

## Vista Lakes Community Development District

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|---|---|
| <ul style="list-style-type: none"> <li>□ Frank Sebestyen, Chairperson</li> <li>□ Paula Edwards, Vice Chairperson</li> <li>□ John DeCrotie, Sr., Assistant Secretary</li> <li>□ Carla Daly, Assistant Secretary</li> <li>□ Aaron Simmons, Assistant Secretary</li> </ul> | <ul style="list-style-type: none"> <li>□ Bob Koncar, District Manager</li> <li>□ Scott Clark, District Counsel</li> <li>□ David Hamstra, District Engineer</li> <li>□ Brett Perez, Area Field Director</li> <li>□ Freddy Blanco, Field Manager</li> </ul> |
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### Regular Meeting Agenda Thursday, October 7, 2021 – 10:00 a.m.

**Resident and Audience Call in Number 646-838-1601, Access Code 438834881**

- 1. Roll Call**
- 2. Public Comments**
- 3. Administrative Items**
  - A. Resolution 2022-01, Designation of Officers
  - B. Consideration of the Minutes of the August 5, 2021 Board of Supervisors’ Meeting
  - C. Consideration of July and August 2021 Check Register and Invoices
  - D. Consideration of August 2021 Financial Statements
- 4. Staff Reports**
  - A. District Engineer
    - i. Fiscal Year 2021/2022 District Engineer Services
  - B. District Counsel
  - C. Field Management
    - i. Field Management Report/Solitude Report
      - a. Servello Proposals #5950, #5951, #5953, #5954
    - ii. HOA Liaison Report
  - D. District Manager
    - i. Vista Lakes Monument and Sign Project
    - ii. Vista Lakes Pond 9 Aeration and Fountain Proposals
    - iii. Ratification of Florida Water Features #4733
    - iv. Discussion of Discoloration of Tiles on Avon Fountain Feature Wall
    - v. Verbal Update on Assessment Methodology Study
    - vi. Verbal Report on Lexington Pool & Maintenance Invoices Payment
- 5. Business Items**
  - A. Consideration of Audit Evaluation Criteria and Instructions
- 6. Supervisor Requests**
- 7. Adjournment**

**NOTE:** The next meeting is scheduled for **Thursday, December 2, 2021 at 10:00 a.m.**

## **Third Order of Business**

**3A.**

**RESOLUTION 2022-01**

**A RESOLUTION DESIGNATING OFFICERS OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Vista Lakes Community Development District at a meeting held on October 7, 2021 desires to appoint the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons were appointed to the offices shown, to wit:

<u>Frank Sebestyen</u>	Chairperson
<u>Paula Edwards</u>	Vice Chairperson
<u>Gabriel Mena</u>	Secretary
<u>Trumaine Easy</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
<u>John DeCrotie</u>	Assistant Secretary
<u>Aaron Simmons</u>	Assistant Secretary
<u>Carla Daly</u>	Assistant Secretary

PASSED AND ADOPTED THIS, 7TH DAY OF OCTOBER, 2021

\_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Gabriel Mena  
Secretary/Assistant Secretary

**3B.**

**MINUTES OF MEETING  
VISTA LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District was held Thursday, August 5, 2021, at 10:00 a.m. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida 32829.

Present and constituting a quorum were:

Frank Sebestyen	Chairman
Paula Edwards	Vice Chairman
John DeCrotie, Sr.	Assistant Secretary
Aaron Simmons	Assistant Secretary
Carla Daly	Assistant Secretary

Also present were:

Bob Koncar	District Manager
Scott Clark	District Counsel (via phone)
David Hamstra	District Engineer
Gabe Mena	Assistant District Manager
Jorge Baez	Onsite Manager
Brett Perez	Field Director
Freddy Blanco	Field Services Manager

*Following is a summary of the discussions and actions taken at the August 5, 2021, Vista Lakes Community Development District's Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Sebestyen called the meeting to order. A quorum was established.

**SECOND ORDER OF BUSINESS**

**Public Comments**

- A resident expressed concern over the blue fence area needing a sound and sight buffer.
  - A resident stated his displeasure with the upkeep of conservation areas in the District.
- A discussion ensued.

**THIRD ORDER OF BUSINESS****Staff Reports****A. District Engineer**

- Mr. Hamstra reviewed his report with the Board.
- A discussion ensued regarding the Pembroke Privacy Wall update, vinyl fencing with a small portion of foam/stucco wall.

On MOTION by, Ms. Edwards seconded by Ms. Daly, with all in favor by roll call vote, authorization of the Chairman to execute the necessary building permit with the City of Orlando for the Pembroke fence was approved. 5/0

- A discussion ensued.

On MOTION by, Ms. Daly seconded by Mr. DeCrotie, with all in favor by roll call vote, authorization of the Chairman to execute a contract for the fence replacement at the Verizon warehouses, with a not-to-exceed amount of \$45,000.00 plus twenty (20) percent was approved. 5/0

- Mr. Hamstra gave an update of the slip and fall sidewalk area on Passaic Parkway. A discussion ensued.
- Mr. Hamstra gave an update on the conservation erosion slope adjacent to the property at 5619 Florence Harbour Drive.

On MOTION by, Mr. DeCrotie seconded by Mr. Simmons, four (4) in and one (1) opposed, being Ms. Daly, by roll call vote, authorization of the District Engineer to contact the homeowner, at 5619 Florence Harbor Drive, the District is not making any repairs to the slope adjacent to the property was approved. 4/1

- Mr. Hamstra gave an update on the Conservation Easement Maintenance Plan as completed.
- Mr. Hamstra stated Servello is putting in two (2) to three (3) water meters for irrigation in some open areas. It is being coordinated with the City and County to get the meters installed.
- The City replied to the maintenance of storm sewer pipes as being the District's responsibility. Mr. Hamstra will get with District Counsel to draft a stronger letter to the City.

**B. District Counsel**

- Mr. Clark was asked by the Board to review the assessment methodology report as it relates to commercial property. Mr. Clark recommended a new assessment methodology report. Mr. Koncar explained the timing of the study.

On MOTION by, Ms. Daly seconded by Ms. Edwards, with all in favor by roll call vote, authorization of Inframark to complete a new methodology study, with a not-to-exceed amount of \$7,500.00 was approved. 5/0

- Mr. Clark gave an update on 8469 Warwick Shore Crossing. Vegetation originally planted by the homeowner is still to be removed and there is a violation fee owed for a boat violation. The homeowner has removed the boat and has asked the Board to reconsider the \$250 fee.

On MOTION by, Ms. Daly seconded by Mr. Simmons, with Mr. Sebestyen opposed, having the District Manager send a letter to all boat owners in violation and rescinding the \$250.00 fine for 8469 Warwick Shore Crossing was approved. 4/1

**C. Field Management**

**i. Field Management Report/Solitude Report**

- A discussion took place on what may have turned the fountain water blue in color.
  - a. Servello Irrigation Report
  - b. Servello Proposals
  - c. Pressure Washing Proposals

On MOTION by, Ms. Daly seconded by Mr. Sebestyen, with all in favor by roll call vote approval of a contract with Total Cleaner with a not-to-exceed amount of \$3,500.00 for completion of curb pressure washing was approved. 5/0

On MOTION by, Ms. Daly seconded by Ms. Edwards, with all in favor by roll call vote amending the previous motion by entering into a contract with Total Cleaner in the amount of \$17,109.50 to pressure wash District sidewalks with the provision that a plan be developed to identify the cause of pooling water on the sidewalks was approved. 5/0

On MOTION by, Ms. Daly seconded by Ms. Edwards, with all in favor by roll call vote Servello proposals #5742 (\$1,200.00), #5743 (\$1,080.00), #5740 (\$26,5775.00), and #5787 (\$2,398.50), along with the walk-through committee provide two (2) separate punch lists by priority and Tom change his reporting accordingly going forward were approved. 5/0

On MOTION by, Ms. Daly seconded by Ms. Edwards, with all in favor by roll call vote approval of proposal to install three (3) solar lights in the amount of \$19,771.00 were approved. 5/0

- A discussion ensued on ponds.

**D. District Manager**

**i. Discussion of Fiscal Year 2022 Meeting Schedule**

- The Fiscal Year 2022 meeting schedule was amended to change the February meeting to an evening meeting.

On MOTION by, Ms. Daly seconded by Mr. Simmons, with all in favor by roll call vote the Fiscal Year 2022 Meeting Schedule, amending with February as an evening meeting, was approved. 5/0

**ii. Ratification of Lighting Agreement**

On MOTION by, Ms. Daly seconded by Mr. Simmons, with all in favor by roll call vote the Lighting Agreement was ratified. 5/0

**iii. Ratification of Florida Water Features #4733**

On MOTION by, Ms. Daly seconded by Mr. Simmons, with all in favor by roll call vote the Florida Water Features proposal #4733 was ratified. 5/0

**FOURTH ORDER OF BUSINESS**

**Business Items**

**A. Public Hearing of Fiscal Year 2022 Budget**

On MOTION by, Ms. Edwards seconded by Mr. Sebestyen, with all in favor by roll call vote the Public Hearing of Fiscal Year 2022 Budget was opened. 5/0

There were no public comments.

