

**VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Thursday, February 1, 2024

Remote Participation:

Call in (audio only) + (646) 838-1601 129267111#



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935

Vista Lakes Community Development District

Board of Supervisors

Frank Sebestyen, Chairman
 Paula Edwards, Vice Chairman
 John DeCreotie, Assistant Secretary
 Carla Daly, Assistant Secretary
 Aaron Simmons, Assistant Secretary

Staff:

Jeanie Johnson, District Manager
 Scott Clark, District Counsel
 David Hamstra, District Engineer
 Melvin Medina, Maintenance Technician
 Vincent Morell, Field Services

Meeting Agenda

Thursday, February 01, 2024 – 6:30 p.m.

-
1. **Call to Order and Roll Call**
 2. **Public Comments**
 3. **Special Business Item**
 - A. Consideration of Proposals for Aquatic Management Services
 - i. Consideration of Solitude Lake Management Service Proposal.....P.3
 - ii. Cross Creek Environmental, Inc
 - a. Pond Inspection P.13
 - b. Cross Creek Pond Estimate P.28
 - iii. The Lake Doctors, Inc
 - a. Trash Removal Agreement..... P.37
 - b. Water Management Agreement..... P.39
 - c. Fountain Cleaning Agreement..... P.41
 4. **Staff Reports**
 - A. Field Manager
 1. Review of the Horticultural Report for January P.43
 2. January Field Inspection Report P.51
 - B. District Engineer
 1. Engineer Report
(Under Separate Cover)
 - C. District Counsel
 - D. HOA Liaison
 - E. District Manager
 1. Consideration of the Meeting Minutes from November 30, 2023,..... P.71
 2. Consideration of the Special Meeting Minutes from December 14, 2023,..... P.78
 3. Review of the Financial Statements and Check Register for December 2023 P.88
 4. Review of the Fourth Quarter Website Audit P.104
 5. Discussion of Asphalt Trail Scope
(Under Separate Cover)
 5. **Business Items**
 - A. Consideration of Resolution 2024-02, Designating Officers and Treasurer..... P.116
 - B. District Financing Discussion
(Under Separate Cover)
 6. **Supervisor Requests**
 7. **Adjournment**

The next meeting is scheduled for Thursday, April 4, 2024, at 9:00 a.m.

District Office:

Inframark

313 Campus Street, Celebration, FL 34747
 407-566-1935

Meeting Location:

Vista Lakes Clubhouse

8841 Lee Vista Boulevard, Orlando, FL 32829
 Call in: 646-838-1601, Access Code 129267111#

www.VistaLakesCDD.org

SERVICES CONTRACT

CUSTOMER NAME: Vista Lakes CDD

SUBMITTED TO: Gabriel Mena

CONTRACT EFFECTIVE DATE: March 1, 2024, through February 28, 2025

SUBMITTED BY: Stephen AmRhein

SERVICES: Aquatic Vegetation Management

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 Annual Contract Price is **\$37,603.00**. SOLitude shall invoice Customer **\$3,134.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to 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. 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, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude 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 SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. 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.
7. 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.
8. 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.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. 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 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.
11. 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.
12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. 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.

14. 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.

Customers 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 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 SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Vista Lakes CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

Customer's Address for Notice Purposes:

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SCHEDULE A – SERVICES

Annual Maintenance

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

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Aquatic Weed Control:

1. Lake(s) will be inspected on a **one (1) time per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.
4. **Lakes 8 and 10 will only be treated for submersed vegetation, such as Hydrilla and Naiad, 15' in from the shoreline. Any necessary large scale applications will be written as one-time treatments.**

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a **one (1) time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Fountain Maintenance Service for Six Fountains:

1. Company will service each fountain **four (4) times per year** on a once per quarter basis as follows:
Perform Amp test on the motor to verify appropriate amp load.

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Check incoming and outgoing Voltage.
Test Motor GFCI Protection Breaker.
Test Contactor (starter).
Test motor overload protection to make sure it is set and functioning properly.
Check fuses.
Make sure all wires, breakers, and other electronic parts are securely attached
Check timer and set as needed.
Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
Check lighting timer and set as needed.

2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.
8. The stationary feature will be checked weekly unless the monthly option is checked. Chlorinating tablets will be applied at each visit.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:

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- a. Providing information required for the permit application process upon request.
- b. Providing Certified Abutters List for abutter notification where required.
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

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. Company 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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INITIAL POND INSPECTION AND ASSESSMENT REPORT

PREPARED FOR:

Vista Lakes

Community Development District

Completed on

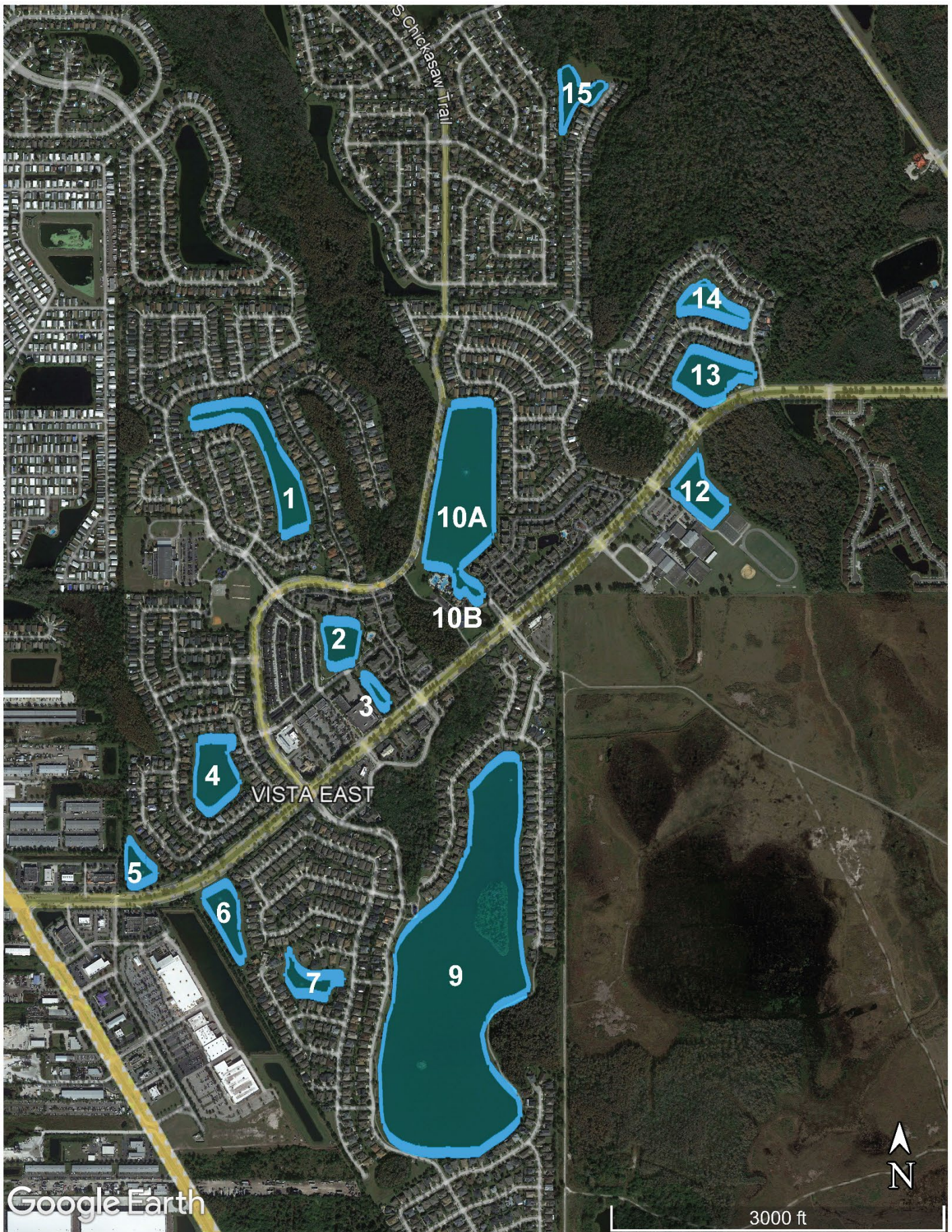
1/2/24 by:

C.J. Greene

Lead Ecologist

Crosscreek Environmental





INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 1



POND 1 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH, AND CHARA THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. SPATTERDOCK (WATER LILLIES) ARE NATIVE BUT WILL ALSO QUICKLY TAKE OVER THE SURFACE OF THE POND WITHOUT PROPER MAINTENANCE. THE SHORELINES HAVE BECOME ERODED DUE TO POOR MAINTENANCE. AERATOR WAS NOT RUNNING.

INITIAL POND INSPECTION AND ASSESSMENT REPORT
Pond 2

Community Development District



POND 2 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. THE SHORELINE HAS BURNT EDGES DUE TO OVER SPRAYING THAT WILL LEAD TO EROSION. THE FOUNTAIN APPEARS TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 3



POND 3 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. AERATOR APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 4



THE POND 4 SHORELINE HAS BURNT EDGES AND EROSION DUE TO IMPROPER MAINTENANCE. AERATOR APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 5



POND 5 HAS INVASIVE SUBMERGED CABOMBA THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. FOUNTAIN APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 6



POND 6 HAS INVASIVE SUBMERGED HYDRILLA AND CABOMBA THAT IS STARTING TO TAKE OVER THE POND. SPATTERDOCK (WATER LILLIES) ARE NATIVE BUT WILL ALSO QUICKLY TAKE OVER THE SURFACE OF THE POND WITHOUT PROPER MAINTENANCE. FOUNTAIN APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 7



POND 7 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH AND HYDRILLA THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. SPATTERDOCK (WATER LILLIES) ARE NATIVE BUT WILL ALSO QUICKLY TAKE OVER THE SURFACE OF THE POND WITHOUT PROPER MAINTENANCE. FOUNTAIN APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT
Pond 9

Community Development District



POND 9 HAS EEL GRASS STARTING TO TAKE OVER. THIS IS A NATIVE PLANT BUT CAN QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. FOUNTAINS APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT
Pond 10 A & B

Community Development District



THE POND 10A SHORELINE HAS BECOME SEVERLY ERODED DUE TO IMPROPER MAINTENANCE. FOUNTAIN APPEARED TO BE IN WORKING ORDER.

INITIAL POND INSPECTION AND ASSESSMENT REPORT
Pond 12

Community Development District



POND 12 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE.

INITIAL POND INSPECTION AND ASSESSMENT REPORT
Pond 13

Community Development District



POND 13 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH AND BABY TEARS THAT ARE TAKING OVER THE POND DUE TO IMPROPER MAINTENANCE. THE SHORELINE HAS BECOME SEVERLY ERODED DUE TO IMPROPER MAINTENANCE.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 14



POND 14 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH AND BABY TEARS THAT ARE TAKING OVER THE POND DUE TO IMPROPER MAINTENANCE. THE SHORELINE HAS BECOME SEVERLY ERODED DUE TO IMPROPER MAINTENANCE.

INITIAL POND INSPECTION AND ASSESSMENT REPORT

Community Development District

Pond 15



POND 15 HAS INVASIVE SUBMERGED PROLIFERATING SPIKERUSH THAT WILL QUICKLY TAKE OVER THE POND WITHOUT PROPER MAINTENANCE. THE SHORELINE HAS BECOME SEVERLY ERODED DUE TO IMPROPER MAINTENANCE.

Vista Lakes

Community Development District

**8841 Lee Vista Boulevard,
Orlando, Florida 32829**



Proposal for Pond and Waterway Management Services



Crosscreek Environmental, Inc
111 Palmview Road
Palmetto, FL 34221
P: 941.479.7811
F: 941.479.7812
www.crosscreekenvironmental.com

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Relevant Experience	Page 6
Contractor Information and Pricing.....	Page 8

Contractor Qualifications

Crosscreek Environmental, Inc. is a leader in quality lake and wetland management services. We strive to develop environmentally conscious methods of providing aquatic waterway management. Our staff of highly trained and licensed technicians and service managers is ready to provide quality service and complete customer satisfaction. Our offices are conveniently located near Vista Lakes CDD and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project manager, as well as examples of relevant experience demonstrating our ability to handle a project of this nature.

Company Profile

Crosscreek Environmental, Inc. is a full-scale restoration company located in South West Florida. With over 150 years of combined management experience, Crosscreek Environmental provides comprehensive, environmentally friendly, expert solutions for maintaining the beauty and health of Florida's ponds, lakes, wetlands, and shorelines. Our licensed, certified, and highly qualified team provides a full roster of services for stabilization, restoration, management, and maintenance of these valuable waterways. We serve developers, government municipalities, homeowners associations, and management companies, successfully implementing the entire project lifecycle. From engineering and design to permitting, installation, management, and maintenance, we're helping our clients restore, protect, and manage Florida's most valuable resource: water.



