS SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY LOSS PROFITS OR REVENUES, COSTS OF DELAY, COSTS OF DELAYS IN SHIPPING, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, COSTS OF SUBSTITUTE SYSTEMS, DOWNTIME COSTS,INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF AAGS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. 24. Variance. Any claims that the quantity or description of Products delivered do not conform with an Order are waived unless the Purchaser notifies AAGS in writing within two (2) days of Purchaser's (or Purchaser's affiliates or contractors) receipt of the Products.
- 25. Confidentiality. Purchaser shall not disclose any Confidential Information (defined below) to any third party unless agreed to in writing by AAGS prior to such disclosure. As used herein "Confidential Information" shall mean all terms contained herein and in a Quote or Order, pricing information, the Software, Services, Software License, all Intellectual Property (including but not limited to all copyrights, trademarks, service marks, and patents) owned or licensed by AAGS, Product Documentation, Information, trade secrets, technical and design information, specifications, source and object code, computer programs, firmware, algorithms, command codes, protocols, encryption information, data format information, security models, hardware and components, inventions, manner of installation, operation and documentation, know-how, business operations, plans, strategies, customer lists, and other non-public information disclosed to Purchaser by AAGS. Purchaser agrees shall not use the Confidential Information for any purpose other than the purposes pursuant to the terms set forth herein. Access to such Confidential Information shall be limited solely to employees, agents or representatives who have a strict need to know such Confidential Information, and who are subject to confidentiality agreements with the Purchaser. The Purchaser is responsible for its officers, agents, employees, representatives, contractors, and any other individuals with whom it has shared the Confidential Information. Purchaser shall promptly report to AAGS in writing any actual or suspected violation of the terms of this Section and shall take all reasonable steps to prevent, control, or remedy such violation. If Purchaser is required by law to disclose any Confidential Information, Purchaser shall promptly and prior to such disclosure, notify AAGS in writing of such requirement to enable AAGS to seek a protective order or another remedy, and assist AAGS with opposing such disclosure or seeking a protective order on the disclosure. If an a
- 26. Injunctive Relief. Upon a breach or threatened breach of the prohibitions upon disclosure contained in Section 25, the parties agree that there is no adequate remedy at law for such breach, and AAGS shall be entitled to seek injunctive relief restraining Purchaser from such breach or threatened breach, but such relief shall not be the exclusive remedy for a breach of these Terms. The parties further agree that AAGS, without limitation, may seek injunctive relief to enforce the obligations of the Purchaser under these Terms.
- 27. Indemnification. Purchaser shall indemnify, defend, and hold harmless AAGS, its Affiliates, subsidiaries, parents, officers, owners, shareholders, directors, agents, representatives, employees, contractors, and any claiming by or through them, from any and all claims, losses, demands, damages, lawsuits, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising from, relating to (a) a breach of any obligations under this these Terms; (b) beach of its confidentiality obligations; (b) any negligent, gross negligence, or willful misconduct of Purchaser (including Purchaser's Affiliates, subsidiaries, employees, and contractors); or (c) infringement of any third party's intellectual property rights.
- 28. Effective Date and Term. These Terms are effective as of the date below (the "Effective Date") and remain in effect unless terminated as provided herein.
- 29. Termination. Either party may terminate these Terms and any Addendum, effective immediately upon written notice to the other party, if: a. The other party provides sixty (60) days written notification of its desire to terminate these Terms; b. the other party materially breaches these Terms and such breach (i) is incapable of cure, or (ii) being capable of cure, and remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or c. the other party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iii) makes or seeks to make a general



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assignment for the benefit of its creditors, or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 30. Termination of Addenda. Each party may terminate any particular Addendum according to the termination clause therein permitting such termination, provided that the remainder of the Terms (including any other Addenda) shall remain in full force and effect in accordance with their terms.
- 31. Effect of Termination. Upon termination of these Terms, all Confidential Information and any copies of Confidential Information shall be immediately returned to AAGS, or if AAGS requests instead, destroyed and certified by Purchaser that it has been destroyed. Any unpaid amounts due to AAGS shall become immediately due and payable. The termination of these Terms will not prejudice or terminate any other right or remedy that accrued prior to the date of the termination or relieve Purchaser's obligation to pay AAGS any unpaid amounts due to AAGS.
- 32. Marketing. Neither party will issue any publicity releases or make public statements (whether in the form of an interview, article, publication, new release, advertising or solicitation materials, social media or blog posting) related to these Terms or any Quotes, Orders, Addenda, Products, Software, and/or Services without the prior written approval (which such approval will not be unreasonably withheld) of both parties in each instance. Unless agreed to otherwise in writing by AAGS and Purchaser, notwithstanding the foregoing, AAGS may publish a list of customers on its website, permission for which is granted as of the Effective Date of this Agreement.
- 33. Waiver of Jury Trial. EACH OF THE AAGS AND PURCHASER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, PRODUCTS, SERVICES, AND/OR SOFTWARE.
- 34. Non-disparagement Clause. Purchaser acknowledges and agrees that the Purchaser (and its officers, directors, affiliates, subsidiaries, employees, and contractors) will not defame or criticize the services, business, integrity, veracity, or personal or professional reputation of AAGS or any of its directors, officers, employees, affiliates, or agents of any of the foregoing in either a professional or personal manner.
- 35. Assignment. AAGS may assign these Terms in whole or in part to any parent, subsidiary, or Affiliate. Purchaser may assign these Terms and its obligations under these Terms only with the prior written approval of AAGS.
- 36. Applicable Law. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws rules. The venue for any dispute between Purchaser and AAGS shall be Dallas County, Texas.
- 37. Modifications. These Terms cannot be modified, amended, or supplemented without the written approval of both Purchaser and AAGS.
- 38. No Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 39. Entire Agreement. These Terms, together any other documents incorporated herein by reference and all related Orders, Quotes, Addenda, exhibits, and schedules, constitutes the sole and entire agreement of the parties to these Terms with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 40. Conflicts. In the event there is a conflict between these Terms and any Addendum, the terms of such Addendum shall govern with respect to the subject matter of the Addendum only. In the event there is a conflict between these Terms and any Quote or Order, these Terms shall govern. In the event there is a conflict between these Terms and a Software License Agreement, the terms of the Software License Agreement shall govern.
- 41. No Third-Party Beneficiaries. Nothing in these Terms, expressed or implied, is intended or shall be construed to confer upon any entity or person, other than AAGS and Purchaser (and their successors and assigns), any right, remedy, or claim by reason of these Terms. All right, remedies and claims herein are exclusive to AAGS and Purchaser.
- 42. Severability. In the event any one or more of the provision of this General Terms and Conditions is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions will be unimpaired and enforced to the full extent.
- 43. Independent Contractor. The relationship between the AAGS and Purchaser is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or another form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any



ASSA ABLOY Global Solutions Page9

manner whatsoever.

- 44. Subcontractors. AAGS may carry out its obligations under these Terms through any agents or subcontractors appointed by it in its absolute discretion for that purpose.
- 45. Notice. Any notice, request, demand or other communication required or permitted hereunder shall be sufficiently given only if in writing and only if delivered by hand or sent by registered mail (or its equivalent), courier, email or facsimile addressed to the other party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be deemed delivered and effective: (i) upon the date of receipt if delivered by hand, registered mail (or its equivalent) or courier; or (ii) on the date of confirmation of receipt by answer-back from the Party to whom the notice, request, demand or other communication was given, in the case of email or facsimile:

If to AAGS: If to Purchaser: the address provided in the Order, Quote, or Change Order

ASSA ABLOY Global Solutions, Inc. ATTN: Legal 631 International Parkway Suite 100 Richardson, TX 75081

Email: hospitality.legal@assaabloy.com

Purchaser Signature

- 46. Execution. Each party may execute these Terms electronically and in multiple counterparts, each of which will be an original, but together shall constitute one agreement. The parties agree that a facsimile or digital (scanned) copy of these Terms will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of these Terms to bind the other.
- 47. Survival. The provisions of Sections 13, 14, 16, 19, 20, 21, 22, 23, 25, 26, 27, 32, 33, and 34 shall service the termination of these Terms and/or any Addendum.

