VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

FEBRUARY 13, 2020

Inframark, Infrastructure Management Services

210 North University Drive • Suite 702 • Coral Springs, Florida 33071 Telephone: (954) 603-0033 • Fax: (954) 345-1292

February 6, 2020

Board of Supervisors

Vista Lakes Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District will be held **Thursday, February 13, 2020** at **6:30 p.m.** at the Vista Lakes Clubhouse, located at 8841 Lee Vista Boulevard, Orlando, Florida 32829. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comments
- 3. Business Administration Items
 - **A.** Consideration of the Minutes of the October 3, 2019 Board of Supervisors Meeting
 - **B.** Consideration of December 2019 Check Register and Invoices
 - **C.** Consideration of December 2019 Financial Statements
 - **D.** Motion to Assign Fund Balance
 - **E.** Acceptance of the Fiscal Year 2019 Audit
- 4. Old Business
- 5. New Business
 - **A.** HOA/CDD Matters
 - i. Proposals for West and East Tower Cameras
 - ii. Consideration of License Agreement for Installation and Ongoing Maintenance and Use of Camera System
- 6. Staff Reports
 - A. District Engineer
 - i. Outfall System Modification Construction Plans and Cost Estimate
 - **B.** District Counsel
 - **C.** District Manager
 - i. Consideration of Updated Inframark Management and Field Services Agreement
 - ii. Ratification of Chair-Authorized Expenditures Between Meetings
 - **D.** Field Operations
 - i. Field Management Report
 - ii. Servello Proposals:

Newport Brickwall Southside #3529

Valve Pit Boxes #3530

Warwick Median Bedding Plants #3531

Melrose Front Entrance Bedding Plants #3536

- iii. Solitude Lake Management Quote and Updated Scope of Service (TO BE SENT UNDER SEPARATE COVER)
 - Proposal & Work Order Authorization #0861004 Purchase and

Installation of Benches

- v. Work Order Authorization #0861005 Asphalt Repair
- vi. HOA Liaison Report
- 7. Supervisor Requests

iv.

8. Adjournment

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me

Sincerely,

Kristen Suit

Kristen Suit

District Manager

Third Order of Business

3A.

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, October 3, 2019 at 10:00 a.m. at the Vista Lakes Clubhouse, located at 8841 Lee Vista Boulevard, Orlando, Florida.

Present and constituting a quorum were:

Frank Sebestyen Chairman
William Pass Vice Chairman
Paula Edwards Assistant Secretary
John DeCrotie, Sr. Assistant Secretary

Also present were:

Kristen Suit

Scott Clark

David Hamstra

Ariel Medina

Carla Daly

Jeff Cornett

District Counsel

District Engineer

Field Supervisor

HOA Liaison

Servello & Sons

Andy Knot Solitude Lake Management

Jaison Thomas Reserve Advisors (Via Telephone)

Lexington Pool & Maintenance Representative

Gentry Park Representative

The following is a summary of the discussions and actions taken at the October 3, 2019 Vista Lakes Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS Public Comments

A resident commented on the following item:

 Vista Lakes/Vista Park buffer. The Board wanted to obtain planting quotes or extend the walk. This will be discussed at the next meeting, after the Vista Park meeting.

FIFTH ORDER OF BUSINESS

Staff Reports

- C. District Manager
 - v. Discussion of Reserve Study
- Mr. Sebestyen briefly discussed the background.
- Mr. Jaison Thomas of Reserve Advisors responded to questions.
 - Dredging of some lakes was added to the report in the amount of \$1.3
 Million. The cost is related to the size of the lakes, most of which are large.
 - The amount of \$100,000 was added for the drainage feature to lower the level of the big lake before a hurricane.
 - The CDD does not want to increase assessments.
 - The possibility of reduced requirements was addressed.
 - Changes to the study to be made on the Excel spreadsheet regarding Reserve Expenditures were discussed.
 - Sediment removal versus dredging was discussed. Mr. Hamstra indicated dredging may be significantly reduced by monitoring the quality of the lakes and determine whether it requires a capital improvement in the future. Mr. Hamstra will revisit the issue with Mr. Thomas and Mr. Sebestyen, and reduce the amount for dredging.
 - Funding requirements will be investigated.
 - Mr. Clark commented the next budget will be affected by any changes to this document.

THIRD ORDER OF BUSINESS

Business Administration Items

A. Consideration of the Minutes of the August 8, 2019 Board of Supervisors Meeting

Mr. Sebestyen stated each Board member received a copy of the Minutes of the August 8, 2019 Board of Supervisors Meeting, and requested any additions, corrections or deletions.

• A minor change was made, which will be reflected on the amended minutes.

There being no further additions, corrections or deletions,

On MOTION by Mr. Pass, seconded by Ms. Edwards, with all in favor, the Minutes of the August 8, 2019 Board of Supervisors Meeting was approved as amended.

B. Consideration of July/August 2019 Check Register and Invoices

Mr. Sebestyen presented the July/August 2019 Check Register and Invoices for the Board's review and approval.

- The check for holiday lighting was paid to the order of Mr. Connor F. Graham, as opposed to the company name, which was how they requested it. This was done last year as well. Mr. Pass indicated from a banking standpoint, this is not a good idea, but staff has their W-9, which contains his name, and they are paid based on the W-9.
- The invoices regarding Gentry Park mailboxes and lighting cover areas on CDD property were correct.

There being no further comments or questions,

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, the July/August 2019 Check Register and Invoices were approved.

C. Consideration of August 2019 Financial Statements

Mr. Sebestyen presented the August 2019 Financial Statements for the Board's review and approval.

- Allocation of funds is now at 100%.
- The difference between Reserve Fund A-1 and Revenue Fund A-1 was discussed.
 Collections go into the revenue account for principal and interest payments. The reserve was what was funded with the bond issue.
- The increase in interest on investments was discussed.

There being no further comments or questions,

On MOTION by Ms. Edwards, seconded by Mr. Pass, with all in favor, the August 2019 Financial Statements were approved.

FOURTH ORDER OF BUSINESS

Old Business

There being no old business, the next order of business followed.

FIFTH ORDER OF BUSINESS

Staff Reports (Continued)

D. Field Operations

i. Field Management Report

Mr. Medina presented the Field Management Report; a copy of which is attached hereto and made part of the public record.

iv. Proposal from Lexington Pool & Maintenance for Tile Replacement and Repairs of the West Fountain

A representative from Lexington Pool & Maintenance gave a presentation.

- Equipment repairs were done.
- Lexington Pool & Maintenance attorneys are currently reviewing the proposals for replacements and repairs. It should be available in the next couple of days.
- The lake fountain was serviced. They do not believe once per week servicing is enough. The aesthetic appearance has improved.
- The motor still needs to be repaired or replaced. Mr. Sebestyen may be able to approve the proposal.
- The tiles were cleaned. The representative believes there was a lack of maintenance.
- They are going to re-paint the inside of the fountain. The Board needs to decide on a color.
- The east fountain was approved at the last meeting.

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, the proposal from Lexington Pool & Maintenance for repair of the West Fountain in the amount of \$9,900 was approved, subject to preparation of a Notice to Proceed by Board Supervisor Pass, HOA Liaison Daly and Field Supervisor Medina.

ii. Report from Vertex Water Features Regarding CDD Fountains

iii. Proposals for Two New Fountains

A report regarding the CDD fountains was presented for the Board's information.

Mr. Andy Knot of Solitude Lake Management made a presentation.

• Fountain 8 was moved 50 feet back from the road. It should be moved back further to the left.

- The fountain in Lake 5 was leveled, and it will continue to be monitored.
- The breakers for Lake 7 were tightened. If the system trips, they should be notified to investigate the situation.
- Lake 10B has a broken compressor.
- Both aesthetics and aeration are important.
- A proposal in the amount of \$44,613 was presented for Fountains 8 and 10B. The cost for electric was not included.
- Mr. Sebestyen expressed the importance of determining exactly where the fountains and electricity will be placed. Mr. Knot will be happy to meet with the electrician on site to discuss placement.
- This proposal will not be approved. An updated proposal will be presented at the next meeting, once site of the power is determined, which will determine the location of the fountain.

The record shall reflect Mr. DeCrotie, Sr. joined the meeting.

• Mr. Pass commented Lake 8 needs work. Mr. Knot indicated aeration will help to protect the lake.

v. Consideration of Termination of Aquatic Systems Lake Management Services

- It has been difficult to determine who is responsible for different aspects of the contract.
- There have been disagreements between personnel of Aquatic Systems regarding work in the District.
- Mr. Knot suggested Solitude Lake Management may step in and provide services.
- Aquatic Systems is paid \$1,750 per month, and does not include additional services.
- Solitude owns Aquatic Systems, which no longer has a good reputation.
- Mr. Knot offered to have Solitude prepare a proposal package.
- The Board would like Solitude to take over all current aspects of lake maintenance.
- Lakes 8 and 10 are in bad condition.
- Lakemasters changed their name to Solitude Lake Management.
- More requirements are needed in the original contract.

• Mr. Clark advised the Board to adopt a scope of work for acceptance at the next meeting. Formal action does not need to be taken.

vi. Consideration of Sitex Proposal for Lake Management Services

• This item will be put on hold until Solitude Lake Management has fulfilled their contract.

vii. Consideration of Servello Landscaping Proposals for Gentry Park

- There are seven proposals for a total of \$12,488.
- Mr. Jeff Cornett briefly addressed the proposals.

On MOTION by Mr. Sebestyen, seconded by Ms. Edwards, with all in favor, Servello Proposals 2740, 2741, 2742, 2743, 2744, 2745 and 2860 in the total amount of \$12,488 were approved.

Miscellaneous issues were addressed.

- The new field person resigned. Staff will try to bring back Jorge, who previously worked in the community. He has been working full time for the Celebration CDD. He will attend the next meeting.
- Someone appears to be turning the controllers off. New plantings have died and grass is dry. Mr. Cornett would like to propose installing a latch lock for all irrigation cabinets. The cost is approximately \$2,000, which includes installation. Mr. Sebestyen may approve this with his authority.
- There is a dead tree at the lakefront which was struck by lightning.
- Mr. Pass would like to discuss the conservation area with Mr. Cornett after the meeting.

viii. HOA Liaison Report

- Ms. Daly discussed holiday decorating. The budget is at \$15,000. Last year it cost \$8,000 with the discount. The proposal for this year includes 100% of the lighting of 100% of the entrances into every neighborhood. There are two options.
 - New decorations may be purchased at \$450 per monument, for a total of approximately \$10,800 for 24 monuments. The decorations will have to be put up, taken down and stored properly.

We Hang Christmas Lights may handle all of the decorating for the community in the amount of \$9,317.70. This is in addition to the budgeted amount, for a total of approximately \$17,000.

On MOTION by Ms. Edwards, seconded by Mr. DeCrotie, Sr., with all in favor, the total budgeted amount of \$17,317 was approved, and the Chairman was authorized to approve Proposal #1287 from We Hang Christmas Lights in the amount of \$9,317.70, as well as any other invoices in this regard.