On MOTION by, Ms. Daly seconded by Mr. Sebestyen, with all in favor by roll call vote the Public Hearing of Fiscal Year 2022 Budget was closed. 5/0

**i. Consideration of Resolution 2021- 05, Adopting Fiscal Year 2022 Budget**

On MOTION by, Ms. Daly seconded by Mr. DeCrotie, with all in favor by roll call vote Resolution 2021-05, Adopting Fiscal Year 2022 Budget was approved. 5/0

**B. Public Hearing of Levying of Special Assessments**

**i. Consideration of Resolution 2021-06, Levying of Special Assessments**

On MOTION by, Mr. DeCrotie seconded by Ms. Daly, with all in favor by roll call vote Resolution 2021-06, Adopting Fiscal Year 2022 Budget was approved. 5/0

**C. Consideration of Establishment of Audit Committee**

- Mr. Koncar explained the audit process.

On MOTION by, Mr. DeCrotie seconded by Ms. Daly, with all in favor by roll call vote authorization for the District Manager to advertise for statement of qualifications for audit services was approved. 5/0

On MOTION by, Ms. Edwards seconded by Mr. Sebestyen, with all in favor by roll call vote authorization to appoint the Board of Supervisors as the Audit Committee and setting an Audit Committee meeting for one hour prior to the next regular Board meeting was approved. 5/0

**FIFTH ORDER OF BUSINESS**

**Business Administration Items**

**A. Consideration of the Minutes of the June 3, 2021 Board of Supervisors' Meeting**

On MOTION by, Ms. Daly seconded by Mr. Simmons, with all in favor by roll call vote the amended minutes for June 3, 2021 were approved. 5/0

**B. Consideration of May and June Check Register and Invoices**

On MOTION by, Ms. Edwards seconded by Mr. Sebestyen, with all in favor by roll call vote the May and June Check Registers and Invoices were approved. 5/0

**C. Consideration of June 2021 Financial Statements**

On MOTION by, Ms. Edwards seconded by Ms. Daly, with all in favor by roll call vote the June 2021 Financial Statements were approved. 5/0

**D. Consideration of Resolution 2021-07, Designating Officers – Assistant Treasurer**

On MOTION by, Ms. Daly seconded by Ms. Edwards, with all in favor by roll call vote Resolution 2021-07, Designating Officers was adopted. 5/0

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests**

- Ms. Daly requested Mr. Koncar check the payment of Lexington Pools payments while no work was being done.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting was adjourned.

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Bob Koncar  
Secretary

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Frank Sebestyen  
Chairman

**3D.**

VISTA LAKES  
Community Development District

*Financial Report*

*August 31, 2021*

Prepared by:



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VISTA LAKES  
Community Development District

**Financial Statements**

(Unaudited)

*August 31, 2021*

**Balance Sheet**  
August 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 A1 & A2 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>			
Cash - Checking Account	\$ 189,484	\$ -	\$ 189,484
Due From Other Funds	-	30,463	30,463
Investments:			
Money Market Account	2,024,952	-	2,024,952
Prepayment Fund (A-2)	-	755	755
Reserve Fund (A-1)	-	28,725	28,725
Reserve Fund (A-2)	-	63,067	63,067
Revenue Fund (A-1)	-	68,307	68,307
Revenue Fund (A-2)	-	103,121	103,121
Prepaid Items	8,750	-	8,750
Deposits	15,891	-	15,891
<b>TOTAL ASSETS</b>	<b>\$ 2,239,077</b>	<b>\$ 294,438</b>	<b>\$ 2,533,515</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 66,158	\$ -	\$ 66,158
Accrued Expenses	9,240	-	9,240
Due To Other Funds	30,463	-	30,463
<b>TOTAL LIABILITIES</b>	<b>105,861</b>	<b>-</b>	<b>105,861</b>
<b>FUND BALANCES</b>			
<b>Nonspendable:</b>			
Prepaid Items	8,750	-	8,750
Deposits	15,891	-	15,891
<b>Restricted for:</b>			
Debt Service	-	294,438	294,438
<b>Assigned to:</b>			
Operating Reserves	287,644	-	287,644
Reserves - Fences / Walls	279,343	-	279,343
Reserves - Gate/Entry Features	44,960	-	44,960
Reserves - Irrigation System	111,267	-	111,267
Reserves - Other	105,145	-	105,145
Res-Pav/Concrete/Basin/Curb	516,543	-	516,543
Reserves - Ponds / Lakes	213,518	-	213,518
Reserves-Reserve Study	5,465	-	5,465
<b>Unassigned:</b>	<b>544,690</b>	<b>-</b>	<b>544,690</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,133,216</b>	<b>\$ 294,438</b>	<b>\$ 2,427,654</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,239,077</b>	<b>\$ 294,438</b>	<b>\$ 2,533,515</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-21 ACTUAL</u>
<b>REVENUES</b>				
Interest - Investments	\$ 20,000	\$ 5,508	27.54%	\$ 258
Interlocal Agreement	40,000	-	0.00%	-
Interest - Tax Collector	2,000	163	8.15%	-
Special Assmnts- Tax Collector	1,188,895	1,180,096	99.26%	8,733
Special Assmnts- Other	1,000	240	24.00%	-
Special Assmnts- Discounts	(47,556)	(42,957)	90.33%	118
Other Miscellaneous Revenues	-	6,178	0.00%	-
<b>TOTAL REVENUES</b>	<b>1,204,339</b>	<b>1,149,228</b>	<b>95.42%</b>	<b>9,109</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	5,000	5,000	100.00%	1,000
FICA Taxes	383	449	117.23%	143
ProfServ-Arbitrage Rebate	1,200	1,800	150.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	25,000	54,616	218.46%	7,604
ProfServ-Legal Services	20,000	20,195	100.98%	1,712
ProfServ-Mgmt Consulting	60,000	55,000	91.67%	5,000
ProfServ-Property Appraiser	2,196	2,196	100.00%	-
ProfServ-Special Assessment	5,330	5,392	101.16%	-
ProfServ-Trustee Fees	7,000	7,596	108.51%	-
Auditing Services	5,900	5,800	98.31%	-
Website Compliance	3,765	1,707	45.34%	-
Postage and Freight	800	645	80.63%	159
Insurance - General Liability	12,618	11,905	94.35%	-
Printing and Binding	2,500	2,309	92.36%	615
Legal Advertising	600	1,200	200.00%	-
Miscellaneous Services	2,100	1,965	93.57%	59
Misc-Assessment Collection Cost	2,000	2,019	100.95%	-
Office Supplies	250	255	102.00%	75
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>157,817</b>	<b>180,224</b>	<b>114.20%</b>	<b>16,367</b>

**Field**

ProfServ-Field Management	85,000	72,917	85.78%	7,083
Contracts-Lake and Wetland	25,140	24,511	97.50%	3,184
Contracts-Fountain	13,356	12,103	90.62%	4,738
Communication - Teleph - Field	7,600	4,629	60.91%	759
Electricity - Streetlights	63,000	67,083	106.48%	7,210

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-21 ACTUAL</u>
Utility - Water & Sewer	69,000	70,555	102.25%	7,687
Streetlights Gated	70,000	57,028	81.47%	5,610
Streetlights Non-Gated	112,000	92,667	82.74%	9,242
R&M-Common Area	10,000	31,853	318.53%	11,737
R&M-Fountain	8,400	4,813	57.30%	182
Misc-Contingency	30,000	21,075	70.25%	247
Holiday Lighting & Decorations	17,500	17,500	100.00%	-
<b>Total Field</b>	<b>510,996</b>	<b>476,734</b>	<b>93.30%</b>	<b>57,679</b>
<b><u>Landscape Services</u></b>				
Contracts-Landscape	354,723	325,163	91.67%	29,560
Contracts-Landscape Consultant	2,000	1,400	70.00%	-
Contracts-Mulch	30,000	29,670	98.90%	-
Contracts-Annuals	23,809	18,354	77.09%	-
Lease - Building	7,440	6,820	91.67%	620
R&M-Irrigation	28,000	4,288	15.31%	-
R&M-Trees and Trimming	9,600	71,250	742.19%	-
R&M-Plant&Tree Replacement	35,000	44,471	127.06%	-
<b>Total Landscape Services</b>	<b>490,572</b>	<b>501,416</b>	<b>102.21%</b>	<b>30,180</b>
<b><u>Reserves</u></b>				
Reserve	119,000	-	0.00%	-
<b>Total Reserves</b>	<b>119,000</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>1,278,385</b>	<b>1,158,374</b>	<b>90.61%</b>	<b>104,226</b>
Excess (deficiency) of revenues Over (under) expenditures	(74,046)	(9,146)	12.35%	(95,117)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(74,046)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(74,046)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (74,046)	\$ (9,146)	12.35%	\$ (95,117)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>2,142,362</b>	<b>2,142,362</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,068,316</b>	<b>\$ 2,133,216</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-21 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 15	0.75%	\$ 1
Interest - Tax Collector	1,250	102	8.16%	-
Special Assmnts- Tax Collector	743,127	738,902	99.43%	5,425
Special Assmnts- Prepayment	-	755	0.00%	-
Special Assmnts- Discounts	(29,725)	(27,431)	92.28%	64
<b>TOTAL REVENUES</b>	<b>716,652</b>	<b>712,343</b>	<b>99.40%</b>	<b>5,490</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	14,863	1,262	8.49%	-
<b>Total Administration</b>	<b>14,863</b>	<b>1,262</b>	<b>8.49%</b>	<b>-</b>
<b>Debt Service</b>				
Principal Debt Retirement A-1	198,000	198,000	100.00%	-
Principal Debt Retirement A-2	271,000	271,000	100.00%	-
Interest Expense Series A-1	87,916	87,916	100.00%	-
Interest Expense Series A-2	147,830	147,830	100.00%	-
<b>Total Debt Service</b>	<b>704,746</b>	<b>704,746</b>	<b>100.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>719,609</b>	<b>706,008</b>	<b>98.11%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(2,957)	6,335	-214.24%	5,490
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(2,957)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(2,957)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (2,957)	\$ 6,335	-214.24%	\$ 5,490
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>288,103</b>	<b>288,103</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 285,146</b>	<b>\$ 294,438</b>		