Crosscreek Environmental, Inc
111 Palmview Road
Palmetto, FL 34221
P: 941.479.7811
F: 941.479.7812
www.crosscreekenvironmental.com

Our extensive repeat business testifies to our reliability and expertise, and we're determined to earn new business through rapid response, quick turnaround, generous communications, consistent follow-up, and successful results. Our commitment to excellent customer service is backed by solid scientific knowledge, experience, and one-stop services including:

- Lake bank restoration
- Lake maintenance
- Erosion control
- Wetland mitigation
- Wetland creation
- Wetland management
- Wetland maintenance
- Littoral shelf planting
- Florida native nursery
- Florida native plants
- Shoreline restoration
- Shoreline erosion control

Equipment & Tools

Crosscreek Environmental has one of the most extensive and diversified group of equipment that has been custom designed for Stormwater System and Wetland Management. This includes:

- 30 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 20 Custom Built Spray Mules
- 2 12inch Woodchippers
- 2 Menzi Muck Machines
- 10 Custom Built Spray-Rigged Airboats & John Boats
- Chainsaws, machetes and other applicable tools
- 6 Portable Dredges
- 1 Full Size Dredge (Truxor)



Crosscreek Environmental, Inc
111 Palmview Road
Palmetto, FL 34221
P: 941.479.7811
F: 941.479.7812
www.crosscreekenvironmental.com

Safety and Training

Some divisions of Crosscreek Environmental, Inc work in potentially very hazardous conditions. There is no job so important, no service so urgent, that we cannot take time to perform our jobs safely. Safety will always be a critical and paramount part of our company's culture.

Rigorous safety and training programs are fundamental to our business philosophy. We are an active participant in numerous national and industry-specific safety organizations, and have an active Safety Committee. Safety is one of the key measures on our staff's annual performance ratings. We at Crosscreek Environmental, Inc. have a drug-free workplace with a zero-tolerance policy.

A core training program is completed by all staff before project start-up wherein safety is a major component. This training is reinforced throughout the year with formal monthly safety meetings, as well as weekly field training and daily briefings. The training includes classroom and practical sessions to ensure 'book' learning is converted into knowledge that is used in the field.

QA/QC and Customer Service

Our Quality Assurance and Quality Control Programs are second-to-none. Crosscreek Environmental, Inc. is dedicated to continuous improvement in all facets of our operations, evaluating even those that are performing well, to ensure there are no further improvements that can be made. We continually strive to identify better processes, materials and procedures for accomplishing our work. One of our core business philosophies is to continually look to the future and anticipate problems that may arise and be ready with the appropriate solution.

When the restoration crew is on-site, they will make any additional notes that they feel are relative to ensuring the health of the waterways of Overoaks CDD. If there are any issues which need immediate attention the applicator will notify the general manager and he will assign the proper person to take a firsthand look at the issue or he will take a look for himself. When issues have been noted and observed by the project or general manager, issues will be immediately brought to the property manager's attention.

Personnel Qualifications/Professional Licenses

All Crosscreek Environmental managers and spray technicians are required to be licensed to apply pesticides within the state they are working, and are trained annually in identification and application techniques for aquatic vegetation management. Some personnel credentials available for this project are:



Crosscreek Environmental, Inc
111 Palmview Road
Palmetto, FL 34221
P: 941.479.7811
F: 941.479.7812
www.crosscreekenvironmental.com

Licenses

- Aquatic, Right-of-Way, Demonstration and Research, and Natural Areas
- Florida Public Health Pest Control • Florida DEP Stormwater Management Inspector

Educational Degrees

- Bachelors in Fisheries Biology and General Biology
- Bachelors in Limnology (Water Chemistry)
- Bachelors in Environmental Horticulture
- Bachelors in Environmental Science and Policy

Project Management

Carlton Campbell/ President/CEO

Mr. Campbell has over Thirty (30) years in the environmental field. He was the co-founder of Aquatic Plants of Florida in 1996 and later founded Crosscreek Environmental. He attended South Florida University where he received a degree in Environmental Science. Carlton is a hands-on President and wants to always make sure his customers are happy, and his employees are taken care of.

Derek Wagner/ General Manager

Mr. Wagner has twenty (20) years' experience with erosion control and aquatic/wetland vegetation and management and is the General Manager of Crosscreek Environmental. He oversees all operations of the company including scheduling, staffing, and budgeting of projects and is certified as a Stormwater Management Inspector. His experience and training allow him to act as resident biologist for this project.

George Bowling/ Sales Manager

Mr. Bowling has been in the industry serving the stormwater community for over twenty-five (25) years. He is fully trained in identifying customers' needs and helping them develop the appropriate plan to manage their needs. He is also fully licensed and trained in aquatic & natural areas herbicide applications. His experience provides a unique opportunity for all customers and their daily stormwater needs.

Matt Jones/ Operations Manager

Mr. Jones has detailed and unique experience and education in all aspects of the environmental services we offer. Mr. Jones is responsible for safety compliance for the entire company and training coordination of personnel. He handles the field coordination of schedules and ensuring that customers concerns are addressed in a timely manner.

C.J. Greene/ Lead Ecologist

Mr. Greene holds a Bachelors degree in Environmental Science and Policy from the University of South Florida. He has nearly 20 years of experience in Florida ecology, aquatic and terrestrial monitoring and management, along with extensive experience pertaining to environmental permitting, compliance, and management of the complex local, State, and Federal agency regulations.



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Crosscreek Environmental is experienced at managing multiple erosion control/wetland/aquatic projects for several customers across Florida. Our managers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental is dedicated to providing the resources necessary to complete this project in the required timeframe.

Relevant Projects/Experiences

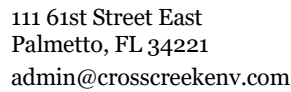
Following are relevant specific references which show the diversity of skills Crosscreek Environmental, Inc. will bring to this project.

JOB TITLE:	WATERFORD LAKES COMMUNITY
SCOPE OF WORK:	MONTHLY MAINTENANCE OF ALL PONDS ONSITE (115 ACRES) INCLUDING WETLANDS (45 ACRES) AND PRESERVE AREAS. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$150,000+
CONTACT:	KEN ZOOK
EMAIL:	KEN.ZOOK@MYWATERFORDLAKES.ORG
PHONE:	407 380 3803
JOB TITLE:	RIDGEWOOD LAKES – DEL WEBB
SCOPE OF WORK:	MONTHLY MAINTENANCE OF ALL PONDS ONSITE (105 ACRES) INCLUDING WETLANDS (35 ACRES) AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTUBE. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$450,000+
CONTACT:	BRINDA FOSTER
EMAIL:	BFOSTER@VESTAPROPERTYSERVICES.COM
PHONE:	407 872 7608
JOB TITLE:	ARBOR GREENE CDD
SCOPE OF WORK:	MONTHLY MAINTENANCE OF ALL PONDS ONSITE. RESTORATION OF SHORELINE UTILIZING GEOTUBE AND AQUASCAPING
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$200,000+
CONTACT:	JASON VON MERVELDT
EMAIL:	JASONV@ARBORGREENE.COM
PHONE:	407 234 8866



Crosscreek Environmental, Inc
111 Palmview Road
Palmetto, FL 34221
P: 941.479.7811
F: 941.479.7812
www.crosscreekenvironmental.com

JOB TITLE:	TURTLE ROCK OF PALMER RANCH
SCOPE OF WORK:	MONTHLY MAINTENANCE OF ALL PONDS ONSITE (145 ACRES) INCLUDING WETLANDS (75 ACRES) AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$250,000+
CONTACT:	DAVID BRYAN
EMAIL:	PRESIDENT@MYTURTLE ROCK.COM
PHONE:	901 786 8680
JOB TITLE:	GREYHAWK LANDING CDD
SCOPE OF WORK:	MONTHLY MAINTENANCE OF ALL PONDS ONSITE (180 ACRES) INCLUDING WETLANDS (80 ACRES) AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$150,000+ ANNUALLY
CONTACT:	CARLEEN FERRO NYALKA
EMAIL:	FIELDMGR@GREYHAWKCDD.ORG
PHONE:	941 746 6670
JOB TITLE:	GATEWAY CDD
SCOPE OF WORK:	MONTHLY MAINTENANCE OF APPROXIMATELY 425 ACRES OF LAKES AND 300 ACRES OF WETLANDS THROUGHOUT THE COMMUNITY. REGULAR UPKEEP OF OVER 50 FOUNTAINS AND AERATION SYSTEMS ONSITE AS WELL.
WORK COMPLETED ON:	ON GOING
PROJECT TOTAL:	\$302,000 ANNUALLY
CONTACT:	ELLE HARRIS
EMAIL:	ELLE.HARRIS@GATEWAYDISTRICT.ORG
PHONE:	239 898 6312

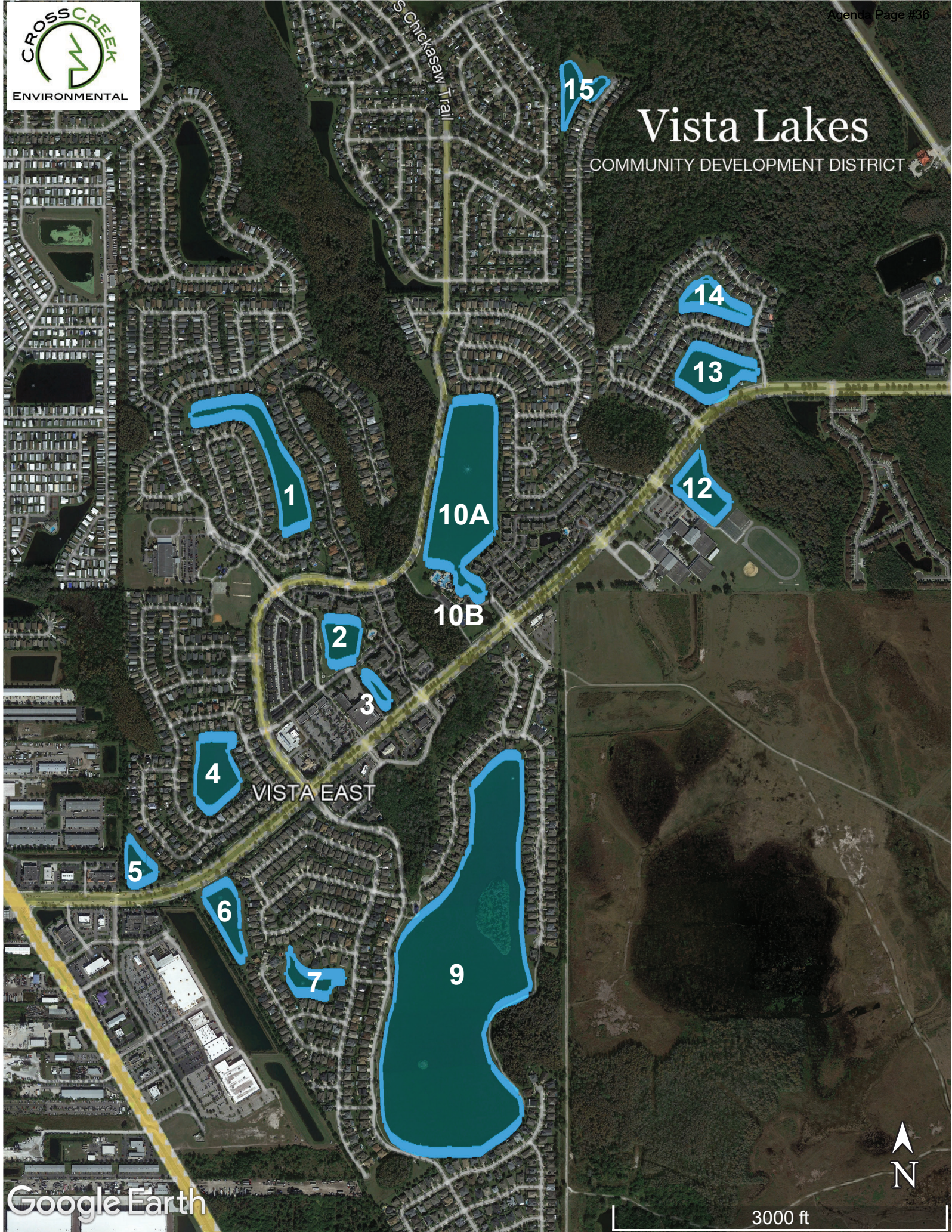


Phone # (941) 479-7811 Fax # (941) 479-7812
www.crosscreekenvironmental.com



Vista Lakes

COMMUNITY DEVELOPMENT DISTRICT





The Lake Doctors, Inc.
Aquatic Management Services®

3543 State Road 419
Winter Springs, FL 32708
407-327-7918

WinterSprings@lakedoctors.com
www.lakedoctors.com

Water Management Agreement Trash Removal

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

JAB

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (*Community/Business/Individual*) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*
Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TRASH REMOVAL** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): Trash Removal from the **pond 2 and 3** associated with **Vista Lakes Orlando, FL**.
Casual trash such as cups, plastic bags and other man-made materials up to 10 lbs. will be removed during service visit. Large and dangerous items such as biohazards and landscape debris are not included.
- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Trash Removal from the Pond	\$	400.00
	Total Amount Due	\$	400.00

\$400.00 of the above sum-total shall be due and payable upon execution of this Agreement, additional hours will be bill upon completion plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **15 business days**, weather permitting, with receipt of this executed Agreement and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **February 18, 2024**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Jonathan Bandy - Sales Manager

CUSTOMER

Signed _____ Dated _____

Name _____

OFFICE/CUSTOMER

Terms & Conditions

Trash Removal

1. Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during service visits. Large and dangerous items such as biohazards and landscape debris are not included.
2. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
3. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
4. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
5. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
6. The amount is firm for the entire term of the original Agreement.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others for indirect, special or consequential damages resulting from any cause whatsoever.
8. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
9. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
10. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
11. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.
12. THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.