- The community requested installation of three benches on the Chickasaw Road walking area under the trees on the lake side. Inframark would have to seek bids.
 The Board concurred with pursuing this.
- Mr. Medina obtained a proposal for the fence replacement.
- The HOA will present a proposal for cameras in an area where there have been several accidents. The gate is the HOA's responsibility.
- The Board previously approved installation of a water meter at Newport. Mr. Medina will contact the City in this regard.

B. District Counsel

- Gentry Park would like to update their road rules regarding parking and towing, which was explained by a Gentry Park representative.
 - Mr. Clark discussed this matter.
 - The aesthetic issue with the paint can be taken care of.
 - Mr. Clark will investigate further. The Board may approve subject to legal review.

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, amendments to the Gentry Park Parking Policy were approved, subject to review by District Counsel.

A. District Engineer

Mr. Hamstra discussed options for ponding of water in Gentry Park.

• Mr. Hamstra recommended planting of a tree lawn in the space, as opposed to pumping water into inlets and pipes.

- The land may need to be pitched.
- French drains may be needed.
- There is no flooding at this time, but the ground is always saturated.
- Mr. Hamstra will present proposals at the next meeting.

ii. Discussion Regarding Flood Protection Options

- The elevation of the main control structure which regulates the water in Vista Lakes, is above the different areas.
- The water will recede over time.
- It needs to be determined whether or not the control structure can be modified.
- Mr. Hamstra presented four alternatives, a copy of which is attached hereto and made part of the public record.
- There will be a placeholder for the work in the Reserve Study.
- The pipe can handle the outflow of water.
- He recommended Alternative #1, to which the Board concurred.

i. Consideration of Fiscal Year 2019/2020 Engineering Services Proposal

• Nothing has changed since the last contract.

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, the Proposal for Fiscal Year 2019/2020 Engineering Services was approved.

B. District Counsel (Continued)

i. Discussion of Letter to City Regarding Sidewalk Maintenance

- Mr. Clark contacted the Director of Public Works for the City, and expressed the need for their policy in this regard.
- The City does not pressure wash sidewalks. However, repairs will be made to the sidewalks as long as the issue is not the property owner's fault.
- There are no expectations from the City with regards to pressure washing.
- Mr. Clark does not recommend doing anything in this regard, since it has been determined the CDD does not own the sidewalks.
- Mr. Sebestyen requested a measurement of the sidewalks, and that staff determine how much it will cost for a private company to clean the sidewalks, and present for discussion at the next meeting.

C. District Manager (Continued)

i. FEMA Update

Ms. Suit presented the FEMA Update for the Board's information.

• Mr. Medina will determine which pumps were replaced.

ii. Consideration of Updated Inframark Management Agreement

- The Board approved an amendment to the contract at the last meeting.
- Field Services and District Management are now on one agreement.
- Mr. Clark reviewed the agreement, and created a redlined document, changing the terms of the agreement.
- Automatic renewal is not recommended.
- The agreement will be effective October 1, 2019.
- Mr. Clark will present the redlined agreement at the next meeting.
- The fees will continue to be paid.
- The job description should state, a current Florida Driver's License.

iii. Consideration of Amended Budget for Fiscal Year 2020

- Website was decreased.
- Field Management was increased.
- *Miscellaneous Contingency* was decreased to make up the difference.

On MOTION by Mr. DeCrotie, Sr., seconded by Mr. Pass, with all in favor, the Fiscal Year 2020 Amended Budget was approved.

iv. Consideration of Fiscal Year 2019 Audit Engagement Letter

• The price is the same as last year.

On MOTION by Mr. Pass, seconded by Ms. Edwards, with all in favor, the Audit Engagement Letter with Grau & Associates for the Fiscal Year ended September 30, 2019 in an amount not to exceed \$5,700, was approved.

vi. Ratification of Chair-Authorized Expenditures Between Meetings

- There is a total of \$5,407.71 in Chair-authorized expenditures.
 - \gt \$3,480 for the fence.
 - ▶ \$1,927.71 for the fountain motor.

On MOTION by Mr. Pass, seconded by Mr. DeCrotie, Sr., with all in favor, Chair-authorized expenditures between meetings, in the total amount of \$5,407.71 were approved.

Mr. Pass commented the fence expense was excessive. Staff should consider other vendors. The fence was custom-made.

SIXTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Pass wants to know if the CDD has any control over landscape maintenance on commercial property. The hedges at CVS do not look good. Mr. Clark advised the CDD does not have jurisdiction, and this is a code enforcement issue.
- Mr. DeCrotie, Sr. commented on aesthetics and water quality.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Pass, seconded by Mr. DeCrotie, Sr., with all in favor, the meeting was adjourned at approximately 12:47 p.m.

Kristen Suit	Frank Sebestyen
Secretary	Chairman

3B.

VISTA LAKES Community Development District

Payment Register by Fund For the Period from 12/1/2019 to 12/31/2019 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee Involce No.		Payment Description	Involce / GL Description	G/L Account #	Amount Paid
GENE	ERAL FUN	<u> 1D - 001</u>						
001	008108	12/30/19	AQUATIC SYSTEMS, INC.	0000460166	NOV LAKE/WETLAND SVCS	Contracts-Lake and Wetland	534021-53901	\$1,750.00
001	008097	12/09/19	BMZ PARTNERSHIP	41241	DEC RENT BLDG 02	Lease- Building	544031-53902	\$620.00
001	008095	12/04/19	CITY OF ORLANDO	DEC-19	DEC LIGHTING AGREEMENT	Electricity - Streetlighting	543013-53901	\$1,440.39
001	008098	12/09/19	CLARK, ALBAUGH LLP	16809	GEN MATTERS THRU NOV 2019	ProfServ-Legal Services	531023-51401	\$342.00
001	008103	12/13/19	GENTRY PARK HOA	PE 11-19	10/16-11/15/19 MAILBOXES/ENTRANCE LIGHTS	Electricity - Streetlighting	543013-53901	\$25.69
001	008099	12/09/19	GRAU & ASSOCIATES	18920	AUDIT FYE 9/30/2019	Auditing Services	532002-51301	\$2,000.00
001	008100	12/09/19	INFRAMARK, LLC	46523	NOV MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,773.92
001	008100	12/09/19	INFRAMARK, LLC	46523	NOV MGMT FEES	ProfServ-Field Management	531016-53901	\$6,846.33
001	008100	12/09/19	INFRAMARK, LLC	46523	NOV MGMT FEES	Postage and Freight	541006-51301	\$12.00
001	008100	12/09/19	INFRAMARK, LLC	46523	NOV MGMT FEES	Printing and Binding	547001-51301	\$142.25
001	008100	12/09/19	INFRAMARK, LLC	46523	NOV MGMT FEES	Office Supplies	551002-51301	\$52.75
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,773.92
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	ProfServ-Field Management	531016-53901	\$6,846.33
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	Postage and Freight	541006-51301	\$4.00
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	Printing and Binding	547001-51301	\$88.75
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	ProfServ-Special Assessment	531038-51301	\$5,330.00
001	008114	12/31/19	INFRAMARK, LLC	47445	DEC MGMT FEES / EMAIL RENEWALS	GO DADDY	549001-51301	\$826.34
001	008106	12/19/19	INNERSYNC STUDIO, LTD	18079	FINAL 50% PMT OF ADA COMPLIANCE	Website Compliance	534397-51301	\$1,037.50
001	008109	12/30/19	LEXINGTON POOL & MAINTENANCE, LLC	5913	FOUNTAIN REPAIRS	R&M-Fountain	546032-53901	\$9,900.00
001	008109	12/30/19	LEXINGTON POOL & MAINTENANCE, LLC	5469	11/1/19 FOUNTAIN SVCS	Contracts-Fountain	534023-53901	\$600.00
001	008109	12/30/19	LEXINGTON POOL & MAINTENANCE, LLC	5361	10/1/19 FOUNTAIN SVCS	Contracts-Fountain	534023-53901	\$600.00
001	008115	12/31/19	LEXINGTON POOL & MAINTENANCE, LLC	5903	FOUNTAIN SVCS 12/1/19	Contracts-Fountain	534023-53901	\$600.00
001	008096	12/04/19	ORLANDO SENTINEL	010810553000	NOTICE OF FY2020 MEETINGS	Legal Advertising	548002-51301	\$215.00
001	DD365	12/02/19	DUKE ENERGY FLORIDA, INC.	111819 ACH	BILL PRD 10/18 - 11/18/19	Streetlights Gated	543046-53901	\$5,717.74
001	DD365	12/02/19	DUKE ENERGY FLORIDA, INC.	111819 ACH	BILL PRD 10/18 - 11/18/19	Streetlights Non-Gated	543047-53901	\$9,364.95
001	DD366	12/09/19	DUKE ENERGY FLORIDA, INC.	111519 ACH	BILL PRD 10/16-11/15/19	Electricity - Streetlighting	543013-53901	\$1,244.80
001	DD366	12/09/19	DUKE ENERGY FLORIDA, INC.	111519 ACH	BILL PRD 10/16-11/15/19	Streetlights Gated	543046-53901	\$51.17
001	DD369	12/06/19	DUKE ENERGY FLORIDA, INC.	112519 ACH	BILL PRD 10/28-11/25/19	Electricity - Streetlighting	543013-53901	\$2,118.95
001	DD370	12/24/19	AT&T - ACH	120519-1037 ACH	BILL PRD 12/5/19-1/4/20	Communication - Teleph - Field	541005-53901	\$223.63
001	DD371	12/23/19	ORANGE COUNTY UTILITIES	121119-7700 ACH	BILL PRD 11/13-12/11/19	Utility - Water & Sewer	543021-53901	\$5,735.00
001	DD375	12/28/19	BRIGHT HOUSE NETWORKS	023029901121219 ACH	BILL PRD 12/11-1/10/20	R&M-Common Area	546016-53901	\$123.61
001	DD374	12/31/19	AT&T - ACH	121319-2683 ACH	BILL PRD 12/13/19-1/12/20	Communication - Teleph - Field	541005-53901	\$220.80
001	DD372	12/27/19	AT&T - ACH	121019-9620 ACH	BILL PRD 12/10/19-1/9/20	Communication - Teleph - Field	541005-53901	\$277.56
001	DD373		HOME DEPOT CREDIT SVS	112119-7884 ACH	TOWELS/CLEANER/AIRWICK	Misc-Contingency	549900-53901	\$139.75
001	DD376		DUKE ENERGY FLORIDA, INC.	121819 ACH	11/18-12/18/19 ELECTRIC ACH	Streetlights Gated	543046-53901	\$5,717.74
001	DD376		DUKE ENERGY FLORIDA, INC.	121819 ACH	11/18-12/18/19 ELECTRIC ACH	Streetlights Non-Gated	543047-53901	\$9,364.95
001	DD377	12/27/19	WASTE CONNECTIONS OF FLORIDA	1253079	REFUSE REMOVAL 12/25/19	Misc-Contingency	549900-53901	\$142.87

VISTA LAKES Community Development District

Payment Register by Fund For the Period from 12/1/2019 to 12/31/2019 (Sorted by Payee)