By executing below, Purchaser and AAGS agree to all of the terms and conditions set forth in these Terms.

i di di laso	i Oignataro.		
Title			
Date:			



SECTION VI

SECTION A

LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
MICHAEL G. CANDIOTTI
JAN ALBANISE CARPENTER
DANIEL H. COULTOFF
JENNIFER S. EDEN
DOROTHY F. GREEN
JOSHUA D. GROSSHANS
JOSHUA L. HAWES
BRUCE D. KNAPP
PETER G. LATBAM

111 NORTH MAGNOLIA AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

January 25, 2021

MARC L. LEVINE
JUSTIM M. LUNA
MOLLY A. MAGGIANO
PATRICIA R. MCCONNELL
LORI T. MILVAIN
BENJAMIN TAYLOR
CHRISTIMA Y. TAYLOR
KRISTEN B. TRUCCO
DANIEL A. VELASQUEZ
FRANK M. WOLFF

DIRECT DIAL: (407) 481-5872 ICARPENTER@LATHAMLUNA.COM

Via Email

Reunion Resort & Club of Orlando Master Association, Inc. Artemis Lifestyle Services, Inc. 1631 E Vine St., Suite 300 Kissimmee, Florida 34744 Attention: Mr. David Burman

Re: Reunion East and West Community Development Districts

Possible Conveyance of CDD Roads

Dear Mr. Burman:

This letter is written to follow up after the meetings last week of the Reunion East Community Development District and Reunion West Community Development District (the "Districts"). As you know, the boards discussed the possibility of a conversion of the ownership of the roads that are currently owned and operated by the Districts as public roads, to a private property owners' association, such as the Reunion Resort & Club of Orlando Master Association, Inc. (the "Association").

The Districts' roads were constructed with tax exempt bond funds from several bond issues of the Districts. This poses a number of significant challenges to a transfer of the roads The Districts had their staff perform an analysis of the ability for the tax-exempt bonds to be paid off in part, to allow for the conveyance of the roads to a private entity. Bond counsel for the Districts prepared a short memorandum discussing the process, a copy of which is attached. As discussed in the last meeting, the payoff of a certain amount of the tax-exempt bonds (which is done through a pre-payment of assessments and redemption of bonds), is possible. After the bonds are pre-paid, a conveyance of the roads could be made to the Association.

However, there are several legal and practical constraints related to such a prepayment scenario. For example, first, the actual amount of bond proceeds spent to construct the roads would have to be calculated through a detailed review of all requisitions of bond funds for both Districts, and for all the various bond issues dating back to 2005. Following that, a calculation of the ratio of bond debt that remains outstanding, to the total cost of the roads would have to be calculated. That would provide the amount of tax-exempt bonds that would have to be redeemed for the

Districts to be able to convey the roads. The next and more difficult calculation is that residents' assessments would have to be pre-paid in amounts sufficient to pay off the bonds. Since assessments have been levied on properties both in Reunion East and Reunion West at different times depending on the dates of the bond issue, calculating the prepayment for each landowner, and adjusting the prepayment to match the amounts needed to be prepaid ill be a difficult task.

The Districts wanted to provide you with this information to advise you that the roads could be conveyed to the property owners' association, if the various legal, tax and accounting steps can be satisfactorily undertaken. The Districts would now like to know if the Association is interested in pursuing this further. If so, then the Districts believe a joint analysis (among the Districts and the Association) of the "pros and cons" of such a transfer, and a detailed conversation of the necessary steps and costs, should be planned.

If you have any questions, please feel free to reach out to the Districts' manager or the chair of either District.

Best regards,

lal Jan A. Carpenter

Jan A. Carpenter Counsel for the Districts

Enclosure

cc: George Flint/Tricia Adams - GMS

Memorandum

TO: Jan Carpenter, Esquire

Mr. George Flint

FROM: Vanessa Albert

DATE: December 10, 2020

RE: Remedial Action Process for Taking Internal Roads Private

Request:

You have asked us to address what the Reunion East Community Development District

("Reunion East") and Reunion West Community Development District ("Reunion West," and,

with Reunion East, the "Districts") would need to do to assure their outstanding debt remains tax-

exempt if all of their internal roads were to be made private.

Facts:

The internal roads in the Districts were largely or wholly paid for with proceeds of tax-

exempt bonds (of a number of different bond issues many of which have subsequently been

partially or wholly refunded). The roads are all currently public roads. Public roads may be

financed on a tax-exempt basis, but private roads may not be financed on a tax-exempt basis

(except from the 5% deminimis portion that may be used for nonqualified costs).

Result:

If roads go from public to private, the related costs become nonqualified and if this causes

more than 5% of an issue of a particular issue to be allocated to nonqualified costs, the portion of

that outstanding bond issue that relates to the excess over 5% must be redeemed or defeased within

90 days of the action that made the roads private.

To: John Carpenter, Esquire and Mr. George Flint

From: Vanessa Albert Lowry Date: December 10, 2020

Re: Remedial Action Process for Taking Internal Roads Private

Discussion:

As shown in the attached spreadsheet, it is likely, given the information made available to us, a substantial portion of each outstanding issue of bonds affected will need to be redeemed.

As indicated in the notes on the attached spreadsheet, how much of each issue would need to be redeemed depends on what portion of each originally financed the roads (or is allocable to refunding of such portion), and how much of each outstanding issue is proportionately allocable to their original expenditures.

As an example, say 2004 Bonds were issued in the amount of \$100,000,000 and \$50,000,000 was spent on roads (or common costs such as costs of issuance allocable to the road costs) and the rest were spent on qualified costs, then, if all \$100,000,000 remains outstanding, when the roads become private, the \$50,000,000 spent on roads becomes a nonqualified cost. Only \$5,000,000 of the \$100,000,000 may be spent on nonqualified costs, so \$45,000,000 is in excess of that amount. To bring the issue back in balance slightly less than \$50,000,000 would need to be redeemed so that 95% of the amount remaining would be allocable to qualified costs.

Between the two Districts, roughly \$47,000,000 was spent on internal roads, representing a substantial portion of the total bonds issued. Say that it represents one half of the bonds issued then, because each dollar of a bond is allocated proportionately to each cost financed, one half of the remaining bonds would be allocable to the internal roads. While only half may be an overstatement, it may not be that far off.

Next Steps:

Page 2

To: John Carpenter, Esquire and Mr. George Flint

From: Vanessa Albert Lowry Date: December 10, 2020

Re: Remedial Action Process for Taking Internal Roads Private

Page 3

- The next step is really to figure out how much of each original issue was actually spent
 on roads. So far, we have only the original estimates. These estimates may include
 costs that are not purely road costs or may be otherwise inaccurate.
- 2) Once we have this step done, we will calculate how much of each outstanding issue will need to be redeemed.
- 3) Finally, there are rules to make sure that the remedial action does not take out only the bonds with the earliest maturities. We will need to determine which bonds of each issue should be redeemed.
- 4) We would need to figure out how to pay for the required redemptions.

Conclusion:

It is possible to take the internal roads private but it will involve some preparation and the redemption of a considerable portion of the outstanding bonds of the Districts.

SUMMMARY OF REUNION EAST CDD AND REUNION WEST CDD FUNDS DIRECTED TO ROAD COI BASED ON ENGINEER'S COST REPORTS PREPARED BY STEVE BOYD, OCT. 7, 2020

REUNION EAST CDD	ROAD COSTS	NOTES:
2002A, 2002B and 2005	\$16,303,838	Based on Cost To C
2003	\$2,049,371	Based on Cost To Co
Deduct Estimated Value of CR 532 Widening (County Road)	(\$6,000,000))
Total CDD Roads (Nonqualified)	\$12,353,209	

REUNION WEST CDD	ROAD COSTS	NOTES:
2004 Bond	\$17,722,742	Feb 28, 2009 Updat
K-Hills (Reunion West)	\$3,690,000	Jan 21, 2016 Repor
Reunion West P{hase 1	\$2,862,751	Jan 21, 2016 Repor
Reunion West Phase 3	\$1,829,221	Jan 21, 2016 Repor
Phase 2 Parcel 12	\$1,336,615	Jan 21, 2016 Repor
Reunon West Phase 1 East	\$765,634	Jan 21, 2016 Repor
Reunion West Phase 2 East	\$570,981	Jan 21, 2016 Repor
Bears Den	\$865,648	June 8, 2017 Repor
17th and 18th Fairways Phase 2	\$153,023	January 10,02019 R
17th and 18th Fairways Phase 3	\$595,950	January 10,02019 R
Reunion West Phase 4 - Khills Expansion Area	\$989,039	January 10,02019 R
Total CDD Roads (Nonqualified)	\$31,381,604	

SHARED COSTS	RECDD	RWCDD
Shared Cost - I-4 Overpass (CDD Road)(Nonqualified)	\$2,056,682	\$2,100,000
Sinclair Rd and SR 429 Overpass (County Road)	\$6,854,640	\$4,180,684
Total CDD Roads Shared Costs	\$8,911,322	\$6,280,684

Vanessa Albert Lowry Additional Notes:

- 1. All of the privatization of CDD roads will result in nonqualified bonds that will need to be rec
- 2. How many bonds of each outstanding issue will be determined by looking into which issue fi
- 3. Then a prorata reduction of the nonqualfied amounts can be applied based on prior redemp
- 4. Then bonds of each issue must be redeemed/defeased selecting bonds either prorata by ma-