**Notes to the Financial Statements**  
**August 31, 2021**

**General Fund**

▶ **Assets**

- **Cash and Investments** - The district has one Money Market and one General Fund account with Bank United. Suntrust Bank - GF has been closed (See Cash & Investments Report).
- **Prepaid Items** - Christmas lights deposit.
- **Due from Other Funds** - Amount due from General Fund to Debt Service for assessment collections.
- **Deposits** - Duke Energy and OCU utility deposits.

▶ **Liabilities**

- **Accounts Payable** - Invoices for current month but not paid in current month.
- **Accrued Expenses** - Lake & Fountain maintenance & Pressure washing.
- **Due to Other Funds** - Funds owed to Debt service for Tax Assessments collected.

▶ **Fund Balance**

- **Assigned To:** Reserves assigned by the board.

Operating Reserves	\$	287,644
Fences, Walls		279,343
Gates, Entry Features		44,960
Irrigation System		111,267
Other		105,145
Pavement, Concrete, Catch Basins, Curb Inlets		516,543
Ponds, Lakes		213,518
Reserve Study		5,465

<b>Total Reserves</b>	<b>\$</b>	<b>1,563,885</b>
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**Revenue & Expenses - All Funds**  
**August 31, 2021**

**Financial Overview / Highlights**

**Revenues**

Total General Fund Non-Ad Valorem assessments are 99% collected.  
Total General Fund expenditures and reserves are at 91% below the prorated 92% of the adopted budget.  
Special Assessments Other: CVS reimbursement for the shared cost of streetlighting & landscaping.  
Other Miscellaneous Revenue: Property Damage reimbursement check & Solitude Lake reimbursement for overpayment (Nov '20).

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
ProfServ - Arbitrage Rebate	\$ 1,200	\$ 1,800	150%	Arbitrage fees paid in full.
ProfServ-Engineering	\$ 25,000	\$ 54,616	218%	Champlain security fence, Encore Apartments project fees, Stormwater master plan, Side walk & Monument entrance issues.
ProfServ-Legal Services	\$ 20,000	\$ 20,195	101%	Agreement drafts, meeting attendance and follow up work for CDD.
ProfServ-Property Appraiser	\$ 2,196	\$ 2,196	100%	Property appraiser fees are paid in full.
ProfServ-Special Assessment	\$ 5,330	\$ 5,392	101%	Assessment roll service paid in full.
ProfServ-Trustee Fees	\$ 7,000	\$ 7,596	109%	Trustee Fees paid in full for 2017 Series.
Auditing Services	\$ 5,900	\$ 5,800	98%	Auditing fees are paid in full.
Insurance-General Liability	\$ 12,618	\$ 11,905	94%	Insurance is paid in full for General Liability / Property.
Legal Advertising	\$ 600	\$ 1,200	200%	Meeting Notices & Legal Ad's.
Miscellaneous Services	\$ 2,100	\$ 1,965	94%	Bank fees & Inframark fees for Go Daddy.com email & renewals.
Annual District Filing Fee	\$ 175	\$ 175	100%	Annual fee paid in full.
<b><u>Field</u></b>				
Contracts-Lake and Wetland	\$ 25,140	\$ 24,511	97%	Price increase from \$2,095 to \$2,158 per month.
Electricity-Streetlights	\$ 63,000	\$ 67,083	106%	Increased Electricity usage from PY.
Utility-Water & Sewer	\$ 69,000	\$ 70,555	102%	Increased Water usage from PY.
R&M-Common Area	\$ 10,000	\$ 31,853	319%	Pressure washing of Sidewalks above budgeted amount.
Holiday Lighting & Decorations	\$ 17,500	\$ 17,500	100%	Decorations paid in full.
<b><u>Landscape Services</u></b>				
Contracts-Landscape Consultant	\$ 2,000	\$ 1,400	70%	Not a monthly contract.
Contracts-Mulch	\$ 30,000	\$ 29,670	99%	Mulch services were completed in January.
Contracts-Annuals	\$ 23,809	\$ 18,354	77%	Seasonal Annuals were done in December and May.
R&M-Trees and Trimming	\$ 9,600	\$ 71,250	742%	Tree removal higher than budgeted amount.
R&M-Plant&Tree Replacement	\$ 35,000	\$ 44,471	127%	Plant & Tree replacement higher than budgeted amount.

**2017 Debt Service Fund**

- **Interest Expense** - Interest payments on Series A-1 & 2 paid in Full.
- **Principal Payment** - Principal payments on Series A-1 & 2 paid in full.

VISTA LAKES  
Community Development District

**Supporting Schedules**

***August 31, 2021***

**VISTA LAKES**

Community Development District

**Non-Ad Valorem Special Assessments - Orange County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2021**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND	
					General Fund	Debt Service 2017 Fund
<b>Assessments Levied FY 2021</b>				\$ 1,932,022	\$ 1,188,895 62%	\$ 743,127 38%
11/09/20	\$ 8,561	\$ 449	\$ -	\$ 9,010	\$ 5,395	\$ 3,615
11/16/20	23,556	964	-	24,520	15,991	8,528
11/23/20	60,072	2,503	-	62,575	40,830	21,745
12/07/20	108,272	4,511	-	112,784	69,585	43,199
12/10/20	184,365	7,682	-	192,047	116,754	75,293
12/21/20	144,343	6,014	-	150,358	93,437	56,921
01/11/21	806,439	33,600	-	840,039	503,847	336,192
02/03/21	211,273	8,915	3,281	223,468	137,352	86,116
03/03/21	82,681	3,311	-	85,992	53,688	32,304
04/19/21	99,902	2,935	-	102,837	67,240	35,597
05/17/21	26,576	310	-	26,885	17,684	9,201
06/14/21	53,363	4	-	53,368	34,887	18,481
07/19/21	21,585	(629)	-	20,957	14,671	6,285
08/12/21	14,339	(182)	-	14,158	8,733	5,425
<b>TOTAL</b>	<b>\$ 1,845,329</b>	<b>\$ 70,388</b>	<b>\$ 3,281</b>	<b>\$ 1,918,998</b>	<b>\$ 1,180,096</b>	<b>\$ 738,902</b>
<b>% COLLECTED</b>				<b>99%</b>	<b>99%</b>	<b>99%</b>
<b>TOTAL OUTSTANDING</b>				<b>\$ 13,024</b>	<b>\$ 8,800</b>	<b>\$ 4,225</b>

**Cash and Investment Report**  
**August 31, 2021**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	Bank United	N/A	0.00%	\$ 189,484
Money Market Account	BankUnited	N/A	0.25%	\$ 2,024,952
			<b>Subtotal General Fund</b>	<b>\$ 2,214,436</b>
<b>DEBT SERVICE FUND</b>				
<b>Series 2017 A-2 Prepayment</b>				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 755
<b>Series 2017 A-1 Reserve account</b>				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 28,725
<b>Series 2017 A-2 Reserve account</b>				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 63,067
<b>Series 2017 A-1 Revenue account</b>				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 68,307
<b>Series 2017 A-2 Revenue account</b>				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 103,121
			<b>Subtotal Debt Service Fund</b>	<b>\$ 263,975</b>
			<b>Total</b>	<b>\$ 2,478,411</b>

**Vista Lakes CDD**

Bank Reconciliation

Bank Account No. 5060 Bank United GF  
 Statement No. 08-21  
 Statement Date 8/31/2021

<b>G/L Balance (LCY)</b>	189,483.98	<b>Statement Balance</b>	203,683.96
<b>G/L Balance</b>	189,483.98	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>		
<b>Subtotal</b>	189,483.98	<b>Subtotal</b>	203,683.96
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	14,199.98
	<hr/>	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	189,483.98	<b>Ending Balance</b>	189,483.98
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
2/12/2021	Payment	444	CARLA S. DALY	184.70	0.00	184.70
8/9/2021	Payment	537	FRANK J. SEBESTYEN	184.70	0.00	184.70
8/23/2021	Payment	543	FEDEX	150.02	0.00	150.02
8/30/2021	Payment	544	HOME DEPOT CREDIT SVS	139.14	0.00	139.14
8/30/2021	Payment	545	INFRAMARK, LLC	12,782.22	0.00	12,782.22
8/31/2021	Payment	DD516	AT&T	759.20	0.00	759.20
<b>Total Outstanding Checks.....</b>				<b>14,199.98</b>		<b>14,199.98</b>