Water Management Agreement

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
Thirteen (13) ponds associated with **Vista Lakes, Orlando, FL**

Includes a minimum of Twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$3,800.00	Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
	Total of Services Accepted	\$3,800.00	Monthly

\$3,800.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$3,800.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **February 18, 2024**.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ___ MONTHLY ___ EVERY OTHER MONTH ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL

INVOICE TIMING: ___ BEGINNING OF THE MONTH ___ WITH SERVICE COMPLETION

EMAIL INVOICE: ___ YES ___ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ___ YES ___ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL**: ___ YES ___ NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: _____ | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

CUSTOMER:

Jonathan Bandy - SALES MANAGER

Signed _____ Date _____

Name _____

Title _____

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. **THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.**
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.



The Lake Doctors, Inc.
Aquatic Management Services®

3543 State Road 419
Winter Springs, FL 32708
407-327-7918
WinterSprings@lakedoctors.com
www.lakedoctors.com

Sales Agreement Fountain Cleaning

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

JAB

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER: _____

The parties hereto agree to follows:

A. **The Lake Doctors** agrees to clean and adjust the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

Quarterly cleaning and adjustment of Six (6) fountains associated with **Vista Lakes**, Orlando, FL

The Lake Doctors, Inc. does not assume responsibility for parts failure or repair costs. Estimates for repairs and/or parts can be supplied upon Customer request.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	Cleaning exterior of pump intake screens.	\$	<u>1,000.00/QUARTERLY*</u>
2.	Cleaning of visible surfaces of fountain floats.	\$	<u>INCLUDED</u>
3.	Cleaning and adjustment of nozzles and jets as necessary.	\$	<u>INCLUDED</u>
4.	Cleaning of light lens.	\$	<u>INCLUDED</u>
5.	Check anchor lines.	\$	<u>INCLUDED</u>
6.	Adjust time clocks as necessary.	\$	<u>INCLUDED</u>

Total of Services Accepted

\$ 1,000.00/QUARTERLY*

*additional parts will be invoiced separately.

A deposit of \$1,000.00 shall be payable upon execution of this Agreement. The balance shall be payable per quarterly invoices of \$1,000.00, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **The Lake Doctors** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.

D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **February 18, 2024**.

E. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Jonathan Bandy - Sales Manager

CUSTOMER

Signed _____ Dated _____

Name _____

TERMS AND CONDITIONS

Fountain Cleaning

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Items not covered under our warranty will be treated and billed as regular service calls. THE LAKE DOCTORS agrees to clean exterior of pump intake screens, cleaning of visible surfaces of fountain floats, cleaning and adjustment of nozzles and jets as necessary, cleaning of light lens, check anchor lines, adjust time clocks as necessary and reset tripped breakers; as part of the Fountain Cleaning Agreement.
3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
9. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
10. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure.
11. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
12. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
13. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
14. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
15. THE LAKE DOCTORS or CUSTOMER may cancel this agreement with or without cause by 30-day written notice.
16. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

Tom MacCubbin
Horticultural Consultant
1526 Royal Circle
Apopka, FL 32703
407-293-8171

Client Vista Lakes Community Development District
 Contacts Carla Daly CDD, Gabriel Mena Inframark, & Scott Feliciano Servello & Sons
 Address 313 Campus Street
Celebration, FL 34747-4995
 Telephone Office 407-566-2018

Date: January 10, 2024 Time In: 9:00 AM Time out: 11:57 PM

Re: Vista Lakes CDD January 10, 2024 Property visit and evaluation

Overall: Vista Lakes CDD properties are looking good with normal winter plant growth and care. It does appear more attention to fertilizer applications at the proper time of the year is needed. The bedding plants of SunPatiens were a good selection and still remain attractive. The properties are being cared for using traditional and acceptable horticulture practices. A number of projects recommended during previous visits are in the process of being completed.

A three hour tour of CDD properties was taken with Carla Daly representative of the CDD Board, Keith Lindquist of Servello & Sons and Gabriel Mena, Melvin Medina, & Kerry Satterwhite of Inframark.

Concerns, Observations & Recommendations.

1. Lower limbs, including palm fronds, need elevating. Through our tour limbs below the standard height could be noted that would affect pedestrians and vehicles. These need to be elevated to the usual standards of 10 feet over walkways and 15 feet over roadways.



Many limbs need elevating over roads and walkways

2. Fertilizer needs timely application – Fertilizer applications need to be timely. Fertilizer was being applied during this visit which is late or too early in the year. Recommendations are to fertilize shrubs in March, May and early October when they can best use the nutrients. An 8-0-12 or similar product with minor nutrients should be applied. Turf should be fertilized at the

same times with a 24-0-11 or similar product with minor nutrients.

3. Spanish moss becoming excessive. Spanish moss is not always a problem but it can overtake some trees or shrubs. One case is with the crape myrtles. The moss seems to outgrow the shrubs or tree forms overtime. Also the ligustrum can be heavily invaded by the moss. Where the plantings are being overtaken the moss should be at least partially removed to allow growth and good foliage.



Moss becoming excessive in crape myrtles and should be reduced or removed.

4. East Fountain planting discussions. New plantings have been completed as recommended in the April report. Some substitutions were made including podocarpus at the utility boxes and society garlic to replace the eaten Trinette. A decision was made not to replace lost ligustrum with crape myrtles. Split-leaf philodendrons were added to fill voids.

- All plantings still need fertilizer that was scheduled for application in October.
- The new plantings are attractive and with good care should make the site attractive.
- Society garlic may not be a sustainable planting and may have to be renewed in a year or two.



Podocarpus, split-leaf philodendron and society garlic planting respectively from left to right

5. Avon Entrance visited. A few finishing touches are needed to complete the plantings. Considerable time was spent studying this entrance to determine the final needs.

- It was determined much of the plantings were complete and attractive.
- Left side plantings were still needed.
- It was decided to add an upright Japanese blueberry and a few more dwarf yaupon holly at the entrance pillar.



An upright Japanese blueberry and few more dwarf yaupon holly are needed to fill void on right of pillar.

6. Podocarpus hedge in decline at Melrose. The cause for this decline was discussed in the April report and was believed to be due to flooding. Many of the plants have recovered while some are dead.

- Remove dead plants and replace with 15 new ones. Seven gallon plants were being considered to reduce costs in the August report.
- It **does not** appear an adjustment to the soil is needed.
- Remove dead from any still recovering plants.



Remove dead plants and add new.

7. Melrose entrance visited. The Asiatic jasmine is struggling. It appears fertilizer is needed. Some cable work appears to be performed and may affect the plantings.



Asiatic jasmine needs fertilizer.

8. Amhurst Park needs. In general this is a nice entrance. Some needs were noted.

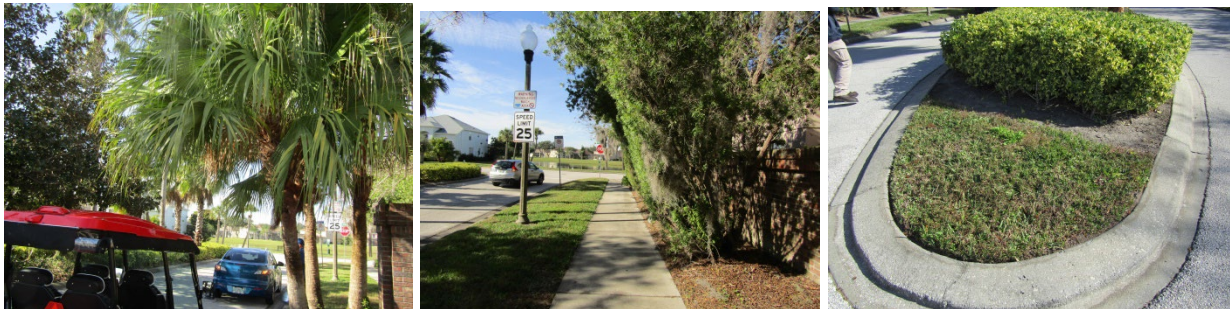
- Limbs need to be elevated of trees, palms and ligustrum over roadway and walks
- Bird of paradise are struggling. Some too deep as reported in August. Need to raise and keep excessive mulch back from base.



Limbs and fronds too lower over roadway in photo on left. Bird of paradise too deep in photo on right.

9. Pembroke entrance improvements discussed. Recommendations were discussed to improve the entrance.

- Raise palm height over roadway
- Remove moss overtaking crape myrtles
- Eventually remove bottle brush and replace with podocarpus
- Replace end of median with either dwarf yaupon holly or society garlic.



Trim fronds over roadway in photo on left. Eventually replace bottle brush in center photo with podocarpus. Replace weedy growth in median endcap with dwarf yaupon holly or society garlic in photo on right.

10. Newport passageway to Lee Vista Boulevard revisited. Irrigation has been installed and appears to be working.

- Two Spartan junipers are still needed to replace those that declined.
- St. Augustine sod is to be installed.
- New ADA walkway to be added at entrance.
- Concrete paving to be added at walkway where pedestrians cut corners.

- Sod to be added at entrance where ADA walkway to be installed.



Entrance and passage ready for walkway improvements and plantings.

11. Newport passageway to Lee Vista Boulevard conservation fringe needs pruning.

Unwanted growths are creeping out past the conservation area. This was pruned about a year ago and now it is again moving out into the passage area. New pruning work is needed.



Over growths from conservation area need control again.

12. Waverly & Carlisle Entrance. New plantings are attractive and appear to be establishing.

- Make sure receiving timely fertilizer applications.

13. Windsor Lift Station and area.

- Podocarpus are dead or in decline. Fifteen plus are needed to replace.
- Ligustrum is struggling. Pune out moss and dead to see if it can recover.
- Nearby magnolia appears to be making a good recovery.



Lift station planting need replacing or pruning in photo left and center. Magnolia looking much better in photo on right.

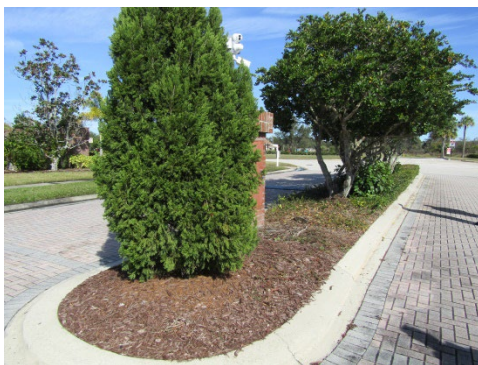
14. Windsor bed needs expanding. Expanding the bed to allow additional bedding plants was recommended. Also remove dwarf yaupon holly from in back of light and use to fill voids.



Bed to be expand to provide more bedding plants

15. Warwick entrance visited. Median work discussed.

- Spartan juniper to be removed and upright Japanese blueberry to be added.
- Add one new hibiscus to left of ligustrum.
- Fill void left with Indian hawthorn



Median endcap renovation needed

- Pines to be replaced with loblolly bay trees.