NSTRUCTION

omplete Report Jan 31, 2010 omplete Report Jan 31, 2010	VAL Notes: 1. We will need to make specific: 2. Blending of 2002,2005 Bonds a 3. Out of \$8,638,293.96 Privatization of Reunion East Roa
	4. 2002 and 2005 Bonds have add 5. And the I-4 overpass costs mus 6. The nonqualified bond amount
:e to Table III.2	2015 Bonds and 2004-1 Bonds aff
t	
t	
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t	
t	
t	
leport	
leport	
leport	
	Per 2004-1 Tax Certificate:
TOTAL	_
\$4,156,682	_
\$11,035,324	_
\$15,192,006	

deemed or defeased.

inanced which costs.

tions.

turity or so that moreof the longer bonds of each issue are rede

allocations--are there draw records?

and the various reissued and refunded issues that resulted makes determining nonqualified bond a

deposited to acquisition and Cap I for 2003 of which 5% is:

\$431,914.70

ds generates original nonqualified bonds for 2003 issue of:

\$1,617,456.30 (assuming no Col

litional nonqualified costs

it be added to nonqualified costs/allocated

ts will be reduced prorata to the extent bonds have been redeemed/matured to date

ected prorata

1. Net spendable Proceeds of 2004 Bonds were:

\$55,665,424.88 (of which 5% is \$2,

- 2. There have been at least \$284,483.80 of other nonqualified costs
- 3. Privatization of Reunion West Roads generates nonqualified brof:

\$28,598,332.75

4. Original total nonqualified Bonds are at least:

5. If the \$2,100,000 for I-4 overpass added:

################

6. If half the Bonds have been redeemed/matured then the nonqualified bonds outstanding will b

emed

amounts by difficullt to calculate absent more information. anty road costs allocated to 2003) .783,271.25). \$ e half as much.

SECTION B

LICENSE AGREEMENT

Reunion East CDD

Mail Kiosks - Seven Eagles Condominium Association

THIS LICENSE AGREEMENT is made on this ____ day of ____ 2020, by and between the REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (herein referred to as "District"), and SEVEN EAGLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (herein referred to as "Licensee").

RECITALS

- A. WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and
- B. WHEREAS, District is the owner of a parcel of real property and improvements located thereon known as the Seven Eagles Amenity Center (the "Property"), within its boundaries, and Licensee and its agents are responsible for the operation and maintenance of certain Mail Kiosks (the "Mail Kiosks") within the Property; and
- C. WHEREAS, the Licensee is a condominium association operating within the boundaries of the Reunion East Community Development District; and
- D. WHEREAS, the Licensee, desires to continue to operate and maintain the Mail Kiosks, which location is described in **Exhibit "A"** and shall be referred to herein as the "License Area".
- E. WHEREAS, it is in the best interest of the District to permit such continued operation and maintenance by Licensee.
- NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:
- 1. District, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a nonexclusive license to utilize the License Area for the purpose of operating and maintaining the Mail Kiosks.

- 2. The license granted herein shall be for a term commencing on December 10, 2020 and ending December 9, 2021 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive one (1) year terms unless terminated as provided for in this Agreement.
- 3. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the operation, maintenance, height, size, location, use, operation, and removal of the Mail Kiosks and shall fully indemnify District against any loss, cost, or expense which may be sustained or incurred by District as a result of the installation, maintenance, operation, or removal of the Mail Kiosks unless such lost is due to the negligence of District, its employees, agents, or invitees. District makes no representation that applicable laws, ordinances, or regulations permit the installation or operation of the Mail Kiosks on the subject real property.
- 4. District grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Area for the sole purpose of repairing, installing, maintaining, operating, removing and/or gaining access to Licensee's Mail Kiosks and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.
- 5. Licensee shall promptly reimburse District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused by Licensee's Mail Kiosks or the installation, operation, use, maintenance, repair or removal of the Mail Kiosks or other installations related thereto of the Licensee.
- 6. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Mail Kiosks in a safe, structurally sound, clean, attractive and sightly condition and shall indemnify and save harmless District from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the repair and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Mail Kiosks, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Mail Kiosks.
- 7. Licensee agrees to defend, indemnify, and save harmless District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from Licensee's Mail Kiosks, Licensee's installation, repair or use of the License Area or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

- 8. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Area, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by District, its officers, directors, agents, employees, contractors and servants.
- 9. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude District from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licensees. Licensee shall not change or materially alter the Mail Kiosks without the prior written consent of District.
- 10. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to District: Reunion East Community Development District

c/o Governmental Management Services –

Central Florida, LLC 219 East Livingston Street

Orlando, FL 32801 Attn.: District Manager Phone: (407) 241-841-5524

With a copy to: Latham, Luna, Eden & Beaudine, LLP

111 N. Magnolia Avenue, Suite 1400

Orlando, FL 32801

Attn: Jan Albanese Carpenter, Esq. – District Counsel

Phone: (407) 481-5800

If to Licensee: Seven Eagles Condominium Association, Inc.

c/o Sutherland Management, Inc.

107 North Line Drive Apopka, Florida 32703 Attn: Theresa Sutherland Phone: (407) 774-7262 ext 102

- 11. Upon any default by Licensee under this Agreement, District shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) District and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.
- 12. Notwithstanding anything herein to the contrary, District may terminate the license granted herein, with or without cause, upon ninety (90) days written notice to the Licensee.
- 13. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without District's prior written consent, which may be withheld at its sole discretion.
- 14. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the District.
- 15. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, Florida Statutes, or other law, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 16. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.
- 17. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition

of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

- 18. No modification, waiver, amendment, discharge or change of this License Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
- 19. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.
- 20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

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

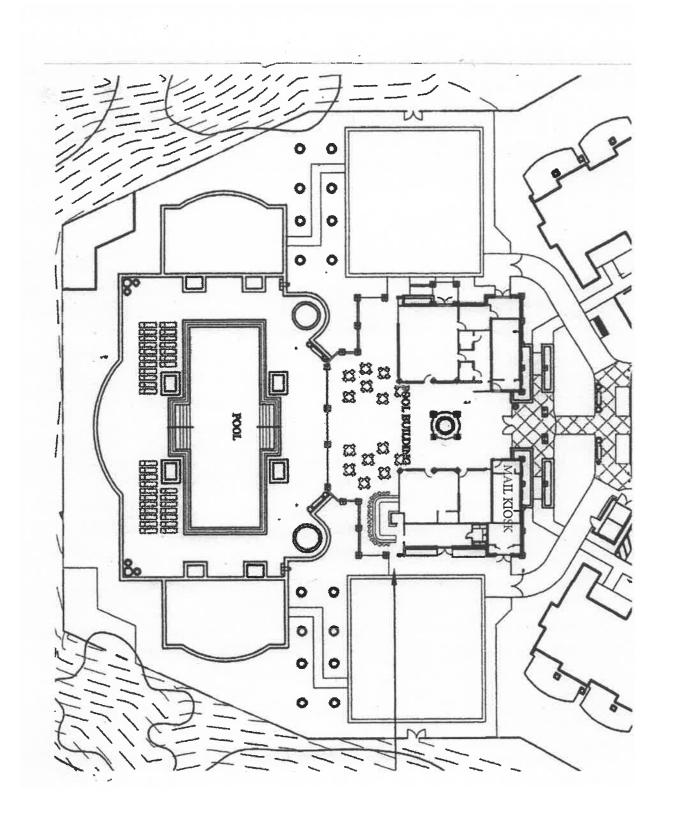
WITNESSES:	SEVEN EAGLES CONDOMINIUM ASSOCIATION, INC.
By: Print:	By: Name: Title:
	REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
By:Print:	By: Name: Title:

EXHIBIT "A"

License Area

Mail kiosks are located inside the Seven Eagles recreation center located at 1344 Seven Eagles Court, Kissimmee, Florida 34747, immediately abutting the outdoor covered area (noted as "Mail Kiosk" on the attached floorplan)

Being a part of Parcel No. 3525274858TRAC0030



License Agt - Mail Kiosk- Seven Eagles Condominium Association Reunion East CDD

SECTION VII

SECTION C

SECTION 1

		Reunion East	Reunion East Community Development District	pment Distric	
Item #	Date Item # Assigned	Action Item	Assigned To	Status	Comments
-	3/14/11	Irrigation Turnover	Kingwood/ Carpenter	In Process	October 2020 Anticipating a written response from Kingwood's attorney regarding documentation request June 2020.
2	2/13/20	Access to Reunion Village/Davenport Creek Bridge	Flint/Boyd	On Hold	Encore agreed to have a gate at the entrance to the residential portion of Reunion Village and then another resident only gate before crossing the Davenport Creek bridge going into Reunion proper. Engineer presented first revision of Preliminary Plan to BOS at the July 2020 meeting. Engineer will be submitting plan for permitting. Construction bid documents pending. Coordination of power supply and communication systems pending.
ဗ	5/14/20	Amenity Status During Covid-19	Flint/Adams/Carll	Phase 3 Ongoing	As of 10.03.2020 all amenities except water fountains open per Phase 3 Reopening Guidelines.