001 00810 001 00810 001 00811 001 00810 001 00810	12/13/19 1110 12/30/19 1101 12/09/19	PEGASUS ENGINEERING PROPET DISTRIBUTION	224769 224753 128048	ENGG SVCS THRU OCT 2019 ENGG SVCS THRU OCT 2019	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501	\$880.00
001 00810 001 00811 001 00810 001 00810 001 00810	12/13/19 1110 12/30/19 1101 12/09/19	PEGASUS ENGINEERING PROPET DISTRIBUTION	224753	ENGG SVCS THRU OCT 2019	• •		
001 00811 001 00810 001 00810 001 00810	12/30/19 101 12/09/19	PROPET DISTRIBUTION			ProfSery-Engineering	E21012 E1E01	40 744 50
001 00810 001 00810 001 00810	12/09/19		128048			531013-51501	\$3,744.58
001 00810 001 00810		SERVELLO		DOG LITTER P/U BAGS	Misc-Contingency	549900-53901	\$864.00
001 00810	12/09/19		15137	NOV LANDSCAPE MAINT	Contracts-Landscape	534050-53902	\$29,123.40
		SERVELLO	15255	IRR REPAIRS	R&M-Irrigation	546041-53902	\$613.60
	12/09/19	SERVELLO	15283	IRR REPAIRS	R&M-Irrigation	546041-53902	\$308.92
001 00810	12/09/19	SERVELLO	15480	IRR REPAIRS	R&M-Irrigation	546041-53902	\$983.24
001 00811	12/30/19	SERVELLO	15352	DEC LANDSCAPE MAINT	Contracts-Landscape	534050-53902	\$29,123.40
001 00811	12/30/19	SERVELLO	15510	SEASONAL ANNUALS	Contracts-Annuals	534117-53902	\$7,334.95
001 00811	12/30/19	SERVELLO	15531	IRR REPAIRS	R&M-Irrigation	546041-53902	\$406.26
001 00811	12/30/19	SERVELLO	15551	TREE REMOVAL & DISPOSAL	R&M-Trees and Trimming	546099-53902	\$1,565.00
001 00811	12/30/19	SOLITUDE LAKE MGMT	PI-A00328175	DEC FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$513.00
001 00811	12/30/19	SOLITUDE LAKE MGMT	PI-A00328174	DEC LAKE/POND MGMT SVCS	Contracts-Lake and Wetland	534021-53901	\$1,750.00
001 00810	12/13/19	TOM MACCUBBIN	134CDD	ON SITE STUDIES/DEPTH REPORT	Contracts-Landscape Consultant	534062-53902	\$500.00
001 00811	12/30/19	VISTA LAKES CDD	122019-2505	TSFR FROM GF TO MMA - 2327	Cash with Fiscal Agent	103000	\$550,000.00
						Fund Total	\$716,981.04

Total Checks Paid \$716,981.04	Total Checks Paid	\$716,981.04
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3C

VISTA LAKES Community Development District

Financial Report
December 31, 2019

Prepared by:



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VISTA LAKES Community Development District

Financial Statements

(Unaudited)

December 31, 2019

Balance Sheet December 31, 2019

ACCOUNT DESCRIPTION		GENERAL FUND		SERIES 2017 A1 & A2 DEBT SERVICE FUND		TOTAL	
ASSETS							
Cash - Checking Account	\$	187,913	\$	-	\$	187,913	
Cash with Fiscal Agent		550,000		-		550,000	
Interest/Dividend Receivables		7,246		-		7,246	
Due From Other Funds		-		265,019		265,019	
Investments:							
Certificates of Deposit - 12 Months		899,761		-		899,761	
Certificates of Deposit - 6 Months		208,622		-		208,622	
Money Market Account		649,172		-		649,172	
Reserve Fund (A-1)		-		28,630		28,630	
Reserve Fund (A-2)		-		62,858		62,858	
Revenue Fund (A-1)		-		25,869		25,869	
Revenue Fund (A-2)		-		33,096		33,096	
Prepaid Items		143		-		143	
Deposits		15,891		-		15,891	
TOTAL ASSETS	\$ 2,	518,748	\$	415,472	\$ 2	2,934,220	
LIABILITIES							
Accounts Payable	\$	16,737	\$	-	\$	16,737	
Accrued Expenses		4,003		-		4,003	
Accrued Taxes Payable		28		-		28	
Due To Other Funds		265,019		-		265,019	
TOTAL LIABILITIES		285,787		-		285,787	
FUND BALANCES Nonspendable:							
Prepaid Items		143		-		143	
Deposits		15,891		-		15,891	
Restricted for:							
Debt Service		-		415,472		415,472	
Assigned to:							
Operating Reserves		306,532		-		306,532	
Reserves - Fences / Walls		264,940		-		264,940	
Reserves - Gate/Entry Features		41,859		-		41,859	
Reserves - Irrigation System		117,483		-		117,483	

Balance Sheet

December 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	&	IES 2017 A1 A2 DEBT VICE FUND	TOTAL
Reserves - Other	112,545		-	112,545
Res-Pav/Concrete/Basin/Curb	484,487		-	484,487
Reserves - Ponds / Lakes	219,561		-	219,561
Reserves-Reserve Study	1,247		-	1,247
Unassigned:	668,273		-	668,273
TOTAL FUND BALANCES	\$ 2,232,961	\$	415,472	\$ 2,648,433
TOTAL LIABILITIES & FUND BALANCES	\$ 2,518,748	\$	415,472	\$ 2,934,220

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
	.	4 0.500	44.700/	Φ 000
Interest - Investments	\$ 6,000	\$ 2,502	41.70%	\$ 830
Interlocal Agreement Interest - Tax Collector	40,000	-	0.00% 11.80%	-
Special Assmnts- Tax Collector	2,000 1,188,895	236 446,287	37.54%	236 360,134
Special Assmits- Other	1,166,693	240	100.00%	300,134
				(14.405)
Special Assmnts- Discounts	(47,556)	(17,925)	37.69%	(14,405)
TOTAL REVENUES	1,189,579	431,340	36.26%	346,795
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	5,000	800	16.00%	-
FICA Taxes	383	61	15.93%	-
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	15,000	8,440	56.27%	3,815
ProfServ-Legal Services	20,000	3,728	18.64%	-
ProfServ-Mgmt Consulting Serv	57,287	14,322	25.00%	4,774
ProfServ-Property Appraiser	2,196	-	0.00%	-
ProfServ-Special Assessment	5,330	5,392	101.16%	5,330
ProfServ-Trustee Fees	8,500	6,963	81.92%	-
Auditing Services	5,500	2,000	36.36%	2,000
Website Compliance	3,765	1,038	27.57%	1,038
Postage and Freight	800	43	5.38%	4
Insurance - General Liability	12,250	7,969	65.05%	-
Printing and Binding	2,500	973	38.92%	89
Legal Advertising	1,428	215	15.06%	-
Miscellaneous Services	1,000	1,486	148.60%	890
Misc-Assessmnt Collection Cost	2,000	-	0.00%	-
Office Supplies	550	86	15.64%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	145,864	53,691	36.81%	17,940
<u>Field</u>				
ProfServ-Field Management	82,156	20,539	25.00%	6,846
Contracts-Lake and Wetland	21,000	5,250	25.00%	1,750
Contracts-Fountain	9,732	3,339	34.31%	1,717
Communication - Teleph - Field	6,540	2,169	33.17%	722
Electricity - Streetlighting	72,000	18,864	26.20%	5,314

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
Utility - Water & Sewer	70.000		17.001	24.420/	F 70F
,	70,000		17,091	24.42%	5,735
Streetlights Gated	70,000		17,485	24.98%	5,847
Streetlights Non-Gated R&M-Common Area	115,000		28,095	24.43%	9,365
R&M-Fountain	10,000		669	6.69%	124
	25,000		12,979	51.92%	9,900
Misc-Contingency	12,507		1,924	15.38%	1,194
Holiday Lighting & Decorations Total Field	15,000 508,935		8,659 137,063	<u>57.73%</u> _ 26.93%	8,659 57,173
Total Fleid		<u>, </u>	137,003	20.9370	37,173
Landscape Services					
Contracts-Landscape	349,480)	87,370	25.00%	29,123
Contracts-Landscape Consultant	5,400)	500	9.26%	500
Contracts-Mulch	30,000)	-	0.00%	-
Contracts-Annuals	23,457	,	9,987	42.58%	9,987
Lease - Building	7,440)	1,860	25.00%	620
R&M-Irrigation	30,000)	8,679	28.93%	2,693
R&M-Trees and Trimming	10,000)	8,246	82.46%	5,621
R&M-Plant&Tree Replacement	40,000)	3,835	9.59%	3,835
Total Landscape Services	495,777	, 	120,477	24.30%	52,379
Reserves					
Reserve	92,300)	_	0.00%	_
Total Reserves	92,300		_	0.00%	
TOTAL EXPENDITURES & RESERVES	1,242,876	1	311,231	25.04%	127,492
Excess (deficiency) of revenues Over (under) expenditures	(53,297	<u>')</u>	120,109		19,303
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(53,297	·)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(53,297	')	-	0.00%	-
Net change in fund balance	\$ (53,297	<u> </u>	120,109		\$219,303
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,112,852	!	2,112,852		
FUND BALANCE, ENDING	\$ 2,059,555	\$	2,232,961		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET	AR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	 DEC-19 ACTUAL
REVENUES					
Interest - Investments	\$	500	\$ 774	154.80%	\$ 144
Interest - Tax Collector		200	147	73.50%	147
Special Assmnts- Tax Collector		743,127	275,958	37.13%	226,817
Special Assmnts- Discounts		(29,725)	(11,087)	37.30%	(9,073)
TOTAL REVENUES		714,102	265,792	37.22%	218,035
<u>EXPENDITURES</u>					
Administration					
Misc-Assessmnt Collection Cost		14,862	-	0.00%	
Total Administration		14,862		0.00%	
<u>Debt Service</u>					
Principal Debt Retirement A-1		192,000	-	0.00%	-
Principal Debt Retirement A-2		263,000	-	0.00%	-
Interest Expense Series A-1		93,868	46,934	50.00%	-
Interest Expense Series A-2		156,114	 78,057	50.00%	 -
Total Debt Service		704,982	 124,991	17.73%	
TOTAL EXPENDITURES		719,844	124,991	17.36%	-
Excess (deficiency) of revenues					
Over (under) expenditures		(5,742)	 140,801		 218,035
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		(5,742)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)		(5,742)	-	0.00%	-
Net change in fund balance	\$	(5,742)	\$ 140,801	-	\$ 218,035
FUND BALANCE, BEGINNING (OCT 1, 2019)		274,671	274,671		
FUND BALANCE, ENDING	\$	268,929	\$ 415,472		

Notes to the Financial Statements December 31, 2019

General Fund

► <u>Assets</u>

- Cash and Investments In order to maximize liquidity, the District has invested in various CDs with varying maturities and Money Market Accounts (See Cash & Investments Report).
- Cash with Fiscal Agent Deposit in transit to MMA.
- Interest/Dividend Receivables Accruals for CD's @ 9/30/19.
- Prepaid Items Refuse removal for January.
- Deposits Duke Energy and OCU utility deposits.

► Liabilities

- Accounts Payable Invoices for current month but not paid in current month.
- Accrued Taxes Payable Payroll Taxes.
- Accrued Expenses Electric Streetlighting & Streetlights Gated.
- Due to Other Funds Funds owed to Debt service for Tax Assessments collected.

► Fund Balance

■ Assigned To: To be assigned by the board.