## **Fourth Order of Business**

**4Ai**



September 22, 2021

MSC-22024

Mr. Bob Koncar  
Regional Manager  
Vista Lakes Community Development District  
313 Campus Street  
Celebration, Florida 34747

**Re: Vista Lakes Community Development District  
Fiscal Year 2021/2022 District Engineer Services**

Dear Bob:

The purpose of this proposal is to respectfully request authorization to provide professional engineering services associated with the above referenced community. Specifically, to perform the following services during Fiscal Year 2021/2022 (through September 30, 2022):

1. Prepare for and attend the bi-monthly Vista Lakes Community Development District (CDD) Board of Supervisors meetings.
2. Prepare for and conduct field reviews with the CDD Board Members and/or Inframark Management Services to investigate known problem areas and/or evaluate potential areas in need of repairs (e.g., localized flooding of City roads, failing infrastructure, etc.).
3. Update the Stormwater Infrastructure Exhibit which depicts the primary (stormwater ponds and outfall systems) and secondary (inlets and storm sewer pipes) stormwater systems within the Vista Lakes Community. The Stormwater Infrastructure Exhibit will continue to be updated based on permitted construction plans, as-built drawings, surveys, and field reviews.
4. Assist the CDD Board Members and/or Inframark with current projects (e.g., irrigation meters, wetland conservation maintenance program, solar lights, privacy fences, monument entrance structure, etc.).

---

*"Engineering a Higher Standard"*

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

[www.pegasusengineering.net](http://www.pegasusengineering.net)

Mr. Bob Koncar  
September 22, 2021  
Page 2

5. Coordinate with subconsultants (e.g., surveyors, geotechnical engineers, and environmental scientists) to provide services requested by the CDD (e.g., perform specific-purpose survey services, utility locates, preparation of easement documents, subsurface investigations, pavement cores, etc.).
6. Prepare conceptual plans and cost estimates in order to solicit / request bids from qualified general contractors.
7. Perform miscellaneous stormwater engineering services, such as computer modeling revisions of the master stormwater system based on future development and/or modifications to the drainage systems.

The above described services will be performed for an hourly not-to-exceed fee amount of **\$50,000** (refer to the attached Hourly Rate Sheet). Reimbursable expenses such as mileage, photocopies, and plotting of drawings and exhibits, as well as requested subconsultant services, incurred in connection with the above described work, will be invoiced separately from the labor costs.

We appreciate the opportunity to continue serving as the Vista Lakes CDD District Engineer. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at [david@pegasusengineering.net](mailto:david@pegasusengineering.net).

Respectfully,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM  
Stormwater Department Manager

Mr. Bob Koncar  
September 22, 2021  
Page 3

**Vista Lakes Community Development District  
Fiscal Year 2021/2022 District Engineer Services**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal  
Officer's Title

September 22, 2021  
Date

This Proposal is hereby accepted and authorization to proceed is hereby given.  
(Please return one executed copy of this proposal for our Pegasus Engineering records).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Date

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# Attachment “A”

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## Hourly Rate Sheet

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# Vista Lakes

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 HOURLY RATE SCHEDULE	
Senior Project Manager	\$195.00 / Hour
Project Manager	\$190.00 / Hour
Senior Project Engineer	\$180.00 / Hour
Project Engineer	\$150.00 / Hour
Senior Designer	\$100.00 / Hour
Senior CADD / GIS Technician	\$100.00 / Hour
Designer	\$90.00 / Hour
Word Processor / Clerical	\$80.00 / Hour
Mileage	0.56¢ / mile
Copies and Prints (In-House)	
Black and White Copies	
8.5 x 11	\$0.10 / page
11 x 17	\$0.15 / page
Color Copies	
8.5 x 11	\$1.00 / page
11 x 17	\$1.50 / page
Plots (In-House)	
All Color Plots	\$5.00 / SF
All B&W Sizes	\$0.15 / SF
Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

**4Ci**



# **September 2021 Field Inspection Report**

**Vista Lakes CDD**

**Wednesday, September 15, 2021**

**Prepared For Board Of Supervisors**

**46 Items Identified**





Item 1

Assigned To Servello

Provide proposal to repair damaged turf. Cable company trucks were working in this area during the inspection



Item 2

Assigned To Servello

Provide update to the Board on when the conservation areas will be cut back. Last time we discussed this, Servello stated in September this work was to begin.



Item 3

Assigned To Servello

Chemical edging needs to stop immediately. Please use a metal blade edger to complete this task



Item 4

Assigned To Servello

Servello to investigate why area West of Avon entrance is constantly under water. Check for line break



Item 5

Assigned To Board Of Supervisors  
Sidewalk pressure washing  
completed East of Avon entrance,  
minor yellowing on the edges  
from chemicals used to clean the  
sidewalks.



Item 6

Assigned To Servello  
Provide a proposal to replace  
damaged Arbicola at Avon  
fountain, caused by vehicle  
accident



Item 7  
Assigned To Servello  
Trim pigmy palms at the Avon  
Fountain



Item 8  
Assigned To Inframark  
Lights were on at the Avon  
Fountain, investigate photocell



Item 9

Assigned To Inframark

Provide a proposal to move fountain overflow drain to edge of sidewalk to avoid over saturated turf and eliminate rutting in grass



Item 10

Assigned To Inframark

Photocell at Avon fountain is bad and needs to be replaced



Item 11  
Assigned To Inframark  
Provide pressure washing services  
to the brick wall at the Avon  
fountain



Item 12  
Assigned To Servello  
Lift Crape Myrtles at intersection  
of Passaic Pwky and Lee Vista Blvd.  
These are a line of sight issue



Item 13

Assigned To Servello

Entry wall bed at Warwick is covered in weeds, please hand pull and spray to correct



Item 14

Assigned To Servello

Recommend reducing or eliminating irrigation run times in turf areas on Passaic Pky



Item 15  
Assigned To Solitude  
Fountain in pond #8 (inside Warwick) has a timer issue. Please investigate and provide proposal for repairs



Item 16  
Assigned To Servello  
Servello is reminded to avoid clippings entering the waterways as best as possible.



Item 17

Assigned To Board Of Supervisors  
Jorge sanded and painted that  
bollards at the entry to the  
Warwick trail



Item 18

Assigned To Board Of Supervisors  
Pond shoreline weed control  
taking place in ponds visited  
during the inspection.



Item 19

Assigned To Servello

Behind the homes on Windham Harbour Ave, the PVC fence needs the base kept clean with line trimmers and non-selective herbicide around posts to avoid damaging the PVC



Item 20

Assigned To Servello

Behind the homes along Chelsea Harbour, contractor is reminded to maintain a 10' buffer between the fence and wood line. Currently this is not being done



Item 21

Assigned To Board Of Supervisors  
Paddle boat is still being stored on  
the bank of pond 8



Item 22

Assigned To Board Of Supervisors  
New annuals were installed the  
week of 9/6, contractor is  
reminded to provide premium  
annuals each rotation and  
warranty plants that fail due to  
negligence



Item 23

Assigned To Board Of Supervisors  
Jorge repaired missing planks  
along the wood stockade fence  
along Lake Carlisle Blvd.



Item 24

Assigned To Inframark  
Styrofoam wall along Lake Carlisle  
Blvd is in need of repair



Item 25

HOA manager is claiming that this electrical box is CDD and needs to be repaired, it is located on Somerville Pointe Pl



Item 26

Monitor Sylvester Palm just inside the Vista Park gate. Seed pods Servello and dead fronds need to be removed



Item 27

Assigned To Servello

Replace sod under warranty, this damaged was report to Servello in July. Mowers caused the rutting. Also, investigate why this area continues to hold water. Possible line leak



Item 28

Assigned To Servello

Other end of Chelsea Harbour fence line that is not being maintained



Item 29  
Assigned To Servello  
Berm along pond #6 by the Home Depot Fountain is not being maintained



Item 30  
Thin out and clean Chinese fan palms behind the Home Depot Fountain



Item 31

Assigned To Servello

Provide a schedule on when palm trimming will be completed throughout the community



Item 32

Assigned To Servello

Damaged turf caused by City trucks working in the easement. Provide a proposal to replace



Item 33

Assigned To Servello

Bed and trees overrun with weeds across from CareSpot Orlando on Lee Vista Blvd. Please clean this bed up



Item 34

Assigned To Servello

Berm behind wood fence along Bayboro Court is not being maintained. Please correct and add to normal mowing services



Item 35

Assigned To Board Of Supervisors  
Servello Irrigation team was onsite during our inspection making needed irrigation repairs.



Item 36

Assigned To Servello  
Provide a proposal to repair damaged turf along Lee Vista Blvd. before the Home Depot Fountain



Item 37

Assigned To Servello

Provide proposal to repair rutting just NW of Chickasaw and Vista Park Blvd.