Date Assigned	Action Item	Assigned To	Status	Comments
				The Resort is contacting PowerPlay Arcade to remove games from the Game Room February 2021. Staff is
				presenting a proposal for the installation of an Access Card reader
				for the Fitness Center February 2021.
				Reunion Realty has removed
				advertising January 2021. A revised Mail Kinsk I inense Adreement will be
				considered by the BOS at the
				February meeting. The Duke
				electrical account has been
				transferred to RECDD January 2021.
				Other transition items in process:
				utility transfers / split, amenity policy
				update, rental fee update, evaluation
				of amenity designation, execution of
	Seven Eagles Management			Fitness Center PM agreement, and
11/12/20	Transition	Adams/Scheerer	In Process	miscellaneous administrative matters.
				Security camera proposals for pools
				and entrance gates approved at
				11.12.2020 BOS meeting. Installation
				is scheduled to begin 01.07.2021 but
				not yet completed due to Internet
				issues as of 02.04.2021. Other items
	Security / Technology			noted on security assessment on hold
8/13/20	Assessment & Improvements	Adams/Dryburgh	In Process	until cameras are installed.

	S posal r BOS	Staff / ork ork ork ser to about 50 port on egation d d d d d d d d d d d d d d d d d d d	ech cch
Comments	viewed by BO alternative pro d scheduled fo 21.	orizing District becommence w 2020. Develop se 2015-1,2, & re developing a pectrum and 2 pectrum and 2 punion Village t Methodology 020. Bond Dela oved 12.10.20 aring schedule t issuance date Construction sen RECDD ar village pendi rity to Chairma 021.	is facilitating the service and Seven Eagles completed Mai
သိ	First proposal reviewed by BOS 10.08.2020; An alternative proposal was solicited and scheduled for BOS review 02.11.2021.	Resolution Authorizing District Staff / Bond Counsel to commence work approved 09.10.2020. Developer to retire Bond series 2015-1,2, & (partial) 3. Encore developing about 296 condos at Spectrum and 250 residences at Reunion Village (behind hospital parcel). Engineer's Report and Assessment Methodology on Agenda 11.12.2020. Bond Delegation Resolution Approved 12.10.2020. Assessment Hearing scheduled 01.14.21. Target issuance date February 2021. Construction easement between RECDD and Encore Reunion Village pending - delegated authority to Chairman to execute 01.14.2021.	Operations staff is facilitating the installation of a new fence and entrance gate at Seven Eagles estimated to be completed March 2020.
Status	In Process	In Process	In Process
Assigned To	Scheerer/Goldstein	Boyd/Carpenter/	Scheerer
Action Item	Entrance Monument at Spine Road	New Bond Issuance	Secure Pool Access Gates
Date Assigned	8/13/20	9/10/20	9/10/20
Item #		7	Φ,

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Comments	Nvision, RECDD and OC easement documents approved by BOCC 01.04.21. Landscape irrigation relocation completed at no cost to RECDD. RECDD has no other responsibilities.	Bond Counsel provided a memorandum for BOS review 01.14.2021. Districts determining POAs interest in purchase.	At one time, the Davenport Creek Bridge was taken off the FDOT inspection list as it was not in use. It needs to be added back to the inspection list for Reunion Village access.	Staff is developing process to notify owners, cap irrigation, and amend landscape maintenance agreement accordingly.	15	Comments	Proposal approved 12.10.2020. Site visit with Reserve Advisors 01.19.2021. Report should be available for FY2022 budget preparation.
Status	Completed	In Process		In Process	opment Distri	Status	In Process
Assigned To	Boyd / Greenstein	Carpenter	Boyd	Adams	Reunion West Community Development District	Assigned To	Adams
Action Item	Intersection Improvements / Signalization of CR 532 / Reunion Blvd	Feasibility Report on Selling Roads to Private Entity	Status of FDOT Inspections Davenport Creek Bridge	Notify Owners on South Side of CR 532 RECDD Will Discontinue 1/14/21 Maintenance	Reunion West	Action Item	Reserve Study Update
Date Assigned	10/8/20	11/12/20	12/10/20	1/14/21		Meeting Assigned	11/12/20
Item #	တ	10	7	12		Item #	~

Reunion Resort & Club

Seven Eagles Cove CDD Action Items Punch List

Ref	Notes & Action Items	Target	Responsible	Status/Notes/Next Steps	Completed	Comments
*	Description	Date	Party(s)		Date	
1	Landscaping around building is over grown	21-Mar	Yellowstone	Landscaping needs to be replaced in serval areas		Hod Hod

SECTION 2

Reunion East Community Development District

Summary of Check Register

January 1, 2021 to January 31, 2021

Fund	Date	Check No.'s	Amount
General Fund	1/6/21	4878	\$ 300.00
	1/7/21	4879-4880	\$ 19,635.50
	1/13/21	4881-4888	\$ 24,153.12
	1/20/21	4889-4897	\$ 70,595.11
	1/21/21	4898	\$ 300.00
	1/26/21	4899-4905	\$ 715,465.53
	1/27/21	4906-4907	\$ 6,297.30
			\$ 836,746.56
Replacement & Maintenance	1/13/21	129	\$ 8,327.42
-	1/20/21	130	\$ 6,492.00
			\$ 14,819.42
Payroll	January 2021		
•	Donald Harding	50568	\$ 184.70
	John Dryburgh	50569	\$ 184.70
	Mark Greenstein	50570	\$ 184.70
	Steven Goldstein	50571	\$ 184.70
	Trudy Hobbs	50572	\$ 184.70
			\$ 923.50
			\$ 852,489.48

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	BANK A REUNION		
CHECK VEND# DATE	INVOICE EXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT CHECK
1/06/21 00134	1/05/21 2846 202012 310-51300-31100 PRP/ATTEND PHONE CDD MTG	*	300.00
1 1 1 1	BOYD CIVIL ENGINEERING		
1/07/21 00049	512 202101 310-51300-34000 MANACEMENT PEF 12N21	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,689.58
	1/01/21 5.TANTOCHIEN 1 10-51300-35100 TNBODMATTON TOTAL 110-51300-35100	*	183.33
	1/01/21 512 202101 1201 1200-31300 DISSEMINATION PER 1-51300-31300	*	833.33
	0	4 ¢	16.17
	1/01/21 512 202101 310-51300-42000	*	25.13
	1/01/21 512 202101 310-51300-42500	*k	137.55
	1/01/21 513 202101 320-53800-12000 FIELD MANAGEMENT JAN21	k	3,083.75
			7,968.84 004879
1/07/21 00054	1/01/21 2021JAN 202101 320-53800-34500 SECURATIVE SERVICES TAN21		6,066.66
	0	*	5,600.00
1/13/21 00074	202012 320-53800	! ! ! ! ! !	67.08
		*	61.92
	APPLIED AQUATIC MANAGEMENT, INC.		129.00 004881
1/13/21 00095	1/13/21 00095 12/31/20 S166960 202012 320-53800-57400		136.02
	12/31/20 5166960 202012 300-10100 RPLC SHEAR PIN/ADJST ADMO-	*	125.55
	ACCESS CONTROL TECHNOLOGIES, INC.		261.57 004882
1/13/21 00129	1/13/21 00129 12/27/20 4800 202012 330-5800-46200	·	941.20
	12/27/20 /LAG-BATH DOOK/MAIL LITE 12/27/20 /4800 7EAG-BATH DOOR/MAIL T.TTE	*	868.80
	BERRY CONSTRUCTION INC.		1,810.00 004883
1/13/21 00042	1/13/21 00042 1/01/21 1923356 202101 320-53800-46200 EMERG PHONE CARRIAGE PT	1 * 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	283.36

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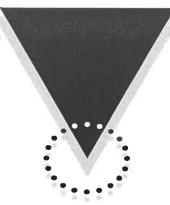
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ION EAST	 	179.63	179,63 004904
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202101 320-53800-122 LITIES BLDG RENT JAN 202101 300-13100-101 LITIES BLDG RENT JAN	! ! ! * *	1,634.54	3,405.30 004906
1/27/21 00119 1/21/21 95858 202012 310-51300-31500		2,892.00	2,892.00 004907
TOTAL FOR BANK A TOTAL FOR REGISTER		836,746.56 836,746.56	