Operating Reserves	\$	306,532
Fences, Walls		264,940
Gates, Entry Features		41,859
Irrigation System		117,483
Other		112,545
Pavement, Concrete, Catch Basins, Curb Inlets		484,487
Ponds, Lakes		219,561
Reserve Study		1,247
Total I	Reserves \$	1,548,654

2017 Debt Service Fund

► <u>Assets</u>

- Interest Expense Interest Expense on Series A -1&2 was paid in November.
- Investments Trust Accounts at US Bank (See Cash & Investments Report).

Notes to the Financial Statements December 31, 2019

Financial Overview / Highlights

Revenues

Non-Ad Valorem assessments are 38% collected.

Total General Fund expenditures and reserves are 25% of the adopted budget.

Special Assessments Other: CVS reimbursement for the shared cost of streetlighting & landscaping.

Significant variances explained below.

Variance Analysis

Account Name		Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures					
<u>Administrative</u>					
ProfServ-Engineering	\$	15,000	\$ 8,440	56%	Engineering issues regarding the Gentry Park drainage and parking issues, call to City of Orlando to determine Engineering Permit close-out requirements associated with the Chickasaw Trail directional drill project, plans to modify Vista Lakes outfall system.
ProfServ-Property Appraiser	\$	2,196	\$ 2,196	100%	Appraisal fees paid in full.
ProfServ-Special Assessment	\$	5,330	\$ 5,392	101%	Assessment roll service paid in full.
ProfServ-Trustee Fees	\$	8,500	\$ 6,963	82%	Trustee Fees paid in full.
Miscellaneous Services	\$	1,000	\$ 1,486	149%	Bank fees & fees related to Onboarding of ADA Compliance Website
Annual District Filing Fee	\$	175	\$ 175	100%	Annual fee paid in full.
<u>Field</u>					
Contracts-Fountain	\$	9,732	\$ 3,339	34%	Two vendors are doing the monthly fountain services.
R&M Fountain	\$	25,000	\$ 12,979	52%	New 7.5HP pump for fountain by the pond & New tile work, painting & prepping fees.
Landscape Services					
Contracts-Landscape Consultant	\$	5,400	\$ 500	9%	Not a monthly service.
Contracts-Mulch	\$	30,000	\$ -	0%	Not a monthly service.
Contracts-Annuals	\$	23,457	\$ 9,987	43%	Not a monthly service.
R&M-Trees and Trimming	\$	10,000	\$ 8,246	82%	Tree removals have been done and bubblers have been installed.

VISTA LAKES Community Development District

Supporting Schedules

December 31, 2019

Non-Ad Valorem Special Assessments - Orange County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2020

										ALLOCATIO)N E	Y FUND
			Discount /			Gross				Debt Service		
Date Net Amount		(Penalties)		Collection		Amount		General		2017		
Received	R	Received		Amount		Costs (1)	Received		Fund		Fund	
Assessment	s Le	vied FY 202	20				\$	1,932,022	\$	1,188,895 62%	\$	743,127 38%
11/12/19	\$	9,713	\$	539	\$	-	\$	10,252	\$	6,243	\$	4,009
11/18/19		45,531		1,890		-		47,421		30,409		17,012
11/22/19		74,516		3,105		-		77,621		49,501		28,120
12/09/19		270,898		11,287		-		282,185		172,892		109,293
12/16/19		236,609		9,859		-		246,468		151,090		95,377
12/23/19		55,966		2,332		-		58,298		36,152		22,146
TOTAL	\$	693,234	\$	29,011	\$	-	\$	722,245	\$	446,287	\$	275,958
% COLLECT	ED							37%		38%		37%
TOTAL OUT	STA	NDING					\$	1,209,777	\$	742,609	\$	467,169

Cash and Investment Report December 31, 2019

ACCOUNT NAME	BANK NAME	MATURITY	YIELD	BALANCE	
GENERAL FUND					
Checking Account - Operating	SunTrust	N/A	0.10%	\$	187,913
Certificate of Deposit - 6 Months	BankUnited	2/27/2020	1.88%	\$	104,311
Certificate of Deposit - 6 Months	BankUnited	2/27/2020	1.88%	\$	104,311
		Subtota	I 6 Mo. CD's	\$	208,622
Certificate of Deposit - 12 Months	BankUnited	9/17/2020	1.89%	\$	268,063
Certificate of Deposit - 12 Months	BankUnited	9/17/2020	1.89%	\$	268,063
Certificate of Deposit - 12 Months	BankUnited	11/1/2020	2.35%	\$	103,914
Certificate of Deposit - 12 Months	BankUnited	11/1/2020	2.35%	\$	103,914
Certificate of Deposit - 12 Months	BankUnited	3/29/2020	2.60%	\$	155,805
		Subtotal	12 Mo. CD's	\$	899,761
Money Market Account	BankUnited	N/A	1.50%	\$	649,172
DEBT SERVICE FUND					
Series 2017 A-1 Reserve account					
US Bank Open-Ended Interest Bearing Commercial Paper Series 2017 A-2 Reserve account	US Bank	N/A	0.30%	\$	28,630
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.30%	\$	62,858
Series 2017 A-1 Revenue account US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.30%	\$	25,869
Series 2017 A-2 Revenue account US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.30%	\$	33,096
		Subtotal Debt S	Service Fund	\$	150,453
			Total	\$	2,095,921

Vista Lakes CDD

Bank Reconciliation

Bank Account No. 2505 SunTrust Bank - GF Checking

 Statement No.
 12-19

 Statement Date
 12/31/2019

alance 815,79	Statement Balance	187,913.01	G/L Balance (LCY)
posits	Outstanding Deposits	187,913.01	G/L Balance
		0.00	Positive Adjustments
ubtotal 815,79	Subtota		
hecks 627,87	Outstanding Checks	187,913.01	Subtotal
ences	Differences	0.00	Negative Adjustments
alance 187.9	Ending Balance	187.913.01	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandin	g Checks					
8/9/2019	Payment	008032	PAULA Z. EDWARDS	156.99	0.00	156.99
12/13/2019	Payment	008104	PEGASUS ENGINEERING	4,624.58	0.00	4,624.58
12/30/2019	Payment	008108	AQUATIC SYSTEMS, INC.	1,750.00	0.00	1,750.00
12/30/2019	Payment	008109	LEXINGTON POOL & MAINTENANCE, LLC	11,100.00	0.00	11,100.00
12/30/2019	Payment	008110	PROPET DISTRIBUTION	864.00	0.00	864.00
12/30/2019	Payment	008111	SERVELLO	38,429.61	0.00	38,429.61
12/30/2019	Payment	008112	SOLITUDE LAKE MGMT	2,263.00	0.00	2,263.00
12/30/2019	Payment	008113	VISTA LAKES CDD	550,000.00	0.00	550,000.00
12/31/2019	Payment	DD374	Payment of Invoice 010671	220.80	0.00	220.80
12/31/2019	Payment	008114	INFRAMARK, LLC	17,869.34	0.00	17,869.34
12/31/2019	Payment	008115	LEXINGTON POOL & MAINTENANCE, LLC	600.00	0.00	600.00
Total	Outstanding	Checks		627,878.32		627,878.32

3D.

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning fund balance as of 09/30/19

The Board hereby assigns the FY 2019 Reserves as follows:

	<u>2019</u>
Operating Reserves	306,532
Reserves - Fences / Walls	264,940
Reserves - Gate / Entry Features	41,859
Reserves - Irrigation System	117,483
Reserves - Other	112,545
Reserves Pav / Concrete / Basins / Curb	484,487
Reserves - Ponds / Lakes	219,561
Reserve Study	1,247
Unassigned	544,166
Total Assigned Reserves	2,092,800

3E.

VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2019

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors Vista Lakes Community Development District Orange County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Vista Lakes Community Development District Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2019, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 21, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Vista Lakes Community Development District, Orange County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$8,120,574.
- The change in the District's total net position in comparison with the prior fiscal year was (\$109,835), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2019, the District's governmental funds reported combined ending fund balances of \$2,387,525, an increase of \$50,145 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and deposits, restricted for debt service and assigned to operating reserves, future repairs and replacements, and subsequent year's expenditures and the remainder is unassigned fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflow of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30.

	 2019	2018
Current and other assets	\$ 2,433,117	\$ 2,434,840
Capital assets, net of depreciation	 13,189,696	13,753,312
Total assets	15,622,813	16,188,152
Deferred outflows of resources	631,512	673,613
Current liabilities	149,751	207,356
Long-term liabilities	 7,984,000	8,424,000
Total liabilities	8,133,751	8,631,356
Net position		
Net investment in capital assets	5,837,208	6,002,925
Restricted	170,512	150,907
Unrestricted	 2,112,854	2,076,577
Total net position	\$ 8,120,574	\$ 8,230,409

The District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

TORTINE FIGURE TEXTS ENDER	TOTAL TIESTAL TENTAL SEL TEMBER 60,									
		2019	2018							
Revenues:										
Program revenues:										
Charges for services	\$	1,862,846	\$	1,864,277						
Operating grants and contributions		53,724		44,553						
General revenues:										
Unrestricted investment earnings		44,542		29,221						
Total revenues		1,961,112		1,938,051						
Expenses:										
General government		146,310		154,988						
Maintenance and operations		1,624,524		1,437,210						
Interest		300,113		300,446						
Total expenses		2,070,947		1,892,644						
Change in net position		(109,835)		45,407						
Net position - beginning		8,230,409		8,185,002						
Net position - ending	\$	8,120,574	\$	8,230,409						

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2019 was \$2,070,947. The majority of the District's costs were paid by program revenues. Program revenue comprised primarily of assessments for both current and prior fiscal years. The District also received funds from City of Orlando per the interlocal agreement which are included in program revenues. The remainder of the current fiscal year revenue includes interest revenue which also increased since the prior year. The increase in current fiscal year expenses is primarily the result of an increase in maintenance costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2019, the District had \$20,883,169 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$7,693,473 has been taken, which resulted in a net book value of \$13,189,696. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2019, the District had \$7,984,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Vista Lakes Community Development District's Finance Department at 210 N. University Drive, Suite 702, Coral Springs, Florida 33071.