Pines to be replaced with loblolly bay trees as originally planned.

16. Shrubs along walkway towards West Entrance Fountain. Shrubs are becoming to invasive and overpowering for walkway.

- Remove roadside shrubs and add mulch under crape myrtles.
- Trim wall side shrubs by one-half.



Remove shrubs on right and add mulch. Trim back shrubs on left one-half.

17. West Entrance Fountain visited. New plantings have made the Fountain areas very attractive. This maybe the best look ever.



Very attractive with new plantings

**** All pesticide recommendations are made using labeled products for the use specified on the label at the time of this report. All label instructions must be followed by the applicators. Do note labels are updated and must be consulted when products are purchased to determine changes prior to use. Use of products should be discontinued where there are concerns about label changes, their use or safety.**

**** Next quarterly visit is scheduled for Wednesday April 3, 2024 at 9 AM.**

PROJECT 1/12/24, 9:09 AM

Vista Lakes CDD

Friday, January 12, 2024

Prepared For Board Supervisors

37 Items Identified



Item 1 - Lee Vista Blvd (Median)

Assigned To Servello

The suckers and weeds growing between the mulch needs to be trimmed. Will be addressed during detail rotation.

Note: Palm trees throughout the property need to be removed.



Item 2 - Lee Vista Blvd (Median)

Assigned To Servello

The Spanish Moss throughout the property needs to be removed.

Is being removed during detail rotation.



Item 3 - Lee Vista Blvd (Median)

Assigned To Servello

The dead tree branches need to be trimmed up.

Will be addressed as soon as possible.



Item 4 - Lee Vista Blvd (Avon Fountain)

Assigned To Servello

Servello need to submit a proposal for the area damaged.

Will submit proposal once light pole is replaced in case of further damage.



Item 5 - Lee Vista Blvd (Avon Fountain)

Assigned To Servello

Empty spots uneven with the rest of the bushes.

Recommend additional fertilizer to increase plant growth to fill in areas.

Recommendation: The empty area needs have more plants. Servello needs to submit a proposal.



Item 6 - Lake Avon Dr. (Left Side Sign)

Assigned To Servello

Area needs plant material.

Recommendation: Servello needs to submit a proposal.

Will send proposal per Tom Mccubbin recommendation.



Item 7 - Lee Vista Blvd (Median)

Assigned To Servello

Stump needs to be removed.

Recommendation: Proposal for removal and replacement

Will have proposal sent to remove.



Item 8 - Lee Vista Blvd (Median)

Assigned To Servello

Empty spots.

Recommendation: Plant additional shrubs.

Will send proposal to add additional plant material.



Item 9 - Lee Vista Blvd (median)

Assigned To Servello

The weeds, invasive vines, and dried bushes needs attention. The irrigation needs to be inspected.

Will be addressed during next detail rotation.



Item 10 - Gentry Park (Behind Publix)

Assigned To Servello

Need well defined edges on bark beds throughout the property

Is being addressed during maintenance rotation.



Item 11 - Bristol Channel Way

Assigned To Servello

Low tree branches that are covering the stop signs need to be trimmed.

Recommendation: The low tree branches throughout the property needs to be trimmed.

Arbor crew is continuing to address throughout the property.



Item 12 - Bristol Channel Way

Assigned To Servello

Empty spot.

Recommendation: Servello need to submit a proposal for replacement.

Will walk site to determine what is needed for proposal.



Item 13 - Saratoga Inlet Dr.

Assigned To Servello

The broken tree branch needs to be removed.

Will have addressed as soon as possible.



Item 14 - Lee Vista with Newport (Walk)

Assigned To Servello

Sod needs replaced. Dead branches need to be trimmed.

Sod proposal will be sent per Tom McCubbin recommendation.



Item 15 - Newport (Easement)

Assigned To Servello

The easement needs attention.

Will be addressed during next detail rotation.



Item 16 - Chickasaw Tr - Lake Champlain Dr

Assigned To Servello

Palms need to be pruned, limbs removed and picked up.

Will be addressed during next detail rotation.



Item 17 - Stafford Springs Trail (Easement)

Assigned To Servello

The easement needs attention.

Will be addressed during next detail rotation.



Item 18 - Lake Champlain Dr.

Assigned To Servello

Tree trimming throughout.

Arbor crew is continuing to address low branches throughout the property.



Item 19 - Amhurst (Entrance)

Assigned To Servello

The palm trees need to be pruned.

Note: In the entrance of Pembroke also.

Will be addressed during next detail rotation.



Item 20 - Lake Carlisle (Easement)

Assigned To Servello

The easement needs attention.

Is being addressed during detail rotation.



Item 21 - Lake Carlisle (Easement)

Assigned To Servello

The easement needs attention.

Coordinated with our special teams department to have addressed.



Item 22 - Lake Carlisle (Easement)

Assigned To David Hamstra

(Engineer)

Drainage issue located in the easement. The engineer is currently working on repair.



Item 23 - Windsor

Assigned To Servello

This bed needs plants and mulch.

Will send proposal.

Item 24 - Windsor

Assigned To Inframark

A hole needs to be repaired.





Item 25 - Chelsea Harbour Dr. (Easement)

Assigned To Inframark

Broken fence needs to be repaired.



Item 26 - Waverly

Assigned To Servello

The tree branches need to be pruned.

Is being addressed during next detail rotation.



Item 27 - Pond #9

Assigned To Sitex

Aquatic weeds need to be treated.



Item 28 - Warwick

Assigned To Servello

The dead plants need to be removed.

Recommendation: Removal and replacement proposal from Servello.

Will send proposal per Tom McCubbin recommendation.



Item 29 - Pond #12

Assigned To Sitex

Aquatic weeds need to be treated.



Item 30 - Pond #12

Assigned To Sitex

The aerator needs to be
Inspected. System is not working.



Item 31 - Pond #13

Assigned To Sitex

Aquatic weeds need to be treated.



Item 32 - Pond #1

Assigned To Sitex

The aerator needs inspection, is not working. Lily pads need to be treated.



Item 33 - Pond #6

Assigned To Sitex

Aquatic weeds need to be treated.



Item 34 - Vista Park (Wall)

Assigned To Inframark

The community wall needs pressure washing.

Note: The technician on site is currently working on it.



Item 35 - Warwick (Entrance)

Assigned To Inframark

Pressure washing needed.



Item 36 - Covington Wat (Avon)

Assigned To Inframark

The curbs marked in yellow throughout the property need new paint.



Item 37 - Bayboro (Easement)

Assigned To Servello

The easement needs attention.

Coordinated with our special teams department to have addressed.

Vista Lakes CDD
November 30, 2023

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, November 30, 2023, at 9:01 a.m. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida 32829.

Present and constituting a quorum were:

Frank Sebestyen	Chair
Paula Edwards	Vice Chair
Carla Daly	Assistant Secretary
Aaron Simmons	Assistant Secretary

Also participating were:

Gabriel Mena	District Manager, Inframark
Scott Clark	District Counsel, Winter Park Lawyers
David Hamstra	District Engineer, Pegasus Engineering
Kerry Satterwhite	Director of Field Operations, Inframark
Melvin Medina	Maintenance Technician, Inframark

Residents and Members of the Public

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Mena called the meeting to order at 9:01 a.m.

Mr. Mena called the roll and indicated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS **Public Comments**

- A. Sam Badami – 6867 Rivington View Ct
 - i. Inquires about the ongoing flooding situation. The issue persists with rainfall.
- B. Cyndi Fitzzy - Carlisle
 - i. Lodges a complaint about sidewalks near her house; the Board advised this was the responsibility of the HOA, not the CDD

THIRD ORDER OF BUSINESS **Staff Reports**

- A. Field Manager
 - i. Field Inspection Report
 - ii. Sitex
 - 1. Request for more detailed reports and checklists.
 - 2. Emphasizes the need for in-person attendance (someone).
 - iii. Servello
 - 1. Discussed two proposals:
 - a. #8198
 - b. #8199
 - c. Motion to approve both proposals:

Vista Lakes CDD
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On MOTION by Ms. Daly, seconded by Ms. Edwards, with all in favor, approval was given to accept proposal #8198 and proposal #8199.

2. Mr. Lindquist inquired about the matter of 4921 Hopespring Dr. Mr. Mena explained to the Board that a homeowner damaged the length of the easement to install a new fence. The repair cost was over \$21,000. Mr. Mena stated this would be discussed later in the meeting by Counsel.

B. District Engineer

i. Pembroke Privacy Wall Proposal

1. Mr. Hamstra has obtained a new proposal from Element Environmental since the City has eliminated fence permit requirements.
2. Motion to approve the proposal from Element Environmental to install the "Pembroke Privacy Fence" for \$19,287.00

On MOTION by Ms. Daly, seconded by Mr. Simmons, with all in favor, approval was given to accept the proposal by Element Environmental for \$19,287.00.

ii. Emergency Repairs for the Off-Site By-Pass Drainage System

1. There is a subsidence southeast of Kohl's stormwater pond on CDD property near the 24" and 30" City utility line, posing a risk to the sewage/reclaimed water for the homes in this area.
2. The dirt from this subsidence is flowing into the big lake, potentially causing blockages in the pipe. Mr. Sebestyen suggested filling the hole with dirt as a first try but Mr. Hamstra is concerned about utility lines, which led to the decision for appropriate repairs.
3. Ms. Daly emphasized that the discussion should focus only on the price, not whether to proceed, as the Board is responsible for maintaining the system.
4. Mr. Sebestyen suggested exploring alternatives, such as using a camera with underwater capability or a liner to stop leaks. Mr. Hamstra stated he could find a company with the capability to do this but does not have one readily available and explained it typically is more expensive to use an underwater camera.
5. Mr. Simmons raised concerns about potential City repercussions if the damage to utilities is not addressed promptly. Mr. Clark advised that the CDD should fix this now that they've been made aware of the issue.
6. Mr. Sebestyen proposed delaying the decision until the December 14 meeting, instructing Mr. Hamstra to explore alternatives and defaulting to the proposal from Element Environmental if no viable alternatives are found.

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iii. Lee Vista Boulevard Sidewalk Improvements and Vista Lake
Recreational Trail Improvements Bid Award

1. Only three bids were received, with two arriving late.
2. For Project 1 - sidewalk improvements:
 - a. The Board finds the proposed price to be quite high and prefers exploring alternative solutions first, such as landscaping and drainage options.
 - b. Motion to reject bids for Project 1:

On MOTION by Mr. Simmons, seconded by Ms. Edwards, with all in favor, approval was given to reject bids for Project 1.

3. Project 2 - recreational trail:

- a. The project involves a 1700-foot asphalt trail, and adding a concrete curb is suggested to contain the asphalt and prolong the project's lifespan.
- b. Mr. Hamstra cannot recommend doubling the price to include the concrete ribbon curb.
- c. Mr. Sebestyen believes the trail does not warrant a \$163,050 expenditure. Other Supervisors agreed that this was expensive but thought something should be done to repair this.
- d. Motion to approve Project 2 without the ribbon curb for \$163,050.00:

On MOTION by Ms. Edwards, seconded by Ms. Daly, with a vote of 3-1 with Mr. Sebestyen opposed, Majority approval was given to approve Project 2 without the ribbon curb alternate, for a total of \$163,050.

iv. Pembroke Pond Outfall System Cleaning and CCTV Inspection

1. The agreement has been approved and awaits signature. This work is scheduled to start as soon as the agreement is executed.

v. Vista Lakes Boulevard/Wetland 7 Ecological Assessment

1. Mr. Hamstra's report contained photos of the invasive plants present in Wetland 7 and explained that this area needs to be treated by experienced professionals to remedy. Mr. Hamstra was directed to obtain price quotes.

vi. Hazard Mitigation Grant Program Application Status

1. Mr. Hamstra informed that either Mr. Sebestyen or Mr. Mena will receive emails soon and should promptly forward them to Pegasus upon receipt.