PAGE 1	AMOUNT #					8,327.42 000129	1 1 1 1 1 1		6,492.00 000130
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TOTAL FOR BANK C TOTAL FOR REGISTER

SECTION 3



Reunion East Community Development District

Unaudited Financial Reporting

December 31, 2020

Table of Contents

1	Balance Sheet
2	General Fund Income Statement
2	General Fund income Statement
3	Replacement & Maintenance Income Statement
4	Debt Service Series 2002A-2 Income Statement
5	Debt Service Series 2005 Income Statement
6	Debt Service Series 2015A Income Statement
7	Debt Service Series 2015-1 Income Statement
8	Debt Service Series 2015-2 Income Statement
9	Debt Service Series 2015-3 Income Statement
10	Capital Projects Series 2005 Income Statement
11-12	Month to Month
13	Long Term Debt
14-15	FY21 Assessment Receipt Schedule

COMMUNITY DEVELOPMENT DISTRICT COMBINED BALANCE SHEET December 31, 2020

	General	Replacement & Maintenance	Debt Service	Capital Projects	(Memorandum Only) 2021
ASSETS:					
CASH	\$620,043	\$469,139		***	\$1,089,182
CUSTODY ACCOUNT	\$463,267	4 ,		***	\$463,267
STATE BOARD OF ADMINISTRATION	\$1,000,010	\$3,069,417			\$4,069,426
DUE FROM GENERAL FUND			\$5,000		\$5,000
DUE FROM REUNION WEST	\$313,588	\$183,643			\$497,231
INVESTMENTS					V / / / / / / / / / / / / / / / / / / /
SERIES 2002A-2					
Reserve			\$3		\$3
Revenue			\$100,934		\$100,934
SERIES 2005			, ,		4100,72 /
Reserve			\$4		\$4
Revenue			\$198,425		\$198,425
Construction				\$10	\$10
SERIES 2015A					4.0
Reserve		***	\$175,000		\$175,000
Revenue			\$2,053,755		\$2,053,755
SERIES 2015-1					44,000,700
Reserve			\$345,275		\$345,275
Revenue			\$163,074		\$163,074
SERIES 2015-2					4102,071
Reserve			\$374,013	***	\$374,013
Revenue			\$36,727		\$36,727
SERIES 2015-3			• •		***************************************
Revenue			\$7,459	***	\$7,459
TOTAL ASSETS	\$2,396,907	\$3,722,199	\$3,459,669	\$10	\$9,578,785
LIABILITIES:					
ACCOUNTS PAYABLE	\$33,146	\$8,327			
CONTRACTS PAYABLE	\$1,323	\$6,327		***	\$41,474
DUE TO DEBT 2015A	\$5,000				\$1,323
DUE TO REUNION WEST	\$112,944	\$46,030			\$5,000
ACCRUED INTEREST PAYABLE 2002A-2	\$112,744	\$40,030	\$3,020,000		\$158,974
ACCRUED PRINCIPAL PAYABLE 2002A-2			\$2,815,148		\$3,020,000
ACCRUED INTEREST PAYABLE 2005			\$2,110,560	- Admin	\$2,815,148
ACCRUED PRINCIPAL PAYABLE 2005			\$2,525,000		\$2,110,560
FUND EQUITY:			\$2,525,000		\$2,525,000
FUND BALANCES:					
ASSIGNED	\$242,752	\$3,667,841	***		\$3,910,593
UNASSIGNED	\$2,001,743	****			\$2,001,743
RESTRICTED FOR DEBT SERVICE 2002A-2			(\$5,734,212)		(\$5,734,212)
RESTRICTED FOR DEBT SERVICE 2005	***		(\$4,437,131)	***	(\$4,437,131)
RESTRICTED FOR DEBT SERVICE 2015A		***	\$2,233,755		\$2,233,755
RESTRICTED FOR DEBT SERVICE 2015-1			\$508,349		\$508,349
RESTRICTED FOR DEBT SERVICE 2015-2			\$410,740		\$410,740
RESTRICTED FOR DEBT SERVICE 2015-3			\$7,459		
RESTRICTED FOR CAPITAL PROJECTS			97,737	\$10	\$7,459 \$10
TOTAL LIABILITIES & FUND EQUITY					
& OTHER CREDITS	\$2,396,907	\$3,722,199	\$3,459,669	\$10	\$9,578,785

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
REVENUES:	1			
Special Assessments - Tax Roll	\$1,409,207	\$959,234	\$959,234	\$0
Special Assessments - Direct Interest	\$609,465 \$750	\$304,733	\$113,330	(\$191,403)
naciest	3730	\$188	\$16	(\$172)
TOTAL REVENUES	\$2,019,422	\$1,264,154	\$1,072,580	(\$191,575)
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$12,000	\$3,000	\$3,000	\$0
FICA Engineering	\$918 \$15,000	\$230 \$3,750	\$230	\$0
Attorney	\$35,000	\$8,750	\$4,575 \$10,258	(\$825) (\$1,508)
Trustee Fees	\$17,500	\$0	\$0	\$0
Arbitrage Collection Agent	\$3,600 \$5,000	\$0 \$5,000	\$0 \$5,000	\$0
Dissemination	\$10,000	\$2,500	\$2,500	\$0 \$0
Property Appraiser Fee	\$1,000	\$0	02	\$0
Property Taxes Annual Audit	\$400 \$5,600	\$400 \$5,600	\$43	\$357
District Management Fees	\$44,275	\$11,069	\$5,600 \$11,069	\$0 \$0
Information Technology	\$2,200	\$550	\$550	\$0
Telephone	\$300 \$1,500	\$75	\$7	\$68
Postage Printing & Binding	\$1,500 \$1,500	\$375 \$375	\$375 \$348	(\$0) \$27
Insurance	\$15,200	\$15,200	\$14,479	\$721
Legal Advertising	\$2,500	\$625	\$7,204	(\$6,579)
Other Current Charges Office Supplies	\$600 \$500	\$150 \$125	\$0 \$48	\$150
Travel Per Diem	\$500	\$125	\$48 \$0	\$77 \$125
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$175,268	\$58,073	\$65,461	(\$7,388)
MAINTENANCE-SHARED EXPENSES:				
Field Management	\$37,005	\$9,251	\$9,251	\$0
Management Services Agreement	\$21,125	\$5,281	\$0	\$5,281
Facility Lease Agreement	\$21,249	\$5,312	\$5,312	(\$0)
Telephone Electric	\$4,836 \$317,200	\$1,209 \$79,300	\$1,153 \$71,438	\$56 \$7,862
Water & Sewer	\$41,600	\$10,400	\$4,462	\$5,938
Gas	\$40,040	\$10,010	\$2,254	\$7,756
Pool & Fountain Maintenance Environmental	\$117,000 \$5,200	\$29,250 \$1,300	\$24,648	\$4,602
Property Insurance	\$3,200 \$25,740	\$25,740	\$1,000 \$26,828	\$300 (\$1,088)
Irrigation Repairs	\$7,800	\$1,950	\$510	\$1,440
Landscape Contract	\$403,671	\$100,918	\$122,288	(\$21,370)
Landscape Contingency Gate and Gatehouse Expenses	\$26,000 \$16,640	\$6,500 \$4,160	\$374 \$4,339	\$6,126 (\$179)
Roadways/Sidewalks	\$26,000	\$6,500	\$0	\$6,500
Lighting	\$5,200	\$1,300	\$3,359	(\$2,059)
MSA Building Repairs Pressure Washing	\$13,000 \$18,200	\$3,250 \$4,550	\$0	\$3,250
Maintenance (Inspections)	\$910	\$4,330 \$227	\$12,818 \$0	(\$8,268) \$227
Repairs & Maintenance	\$10,400	\$2,600	\$81	\$2,519
Pest Control	\$377	\$94	02	\$94
Signage Security	\$13,000 \$72,800	\$3,250 \$18,200	\$1,370 \$18,200	\$1,880 \$0
Parking Violation Tags	\$260	\$65	\$47	218
SEVEN EAGLES:				
Landscape Contract Pool Maintenance	\$0 \$0	\$0 \$0	\$523 \$4,239	(\$523) (\$4,239)
MAINTENANCE-DIRECT EXPENSES:	20	, and	ФТрЕОУ	(34,237)
Same and some and some some some some some some some some	4		_	
Irrigation System Operations Contingency	\$100,000 \$0	\$25,000 \$0	\$0 \$0	\$25,000
Transfer Out	\$498,902	\$498,902	\$498,902	\$0 \$0
TOTAL MAINTENANCE	\$1,844,155	\$854,520	\$813,396	\$41,124
TOTAL EXPENDITURES	\$2.019 422	\$912,593	\$878,857	\$33,736
EXCESS REVENUES (EXPENDITURES)	\$0		\$193,723	
FUND BALANCE - Beginning	\$0		\$2,050,772	
FUND BALANCE - Ending	\$0		\$2.244.495	
•				