Item 38

Assigned To Servello

Push back Philodendron off pillars and fence at Chickasaw Trail intersection



Item 39

Assigned To Servello

Provide proposal to remove Jasmine Minima at Chickasaw intersection. This bed is overrun with oweeds



Item 40

Assigned To Board Of Supervisors

David Hamstra an Inframark have filed the permits for irrigation meters with the County. We are awaiting approval



Item 41  
Assigned To Board Of Supervisors  
Photo of CDD encroachment by  
resident



Item 42  
Assigned To Servello  
Remove windfall and tree limbs  
from berm along Stafford Springs  
Trail



Item 43  
Assigned To Servello  
Lift limbs off CDD fence behind  
Stafford Springs Trail



Item 44  
Assigned To Servello  
Provide a proposal to remove  
declining oak tree along  
Chickasaw Trail before Lake  
Champlain



Item 45

Assigned To Servello

Odyssey Park cut through, Servello has not replaced under warranty any of the trees. Water bags are still empty. This area has a water meter pending approval from the County.



Item 46

Assigned To Inframark

Provide price to replace damaged/uneven panels along Odyssey Park walk way

Brett Perez  
Inframark Management Services

In reference to Item 15 of the Field Inspection Report for Vista Lakes,

9/15/2021 - Reset Fountain #8 timer, everything working normal.

9/21/2021 - Checked timers, everything working normal, no timer problems found.

Thank you,

Greg Baxter

Senior Aquatic Specialist

Solitude Lake management

**4Cia**

# Proposal



261 Springview Commerce Drive  
 DeBary, FL 32713  
 Telephone 386-753-1100  
 Fax 386-753-1106

Date	Proposal #
09/23/2021	5950

Submitted To
<b>Vista Lakes CDD</b> Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

## Scope

*We propose to furnish the following scope of work to complete Vista Lakes CDD.*

### Bedding Plants

Location: Avon marque fountain  
 Replace plant material damaged by a vehicle.

Description	Quantity	Unit	Price
Trinette	8.00	3G	128.00
<b>Subtotal Bedding Plants</b>			128.00
<b>Project Total</b>			\$128.00

Vista Lakes CDD

**Proposal # 5950**

**Project Total**

\$128.00

**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: Jeffery Cornett 9/23/2021 Accepted: \_\_\_\_\_  
 Servello & Son, Inc. Date Vista Lakes CDD Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**

# Proposal



261 Springview Commerce Drive  
 DeBary, FL 32713  
 Telephone 386-753-1100  
 Fax 386-753-1106

Date	Proposal #
09/23/2021	5951

Submitted To
<b>Vista Lakes CDD</b> Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

## Scope

*We propose to furnish the following scope of work to complete Vista Lakes CDD.*

## Sod

Location: Avon  
 Proposal to replace the damaged turf done by car accident.

Description	Quantity	Unit	Price
St Augustine Floratam Strip & Lay	400.00	1sF	620.00
<b>Subtotal Sod</b>			620.00
<b>Project Total</b>			\$620.00

Vista Lakes CDD

<b>Proposal # 5951</b>	<b>Project Total</b>	<b>\$620.00</b>
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**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Jeffery Cornett</u>	<u>9/23/2021</u>	Accepted: _____	
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**

# Proposal



261 Springview Commerce Drive  
DeBary, FL 32713  
Telephone 386-753-1100  
Fax 386-753-1106

Date	Proposal #
09/23/2021	5953

Submitted To
<b>Vista Lakes CDD</b> Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

### Scope

*We propose to furnish the following scope of work to complete Vista Lakes CDD.*

### Sod

Proposal to install new St. Augustine to all areas damaged by cars driving on turf throughout all the community.

Description	Quantity	Unit	Price
St Augustine Floratam Strip & Lay	800.00	1sF	1,240.00
<b>Subtotal Sod</b>			1,240.00
<b>Project Total</b>			\$1,240.00

Vista Lakes CDD

**Proposal # 5953**

**Project Total**

\$1,240.00

**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Jeffery Cornett</u>	<u>9/23/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.  
**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**

# Proposal



261 Springview Commerce Drive  
 DeBary, FL 32713  
 Telephone 386-753-1100  
 Fax 386-753-1106

Date	Proposal #
09/23/2021	5954

Submitted To	Project
<b>Vista Lakes CDD</b> Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071	Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

## Scope

*We propose to furnish the following scope of work to complete Vista Lakes CDD.*

### Arbor Services

Proposal to remove and dispose of existing dead trees.

Location: Brickwall between Melrose and Lake Champion.

Location: Lee Vista Blvd, corner of Brickwall

Description	Quantity	Unit	Price
Remove and dispose of existing dead trees.	2.00	ea	2,400.00
Rental of Bobcat	1.00	ea	675.00
Bobcat operator labor	1.00	ea	390.00
Dump fees	1.00	ea	500.00

<b>Subtotal Arbor Services</b>	3,965.00
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<b>Project Total</b>	\$3,965.00
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Vista Lakes CDD

**Proposal # 5954**

**Project Total**

\$3,965.00

**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Jeffery Cornett</u>	<u>9/23/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.  
**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**

**4Di**

**VISTA LAKES CDD MONUMENT & SIGN PROJECT**

VENDORS ARE PRESENTED IN ALPHABETICAL ORDER

VENDOR	CONTACT	PHONE	EMAIL	STATUS UPDATES
Creative Signs	Matthew	407-293-9393	<a href="mailto:Matthew@creativesignsinc.com">Matthew@creativesignsinc.com</a>	08.23.21  Documents received for review. 08.25.21 Recv'd email that Matthew is working on locating a GC to perform necessary masonry work. 09.03.21 Per an email from Matthew about the lack of specific site drawings and completing a bid: "Unfortunately my guess if probably as good as yours if I'm including the wall. The wall would be the large majority of the cost and I would be subcontracting that out so I can't really get an estimate. if I had to throw a blind guess out is would say it would be \$25,000 +" 09.15.21 Sent follow up email to vendor requesting proposal. 09.15.21 Recvd email from Matthew stating "Unfortunately the information that was provided is not enough for me to give an approximate number". Of note vendor was provided all current information provided to this office. 09.20.21 Sent email asking if he was unable to provide proposal. Recvd email stating yes, unable to provide proposal.
Infinity Signs & Graphics	Suri	O: 407-537-0466 Cell: 407-289-9960	<a href="mailto:T.Suri@InfinitySignIndustries.com">T.Suri@InfinitySignIndustries.com</a>	08.23.21  Documents received for review. Will try to go out for site review 08.23.21 Update 09.07.21 Emailed & spoke w/ Suri. Clarified a couple of questions. He reports should have a proposal to submit by end of business 9/10/21. 09.15.21 Follow up email sent. 09.15.21 Recvd email from Suri states still working on and will have designs 09.16.21. 09.20.21 Still have not recvd propsoal. Sent follow up email again to Suri.
L & J Signs	Tony	407-650-9939	<a href="mailto:Tony@LnJsigns.com">Tony@LnJsigns.com</a>	08.23.21  Documents received for review. 09.15.21 Follow up email sent to vendor. 09.15.21 Recvd email from Tony, states very busy and can work on this in another week. 09.20.21 Let Tony know would still like his proposal.

Lighthouse Sign Services	Chris	O: 863-400-3660 Cell: 407-591-9715	<a href="mailto:Sales.Lighthousesigns@gmail.com">Sales.Lighthousesigns@gmail.com</a>	08.23.21	Documents received for review. 09.07.21 Sent email to vendor requesting update status for proposal. 09.07.21 Recvd email response from vendor: I apologize for the late response . We've been backed up due to shutting down for a few days due to Covid. I will work on this first thing in the morning and get back with you immediately. 09.20.21 Sent follow up email requesting update.
Rivera Tile and Stone	Nemo	O: 407-275-0571 Cell: 407-443-7622	<a href="mailto:Rivera@riveratileandstone.com">Rivera@riveratileandstone.com</a>	08.06.21	Spoke with vendor. Need engineer documentation. 08.23.21 Left voicemail & sent documentation to vendor. 08.26.21 Rcv'd email from vendor acknowledging receipt of documents. 09.07.21 Sent email to vendor requesting update status for proposal. 09.07.21 Email recvd from vendor: Hoping to get to it tonight, or by tomorrow. Thanks for your patience. We are simultaneously swamped and short-handed as far as office personnel. 09.14.21 Proposal received and forwarded to Angel.
Signs Now Orlando	Jeanne	321-300-1229	<a href="mailto:Jeanne@allegraorlando.com">Jeanne@allegraorlando.com</a>	08.23.21	Documents received for review. 08.23.21 -Received email from vendor stating: Hi Julie, Thank You for the opportunity but I sadly have to do a no bid on this, after talking to my sign department this project is not in our wheel house so to speak as we normally just add/change the lettering to existing monuments. We don't have a brick layer/mason to build from scratch.
Wholesale Signs Fabricators	Tony	407-426-4023	<a href="mailto:Info@wsfsign.com">Info@wsfsign.com</a>	08.23.21	Documents received for review. 09.07.21 Requested update status from vendor regarding proposal submission. 09.15.21 Sent follow up email requesting input and proposal. 09.20.21 Still no response from last email.