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2019

ASSETS	Governmental Activities
Cash	\$ 1,022,783
Investments	. , ,
	1,108,383
Interest receivable	7,246
Prepaid and deposits Restricted assets:	20,034
	074 074
Investments	274,671
Capital assets	0.460.446
Nondepreciable	8,162,146
Depreciable, net	5,027,550
Total assets	15,622,813
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	631,512
Total deferred outflows of resources	631,512
LIABILITIES	
Accounts payable and accrued expenses	45,592
Accrued interest payable	104,159
Non-current liabilities:	
Due within one year	455,000
Due in more than one year	7,529,000
Total liabilities	8,133,751
NET POSITION	
Net investment in capital assets	5,837,208
Restricted for debt service	170,512
Unrestricted	2,112,854
Total net position	\$ 8,120,574

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Program Revenues								(Expense) venue and nges in Net Position	
					O	perating			
			Ch	arges for	Gr	ants and	Governmental		
Functions/Programs		Expenses	S	Services	Con	tributions	/	Activities	
Due from other funds Governmental activities:									
General government	\$	146,310	\$	146,310	\$	-	\$	-	
Maintenance and operations		1,624,524	1	,000,817		50,536		(573,171)	
Interest on long-term debt		300,113		715,719		3,188		418,794	
Total governmental activities		2,070,947	1	,862,846		53,724		(154,377)	
			44,542						
	U	nrestricted in Total gene			nys			44,542	
	Cha	nge in net po						(109,835)	
		position - be						8,230,409	
		position - en	_	•			\$	8,120,574	
	Mer	position - en	_Φ	0,120,374					

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2019

		Major	Total			
			Go	overnmental		
		General Service				Funds
ASSETS						
Cash	\$	1,022,783	\$	-	\$	1,022,783
Investments		1,108,383		274,671		1,383,054
Interest receivable		7,246		-		7,246
Prepaids and deposits		20,034		-		20,034
Total assets	_\$_	2,158,446	\$	274,671	\$	2,433,117
LIABILITIES AND FUND BALANCES Liabilities:						
Accounts payable and accrued expenses	\$	45,592	\$	-	\$	45,592
Total liabilities		45,592		-		45,592
Fund balances: Nonspendable:						
Prepaids and deposits Restricted for:		20,034		-		20,034
Debt service		-		274,671		274,671
Assigned to:						
Operating reserves		306,532		-		306,532
Future repairs and replacement		1,242,122		-		1,242,122
Subsequent year's budget		53,296		-		53,296
Unassigned		490,870		-		490,870
Total fund balances:		2,112,854	-	274,671		2,387,525
Total liabilities and fund balances	\$	2,158,446	\$	274,671	\$	2,433,117

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2019

Total fund balances - governmental funds

\$ 2,387,525

8,120,574

Amounts reported for governmental activities in the statement of net positionare different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets

Accumulated depreciation

20,883,169

(7,693,473)

13,189,696

Liabilities not due and payable from current available resources are

not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government- wide financial statements.

Accrued interest payable (104,159)

Deferred amount on refunding 631,512

Bonds payable (7,984,000) (7,456,647)

Net position of governmental activities \$

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Major	Total		
	 -	Go	vernmental	
	 General	Service		Funds
REVENUES				_
Assessments	\$ 1,147,127	\$ 715,719	\$	1,862,846
Interest income	44,542	3,188		47,730
Intergovenmental revenues	44,025	-		44,025
Grants and donations	6,511	-		6,511
Total revenues	1,242,205	718,907		1,961,112
EXPENDITURES Current:				
General government	145,020	1,290		146,310
Maintenance and operations	1,060,908	-		1,060,908
Debt service:				
Principal	-	440,000		440,000
Interest	-	263,749		263,749
Total expenditures	1,205,928	705,039		1,910,967
Excess (deficiency) of revenues over (under) expenditures	36,277	13,868		50,145
Fund balances - beginning	 2,076,577	260,803		2,337,380
Fund balances - ending	\$ 2,112,854	\$ 274,671	\$	2,387,525

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Net change in fund balances - total governmental funds	\$ 50,145
Amounts reported for governmental activities in the statement of activities are different because:	
Depreciation on capital assets is not recognized in the governmental fund financial statements, however, these amounts are recognized as expenses in the government-wide statement of activities.	(563,616)
Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	440,000
Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are capitalized and amortized over the estimated life of the Bonds in the government-wide financial statements.	
Amortization of deferred amount on refunding	(42,101)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but	F 707
not in the governmental fund financial statements.	 5,737
Change in net position of governmental activities	\$ (109,835)

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Vista Lakes Community Development District ("District") was created on February 7, 2000 by Ordinance 10-32669 of the City of Orlando, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services. and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

Debt service funds are used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are, reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure – roadways	25
Infrastructure – landscape and other	10 - 20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$42,101 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

<u>Committed fund balance</u> – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

<u>Assigned fund balance</u> – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 - DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances including the certificates of deposits as shown below were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 - DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2019:

	Fair value		Credit Risk	Maturities
US Bank N/A. Open Commercial Paper	\$	274,671	A-1+	Open-Ended
Bank United Certificate of Deposits - 6 months		208,622	Not applicable	2/27/2020
Bank United Certificate of Deposits - 12 months		899,761	Not applicable	10/31/2019 - 9/17/2020
	\$	1,383,054		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. In addition, non-negotiable, non-transferable certificates of deposits that do not consider market rates are required to be reported at amortized cost, as such, the investments have been reported at amortized cost above.

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2019 was as follows:

	Beginning Balance			Additions		eductions	Ending Balance		
Governmental activities		Dalarice		Additions	110	ductions		ung balance	
									
Capital assets, not being depreciated	_								
Land improvements	\$	8,162,146	\$	-	\$	-	\$	8,162,146	
Total capital assets, not being depreciated		8,162,146		-		-		8,162,146	
Capital assets, being depreciated									
Infrastructure - roadways		7,489,325		-		-		7,489,325	
Infrastructure - landscape and other		5,231,698		-		-		5,231,698	
Total capital assets, being depreciated		12,721,023		-		-		12,721,023	
Less accumulated depreciation for:									
Infrastructure - roadways		3,965,563		298,629		-		4,264,192	
Infrastructure - landscape and other		3,164,294		264,987		-		3,429,281	
Total accumulated depreciation		7,129,857		563,616		-		7,693,473	
Total capital assets, being depreciated, net		5,591,166		(563,616)				5,027,550	
Governmental activities capital assets	\$	13,753,312	\$	(563,616)	\$	-	\$	13,189,696	

Depreciation expense was charged to the maintenance and operations function/program.

NOTE 6 - LONG-TERM LIABILITIES

Series 2017

In August 2017, the District issued \$8,852,000 of Capital Improvement Revenue Refunding Bonds, which consist of \$3,395,000 Series 2017A-1 Bonds due on May 1, 2032 with interest rate of 3.10% and \$5,457,000 Series 2017A-2 Bonds due on May 1, 2034 consisting of term Bonds with interest rate of 3.15%. The Series 2017 Bonds were issued to refund the outstanding Capital Improvement Revenue Refunding Bonds, Series 2007A-1 and Capital Improvement Revenue Refunding Bonds, Series 2007A-2, including the premiums for a financial guaranty insurance policy and debt service reserve surety bonds. Interest is paid semiannually on each May 1 and November 1, commencing November 1, 2017. Principal on the Bonds is to be paid serially commencing May 1, 2018.

The Series 2017 A-1 Bonds and Series 2017A-2 Bonds maturing on or before May 1, 2024 are not redeemable prior to their stated maturity dates. The Series 2017A-1 and Series 2017A-2 Bonds maturing after May 1, 2025 are subject to optional redemption as set forth in the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption in the manner outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2019.

NOTE 6 - LONG-TERM LIABILITIES (Continued)

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2019 were as follows:

	Beginning Balance	Α	Additions Reductions		Ending Additions Reductions Balance			0	 ue Within one Year
Governmental activities									
Bonds payable:									
Series 2017 A-1	\$ 3,214,000	\$	-	\$	186,000	\$	3,028,000	\$ 192,000	
Series 2017 A-2	 5,210,000		-		254,000		4,956,000	263,000	
Total	\$ 8,424,000	\$	-	\$	440,000	\$	7,984,000	\$ 455,000	

At September 30, 2019, the scheduled debt service requirements on the long-term debt were as follows:

	Governmental Activities											
September 30,	Principal			Interest	Total							
2020	\$	455,000	\$	249,982	\$	704,982						
2021		469,000		235,746		704,746						
2022		484,000		221,071		705,071						
2023		500,000		205,927		705,927						
2024		516,000		190,283		706,283						
2025-2029		2,832,000		699,098		3,531,098						
2030-2034		2,728,000		235,746		2,963,746						
Total	\$	7,984,000	\$	2,037,853	\$	10,021,853						

NOTE 7 – INTERLOCAL AGREEMENT

In a prior fiscal year, the District entered into an agreement with the City of Orlando, (the "City"), whereby the City agreed to reimburse the District for a portion of the costs relating to certain street lights within the District. In conjunction with this agreement, the District received intergovernmental revenues of \$44,025 during the fiscal year ended September 30, 2019.

NOTE 8 - MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 9 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts Original & Final Actual Amounts			Variance with Final Budget - Positive (Negative)	
REVENUES					_
Assessments	\$ 1,150,719	\$	1,147,127	\$	(3,592)
Interest income	6,000		44,542		38,542
Intergovernmental revenues	40,000		44,025		4,025
Grants and donations	 -		6,511		6,511
Total revenues	 1,196,719		1,242,205		45,486
EXPENDITURES Current:					
General government	136,348		145,020		(8,672)
Maintenance and operations	 1,180,480		1,060,908		119,572
Total expenditures	 1,316,828		1,205,928		110,900
Excess (deficiency) of revenues over (under) expenditures	(120,109)		36,277		156,386
OTHER FINANCING SOURCES/(USES)	100 100				(400,400)
Use of carryover surplus	 120,109		-		(120,109)
Total other financing sources (uses)	 120,109		-		(120,109)
Net change in fund balance	\$ -		36,277	\$	36,277
Fund balance - beginning			2,076,577		
Fund balance - ending		\$	2,112,854		

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.



951 Yamato Road August P290#60 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Vista Lakes Community Development District Orange County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Vista Lakes Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated January 21, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Vista Lakes Community Development District Orange County, Florida

We have examined Vista Lakes Community Development District, Orange County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2019. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Vista Lakes Community Development District, Orange County, Florida and is not intended to be and should not be used by anyone other than these specified parties.



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors Vista Lakes Community Development District Orange County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Vista Lakes Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated January 21, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated January 21, 2020, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Vista Lakes Community Development District, Orange County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Vista Lakes Community Development District, Orange County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2018.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2019.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2019.

- 4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
- 5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
- 6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2019. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Fifth Order of Business

5Ai.

<u>Vista Lakes Camera System Project</u> 8841 Lee Vista Blvd, Orlando, FL 32829

To whom it may concern:

Vista Lakes group would like to monitor some of its properties for vandalism and deterrent purposes. After much brain storming, security camera systems were preferred for monitoring and deterrent purposes.

The systems being installed are Hikvision cameras; license plate recognizers in a galvanized round poll 10 feet high that tapers from bottom to top (where needed breakaway poles will be installed); a Nema box that would harness a nvr, router, cable modem, and ups power supply. This box will be mounted on the same brick wall next to the electric meters for ease of maintenance. The Nema box dimension is 12"x14"x5" and will weigh less than 50 lbs. All locations have electricity, a meter, and a circuit breaker box with open lots. The total power consumption of the system is 4 amps. Cat 5 wiring will be used for data transfer between camera and Nema box.



Cameras on poles



Cameras being used.