COMMUNITY DEVELOPMENT DISTRICT

REPLACEMENT & MAINTENANCE FUND

1				
	ADOPTED	PRORATED	ACTUAL	
	BUDGET	THRU 12/31/20	THRU 12/31/20	VARIANCE
REVENUES:				
Transfer In	\$498,902	\$498,902	\$498,902	\$0
Interest	\$25,000	\$6,250	\$1,799	(\$4,451)
TOTAL REVENUES	\$523,902	\$505,152	\$500,701	(\$4,451)
EXPENDITURES:				
Building Improvements	\$109,200	\$27,300	\$0	\$27,300
Fountain Improvements	\$13,000	\$3,250	\$0	\$3,250
Gate/Gatehouse Improvements	\$52,000	\$13,000	\$4,330	\$8,670
Landscape Improvements	\$104,000	\$26,000	\$650	\$25,350
Lighting Improvements	\$4,160	\$1,040	\$0	\$1,040
Monument Improvements	\$13,000	\$3,250	\$0	\$3,250
Pool Furniture	\$13,000	\$3,250	\$12,126	(\$8,876)
Pool Repair & Replacements	\$44,200	\$11,050	\$2,180	\$8,870
Roadways/Sidewalks Improvement	\$13,000	\$3,250	\$22,669	(\$19,419)
Signage	\$52,000	\$13,000	\$51,126	(\$38,126)
Contingency	\$26,000	\$6,500	\$43,061	(\$36,561)
TOTAL EXPENDITURES	\$443,560	\$110,890	\$136,143	(\$25,253)
EXCESS RÉVENUES (EXPENDITURES)	\$80,342		\$364,558	
FUND BALANCE - Beginning	\$3,282,749		\$3,303,283	
FUND BALANCE - Ending	\$3,363,091		\$3,667,841	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2002A-2

	ADOPTED	PRORATED	ACTUAL	
	BUDGET	THRU 12/31/20	THRU 12/31/20	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$3	\$3
TOTAL REVENUES	\$0	\$0	\$3	\$3
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OTHER FINANCING SOURCES (USES)				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$3	
FUND BALANCE - Beginning	\$0		(\$5,734,214)	
FUND BALANCE - Ending	\$0		(\$5,734,212)	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2005

	ADOPTED	PRORATED	ACTUAL	
DEVENUES	BUDGET	THRU 12/31/20	THRU 12/31/20	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$5	\$5
TOTAL REVENUES	\$0	\$0	\$5	\$5
EXPENDITURES:				
Interest Expense 11/01	\$0	\$0	\$0	\$0
Principal Expense 05/01	\$0	\$0	\$0	\$0
Interest Expense 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	so
OTHER FINANCING SOURCES (USES)				
Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	(\$3,771)	(\$3,771)
TOTAL OTHER	\$0	\$0	(\$3,771)	(\$3,771)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$3,766)	
FUND BALANCE - Beginning	\$0		(\$4,433,364)	
FUND BALANCE - Ending	\$0		(\$4,437,131)	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015A

REVENUES:	ADOPTED BUDGET	PRORATED THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
Special Assessments Interest	\$2,568,595 \$500	\$1,736,247 \$125	\$1,736,247 \$16	\$0 (\$109)
TOTAL REVENUES	\$2,569,095	\$1,736,372	\$1,736,263	(\$109)
EXPENDITURES:				
Special Call 11/01	\$0	\$0	\$5,000	(\$5,000)
Interest Expense 11/01	\$614,625	\$614,625	\$614,625	\$0
Principal Expense 05/01	\$1,375,000	\$0	\$0	\$0
Interest Expense 05/01	\$614,625	\$0	\$0	\$0
TOTAL EXPENDITURES	\$2,604,250	\$614,625	\$619,625	(\$5,000)
EXCESS REVENUES (EXPENDITURES)	(\$35,155)		\$1,116,638	
FUND BALANCE - Beginning	\$923,909		\$1,117,117	
FUND BALANCE - Ending	\$888,754		\$2,233,755	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-1

[ADOPTED BUDGET	PRORATED THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
REVENUES:				
Special Assessments - Tax Collector	\$31,584	\$21,777	\$21,777	\$0
Special Assessments - Direct Billed	\$197,181	\$98,591	\$0	(\$98,591)
Interest	\$100	\$25	\$9	(\$16)
TOTAL REVENUES	\$228,865	\$120,392	\$21,785	(\$98,607)
EXPENDITURES:				
Interest Expense 11/01	\$64,185	\$64,185	\$64,185	\$0
Principal Expense 05/01	\$100,000	\$0	\$0	\$0
Interest Expense 05/01	\$64,185	\$0	\$0	\$0
TOTAL EXPENDITURES	\$228,370	\$64,185	\$64,185	\$0
EXCESS REVENUES (EXPENDITURES)	\$495		(\$42,400)	
FUND BALANCE - Beginning	\$205,248		\$550,749	
FUND BALANCE - Ending	\$205,743		\$508,349	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-2

	ADOPTED	PRORATED	ACTUAL	
	BUDGET	THRU 12/31/20	THRU 12/31/20	VARIANCE
REVENUES:				
Special Assessments - Tax Roll	\$10,291	\$4,354	\$4,354	\$0
Special Assessments - Direct Billed	\$583,234	\$291,617	\$0	(\$291,617)
Interest	\$250	\$63	\$9	(\$54)
TOTAL REVENUES	\$593,775	\$296,034	\$4,363	(\$291,671)
EXPENDITURES:				
Interest Expense 11/01	\$192,720	\$192,720	\$192,720	\$0
Principal Expense 05/01	\$215,000	\$0	\$0	\$0
Interest Expense 05/01	\$192,720	\$0	\$0	\$0
TOTAL EXPENDITURES	\$600,440	\$192,720	\$192,720	\$0
EXCESS REVENUES (EXPENDITURES)	(\$6,665)		(\$188,357)	
FUND BALANCE - Beginning	\$228,728		\$599,097	
FUND BALANCE - Ending	\$222,063		\$410,740	

COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-3

	ADOPTED BUDGET	PRORATED THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
REVENUES:		_		111111111111111111111111111111111111111
Special Assessments - Tax Roll Special Assessments - Direct Billed	\$2,878 \$326,618	\$1,949 \$165,440	\$1,949 \$ 0	\$0 (\$165,440)
Interest	\$100	\$25	\$1	(\$24)
TOTAL REVENUES	\$329,596	\$167,413	\$1,950	(\$165,463)
EXPENDITURES:				
Interest Expense 11/01	\$96,030	\$96,030	\$96,030	\$0
Principal Expense 05/01	\$145,000	\$0	\$0	\$0
Interest Expense 05/01	\$96,030	\$0	\$0	\$0
TOTAL EXPENDITURES	\$337,060	\$96,030	\$96,030	\$0
EXCESS REVENUES (EXPENDITURES)	(\$7,464)		(\$94,080)	
FUND BALANCE - Beginning	\$105,366		\$101,540	
FUND BALANCE - Ending	\$97,902		\$7,459	

COMMUNITY DEVELOPMENT DISTRICT

Capital Projects 2005

	ADOPTED	PRORATED	ACTUAL	
	BUDGET	THRU 12/31/20	THRU 12/31/20	VARIANCE
REVENUES:				
Interest	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OTHER FINANCING SOURCES (USES)				
Transfer In (Out)	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$10	
FUND BALANCE - Ending	\$0		\$10	