(407) 270-6733  
 1887 Central Florida Pkwy.  
 Orlando- FL. 32837  
 www.infinitysignsindustries.com

Project Name: **Vista Lakes**  
 Project Owner: **Vista Lakes**  
 Scope of Work:  
 Fabricate and install new S/S monumet sign non illuminated

Project Address:  
 Chickasaw and Red Bay Drive | Orlando, FL 32829

Permitting jurisdiction:

All drawings are reviewed and approved by

Wayne Gandy, PE. License No. 33134  
 720 S Orange Blossom Trail. Orlando,  
 Florida 32805  
 Phone: 407 432 5164  
 E. Mail: wgandy55@yahoo.com

### PROJECT SCHEDULE

Description	QTY	PG
S/S Monument Sign	One (01)	A.0- A.2

### SHEETS INDEX

Sheet Title	PG
Site Survey	2
Size and Design	3
3D Renders	4
Monument Sign View	5

# Vista Lakes

## Chickasaw and Red Bay Drive | Orlando, FL 32829

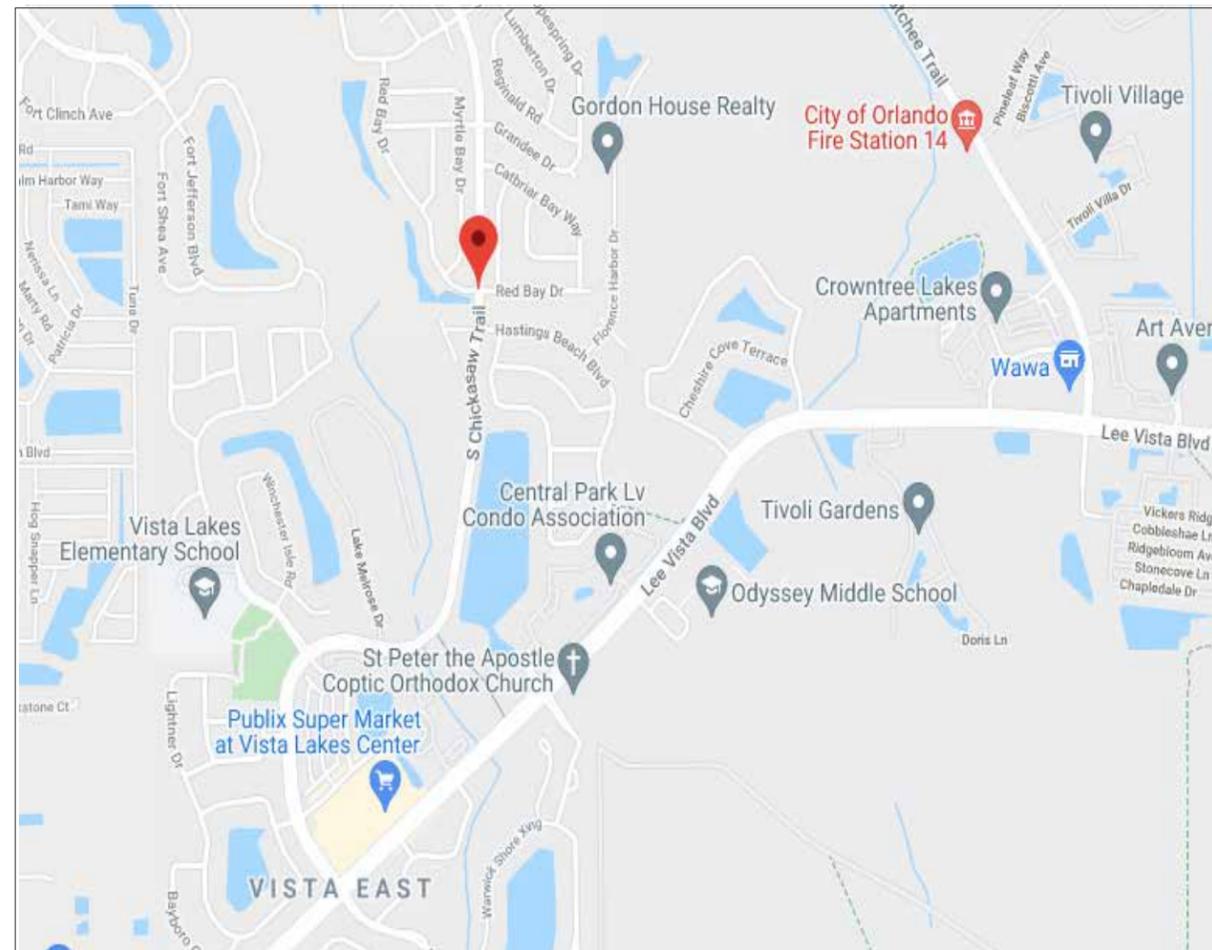
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**PLEASE REVIEW THIS PROOF CAREFULLY**

We do our best to make sure things are correctly, but is your responsability to review all spelling and content for accuracy. Infinity Signs & Graphix will not be responsible for any errors in spelling, accurracy, or layout after a proof has been approved.

Colors on finished product may vary slightly from electronic proof.

### Location Map



Wind Speed 140 mph  
 Mean Height 60 ft  
 All Wind Loads Meet 7th edition 2020 Florida Building code  
 These drawings are complied by NEC2017  
 Wind Code ASCE 7-16 Exposure C Risk Category II  
 Wind Pressure (WP) 48.19 psf  
 GCp =1.40 Total Pressure = WP\*SF 67.47 psf

Quality Control and UL certification  
 All products are subject to quality control inspection prior to leaving our facility.



Project Number  
 210273

Account Manager  
 T.Suri

Date Started  
 09/16/2021

Drawing approval date  
 Processing

Project Manager  
 T.Suri

Designer  
 Andrea Descartes

Drawing approved by  
 Processing

Number of revisions  
 REV # Date

## Site Survey

(407) 270-6733  
1887 Central Florida Pkwy.  
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File#E502940

## Size & Design

(407) 270-6733  
 1887 Central Florida Pkwy.  
 Orlando- FL. 32837  
 www.infinitysignsindustries.com

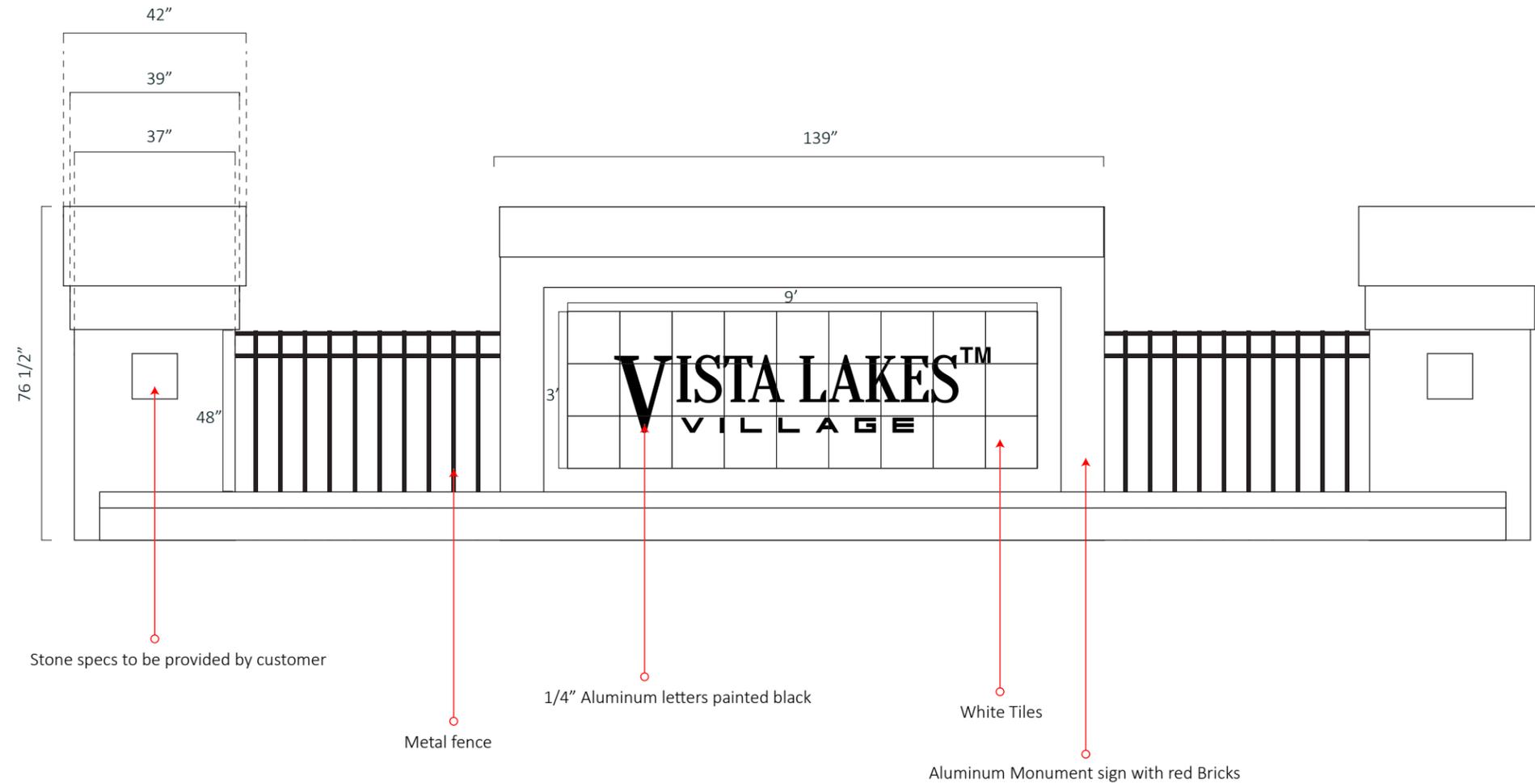
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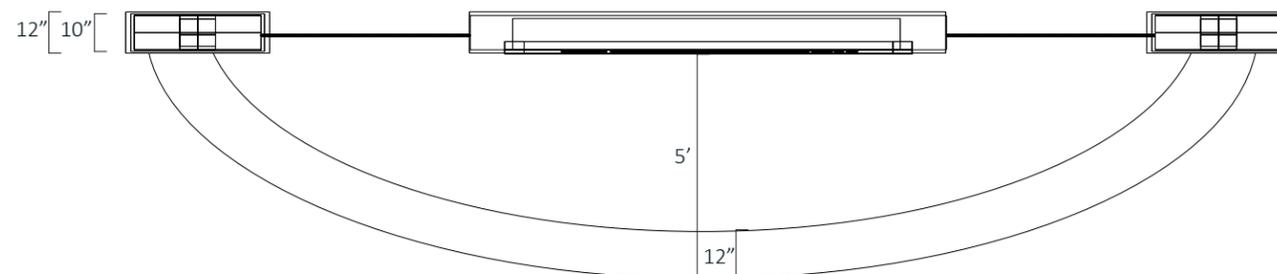
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### TOP VIEW