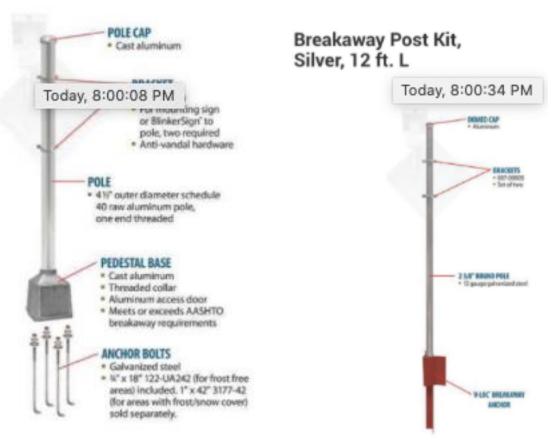
License plate recognizer



Nema box

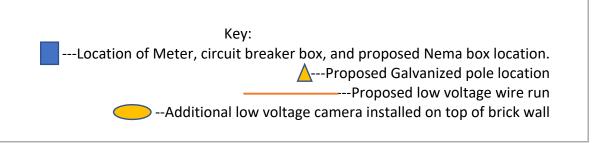


Nvr

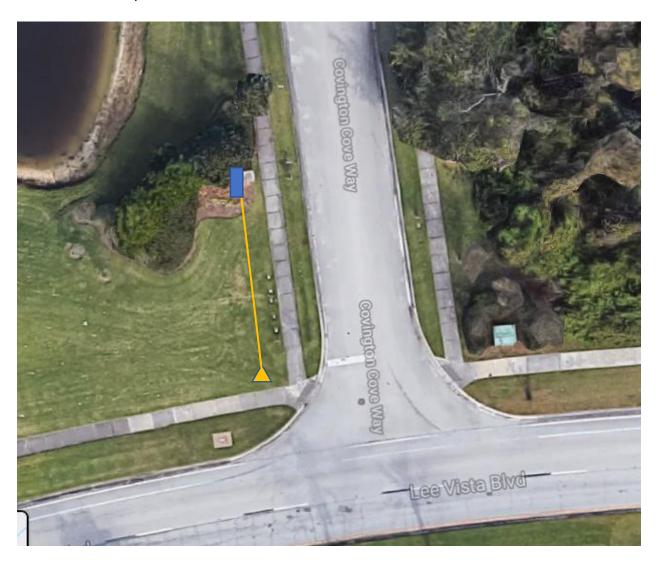


Poles type.

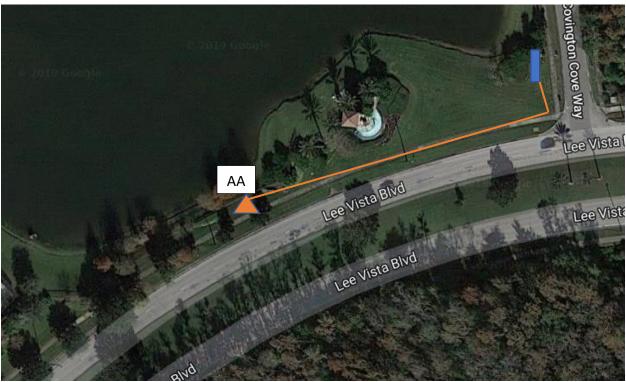




A. This location is located at Covington Cove Way and Lee Vista Blvd. At this location we are suggesting a Nema box and a pole with the cameras. In addition we will add an additional pole with cameras on the west side of tower.

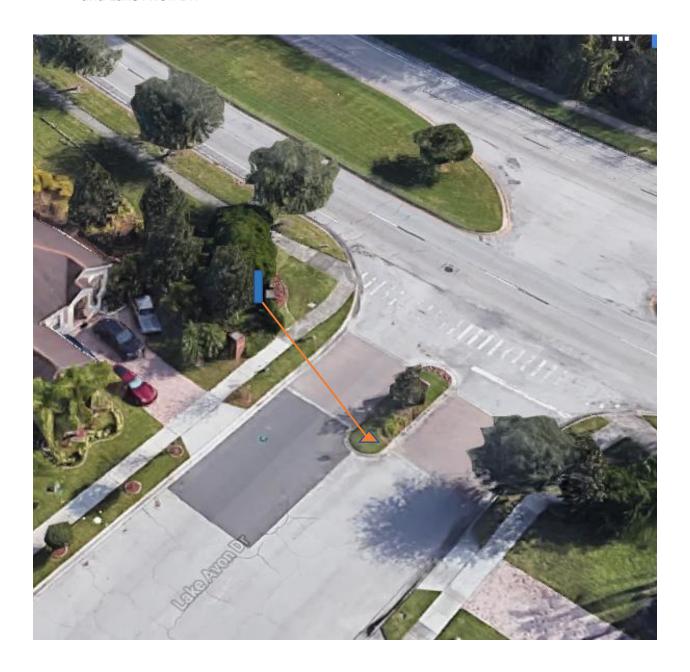


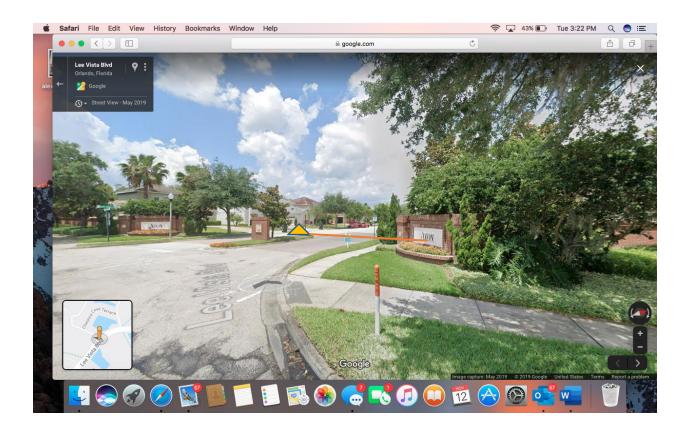






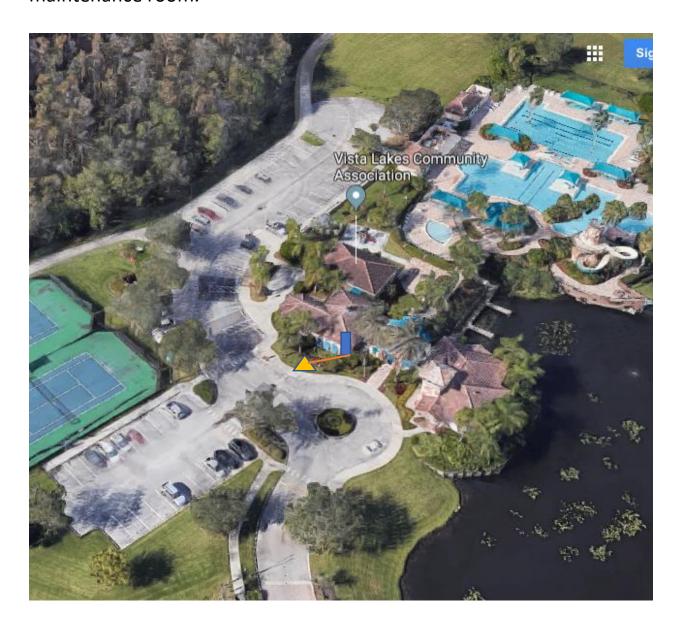
B. Community of Avon. The meter and circuit breaker box is on the back side of the brick community entrance sign shown below. It's located at the intersection of Lee Vista Blvd and Lake Avon Dr.





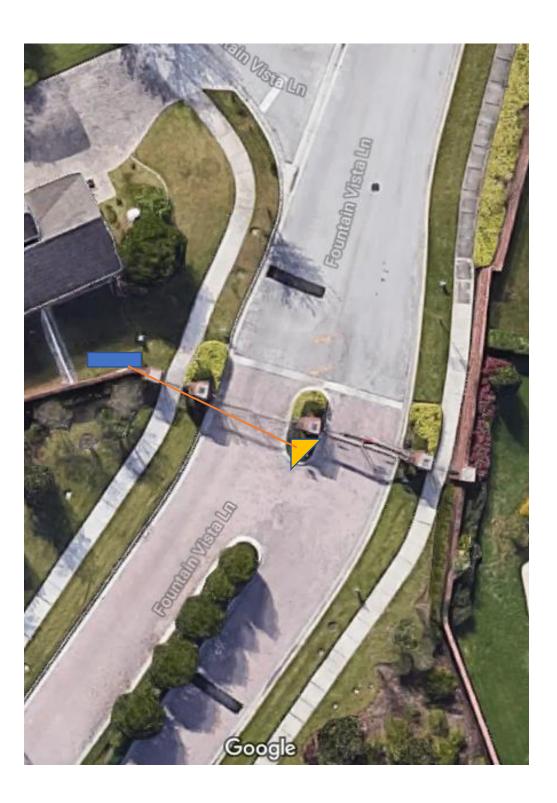


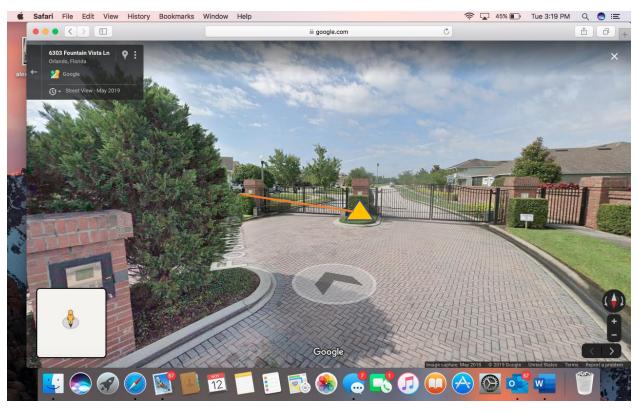
C. This is the club house location. In the entrance at the roundabout we are planning on adding a pole with cameras. The Nema box will be located inside the building next to the circuit breaker panel in the maintenance room.





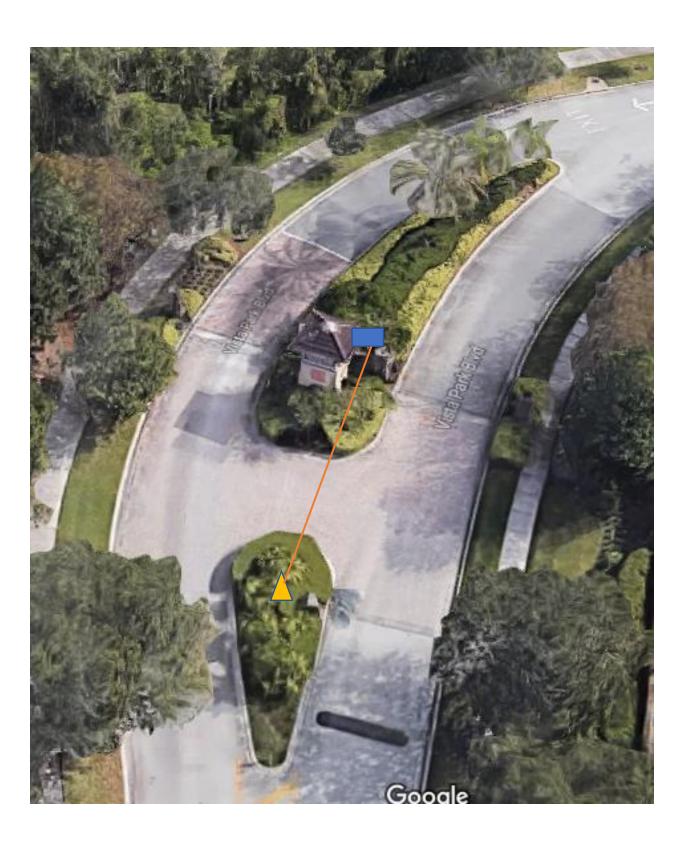
D. Warwick Community which is located at Fountain Vista Lane and Passaic Pkwy. Here we will add a pole for cameras and the Nema box will be installed next to meter and circuit breaker box.