Reunion East CDD Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	lut	Aug	Sept	Total
Revenues													
Special Assessments - Tax Roll	20	\$185,519	\$773,715	\$0	20	20	80	80	20	\$0	80	20	\$959.234
Special Assessments - Direct	20	20	\$113,330	\$0	20	80	20	\$0	\$0	20	80	80	\$113,330
Interest	25	\$2	\$12	20	20	80	80	20	20	20	80	20	816
Miscellaneous Income	80	20	20	\$0	20	S0	20	20	20	20	\$0	80	20
Total Revenues	\$2	\$185,521	\$887,056	\$0	0\$	0\$	0\$	\$0	\$0	\$0	80	0\$	\$1,072,580
Expenditures													
Administrative													
Supervisor Fees	\$1,000	\$1,000	\$1,000	\$0	20	20	20	80	80	\$0	80	80	\$3,000
FICA	LL S 211	277	\$77	SO	SO SO	80	\$0	20	\$0	20	80	80	\$230
Engineering	\$3,300	8975	\$300	80	80	20	20	\$0	80	20	So	80	\$4,575
Attorney	\$3,091	\$4,275	\$2,892	20	20	20	20	\$0	\$0	\$0	SO	20	\$10,258
Trustee Fees	80	80	20	20	\$0	20	20	20	SO	80	80	80	80
Arbitrage	80	80	20	20	\$0	20	20	20	80	\$0	80	80	\$0
Collection Agent	\$5,000	20	05	20	20	20	20	80	80	20	80	\$0	\$5,000
Dissemination	\$833	\$833	\$833	20	20	20	\$0	\$0	80	20	\$0	So	\$2,500
Property Appraiser Fee	20	20	20	80	20	20	20	80	80	80	20	80	80
Property Taxes	80	\$43	20	80	20	\$0	20	SO	80	So	20	80	\$43
Annual Audit	20	82,600	20	20	\$0	20	20	80	20	80	20	80	\$5,600
District Management Fees	\$3,690	\$3,690	23,690	20	20	20	20	80	20	80	80	80	\$11,069
Information Technology	\$183	\$183	\$183	20	20	20	20	SO	80	80	\$0	80	\$550
Telephone	20	80	27	80	80	20	80	80	80	80	\$0	80	\$7
Postage	\$343	819	\$14	80	20	\$0	20	20	20	\$0	\$0	20	\$375
Printing & Binding	\$117	\$43	\$188	SO.	80	20	\$0	20	20	80	\$0	80	\$348
Insurance	\$14,479	80	20	20	20	20	\$0	\$0	80	20	20	80	\$14.479
Legal Advertising	\$0	\$193	\$7,012	°\$0	20	20	\$0	\$0	80	80	20	0\$	\$7,204
Other Current Charges	20	20	20	SO SO	80	20	20	20	\$0	80	80	20	OS.
Office Supplies	\$16	\$16	\$16	80	80	20	20	80	80	20	\$0	80	248
Travel Per Diem	80	20	80	80	20	80	20	\$0	80	\$0	20	20	\$0
Dues, Licenses & Subscriptions	\$115	20	20	20	\$0	80	80	80	20	80	0\$	80	\$175

Reunion East CDD Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance													
Field Management	\$3,084	\$3,084	\$3,084	80	\$0	\$0	80	80	0\$	20	0%	OS:	156 03
Facility Lease Agreement	177,12	\$1,771	\$1,771	20	20	\$0	\$0	20	0%	05	0%	Ş	\$5.312
Telephone	\$333	\$333	\$487	20	20	20	20	80	03	20	08	05	\$1.153
Electric	\$24,381	\$23,582	\$23,474	20	20	20	20	20	20	80	80	05	871438
Water & Sewer	\$1,627	\$1,735	\$1,100	80	80	20	20	20	20	80	80	05	\$4.462
Gas	\$244	\$663	\$1,347	20	80	20	SO S	20	20	80	80	9	\$2.254
Pool & Fountain Maintenance	\$9,148	\$7,449	\$8,051	20	20	20	So	80	20	20	\$0	SO	\$24.648
Environmental	\$136	\$728	\$136	20	20	80	80	20	80	80	20	80	\$1,000
Property Insurance	\$26,828	20	20	80	0\$	20	0%	80	80	20	08	05	826 828
Irrigation	\$510	80	20	80	os	20	20	20	\$0	\$0	20	\$0	\$510
Landscape Contract	\$31,266	\$59,139	\$31,883	20	\$0	80	80	80	20	20	20	20	\$122.288
Landscape Contingency	\$374	80	20	SO	20	20	20	80	80	20	80	20	5374
Gatehouse and Gatehouse Expenses	\$1,411	\$1,664	\$1,263	20	0.5	20	20	80	80	20	20	20	\$4,339
Roadways/Sidewalks	20	20	\$0	\$0	20	20	20	80	80	20	20	20	OS.
Lighting	\$3,359	20	20	\$0	0\$	20	80	80	20	80	\$0	20	\$3,359
MSA Building Repairs	20	80	0\$	SO	20	20	80	\$0	20	20	SO	20	0\$
Pressure Washing	\$4,849	\$3,913	\$4,056	\$0	80	20	20	80	80	80	20	\$0	\$12.818
Maintenance (Inspections)	20	20	20	80	80	20	80	80	SO	20	20	20	0%
Repairs & Maintenance	\$0	\$81	20	20	0\$	20	80	80	20	20	20	80	281
Pest Control	20	80	20	80	80	20	80	\$0	20	20	20	80	80
Signage	\$1,287	20	\$83	80	\$0	20	20	20	80	\$0	20	80	\$1.370
Security	26,067	26,067	\$6,067	\$0	\$0	20	20	20	20	20	80	20	\$18,200
Parking Violation Tags	\$0	\$0	\$47	80	20	20	80	80	20	20	80	20	\$47
Seven Eagles													:
Landscape Contract	80	20	\$523	20	20	80	80	20	20	80	\$0	20	\$523
Pool Maintenance	80	168	\$4,148	\$0	20	80	80	80	20	80	80	80	\$4.239
Maintenance-Direct													
Irrigation System Operations	SO SO	20	80	\$0	20	SO	80	\$0	20	80	20	\$0	80
Contingency	0%	20	80	\$0	80	80	80	20	20	80	80	20	08
Transfer Out	80	80	\$498,902	80	20	80	\$0	80	\$0	80	\$0	20	\$498,902
	\$116,675	\$110,300	\$586,421	\$0	0\$	\$	\$	\$	0\$	08	0\$	0\$	\$813,396
. ,													
Totai Expenditures	\$148,978	\$127,247	\$602,632	0\$	\$0	\$0	\$0	\$0	80	\$	\$0	\$0	\$878,857
Excess Revenues													
(Expenditures)	(\$148,976)	\$58,275	\$284.424	0\$	0\$	\$0	\$	\$0	S	G	OS.	US	\$193.723

Reunion East COMMUNITY DEVELOPMENT DISTRICT LONG TERM DEBT REPORT

SERIES 2015A, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 4.000%, 5.000%, 5.000%

MATURITY DATE: 5/1/2033
RESERVE FUND REQUIREMENT \$175,000
RESERVE FUND BALANCE \$175,000

BONDS OUTSTANDING - 09/30/20 \$24,585,000 LESS: SPECIAL CALL 11/1/20 (\$5,000)

CURRENT BONDS OUTSTANDING \$24,580,000

SERIES 2015-1, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 6.600%
MATURITY DATE: 5/1/2033
RESERVE FUND REQUIREMENT \$345,275
RESERVE FUND BALANCE \$345,275

BONDS OUTSTANDING - 9/30/20 \$1,945,000

CURRENT BONDS OUTSTANDING \$1,945,000

SERIES 2015-2, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 6.600%
MATURITY DATE: 5/1/2036
RESERVE FUND REQUIREMENT \$374,013
RESERVE FUND BALANCE \$374,013