Vista Lakes CDD
November 30, 2023

vii. Remington View Court Drainage Improvements Status (Under Separate Cover)

1. The engineer plans were previously approved, and we are currently in the process of obtaining pricing for the actual work.
2. A resident raised the question of why there isn't any legal recourse against the original developer/engineer. The staff explained that it's been too long, and the engineer confirmed that the project was built according to the plans at the time. Mr. Hamstra outlined the timeline, indicating completion of plans over the winter, bids going out in early February, and evaluating responses in March.
 - a. The Board is considering scheduling a special meeting in March to address bid responses.
 - b. A resident inquired about priorities related to safety, infrastructure, and aesthetics.
3. David reiterated the three phases of the project and noted that the cost-benefit analysis may not justify all three phases.
4. Multiple residents from the cul-de-sac expressed concerns about flooding.
5. The engineer clarified that debris in the pipe did not cause the flooding. The CDD spent over \$50,000 cleaning out the pipes, and they are in good condition. The flooding is attributed to the overflow at the big lake and the weir system not draining sufficiently.
6. Mr. Sebestyen recalled that several years ago, the pond was dredged, and residents noted that it helped for a number of years. They asked if we could consider dredging again or more frequently.
7. Ms. Daly emphasized that the priority is on the weir system and asked if the Board wants to wait for funding or consider paying for this out-of-pocket. Mr. Hamstra suggested waiting until spring to know more about funding before making decisions.
8. Mr. Sebestyen revisited the idea of dredging and asked Mr. Hamstra to explore dredging the Carlisle Pond and gather proposals.
 - a. Additionally, consider the previous dredging contractor for pricing.

viii. Lake Avon Drive Conservation Area Restoration Status

1. The restoration work is completed, with nearly 600 plants planted. There is an issue with cogon grass that needs eradication. Mr. Hamstra presented a proposal from Aquatic Weed Management.

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor, approval was given to approve a proposal from Aquatic Weed Management.

ix. Selene Apartments Drainage Connection

1. Skipped as discussions are still ongoing with the engineer overseeing this construction.

x. Chickasaw Trail Entrance Monument Structure

Vista Lakes CDD
November 30, 2023

1. The vendor has not taken any action; no permits have been filed since March, and absolutely no work has been done.
2. Counsel reported that the vendor contacted him, expressing confusion about why the District was upset. The vendor agreed to return the money, and Counsel would follow up in a few days regarding the timeline for the refund.
3. The Board decided that if Counsel does not have a check in hand by Friday, Dec 8, Counsel will file a court order.

xi. Consideration of Fiscal Year 2023/2024 District Engineer Services Proposal

On MOTION by Ms. Daly, seconded by Ms. Edwards, with all in favor, approval was given to approve Fiscal Year 2023/2024 District Engineer Services.

xii. 8664 Warwick Shore Crossing

1. Mr. Mena reminded the Board that this was looked at earlier this year, that he had written a letter to the resident, who argued about removing the encroaching plants. The Board previously approved a survey to establish what plants were encroaching, if any, so that the resident could be provided clear directions as to what they must remove. The survey confirms that plants are encroaching. Counsel will send a letter to the homeowner providing them a remedy date of Feb 1; otherwise, Servello will address the issue.

xiii. 4921 Hopespring Ct

1. Mr. Clark wrote a letter to this homeowner, who called him and claimed it was not his responsibility. Mr. Mena stated he would double check the address and follow up with Counsel.

C. District Counsel

- i. Update on the Request for Proposal (RFP) - The deadline for the RFP has been extended, and the Board would be evaluating responses at the December 14, 2023, meeting.

D. HOA Liaison

Ms. Daly had nothing additional to report.

E. District Manager

- i. Meeting Minutes from October 5, 2023
 1. Correction on line 120: Replace "funding" with "fences."
 2. Attendance correction: David Warden's name is listed, but he is not a Supervisor on this Board.

Vista Lakes CDD
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On MOTION by Ms. Simmons, seconded by Ms. Edwards, with all in favor, approval was given to approve the Meeting Minutes from October 5, 2023, with revisions.

ii. Financial Statements

1. Mr. Sebestyen proposed to have a comprehensive financial discussion with the HOA and residents at the February meeting to assess community sentiment on potential financial increases. With many large projects looming in the near future, he hopes to hear how much of a budgetary increase residents would be in favor of.
2. Motion to approve financials.

On MOTION by Mr. Sebestyen, seconded by Mr. Simmons, with all in favor, approval was given to approve the Financials.

iii. Motion to approve the Check Register

On MOTION by Mr. Sebestyen, seconded by Mr. Simmons, with all in favor, approval was given to approve the Check register.

iv. Third-Quarter Website Compliance Audit

- a. Mr. Mena explained this is just informational, to show that the District website is ADA compliant.
- v. No updates received from the HOA at Gentry Park regarding sidewalk flooding at 6256 Bristol Channel Way. Mr. Mena has followed up with the Gentry Park HOA but they have not provided any more information.

FOURTH ORDER OF BUSINESS Business Items

A. Engagement Letter from Grau & Associates to Perform the Audit for Fiscal Year 2023

On MOTION by Mr. Sebestyen, seconded by Ms. Edwards, with all in favor, approval was given to accept Engagement Letter from Grau & Associates to Perform the Audit for Fiscal Year 2023.

B. Motion to Assign Fund Balance for Fiscal Year 2023

On MOTION by Ms. Daly, seconded by Ms. Edwards, with all in favor, approval was given to Assign Fund Balance for Fiscal Year 2023.

C. Consideration of Resolution 2024-01, Amending Fiscal Year 2023 Budget

Vista Lakes CDD
November 30, 2023

On MOTION by Mr. Simmons, seconded by Mr. Sebestyen, with all in favor, approval was given to accept the Resolution 2024-01, Amending Fiscal Year 2023 Budget, as amended.

FIFTH ORDER OF BUSINESS

Supervisor Requests

The Supervisors had no request at this time.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Simmons, seconded by Mr. Sebestyen, with all in favor, the meeting adjourned at 11:37 a.m.

Secretary/Assistant Secretary

Chair/Vice Chair

Vista Lakes CDD
December 14, 2023

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

The special meeting of the Board of Supervisors of the Vista Lakes Community Development District was held Thursday, December 14, 2023, at 9:10 a.m. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida 32829.

Present and constituting a quorum were:

Frank Sebestyen	Chair
Paula Edwards	Vice Chair
Carla Daly	Assistant Secretary
Aaron Simmons	Assistant Secretary
John DeCreotie	Assistant Secretary

Also participating were:

Jennifer Goldyn	Regional Director, Inframark
Gabriel Mena	District Manager, Inframark
Scott Clark	District Counsel, Winter Park Lawyers
David Hamstra	District Engineer, Pegasus Engineering
Kerry Satterwhite	Directo of Field Operations, Inframark
James Whitaker	Servello Representative
Scott Feliciano	Servello Representative
Keith Lindquist	Servello Representative
George Travis	DownToEarth Representative
Scott Brewer	Rotolo Consultants Inc Representative

Residents and Members of the Public

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Mena called the meeting to order at 9:10 a.m.

Mr. Mena called the roll and indicated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS **Public Comments**

i. Al Kizula:

The lights at the fountain behind his property are out, and is upset this has not been fixed despite him reporting it to management several times. The Board inquired if Sitex had been informed of this issue. Mr. Mena advised that he had reached out to Sitex a couple of times regarding this issue and provided dates from two emails he had forwarded to Mr. Smith, and mentioned he had also texted him about the issue. The Board, unhappy with Sitex responsiveness lately, instructed Mr. Mena to obtain pricing for alternative companies.

THIRD ORDER OF BUSINESS **Staff Reports**

Vista Lakes CDD
December 14, 2023

A. District Counsel

B. District Manager

Landscaping RFP

- i. Mr. Mena explained that the Board received digital copies of the landscaping RFP proposals as well as physical copies. Mr. Mena clarified that the Board was provided with the pricing memorandum, which helps explain the mechanism for pricing, as well as a pricing sheet template.
- ii. Counsel explained that this process is a mandatory exercise and does not mean the District is required to switch service providers. Mr. Clark explained that the Board can either choose a company of their preference or use the scoring sheet and award based on pricing.
- iii. The Board is not bound by pricing, and Mr. Clark suggests that it makes sense to award the full 20 points to the lowest price and score the other prices in a way that makes sense to them.
- iv. Mr. Clark stated that it is normal for the bidders to extend courtesy to each other and leave the room for each presentation.
- v. Mr. Mena stated that there were two noted issues with received bids; Brightview submitted their bid about 30 seconds late, and Servello did not label their submission with the project name, which was a requirement as listed in the manual prepared by Counsel. Mr. Clark explained that neither of these minor issues substantially change the proposal, and if the Board desired, could waive both of these issues to allow consideration of the Brightview and Servello proposals.

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor, approval was given to waive incidental issues with the submittals.

vi. Assessment of Proposals Received for Landscaping Services

1. Brightview was not present; Mr. Clark will check.
2. DownToEarth (DTE)
 - Mr. Travis explained his boss had an emergency, and he did not have a formal presentation but would answer questions.
 - Questions:

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- i. Ms. Edwards asked about the "I Care Values" – Mr. Travis stated it's deeply ingrained in the company culture. Ms. Edwards asked if DTE would attend meetings moving forward. Mr. Travis stated yes, if requested.
- ii. Ms. Daly - when was the last time that DTE was sold? Mr. Travis stated 6 or 7 years ago to an investment firm. MS. Daly raised the concern that the District would not receive personal care.
- iii. Ms. Daly - when was DTE onsite for walkthroughs/inspections? Mr. Travis stated he was here for the pre-bid, and there have been 5 or so additional visits made by various staff within his company, but does not have the dates and times off-hand.
- iv. Mr. Sebestyen - what does DTE do about invasive species in the conservation areas? Mr. Travis stated he did not know, as he's never been involved in that.
- v. Mr. Sebestyen: what is the ratio of part-time and full-time crews? Mr. Travis stated DTE is 100% committed to full-time crews.
- vi. Mr. Sebestyen: how many clients have you lost in the last 3 years? Mr. Travis detailed one recent loss.
- vii. Mr. Sebestyen: stated there were no financials in the financial section. Also pointed out the letter from the bank.
- viii. Mr. Sebestyen: what difficulties would you expect at Vista Lakes? Mr. Travis replied that the size and amount of property spread out across the District may be difficult to learn, but is confident that DTE would be able to work through this quickly.
- ix. Mr. DeCrotie: how would you work with the management company regarding communication? Mr. Travis: we are constantly in communication with the management company and provide monthly and weekly reports. There would be an assigned account manager who would spend a lot of time on-site and would attend every meeting.
- x. Mr. Sebestyen: Explained he has seen a form from their current landscaping which prioritizes clients during bad weather; how does DTE determine the priority? Mr. Travis stated it is typically first-come, first-served, but if under contract, would prioritize Vista Lakes. Mr. Sebestyen stated that he would expect all clients to sign this and worries Vista Lake won't be a priority.
- xi. Mr. Simmons: how does Vista Lakes compare to other communities they have? Mr. Travis stated there are several other communities of comparable sizes or larger that they maintain.
- xii. Mr. Simmons: what do you bring to a meeting? Is it just answering questions, or do they provide suggestions/insight? George stated that the Board could expect a full report including recommendations for issues DTE may see, suggestions for improvements, etc.

3. Rotolo Consultants Inc (RCI)

- a. Mr. Brewer introduced himself and Rotolo Consultants Inc (RCI), highlighting their status as one of the largest privately-owned companies in the country with ongoing projects for Universal and Disney. Mr. Brewer recognizes that RCI may not be the lowest-priced option but emphasized RCI's commitment to delivering the best product. RCI, beyond being a landscaping company, employs engineers, architects, aquatics experts, and provides services like window washing, and would be willing to work with the District on

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any needs or projects they may have. With 18 locations nationwide, RCI uses a visa program adhering to the Jessica Lunsford Act, ensuring thorough background checks, and fingerprinting for all of their employees.

b. Questions:

- i. Ms. Daly expressed a preference for evaluating the submitted price without negotiations, stating that the Board will evaluate the proposal as submitted.
- ii. Ms. Daly inquired about the days RCI has been on-site, and Mr. Brewer mentioned RCI has completed at least four visits, including the pre-bid.
- iii. Mr. Brewer raised concerns about the broad pricing in the RFP, suggesting a need for a more specific breakdown. Ms. Daly noted a lack of on-site presence and insufficient tree counts in several bids.
- iv. Ms. Daly asked if RCI submitted questions, and Mr. Brewer confirmed submitting numerous inquiries to Mr. Mena.
- v. Mr. Sebestyen asked about providing housing for the permanent workforce, and Mr. Brewer affirmed their participation in the H2B visa program, offering housing and transportation.
- vi. Mr. Sebestyen questioned if RCI would consider bidding on other types of work even if not awarded the landscaping bid, to which Mr. Brewer stated yes, RCI would be willing to help.
- vii. Mr. Sebestyen queried about the number of clients lost in the last three years, and Mr. Brewer cited a 97% retention rate, attributing losses to changes in authority or occasional maintenance issues. Mr. Brewer explained that they are as on of the largest companies in the country, they're bound to lose a few accounts for various reasons.
- viii. Mr. Sebestyen inquired about RCI's experience with invasive plants, and Mr. Brewer mentioned their team of horticulturists and doctors on staff. Mr. Sebestyen asked if many clients inquire about invasives, to which Scott responded negatively.
- ix. Mr. Sebestyen questioned why financial statements were not provided, and Mr. Brewer mentioned it was a decision made by the CFO.
- x. Mr. Simmons asked about Vista Lakes' size compared to other properties, and Mr. Brewer highlighted its substantial acreage and dollar value.
- xi. Mr. Simmons queried if RCI would have representation at meetings, and Mr. Brewer affirmed it as part of their contractual obligation.
- xii. Mr. Sebestyen asked about the extensiveness of the contract, and Mr. Brewer expressed a preference for more breakout details.
- xiii. Ms. Daly expressed immediate concern about Mr. Brewer's response regarding attention to detail, considering Vista Lakes' uniqueness and the price discrepancy observed between RCI's bid and other bids.
- xiv. Mr. Brewer clarified that RCI generated their own maps and prepared all necessary information, which resulted in the submitted price.
- xv. Mr. DeCrotie asked if RCI currently works with Inframark, and Scott confirmed they do not.