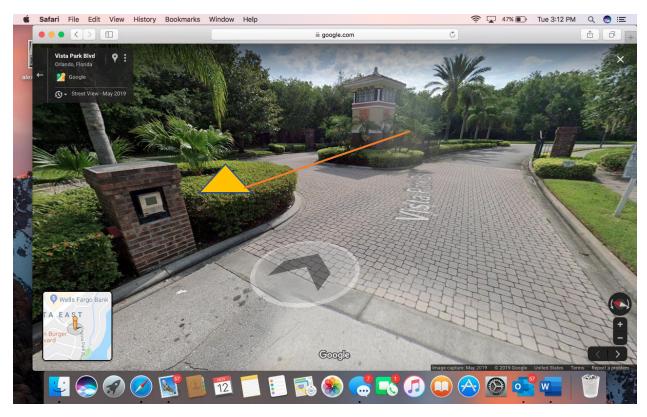






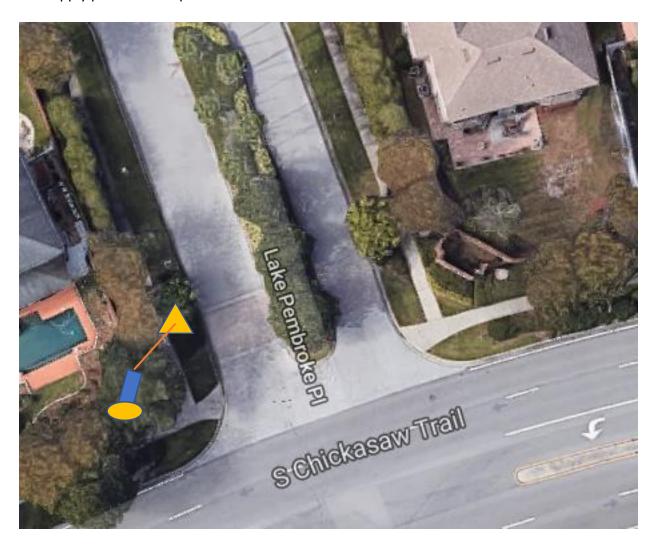
E. Waverly Community, which is located on Vista Park Blvd. Here the meter is located behind the monumental wall.

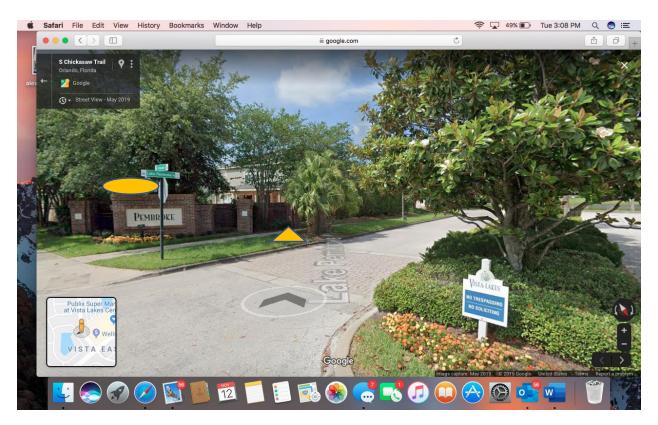






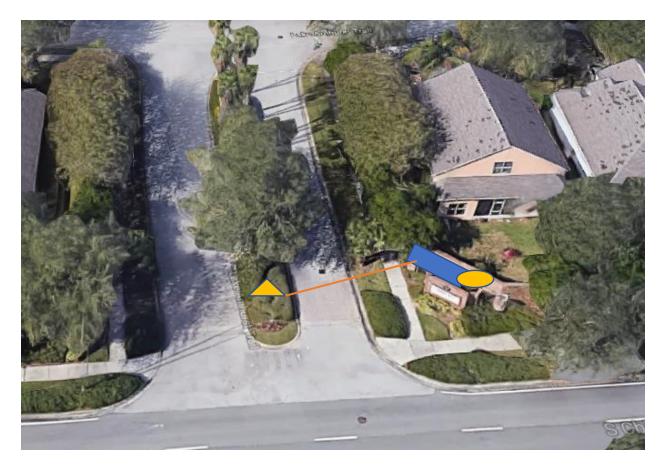
F. Pembroke Community, which is located at Lake Pembroke Pl and S. Chickasaw Trl. Here we will be installing the Nema box next to the circuit breaker box. In addition, we will also run a low voltage conduit for an additional camera mounted on the top of the wall. The Nema box will supply power to the pole and the added camera mentioned above.

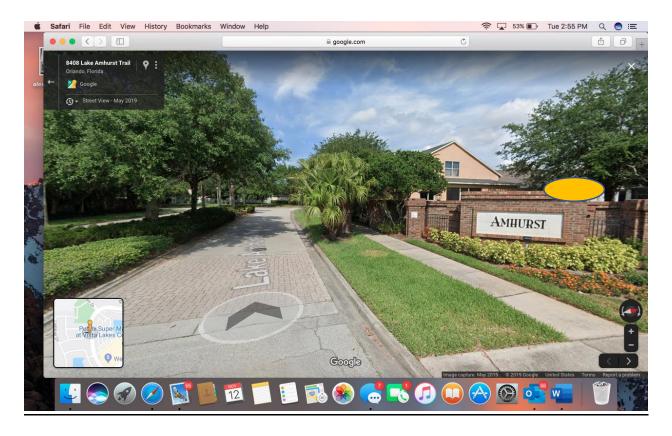






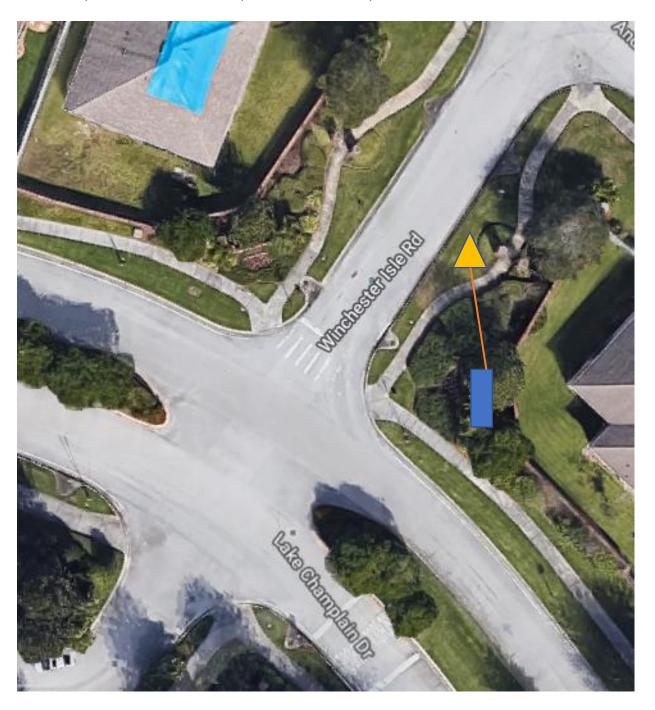
G. Amhurst Community which is located at S. Chickasaw Trl and Lake Amhurst Trl. Here we will be replicating the Pembroke community plan.







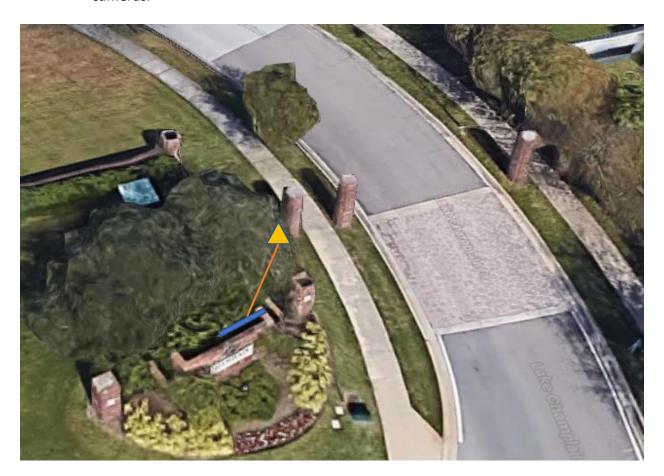
H. Community of Colonie which located at Winchester Isle Rd and Lake Champlain Dr. This community will have the same scope of work as Champlain.

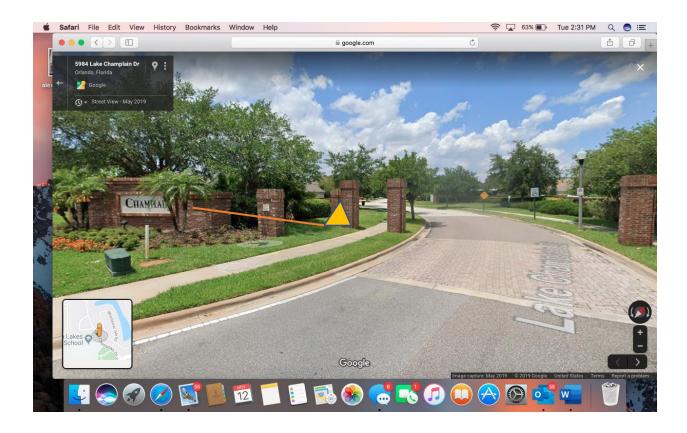






I. Community of Champlain which is located at Lake Champlain Dr. At this location we will install the Nema box on the back of the brick wall, and pole to hold the cameras.

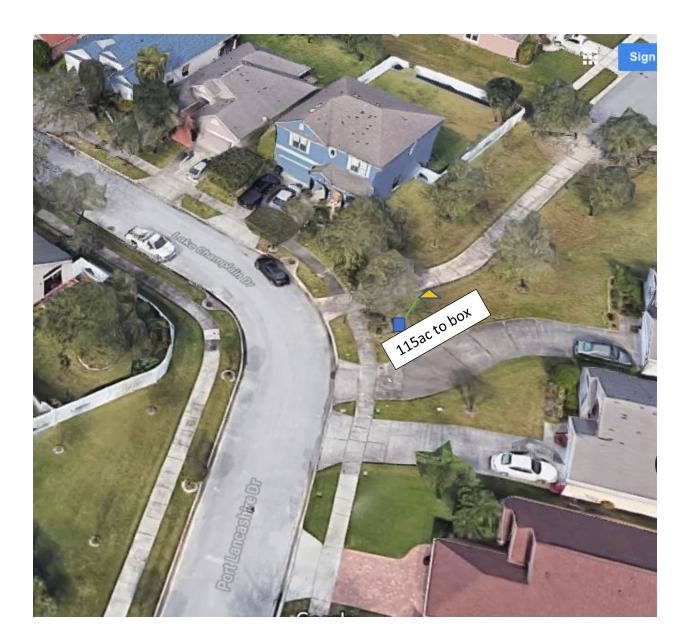


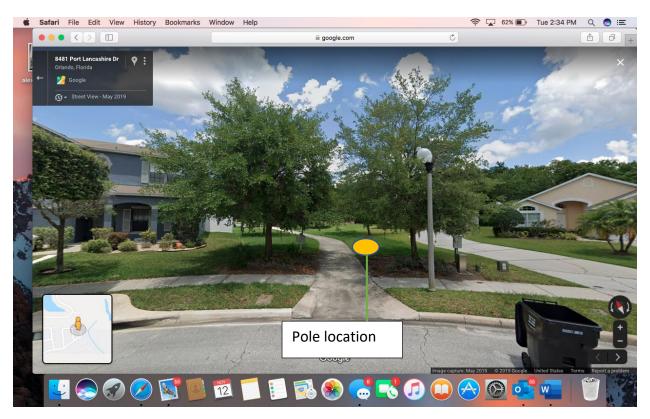




5984 Lake Champlain Dr.

J. Champlain "B" is a second entrance to the Champlain community. It's located at Lake Champlain Dr. and Port Lancashire Dr. This location has a self-standing meter and circuit breaker box. We're planning on running 115ac from the CB to the pole and attaching the Nema box to it as well.