BONDS OUTSTANDING - 9/30/20 \$5,840,000

CURRENT BONDS OUTSTANDING \$5,840,000

SERIES 2015-3, SPECIAL ASSESSMENT REFUNDING BONDS

INTEREST RATES: 6.600%
MATURITY DATE: 5/1/2033
RESERVE FUND REQUIREMENT \$75,000
RESERVE FUND BALANCE \$0

BONDS OUTSTANDING - 9/30/20 \$2,910,000

CURRENT BONDS OUTSTANDING \$2,910,000

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT RECEIPTS - FY2021

TAX COLLECTOR

2 8	d Total 100%	7 \$ 50,548,74	S	\$ 1	v	\$ 28	s	s	. •	٠ ح		,		\$	· vs	\$, \$, \$, \$	· •>	ν,	٠,	· •	· •	\$ 2,974,620.10
3,062 2,878	Debt Svc Fund 0.07%	36.17	340.72	1,362.68	3.59	205.56	163.52	16.11	٠	٠			٠	,	,	•	٠	٠	٠	•	•	٠	1	ŀ	2,128.35
**	۵	v	₩.	S	s	·s	Ş	*	S	ď	↔	\$	Ś	s	ν	s	s	Ś	s	s	·s	s	s	s	\s
6,842	Debt Svc Fund 0.16%	80.82	761.33	3,044.86	8.01	459.32	365.38	36.00	1	,	,	•		,	•	,	1	1	1	1	•	1	1	•	4,755.72
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34,219 32,166 2015-1	Debt Svc Fund 0.80%	404.17	3,807.53	15,227.85	40.07	2,297.12	1,827.33	180.07	1	1	,	•	•	•	٠	٠	•	•	1	,	•	1	,	•	23,784.14
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2,728,299 2,564,601	Debt Svc Fund 63.75%	32,224.39	303,572.28	1,214,107.74	3,194.81	183,147.70	145,691.59	14,356.53	•	•	•	,	•	•	•	•	•	•	•	•	,	•	ì	•	\$ 1,896,295.04
w w		٠ <u>٠</u>	\$	\$	\$	·S	\$	\$	s	\$	❖	₩.	❖	s	s	⋄	❖	\$	❖	s	\$	❖	₩.	\$	
1,507,319 1,416,880	General Fund 35.22%	17,803.19	167,716.29	670,764.97	1,765.05	101,184.65	80,491.06	7,931.63	ı	٠	•	•	,	•	•	•	•	•	•	•	•	1	1	1	\$ 1,047,656.85
~ ~ <u>-</u>	_	**	^	\$	\$	·S	\$	\$	\$	\$	Ŷ	<u>٠</u>	٠Ş	\$	s	\$	\$	\$	\$	\$	Ş	❖	ş	\$	S
4,279,742 4,022,957	Net Amount Received	50,548.74	476,198.15	1,904,508.11	5,011.53	287,294.34	228,538.88	22,520.35	•	1	1	•	1	1	4	1	1	,	1	٠	•	•	1	ŀ	\$ 2,974,620.10
S S S	-	₩	s	·s	₩.	Ś	¢\$	\$	₹\$	Ś	\$	S	Ŷ	٠	\$	s	s	Ś	\$	s	Ŷ	s	s	÷	₩
Gross Assessments Net Assessments	Interest Income	,	•	•	•	•	•	•	•	•	1	,	,	•	•	•	,	•	,	1	٠	•	•	•	
oss A let A		47	Ś	S	\$	↔	s	⋄	\$	Ş	\$	\$	s	s	s	\$	s	\$	\$	Ş	ş	Ś	Ŷ	Ś	Ŷ
8 ~	Commissions Paid	1,031.61	\$ 9,718.32	38,867.51	\$ 102.29	5,863.14	\$ 4,664.07	\$ 459.60	,		1	,		1	1	,	1	,	,	1	,	1	1	,	\$ 60,706.54
	Ĭ	m	00	9	2	6	, ,	9	٠,	٠,	٠,	٧,	01	٠,	V	V,	v	۷,	v	۷,	۷,	٠,	••	0)	10,
	Discounts/ Penalties	\$ 2,588.53	\$ 20,246.18	\$ 80,973.06	\$ 53.42	\$ 11,152.59	\$ 8,421.4	\$ 607.76	•	· \$	· \$	- \$	\$	· \$	· \$, s		,	•	, \$	· \$	· \$	•	•	\$ 124,043.01
	ξ	80	55	8	24	2	42	7																	10.1
	Gross Assessments Received	54,168.88	506,162.65	2,024,348.68	5,167.24	304,310.07	241,624.42	23,587.71	1	'	1	í	1	•	•	•	1	'		'	,	•	•	•	3,159,369.65
	5	<o> √s</o>	s	\$	Ş	\$	\$	ş	\$	\$	s	ψ	\$	s	↔	ş	٠Ş	\$	\$	₩	\$	s	ş	٠,	v.
	Dist.	ACH	ACH	ACH	ACH	ACH	ACH	ACH																	
	Date Received	11/6/20	11/20/20	12/10/20	12/10/20	12/22/20	1/8/21	1/8/21																	Totals

hof II - Spectrum LLC			\$626,989.00		\$117,704.00	\$191,545.00	\$219,369.00	\$98,371.0
DATE RECEIVED	DUE	CHECK	NET	AMOUNT	GENERAL	SERIES	SERIES	SERIES
1/6/21	11/1/20	NO. WIRE	\$ 313,495.00	RECEIVED	FUND	2015-1	2015-2	2015-3
1/0/21	2/1/21	WIKE	\$ 156,747.00	\$ 313,495.00 \$	\$ 58,852.50 \$ -	\$ 95,772.50 \$		\$ 49,185.5
	5/1/21		\$ 156,747.00	\$ =	\$ -	\$	\$ - \$ -	\$ - \$ -
			\$ 626,989.00	\$ 313,495.00	\$ 58,852.50	\$ 95,772.50	\$ 109,684.50	\$ 49,185.5
nof II - Spectrum LLC			\$815,877.00		\$219,504.00	\$363,865.00	\$232,508.00	
DATE	DUE	CHECK	NET	AMOUNT	GENERAL	SERIES	SERIES	
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND	2015-2	2015-3	
1/6/21	11/1/20	WIRE	\$ 407,939.00	\$ 407,939.00	\$ 109,752.50	\$ 181,932.50	, , , , , , ,	
	2/1/21		\$ 203,969.00	\$ =	\$ -	\$	\$ -	
	5/1/21		\$ 203,969.00	\$ -	\$ -	\$	\$ -	
			\$ 815,877.00	\$ 407,939.00	\$ 109,752.50	\$ 181,932.50	\$ 116,254.00	
rlando Reunion Development	LLC		\$8,022.00		\$2,386.00	\$5,636.00		
DATE RECEIVED	DUE	CHECK	NET	AMOUNT	GENERAL	SERIES	1	
KECEIVED	11/1/20	NO.	ASSESSED	RECEIVED	FUND	2015-1	4	
	2/1/21		\$ 4,011.00 \$ 2,005.00	\$ - \$ -	\$ -	\$ - \$ -		
	5/1/21		\$ 2,005.00	\$ -	\$ - \$ -	\$ -		
			\$ 8,021.00	\$ -	\$ -	\$ -	1	
IOF Acquisitions II, LLC			\$43,211.00		\$43,211.00			
DATE	DUE	CHECK	NET	AMOUNT	GENERAL			
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND			
1/6/21	11/1/20	WIRE	\$ 21,605.00	\$ 21,605.00	\$ 21,605.00			
	2/1/21 5/1/21		\$ 10,803.00 \$ 10,803.00	\$ - \$:E	\$			
	3,1,21							
			\$ 43,211.00	\$ 21,605.00	\$ 21,605.00	ļ		
fando Health Inc			\$226,660.00		\$226,660.00			
DATE	DUE	CHECK	NET	AMOUNT	GENERAL			
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND			
12/14/20	11/1/20	1001350933	\$ 113,330.00	\$ 113,330.00	\$ 113,330.00			
	2/1/21 5/1/21		\$ 56,665.00 \$ 56,665.00	\$ - \$ %	\$ - \$ -			
			\$ 226,660.00	\$ 113,330.00	\$ 113,330.00			
			7 220,000.00	¥ 223,030.00	y 113,330.00			

SUMMARY					
	GENERAL	D	EBT SERVICE	DEBT SERVICE	DEBT SERVICE
	FUND	51	ERIES 2015-1	SERIES 2015-2	SERIES 2015-3
TOTAL DIRECT BILLED	\$609,465.00		\$197,181.00	\$583,234.00	\$330,879.00
TOTAL RECEIVED	\$ 303,540.00	\$	95,772.50	\$ 291,617.00	\$ 165,439.50
VARIANCE	\$ (305,925.00)	Ś	(101,408.50)	\$ (291,617.00)	\$ (165,439,50)

SECTION 4

District Reunion East

- Farmer									
randownder	Product	Total O & M Total Debt Total Due	tal Debt T	otal Due		0 × M	Debt	Total	Paid
Orlando Health	(0)				Nov	\$113,330	\$0	\$113,330	\$113,330 Paid 12/14/20
34-25-27-4936-0001-0040					Feb	\$56,665	\$0	\$56,665	
ŀ		\$226,659	\$0	\$226,659	May	\$56,665	\$0	\$56,665	
lotals		\$226,659	\$0	\$226,659	Total	\$226,659	\$0	\$226,659	
						88	Debt	Total	
Orlando Reunion Development LLC		\$2,386	\$5,636	\$8,022	Nov	\$1,193	\$2,818	\$4,011	
35-25-27-4885-PRCL-0C30	4 MF				Feb	\$597	\$1,409	\$2,006	
					May	\$597	\$1,409	\$2,006	
					Total	\$2,386	\$5,636	\$8,022	
EHOF/SPECTRUM 11-1-15 Interest						0 & M	Debt	Total	
27-25-27-2985-TRAC-FD20/FD30	296 Condos	\$117,704	\$509,285	\$626.989	Nov	\$190.210	\$557.879	¢7/12 (130)	יכ/ שון דיים ספט פער 5
34-25-27-4936-0001FD10	276 SF	\$219,504	\$596,373	\$815,877	Feb	\$95,105	\$276.415	\$371 519	170/TT
34-25-27-4936-0001-									
0010/0020/0050/0031	Commercial	\$43,211	\$0	\$43,211	May	\$95,105	\$276,415	\$371,519	
		\$380,419 \$	\$1,105,658	\$1,486,077	Total	\$380,419	\$1,105,658	\$1,486,077	