4. Servello

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- a. James Whitaker, Scott Feliciano, Keith Lindquist: James expressed gratitude to the Board for their years of service. He emphasized the importance of the Servello mission statement, originally crafted by Greg many years ago, which he proceeded to read to the Board. James acknowledged various challenges faced by the company over the years but assured the Board that Servello remains committed to delivering excellent service. He highlighted their in-depth knowledge and prior experience in the community, enabling them to offer a more accurate pricing structure. James shared ongoing efforts to enhance their team, praising Keith Lindquist as a valuable addition with extensive experience, including stints at Disney and other commercial properties.
- b. Mr. Feliciano: In response to why the Board should choose Servello, Scott emphasized that Vista Lakes is Servello's home—they know and love the property. He stressed Servello's dedication to customer satisfaction and service quality. Scott also mentioned his frequent on-site presence, even on weekends, and expressed satisfaction with Mr. Lindquist contributions.
- c. Mr. Lindquist: Building on the previous comments, Mr. Lindquist emphasized the advantage of Servello's proximity, enabling immediate service. He committed to being on-site daily, working closely with the crew to enhance the overall appearance of Vista Lakes.
- d. Mr. Feliciano: Addressing areas for improvement, Mr. Feliciano mentioned the focus on enhancing turn-around time. He acknowledged the constant work related to accidents, damages, and the need to streamline response times.
- e. Questions:
 - i. Ms. Daly: Did Servello submit any questions? No, Servello did not submit questions. Ms. Daly inquired about the parties that submitted questions, and Gabriel clarified that it was Brightview and RCI.
 - ii. Mr. DeCrotie: Regarding communication, Mr. Feliciano already addressed it. He wants to see improved communication from all service providers.
 - iii. Mr. Simmons: Thank you for bringing more than one person to answer questions. Mr. Simmons asked about the Board's and Supervisors' role in emergency situations. Mr. Feliciano explained that there should be someone from Servello close by for emergencies, as their office is not too far from the District.
 - iv. Mr. Simmons: Is Vista Lakes the biggest? Mr. Whitaker clarified that Vista Lakes is the second-largest property, with Victoria Park being the largest.
 - v. Ms. Edwards: How many crews are there, and how often are they around? Mr. Feliciano explained that during the summer, there are six people on-site (four in winter), working five days a week, Monday through Friday. Mr. Whitaker added that Servello is on-site every week regardless of the scope, often filling in "mowing" weeks with "detail" weeks for improvements and focused attention. Mr. Simmons noted he has observed Servello mowing during meetings, and Servello confirmed their flexibility.

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- vi. Mr. Sebestyen: The contract had no changes; is Servello okay with that? Yes, Servello is okay with the unchanged contract. Mr. Feliciano and Mr. Whitaker mentioned that prices have increased, not as an attempt to overcharge but to adjust to recent costs.
- vii. Ms. Daly: Considering that, should the bid have been higher? Does Servello anticipate additional costs for necessary work? Mr. Whitaker explained that there are items from previous years that were never billed, and Servello is willing to forego charging for certain work. They understand the budget constraints and aim to assist in adhering to it.

5. Brightview did not attend; does the Board wish to consider disqualification?

a. Motion to deem Brightview non-responsive to the bid

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor, approval was given to deem Brightview non-responsive to the bid.

6. Scoring

a. Mr. Mena tabulated the scores and reported the average points for each vendor as follows, out of the possible 100:

- Servello: 95.6
- Rotolo Consultants Inc: 81
- DownToEarth: 78

b. Motion to rank order Servello as first, RCI as second, and DTE as third

On MOTION by Ms. Edwards, seconded by Mr. Sebestyen, with all in favor, approval was given to rank order Servello as first, RCI as second, and DTE as third.

c. Motion to draft a contract based on the bid and authorize the Chair to approve this new agreement.

On MOTION by Mr. DeCrotie, seconded by Ms. Daly, with all in favor, approval was given to draft a contract based on the bid and authorize the Chair to approve this new agreement.

C. District Engineer

- a. Mr. Sebestyen - during the last meeting, significant funds were approved for a couple of projects. The sidewalk project, however, was rejected, and alternative suggestions involving new drainage and plant installations were proposed. Inframark is collaborating with Servello and Pegasus to explore viable alternatives. Mr. Sebestyen noted that the initial proposal

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was deemed high due to insufficient time for investigation, and the vendor recommended trying a different company. As a result, Mr. Sebestyen was able to obtain two additional proposals from different vendors during the extended time frame.

b. Emergency Repairs for the Off-Site By-Pass Drainage System

- Mr. Hamstra obtained two alternative bids, one from Cloud9 and one from Atlantic Pipe Services (APS), detailing the pricing and outlining repair options in anticipation of identifying the cause of the problem.
- Mr. Sebestyen inquired if the situation still constituted an emergency. Mr. Hamstra affirmed that yes, the utility lines remained at risk of damage. Mr. Sebestyen then asked if Mr. Hamstra was prepared to provide a recommendation today. Mr. Hamstra confirmed and proposed a Not-To-Exceed (NTE) amount of \$50,000. He recommended Cloud9 as they had submitted a more detailed proposal.
- Mr. Medina mentioned his meeting with Cloud9 when they were on-site, noting their apparent eagerness to commence work.
- Ms. Daly emphasized the need for a swift resolution.
- Motion to approve a \$50,000 Not-To-Exceed, initiating work with Cloud9

On MOTION by Ms. Daly, seconded by Mr. Simmons, with all in favor, approval was given to approve a \$50,000 Not-To-Exceed, initiating work with Cloud9.

- i. Mr. Sebestyen expressed dissatisfaction with Mr. Hamstra's approach, citing consistently excessively high prices and revealing that a brief phone call to the City allowed him to locate a more affordable vendor for this work. Mr. Hamstra defended himself, explaining his adherence to RFP processes and the prices he received. Acknowledging his inability to justify the costs for the "Avon sidewalk" project, Mr. Hamstra insisted on following protocol, while Mr. Sebestyen urged him to recommend against approving exorbitant prices. Mr. Sebestyen wants Mr. Hamstra to offer his professional opinion on whether the price is fair, not just to pedal any offer he receives to the Board.
- ii. Ms. Daly inquired about the appropriate party to handle the bid process, questioning whether Inframark or someone else should be responsible. Mr. Clark confirmed Inframark's capability but emphasized that the established procedure designates the Engineer to manage it. Ms. Daly argued that Inframark should have consulted the City for expertise rather than relying on the Engineer. Mr. Hamstra clarified the evolving process, citing the need to await responses in the current climate.
- iii. Mr. Sebestyen pointed out that the District has been facing challenges with recent high prices.
- iv. Mr. Hamstra clarified that receiving a bid from an alternative company doesn't grant automatic acceptance due to the formal bid process. Mr. Clark concurred, explaining the District's obligation to adhere to the responses received. He added that bids exceeding \$195k must undergo public bidding, and bundling two

Vista Lakes CDD
December 14, 2023

- 328 projects led them to anticipate surpassing the threshold. Mr. Sebestyen asked
329 about splitting the two projects apart.
- 330 v. Mr. Hamstra admitted that the bid from Element was high, attributed to the short
331 response time given to them, and that Element advised him to find another
332 company who was better suited to this work.
- 333 vi. Ms. Daly pressed for Inframark's role in having contractors ready for all types of
334 work. Mr. Clark highlighted historical vendors but clarified the inability to split
335 bids to stay under the threshold.
- 336 vii. Mr. Clark emphasized the impossibility of splitting bids to stay below the
337 threshold.
- 338 viii. Ms. Goldyn argued that the District Manager should handle most projects, but for
339 large-scale endeavors, the Engineer's involvement is crucial. Ms. Daly suggested
340 Inframark take the lead in reaching out to vendors, expecting there would be
341 different contractor list between the two companies.
- 342 ix. Mr. Sebestyen contended that the current projects should not have gone out to
343 bid, as he believed both would have remained under the \$195k threshold.
- 344 x. Ms. Edwards left the meeting at 11:24 a.m.
- 345 xi. Mr. Sebestyen clarified that Mr. Hamstra labeling the project as urgent had nearly
346 led the Board to approve it with no real consideration.
- 347 xii. Ms. Daly inquired about the possibility of finding a different bid for the pathway
348 trail. The response indicated that resolving the open public bid is a prerequisite.
349 Mr. Clark and Mr. Hamstra clarified that rejecting the existing bid and issuing a
350 new one for the same scope is not a path the Board wants to go down.
- 351 xiii. Ms. Daly emphasized that the entire trail poses a liability and requires
352 comprehensive repairs, advocating against regressing.
- 353 xiv. Mr. Sebestyen highlighted the acquisition of a lower price and recommended
354 scrapping the previous agreement.
- 355 xv. Mr. Hamstra cautioned that such an action by the Board could lead to legal
356 consequences, including potential lawsuits. Mr. Clark concurred, emphasizing
357 the District's vulnerability to legal action.
- 358 xvi. The discussion revolved around the cost of the trail repairs and the alternative
359 proposal received. Mr. Mena detailed that the vendor suggested replacing only
360 200 feet of the trail near Warwick, applying a 1-inch layer of asphalt with no
361 additional corrections. Mr. Mena clarified that the scope is not nearly as
362 comprehensive, but that he is not an asphalt expert so cannot speak to the vendor's
363 recommendations.
- 364 xvii. Mr. Sebestyen expressed concern about the Board's financial capacity, especially
365 considering the recent approval of an additional \$50,000 expense for emergency
366 pipe repair during the current meeting.
- 367 xviii. Mr. Sebestyen mentioned that a significant financial discussion including
368 regarding a loan for the community is still scheduled for February.
- 369 xix. Because of an urgent project and various budgetary constraints, the Board has
370 opted to postpone the advancement of this project for now. Consequently, all
371 received bids will be rejected, and the vote made at the November 30 meeting
372 will be revoked.
- 373

374 On MOTION by Mr. Sebestyen, seconded by Mr.
375 DeCrotie, with Ms. Daly opposed, approval was given to
376 revoke the vote made at the November 30 meeting.

Vista Lakes CDD
December 14, 2023

- xx. Ms. Daly is apprehensive that the Board has previously taken a vote on this matter, and residents are already acquainted with the outcome. She also expresses concerns regarding the legality of such activities.
- xxi. How would the revised scope appear? Mr. Mena clarified that the potential solution could involve replacing only the 200 feet at the Warwick end and considering addressing the remainder in the future.
- xxii. Ms. Daly inquired about the possibility of narrowing down the scope to replacing the 200 feet, addressing severely damaged areas, and subsequently applying a 1-inch overlay.
- xxiii. Mr. Hamstra advises against fixing the 200 feet and adding an overlay. Instead, he suggests replacing the initial 200 feet and gradually addressing the remaining areas over time. Mr. Hamstra believes that adding a 1-inch overlay won't solve any of the actual issues, as the cracks will show through.
- xxiv. It was noted that the scope revision will be coordinated with the initially awarded vendor.
- xxv. Instruct the team to assess and address pressing safety issues promptly and redefine the scope of the asphalt trail to specifically address these immediate safety concerns. Mr. Hamstra, Ms. Daly, and Mr. Mena will be responsible for evaluating these concerns.

FOURTH ORDER OF BUSINESS

Business Items

A. Mr. Mena reported two proposals from Sitex

- Motion to authorize Sitex repairs for the two fountains, totaling \$6,336, if not covered by warranty, and to approve pond #2 repair costing \$8,438.