\*landscaping not included

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## 3D Renders

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 Wind Pressure (WP) 48.19 psf  
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## Monument Sign View

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**\*Mockup may not be accurate\***

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T.Suri

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Project Manager  
T.Suri

Designer  
Andrea Descartes

Drawing approved by  
Processing

Number of revisions  
REV # Date

# RIVERA TILE & STONE INC

Est. 1977 | Insured | Bonded | MBE

801 S. Chickasaw Trail, Orlando, Florida 32825 | t. 407-275-0571 | f. 407-275-5146 | e. [rivera@riveratileandstone.com](mailto:rivera@riveratileandstone.com) | s. [www.riveratileandstone.com](http://www.riveratileandstone.com)

DATE	INVOICE	PROPOSAL	CHANGE ORDER	JOB
9.8.21		<input checked="" type="checkbox"/>		Lee Vista

**GC:** Inframark

**REF:** Neighborhood Monument

---

**Description of Work:**

---

- Lee Vista Neighborhood Monument Build.
- Includes foundation, build up, and brick façade.
- Block, rebar, mortar, brick furnished and installed.
- 1st shift.
- Supervision.
- No permitting included. To be done by owner.
- No site work requested or included.
- No GeoReport requested or included.
- This is a best-case scenario budget guess. There are no plans, specs provided.

---

**(Supplies, Taxes, Labor & Insurance)..... \$66,900.00**

---

Thank you for the opportunity to quote and look forward to working with you. Please contact us should you have any questions.

Sincerely,

**Nehemias Rivera**

Senior Project Manager | Estimator

Rivera Tile and Stone, Inc.

If accepted, please sign and email or fax back to us

**4Dii.**

AERATION INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: Vista Lakes CDD Attn: Ms. Angel Montagna  
PROPERTY NAME: Vista Lakes CDD  
CONTRACT DATE: August 11, 2021  
SUBMITTED BY: Chris Byrne  
SPECIFICATIONS: Lake 9

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is \$73,288.00. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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## Lake 9 Aeration Installation Services Contract

Vista Lakes CDD (486280) - CB/EB

Page 2 of 5

of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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Lake 9 Aeration Installation Services Contract

Vista Lakes CDD (486280) - CB/EB

Page 3 of 5

both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VISTA LAKES CDD

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Please Remit All Payments to:

1320 Brookwood Drive Suite H  
Little Rock AR 72202

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453

\_\_\_\_\_

\_\_\_\_\_

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### SCHEDULE A -AERATION SYSTEM INSTALLATION SERVICES

#### Aeration System Install:

1. Company will install the following submersed air diffused aeration system(s):
  - 6 Vertex HF Air 5XL SH XL4 Aeration Systems
  - EACH Includes:
    - Two (2) ¾ HP Brookwood Compressors (115V)
    - Pressure Relief Valve
    - Pressure Gauge
    - Air Filter / Muffler Assembly
    - GFCI protection breaker
    - Lockable / Weatherproof / Sound Reducing Cabinet
    - Large Sound Kit Sub Assembly
    - Cabinet mounting pad
    - Cabinet Exhaust Fan
    - Five (5) Air Station Bottom Diffusers (30 total)
    - (Four Membrane / Self Cleaning)
    - Check Valves
    - Adjustable air distribution manifolds
    - Total of 21,400 ft. underwater self-weighted air delivery tubing (5/8" ID)
    - All labor and parts necessary for proper installation
    - Underground directional boring
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.
3. Electrical Services provided to include north installation for a single phase 240 volt 15HP lake fountain, existing electrical panel to be used. 100 Amp minimum ampacity required for the new fountain. New Breaker as required for Fountain Control Panel. Install electrical as required for 2 - 120V 20 Amp Circuits at 2 locations. Each location has an existing electrical panel to be utilized. Provide and install 2 electrical outlets at each location. Provide new breakers for the existing electrical panel.

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## Lake 9 Aeration Installation Services Contract

Vista Lakes CDD (486280) - CB/EB

Page 5 of 5

### Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants each system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

### General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# Vertex Water Features Pond and Lake Aeration

BOTTOM AERATION



## HF5 XL4™

The Vertex HF4 XL4™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, a HF4 XL4™ can aerate approximately 6-9 acres depending on shape, slope, oxygen demand and other factors. Two 3/4hp (1.12kW) Brookwood™ SafeStart™ compressors, housed in our rustproof aluminum outdoor cabinet, feed four bottom mounted XL AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



## FEATURES

### AIRSTATIONXL4™

- ◆ Total pumping capacity of up to 30,500 GPM
- ◆ Sixteen 9" flexible membrane discs with MicronBubble™ technology
- ◆ Self-cleaning, low maintenance
- ◆ Vacuum formed and sonic welded HDPE base units
- ◆ Lipped edge prevents sinking into soft bottom sediments
- ◆ 5-year "No Questions" warranty

### BROOKWOOD™ COMPRESSOR

- ◆ Two 3/4hp (1.12kW) - low electrical costs
- ◆ Vertex SafeStart™ Technology
- ◆ UL, 115v or 230v, 25 Max PSI
- ◆ Highest flow rate in its class
- ◆ Thermal overload protection
- ◆ 2-3 year extended duty cycle between scheduled maintenance
- ◆ Full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)

### QUIETAIR™ CABINET

- ◆ Class "A" GFCI protection on all 115V circuits
- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Two high capacity 290 CFM fans
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Disconnect switch
- ◆ Heavy duty, light weight mounting pad included
- ◆ Sound dampening kit optional
- ◆ Limited lifetime warranty against rust

### BOTTOMLINE™ TUBING

- ◆ Over-sized I.D. for high flow
- ◆ Self-weighted for easy installation
- ◆ Available in 100' and 500' increments
- ◆ 15-year Vertex warranty

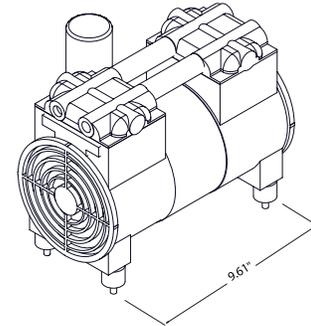
### BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Circulates entire water column
- ◆ Increases oxygen levels throughout water column
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases
- ◆ Safe entry – no electricity in the water
- ◆ Extremely energy efficient

# SPECIFICATIONS: HF4 XL4™ LAKE AERATION SYSTEM

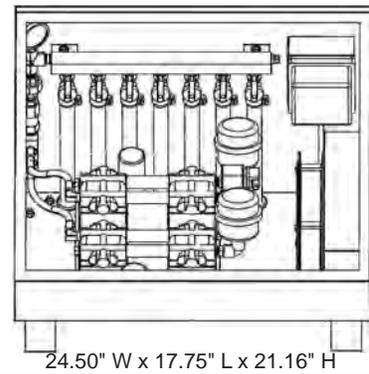
## BROOKWOOD™ COMPRESSOR

Two 3/4hp (1.12kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year warranty, excluding wearable parts (air filters and compressor maintenance kits).



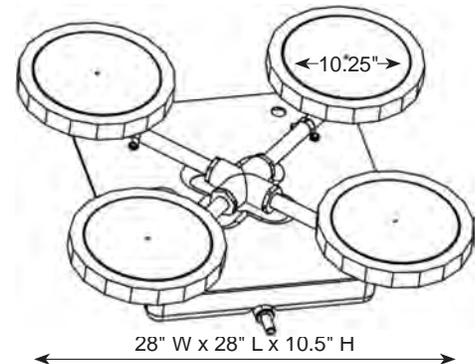
## QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation or grill to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



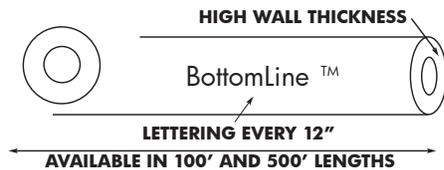
## AIRSTATION XL4™ ASSEMBLY

Each CoActive Airstation™ consists of four self-cleaning, 9" diameter flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles. Each diffuser station is equipped with a vacuum-formed HDPE base; sonic spot-welded to provide unit integrity. Base unit has a hollow chamber design for the addition of gravel ballast and a lipped design to prevent settling into soft bottom sediments. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



## BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



(844) 432-4303 • info@vertexwaterfeatures.com  
www.vertexwaterfeatures.com

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.  
©Vertex Water Features rev.051316



## FOUNTAIN INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: Vista Lakes CDD - Ms. Angel Montagna  
 PROPERTY NAME: Vista Lakes CDD - 8841 Lee Vista Blvd, Orlando, FL  
 CONTRACT DATE: August 12, 2021  
 SUBMITTED BY: Mr. Chris Byrne  
 SPECIFICATIONS: Lake 9 – Architectural Fountains, Inc. 15HP Fountain with 6-LED Light Set

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. THE SERVICES. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
  
2. PAYMENT TERMS. The fee for the Fountain Installation Services is \$23,500.00. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
  
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
  
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of

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Fountain Installation Services Contract  
Vista Lakes CDD (Lake 9) (0486280)-CB/SB  
Page 2 of 5

the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude. While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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Fountain Installation Services Contract  
Vista Lakes CDD (Lake 9) (0486280)-CB/SB  
Page 3 of 5

otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Vista Lakes CDD

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Please Remit All Payments to:

1320 Brookwood Drive Suite H  
Little Rock AR 72202

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451

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### SCHEDULE A – FOUNTAIN INSTALLATION

#### Fountain Installation:

1. Company will install the following floating surface aerator:
  - 1 Architectural Fountains, Inc. 15HP Fountain (240V/1PH)\*\*
    - Includes: Tiara Nozzle
    - 300 ft. of submersible power cable
    - Three (3) 25 ft. tether anchor ropes and suitable anchors
    - 46" diameter float.** Durable, UV resistant, polypropylene Black float with high resistance to color distortion--offers superior weatherability for long life
    - Float mounting assembly with all Stainless-Steel construction
    - Control Box with Time Clock for Pump Control and Photocell for Light Control
    - All labor and parts necessary for proper installation\*\*\*

#### Lighting Installation:

1. Floating Fountain will include an Architectural Fountains, Inc. LED Lighting Package
  - Includes: Six (6) Submersible 35 W LED Lights - stainless steel, adjustable angle with tempered lenses. Choice of available colors
  - 150 ft. of underwater lighting cable
  - All labor and parts necessary for proper installation

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 115V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. For all three-phase units customer must provide 208/240V or 460V power source with a 3-pole breaker for fountain control panel electrical connection and must be configured with 4 wire (3 hots + 1 neutral) and 1 ground wire for Control Panel to be connected. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

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General:

1. Company is a Manufacturer Certified Sales, Service, and Repair Company.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. All Fountains & Aerators are total component UL LISTED or ETL Listed.
4. Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
5. Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants the Architectural Fountain two (2) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants the light sets for two (2) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for two (2) years from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

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20 HP Tiara

HP	60 Hz (North America)										50 Hz (International)						
	PERFORMANCE			DEPTH	AMPS					KW	PERFORMANCE			DEPTH	AMPS		KW
	Ht. (Ft.)	Dia. (Ft.)	GPM	Min. Operating Water Depth (Inches)	Single Phase	Three Phase				Power Use	Ht. (m)	Dia. (m)	M <sup>3</sup> /H	Min. Operating Water Depth (Inches)	Three Phase		Power Use
				208v - 240v	208v	230v	460v	575v						230v	400v		
7.5	36	100	400	37	46/42	28	26	13	11	8	10	27	82	1,3	22	13	7
10	40	110	500	37	56/51	37	34	17	14	11	11	28	102	1,3	29	17	10
15	45	120	600	44	83/75	54	49	25	20	16	12	30	123	1,3	42	24	14
20	55	130	800	44		70	66	33	26	21	15	32	163	1,3	55	32	18
25	60	140	900	44		87	82	41	33	26	16	34	184	1,5	69	40	23
30	70	150	1100	57		104	93	47	37	31	19	36	225	1,5	83	47	27
40																	

**(6) HF 5XL**



**Legend**

Compressor Cabinet



XL AirStation



BottomLine Tubing

**Optional Equipment**



Shoreline Valve Box

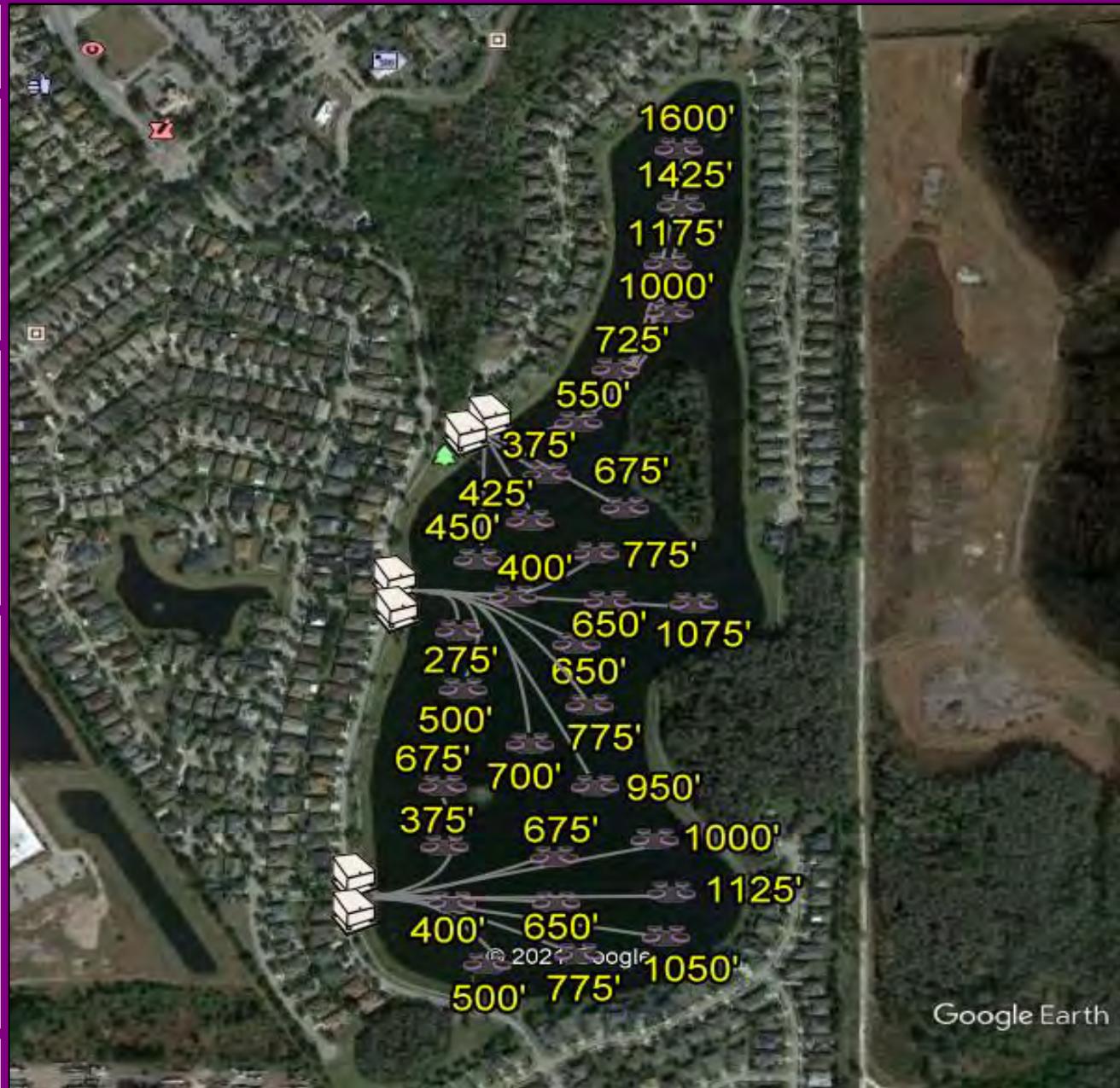


1" PVC Pipe

**Site and System Specifications**

Surface Acres:	66.2
Perimeter Feet:	8,847
Lake Volume, Gal.:	321,088,121
Total Acre Feet:	985
# of XL AirStations:	30
CFM / AirStation:	1.96
GPM / AirStation:	7,116
Daily Pumpage:	307,394,611
Turnovers/Day:	0.96
System PSI:	16.7

Date: 5/10/21



**4Div.**



## **Fifth Order of Business**

**5A**



**VISTA LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2023  
Orange County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than 12:00 a.m. on November 15, 2021 at the offices of the District Manager, located at 313 Campus Street, Celebration FL 34747. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit 7 physical copies and 1 electronic copy of the Proposal Documents and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Vista Lakes Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.