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor, approval was given to authorize Sitex repairs totaling \$6,336, if not covered by warranty, and to approve pond #2 repair costing \$8,438.

B. Mr. Mena also informed the group about his upcoming move in a few months. He introduced Jeanie Johnson, who will be assuming his role. Ms. Goldyn explained that additional changes will be implemented through Inframark.

FIFTH ORDER OF BUSINESS

Supervisor Requests

The Supervisors had no request at this time.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Sebestyen, seconded by Ms. Daly, with all in favor, the meeting adjourned at 12:24 p.m.

Vista Lakes CDD
December 14, 2023

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Secretary/Assistant Secretary

Chair/Vice Chair

VISTA LAKES
Community Development District

Financial Report

December 31, 2023

Prepared by:



VISTA LAKESCommunity Development District

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VISTA LAKES
Community Development District

Financial Statements

(Unaudited)

December 31, 2023

VISTA LAKES

Community Development District

Governmental Funds**Balance Sheet**
December 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 A1 & A2 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 706,091	\$ -	\$ 706,091
Interest Receivable	8,833	-	8,833
Due From Other Funds	-	225,237	225,237
Investments:			
Certificates of Deposit - 12 Months	500,000	-	500,000
Money Market Account	815,633	-	815,633
Reserve Fund (A-1)	-	29,417	29,417
Reserve Fund (A-2)	-	64,587	64,587
Revenue Fund (A-1)	-	59,238	59,238
Revenue Fund (A-2)	-	78,594	78,594
Prepaid Items	682	-	682
Deposits	33,929	-	33,929
TOTAL ASSETS	\$ 2,065,168	\$ 457,073	\$ 2,522,241
<u>LIABILITIES</u>			
Accounts Payable	\$ 80,741	\$ 29,936	\$ 110,677
Accrued Expenses	17,074	-	17,074
Due To Other Funds	225,237	-	225,237
TOTAL LIABILITIES	323,052	29,936	352,988
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	682	-	682
Deposits	33,929	-	33,929
Restricted for:			
Debt Service	-	427,137	427,137
Assigned to:			
Operating Reserves	350,665	-	350,665
Reserves - Entry Features	50,601	-	50,601
Reserves - Fences / Walls	315,038	-	315,038
Reserves - Irrigation System	115,550	-	115,550
Reserves - Other	312,807	-	312,807
Res-Pav/Concrete/Basin/Curb	340,410	-	340,410
Reserves - Ponds / Lakes	186,071	-	186,071
Reserves-Reserve Study	13,138	-	13,138
Unassigned:	23,225	-	23,225
TOTAL FUND BALANCES	\$ 1,742,116	\$ 427,137	\$ 2,169,253
TOTAL LIABILITIES & FUND BALANCES	\$ 2,065,168	\$ 457,073	\$ 2,522,241

VISTA LAKES

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 40,000	\$ 11,739	29.35%	\$ 3,667
Interlocal Agreement	40,000	-	0.00%	-
Interest - Tax Collector	9,000	839	9.32%	839
Special Assmnts- Tax Collector	1,399,748	391,057	27.94%	325,144
Special Assmnts- Discounts	(55,990)	(15,704)	28.05%	(12,995)
Other Miscellaneous Revenues	-	10,000	0.00%	-
TOTAL REVENUES	1,432,758	397,931	27.77%	316,655

EXPENDITURES**Administration**

P/R-Board of Supervisors	5,600	2,800	50.00%	1,800
FICA Taxes	428	214	50.00%	138
ProfServ-Arbitrage Rebate	1,200	1,200	100.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	80,000	24,261	30.33%	24,261
ProfServ-Legal Services	30,000	21,792	72.64%	7,932
ProfServ-Mgmt Consulting	63,000	15,750	25.00%	5,250
ProfServ-Property Appraiser	2,196	-	0.00%	-
ProfServ-Special Assessment	5,330	5,392	101.16%	5,330
ProfServ-Trustee Fees	7,596	7,596	100.00%	-
Auditing Services	6,100	-	0.00%	-
Website Compliance	3,000	860	28.67%	455
Postage and Freight	500	49	9.80%	28
Insurance - General Liability	13,562	13,427	99.00%	-
R&M-Emergency & Disaster Relief	-	15,423	0.00%	15,423
Printing and Binding	2,000	-	0.00%	-
Legal Advertising	1,000	291	29.10%	-
Miscellaneous Services	2,100	540	25.71%	180
Misc-Assessment Collection Cost	1,988	-	0.00%	-
Office Supplies	250	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	227,025	109,770	48.35%	60,797

Field

ProfServ-Field Management	91,928	22,982	25.00%	7,661
Contracts-Lake and Wetland	24,864	6,216	25.00%	2,072
Contracts-Fountain	9,600	2,400	25.00%	325
Communication - Teleph - Field	11,000	2,415	21.95%	805
Electricity - Streetlights	110,000	27,456	24.96%	6,712
Utility - Water & Sewer	84,000	18,415	21.92%	8,181

VISTA LAKES

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
Streetlights Gated	75,000	19,260	25.68%	4,888
Streetlights Non-Gated	120,000	31,035	25.86%	7,877
R&M-Common Area	50,000	7,688	15.38%	208
R&M-Fountain	2,000	375	18.75%	-
Misc-Contingency	30,000	-	0.00%	-
Holiday Lighting & Decorations	18,338	24,100	131.42%	10,690
Total Field	626,730	162,342	25.90%	49,419
<u>Landscape Services</u>				
Contracts-Landscape	360,044	90,011	25.00%	30,004
Contracts-Landscape Consultant	1,500	-	0.00%	-
Contracts-Mulch	45,000	-	0.00%	-
Contracts-Annuals	23,809	7,582	31.85%	-
Lease - Building	8,184	2,046	25.00%	682
R&M-Irrigation	25,000	3,905	15.62%	1,492
R&M-Trees and Trimming	25,367	12,500	49.28%	-
R&M-Plant&Tree Replacement	60,000	9,517	15.86%	9,517
Total Landscape Services	548,904	125,561	22.87%	41,695
<u>Reserves</u>				
Reserve	30,100	15,860	52.69%	-
Total Reserves	30,100	15,860	52.69%	-
TOTAL EXPENDITURES & RESERVES	1,432,758	413,533	28.86%	151,911
Excess (deficiency) of revenues Over (under) expenditures	-	(15,602)	0.00%	164,744
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	-	0.00%	-
Net change in fund balance	\$ -	\$ (15,602)	0.00%	\$ 164,744
FUND BALANCE, BEGINNING (OCT 1, 2023)	1,757,718	1,757,718		
FUND BALANCE, ENDING	\$ 1,757,718	\$ 1,742,116		

VISTA LAKES

Community Development District

Series 2017 A1 and A2 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 14	\$ 3,736	26685.71%	\$ 992
Interest - Tax Collector	5,000	446	8.92%	446
Special Assmnts- Tax Collector	743,052	201,949	27.18%	166,887
Special Assmnts- Discounts	(29,722)	(8,117)	27.31%	(6,672)
TOTAL REVENUES	718,344	198,014	27.57%	161,653
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,258	-	0.00%	-
Total Administration	1,258	-	0.00%	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	218,000	-	0.00%	-
Principal Debt Retirement A-2	298,000	-	0.00%	-
Interest Expense Series A-1	68,913	34,457	50.00%	-
Interest Expense Series A-2	121,338	60,669	50.00%	-
Total Debt Service	706,251	95,126	13.47%	-
TOTAL EXPENDITURES	707,509	95,126	13.45%	-
Excess (deficiency) of revenues Over (under) expenditures	10,835	102,888	949.59%	161,653
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	10,835	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	10,835	-	0.00%	-
Net change in fund balance	\$ 10,835	\$ 102,888	949.59%	\$ 161,653
FUND BALANCE, BEGINNING (OCT 1, 2023)	324,249	324,249		
FUND BALANCE, ENDING	\$ 335,084	\$ 427,137		

Notes to the Financial Statements
December 31, 2023

General Fund

► **Assets**

- **Cash and Investments** - The district has one money market and one checking account with Bank United.
- **Due from Other Funds** - Amount due to DS for assessment collections. Funds to be transferred in January.
- **Deposits** - Duke Energy, OCU utility deposits & Infinity Sign & Graphix (sign & fence deposit 50%).

► **Liabilities**

- **Accounts Payable** - Invoices for current month but not paid in current month.
- **Accrued Expenses** - Fountain maintenance & electric.
- **Due to Other Funds** - Amount due to DS for assessment collections. Funds to be transferred in January.

► **Fund Balance**

- **Assigned To:** Reserves to be approved by the board:

Operating Reserves	\$	350,665	1st Q operating reserves per Sch A FY23-24
Entry Features		50,601	Reserves approved by Board 11/30/23
Fences, Walls		315,038	" "
Irrigation System		115,550	" "
Other		312,807	" "
Pavement, Concrete, Catch Basins, Curb Inlets		340,410	" "
Ponds, Lakes		186,071	" "
Reserve Study		13,138	" "
Total Reserves	\$	1,684,280	

VISTA LAKES

Community Development District

Expenses - All Funds

Revenue & Expenses - All Funds**December 31, 2023****Financial Overview / Highlights**

Interest revenue from the Money Market is approximately 29% of the adopted budget.

Total General Fund non-ad valorem assessments are 28% collected and total revenue is 28% of adopted budget.

Total General Fund expenditures and reserves are approximately 29% of the adopted budget.

Other miscellaneous revenue: Clark & Albaugh reimbursement for drainage encroachments.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
P/R Board of Supervisors	\$ 5,600	\$ 2,800	50%	Board member payroll YTD above budgeted amount.
FICA Taxes	\$ 428	\$ 214	50%	Payroll taxes YTD above budgeted amount.
ProfServ - Arbitrage Rebate	\$ 1,200	\$ 1,200	100%	Arbitrage fees paid in full.
ProfServ-Engineering	\$ 80,000	\$ 24,261	30%	Remington view court drainage improvements.
ProfServ-Legal Services	\$ 30,000	\$ 21,792	73%	Board meeting attendance & RFP for landscaping/ground maintenance agreements.
ProfServ-Special Assessment	\$ 5,330	\$ 5,392	101%	Assessments paid in full.
ProfServ-Trustee Fees	\$ 7,596	\$ 7,596	100%	Trustee fees paid in full.
Website Compliance	\$ 3,000	\$ 860	29%	Website hosting fees YTD.
Insurance-General Liability	\$ 13,562	\$ 13,427	99%	FIA Insurance paid in full.
R&M -Emergency & Disaster Relief	\$ -	\$ 15,423	N/A	Engineering fees related to Hurricane Ian
Legal Advertising	\$ 1,000	\$ 291	29%	Notices for public hearings.
Miscellaneous Services	\$ 2,100	\$ 540	26%	Record storage fees.
Annual District Filing Fee	\$ 175	\$ 175	100%	Annual fee paid in full.
<u>Field</u>				
Streetlights Gated	\$ 75,000	\$ 19,260	26%	Fees for electricity higher than PY.
Streetlights Non-Gated	\$ 120,000	\$ 31,035	26%	Fees for electricity higher than PY.
Holiday Lighting & Decorations	\$ 18,338	\$ 24,100	131%	Holiday decorations paid in full.
<u>Landscape Services</u>				
Contracts Annuals	\$ 23,809	\$ 7,582	32%	Semi-seasonal annuals installed.
R&M-Trees and Trimming	\$ 25,367	\$ 12,500	49%	Treatment for exotic vegetation & tree removals.
<u>Reserves</u>				
Reserve	\$ 30,100	\$ 15,860	53%	Installation of new fountain.

VISTA LAKES
Community Development District

Supporting Schedules

December 31, 2023

VISTA LAKES

Community Development District

**Non-Ad Valorem Special Assessments - Orange County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2024**

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs (1)	Gross Amount Received	General Fund	Debt Service 2017-A1 Fund	Debt Service 2017-A2 Fund
Assessments Levied FY 2024				\$ 2,142,800	\$ 1,399,748 65%	\$ 301,632 41%	\$ 441,420 59%
11/07/23	\$ 6,574	\$ 349	\$ -	\$ 6,923	\$ 6,923	\$ -	\$ -
11/07/23	3,722	199	-	3,921		1,591	2,329
11/15/23	12,588	525	-	13,112	13,112		
11/15/23	5,492	229	-	5,720		2,322	3,398
11/30/23	44,042	1,835	-	45,877	45,877		
11/30/23	24,404	1,017	-	25,421		10,318	15,103
12/07/23	76,644	3,187	-	79,831	79,831		
12/07/23	38,049	1,583	-	39,632		16,087	23,545
12/14/23	105,226	4,385	-	109,611	109,611		
12/14/23	55,706	2,321	-	58,028		23,553	34,474
12/21/23	130,279	5,423	-	135,702	135,702		
12/21/23	66,459	2,768	-	69,227		28,099	41,128
TOTAL	\$ 569,185	\$ 23,820	\$ -	\$ 593,006	\$ 391,057	\$ 81,971	\$ 119,978
% COLLECTED				27%	27%	27%	27%
TOTAL OUTSTANDING				\$ 1,549,794	\$ 1,008,692	\$ 219,661	\$ 321,442

Notes:

(1) Collection costs are paid once a year to Orange County Tax Collector (# of parcels on roll 4,388 X .7744 price per parcel)

VISTA LAKES
Community Development District

Balance Sheet - All Funds

Cash and Investment Report
December 31, 2023

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating	Bank United	N/A	0.00%	\$ 706,091 (1)
Certificate of Deposit - 12 Months	Bank United	2/1/2024	2.65%	\$ 500,000
Money Market Account	Bank United	N/A	5.45%	\$ 815,633
Subtotal General Fund				\$ 2,021,724
DEBT SERVICE FUND				
Series 2017 A-1 Reserve account	US Bank	N/A	5.15%	\$ 29,417
Series 2017 A-2 Reserve account	US Bank	N/A	5.15%	\$ 64,587
Series 2017 A-1 Revenue account	US Bank	N/A	5.15%	\$ 59,238
Series 2017 A-2 Revenue account	US Bank	N/A	5.15%	\$ 78,594
Subtotal Debt Service Fund				\$ 231,836
Total				\$ 2,253,560

Note: (1) Transferring \$161K to US Bank in January.

Vista Lakes CDD

Bank Reconciliation

Bank Account No. 5060 BankUnited GF
Statement No. 12-23
Statement Date 12/31/2023

G/L Balance (LCY)	706,090.64	Statement Balance	739,130.94
G/L Balance	706,090.64	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	739,130.94
Subtotal	706,090.64	Outstanding Checks	33,040.30
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	706,090.64	Ending Balance	706,090.64
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/9/2023	Payment	996	PEGASUS ENGINEERING	850.00	0.00	850.00
11/9/2023	Payment	999	PEGASUS ENGINEERING	31,240.96	0.00	31,240.96
12/28/2023	Payment	DD787	Payment of Invoice 013289	144.59	0.00	144.59
12/29/2023	Payment	DD785	Payment of Invoice 013295	804.75	0.00	804.75
Total Outstanding Checks.....				33,040.30		33,040.30

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENERAL FUND - 001</u>							
CHECK # 1003							
001	12/04/23	CITY OF ORLANDO	DEC-23	LIGHTING AGREEMENT DEC - 23	Electricity - Streetlighting	543013-53901	\$2,728.66
Check Total							\$2,728.66
CHECK # 1004							
001	12/04/23	CLARK, ALBAUGH LLP	18556	LEGAL FEE 10/13-31 /23	ProfServ-Legal Services	531023-51401	\$4,843.50
Check Total							\$4,843.50
CHECK # 1005							
001	12/04/23	FEDEX	8-267-02498	POSTAGE	Postage and Freight	541006-51301	\$12.46
Check Total							\$12.46
CHECK # 1006							
001	12/04/23	FLORIDA WATER FEATURES, INC.	24001	OCT 2023 WEEKLY BASIN/ WATERFALL CLEANING	Contracts-Fountain	534023-53901	\$325.00
Check Total							\$325.00
CHECK # 1007							
001	12/04/23	INFRAMARK, LLC	103679	OCT 2023 MANAGEMENT FEE	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,250.00
001	12/04/23	INFRAMARK, LLC	103679	OCT 2023 MANAGEMENT FEE	ProfServ-Field Management	531016-53901	\$7,660.67
001	12/04/23	INFRAMARK, LLC	103679	OCT 2023 MANAGEMENT FEE	Miscellaneous Services	549001-51301	\$180.00
Check Total							\$13,090.67
CHECK # 1008							
001	12/04/23	SCOTT RANDOLPH	36356-112823	Stormwater Fees FY 22/23	ProfServ-Special Assessment	531038-51301	\$62.26
Check Total							\$62.26
CHECK # 1009							
001	12/04/23	SERVELLO	25078	LANDSCAPE MAINT NOV 2023	Contracts-Landscape	534050-53902	\$30,003.65
Check Total							\$30,003.65
CHECK # 1011							
001	12/20/23	CLARK, ALBAUGH LLP	18592	SELENE APARTMENTS / STORMWATER	LEGAR SERVICE 10/19-30/23	531023-51401	\$390.00
001	12/20/23	CLARK, ALBAUGH LLP	18591	GEN MATTERS THRU NOV 2023	LEGAR SERVICE 10/19-30/23	531023-51401	\$7,758.69
001	12/20/23	CLARK, ALBAUGH LLP	18593	ENTRANCE MONUMENT SIGN DEMAND LETTER	LEGAR SERVICE 10/19-30/23	531023-51401	\$399.00
001	12/20/23	CLARK, ALBAUGH LLP	18594	LEGAL THUR NOV 2023 - 4921 HOPESPRING DR	4921 HOPESPRING DR	531023-51401	\$627.44
Check Total							\$9,175.13
CHECK # 1012							
001	12/20/23	CONNOR F. GRAHAM	2648	CHRISTMAS LIGHTS 10/11/23	Holiday Lighting & Decorations	549940-53901	\$10,690.15
001	12/20/23	CONNOR F. GRAHAM	2649	CHRISTMAS LIGHTS 11/06/23 - BALANCE DUE	Holiday Lighting & Decorations	549940-53901	\$13,410.00
Check Total							\$24,100.15
CHECK # 1013							
001	12/20/23	FAST SIGNS	2060-22678	REFELCTIVE 12"WX 18"H ALUMINIUM SIGN	R&M-Common Area	546016-53901	\$767.36
Check Total							\$767.36
CHECK # 1014							
001	12/20/23	HOME DEPOT CREDIT SVS	11212023-7884	MAINTENANCE SUPPLIES	MAINT SUPPLIES	546016-53901	\$302.18
Check Total							\$302.18
CHECK # 1016							
001	12/20/23	ORLANDO SENTINEL	083561383000	NOTICE OF PUBLIC HEARING 11/3/23	Legal Advertising	548002-51301	\$290.68
Check Total							\$290.68

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 1017							
001	12/20/23	PROPET DISTRIBUTION	144034	DOG PARK PICK UP TRASH BACKS	R&M-Common Area	546016-53901	\$3,185.00
Check Total							\$3,185.00
CHECK # 1018							
001	12/20/23	SERVELLO	25175	BROKEN MAINLINE - VISTA PARK AT WINDSOR	SEASONAL ANNUALS- CONTRACT	546041-53902	\$1,194.66
Check Total							\$1,194.66
CHECK # 1019							
001	12/20/23	SITEX AQUATICS, LLC	7656B	NOV 2023 LAKE MAINT - 14 WATERWAYS	50% FOUNTAIN DEPOSIT/ LED LIGHT INSTALLATION	534021-53901	\$2,072.00
001	12/20/23	SITEX AQUATICS, LLC	7701-B	FINAL FOUNTAIN INSTALLATION PAYMENT	Reserve	568022-58100	\$7,930.00
Check Total							\$10,002.00
CHECK # 1020							
001	12/20/23	INFRAMARK, LLC	104880	NOV 2023 MGMT FEES - RECORD STORAGE FEE	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,250.00
001	12/20/23	INFRAMARK, LLC	104880	NOV 2023 MGMT FEES - RECORD STORAGE FEE	ProfServ-Field Management	531016-53901	\$7,660.67
001	12/20/23	INFRAMARK, LLC	104880	NOV 2023 MGMT FEES - RECORD STORAGE FEE	Miscellaneous Services	549001-51301	\$180.00
001	12/20/23	INFRAMARK, LLC	105434	NOV 2023 VARIABLE CHARGES	Postage and Freight	541006-51301	\$13.86
001	12/20/23	INFRAMARK, LLC	105434	NOV 2023 VARIABLE CHARGES	GO DADDY	534397-51301	\$17.24
001	12/20/23	INFRAMARK, LLC	105041	OCT 2023 VARIABLE CHARGES	Postage and Freight	541006-51301	\$7.56
001	12/20/23	INFRAMARK, LLC	105041-CORR	TO CORRECT AMOUNT ON INV 105041	Lease - Building	544031-53902	\$682.00
Check Total							\$13,811.33
CHECK # DD770							
001	12/01/23	AT&T - ACH	111323-2683 ACH	BILL PRD 11/13-12/12/23	Communication - Teleph - Field	541005-53901	\$804.75
Check Total							\$804.75
CHECK # DD785							
001	12/29/23	AT&T - ACH	3141 121323 ACH		Communication - Teleph - Field	541005-53901	\$804.75
Check Total							\$804.75
CHECK # DD786							
001	12/01/23	BMZ PARTNERSHIP - ACH	405561	RENTAL OF BLDG 02 - UNIT #32	Lease- Building	544031-53902	\$682.00
Check Total							\$682.00
CHECK # DD787							
001	12/28/23	CHARTER COMMUNICATIONS - ACH	1624067121123	SERVICE DATE 12/11/23-01/10/24	R&M-Common Area	546016-53901	\$144.59
Check Total							\$144.59
CHECK # DD788							
001	12/26/23	DUKE ENERGY FLORIDA, INC.	112223 ACH	SERVICE DATE 10/21-12/01/23	Streetlights Non-Gated	543047-53901	\$10,339.16
001	12/26/23	DUKE ENERGY FLORIDA, INC.	112223 ACH	SERVICE DATE 10/21-12/01/23	Electricity - Streetlighting	543013-53901	\$7,712.45
001	12/26/23	DUKE ENERGY FLORIDA, INC.	112223 ACH	SERVICE DATE 10/21-12/01/23	Streetlights Gated	543046-53901	\$6,410.79
Check Total							\$24,462.40
CHECK # DD790							
001	12/26/23	ORANGE COUNTY UTILITIES - ACH	121223-7700 ACH	BILL PRD 11/10-12/12/23	Utility - Water & Sewer	543021-53901	\$25.36
Check Total							\$25.36
CHECK # DD792							
001	12/27/23	WASTE CONNECTIONS OF FLORIDA	1478495W460 ACH	REFUSE REMOVAL DEC 2023	REFUSE REMOVAL - DEC 2023	546016-53901	\$310.74
Check Total							\$310.74



Quarterly Compliance Audit Report

Vista Lakes

Date: December 2023 - 4th Quarter

Prepared for: Sandra Demarco

Developer: Inframark

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

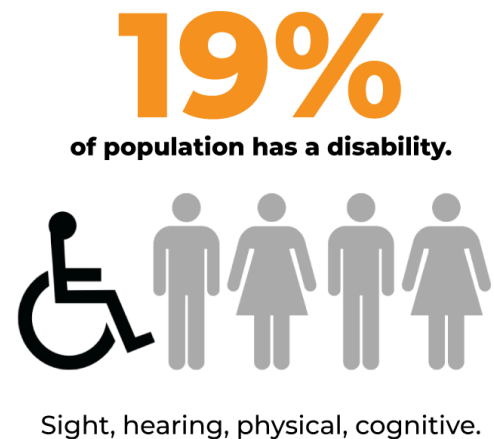
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Vista Lakes Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Orange County, Florida; and

WHEREAS, the Board of Supervisors (“**Board**”), desires to appoint, Frank Sebestyen as Chairman, Paula Edwards as Vice Chairman, John DeCrotie as Assistant Secretary, Carla Daly as Assistant Secretary, Aaron Simmons as Assistant Secretary, Yari Villarrubia as Assistant Secretary, Stephen Bloom as Treasurer and Joanne Blanchard as Assistant Treasurer.

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

1. **District Officers.** Frank Sebestyen as Chairman, Paula Edwards as Vice Chairman, John DeCrotie as Assistant Secretary, Carla Daly as Assistant Secretary, Aaron Simmons as Assistant Secretary, Yari Villarrubia as Assistant Secretary, Stephen Bloom as Treasurer and Joanne Blanchard as Assistant Treasurer.
2. **Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
3. **Effective Date.** This Resolution shall become effective on the date of its adoption.

Adopted this 1st day of February 2024.

Attest:

**Vista Lakes Community Development
District**

Secretary

Chair/ Vice Chair