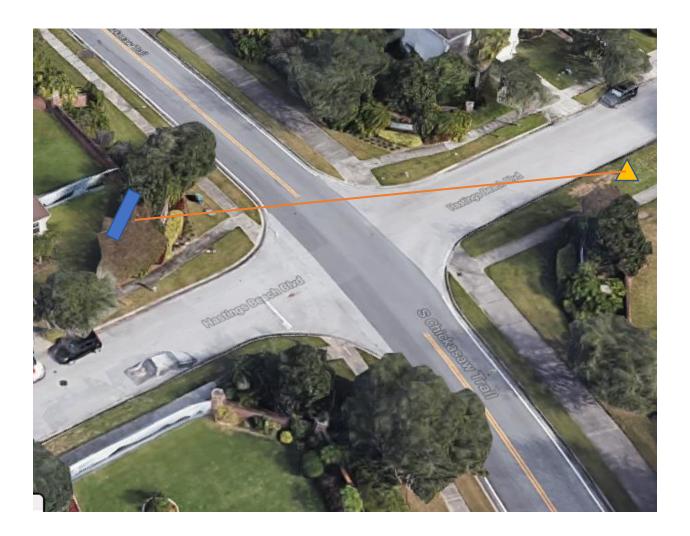
K-- Community of Newport. Here were looking to install a pole and mount the Nema box on the backside of the brick wall next to the circuit breaker box which is located S. Chickasaw Trl and Hastings Beach Blvd.

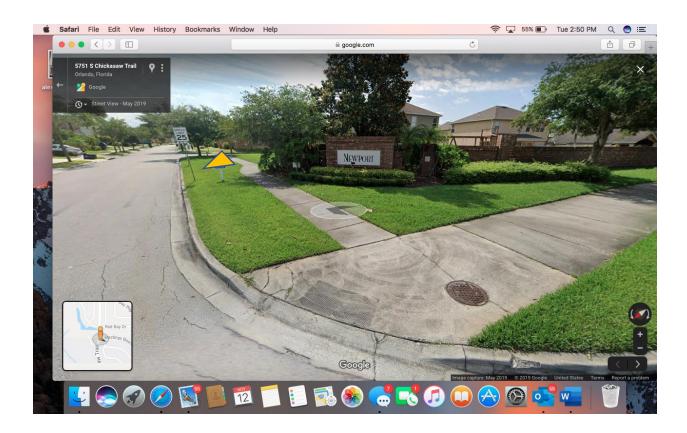






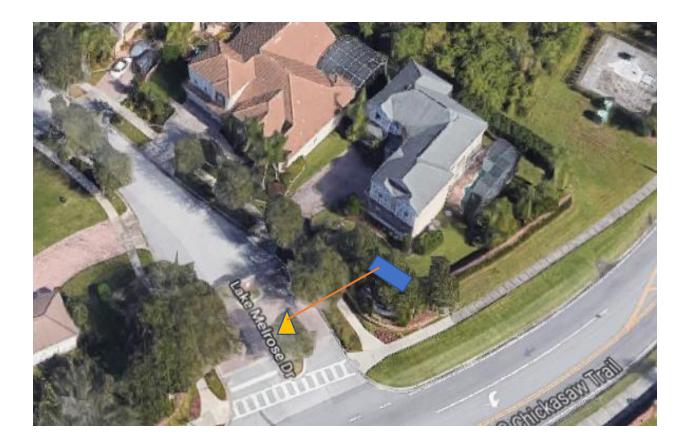
L- Newport "B" which is located on the opposite side of the Newport location. On this site we will be doing the same as in Newport, except that we will need to run a new line for power.

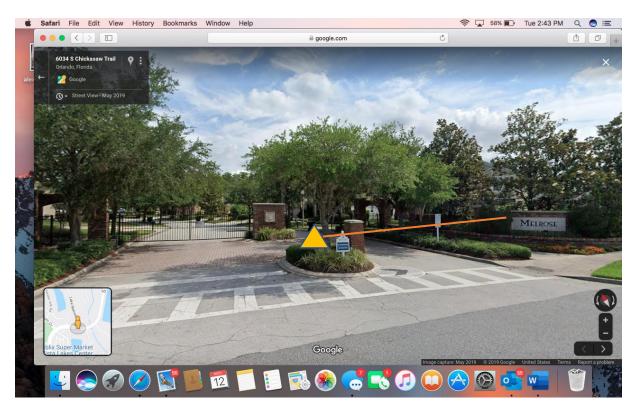






M-- Melrose Community which is located at S. Chickasaw Trl and Lake Melrose Dr. At this location we're doing the same as the other as far as work and equipment location.

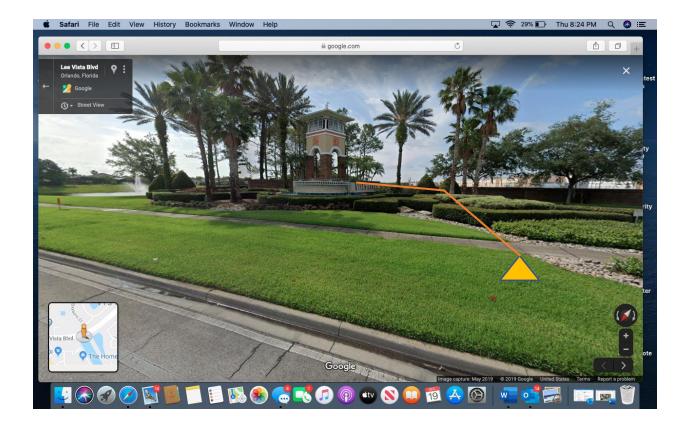






N.—West Entrance Tower, located at Lee Vista Blvd east of Narcoossee. At this location we're doing the same as the other as far as work and equipment location, but there's going to be two poles, and 2 set of cameras feeding the nema box.







QUOTATION —

- Customer								
Ous	toillei							
Name	Vista lake community					Date	1/10/2020	
Address						Sales Rep	eric	
City	orlando		State FL	ZIP 32822		Delivery	TBD	
Phone					— J	FOB	Shipping Point	

Qty	Description		Unit Price	TOTAL	
2	LPR 150ml zoom can read a license plate from	m 100ft	Oint Files	\$0.00	
1	galvinized polls		1	\$0.00	
1	mena rate weather box with cooler and power	for	1	\$0.00	
	equipment enclosure			40.00	
1	4 channel nvr by hik vision			\$0.00	
3	hk vision 5 megapix ipcameras weather proof	f		\$0.00	
1	electrical cable and spectrum bury			\$0.00	
2	poll bury with machinery and cement			\$0.00	
2	1 wireless access point misc small parts		\$0.00 \$0.00		
1	system install and program Avon 2 west tower	r Community	\$8,800.00	\$8,800.00	
_			Subtotal	\$8,800.00	
	ayment Methods	\	sales tax	\$572.00	
0	1//	Taxes	local tax		
0	oddii, i io pay o		ADDITIONAL		
	Credit Card / COMPANY CHECK TOTAL \$9,372				
Nam	e				
CC	#	50%due upon approval			
(Expires) [
	(Authorization Required)				

customer signiture_

QUOTATION VALID FOR 15 DAYS



QUOTATION —

– Cus	stomer —				
) (p-4-	4/40/0000
Name	Vista lake co	mmunity	Date	1/10/2020	
Address				Sales Rep	eric
City	orlando	State FL	ZIP 32822	Delivery	TBD
Phone				FOB	Shipping Point

Qty	Description	Unit Price	TOTAL	
1	LPR 150ml zoom can read a license plate from 100ft		1	\$0.00
1	galvinized polls			\$0.00
1	mena rate weather box with cooler and power for			\$0.00
	equipment enclosure			
1	4 channel nvr by hik vision			\$0.00
3	hk vision 5 megapix ipcameras weather proof			\$0.00
4	alactrical cable and anactrum hum.			\$0.00
1 1	electrical cable and spectrum bury			4 - 1 - 1
1	poll bury with machinery and cement			\$0.00
1	1 wireless access point			\$0.00
1	misc small parts			\$0.00
1	system install and program tower		\$6,200.00	\$6,200.00
_			Subtotal	\$6,200.00
	syment Methods		sales tax	\$372.00
0	Account (pending credit approval)	Taxes	local tax	
0	Cash / Pre-pay C \;		ADDITIONAL	
0	Credit Card / COMPANY CHECK		TOTAL	\$6,572.00
Name		_		
CC ;		50%due upon approval		
	Expires			
	(Authorization Required)			

customer signiture_

QUOTATION VALID FOR 15 DAYS

5Aii.

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Wonsetler & Webner, P.A. 860 N. Orange Avenue, Suite 135 Orlando, FL 32801

LICENSE AGREEMENT FOR INSTALLATION AND ONGOING MAINTENANCE AND USE OF CAMERA SYSTEM

THIS	LICENSE	AGREEMENT	FOR	INSTALLAT	ION	AND	ONGOING
MAINTENA	NCE AND U	JSE OF CAMER	A SYS	TEM ("License	Agre	eement")) is made on
	, 202	20 by Vista Lakes (Commui	nity Developmer	nt Dist	rict (" <u>Li</u>	censor"), and
Vista Lakes Co	ommunity As	sociation, Inc., a F	lorida n	ot for profit corp	oratio	on (" <u>Lice</u>	ensee").
		REC	ITAI	$L\mathbf{S}$			

WHEREAS, Licensor is the owner in fee simple of the real property located in Orange County, Florida [insert survey – legal description of locations] (the "**License Property**"); and

WHEREAS, Licensor desires to grant, and Licensee desires to accept, the right and license to enter the License Property for the construction, maintenance and use of a camera system ("Camera System") to be located on the License Property for the benefit of the Licensee on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises, covenants, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are correct and are incorporated herein.
- 2. <u>Access, Maintenance and Use License.</u> Subject to the terms and conditions set forth in this License Agreement, Licensor hereby grants to Licensee and Licensee's contractors, sub-contractors, employees and agents (collectively, the "<u>Licensee Parties</u>"), a perpetual, non-exclusive license over the License Property for (a) construction of a Camera System to monitor the community pursuant to Section 7.7 of the Declaration of Master Covenants, Conditions and Restrictions recorded in Official Records Book 6006, Page 898, Public Records of Orange County, Florida, and (b) use and maintenance of the Camera System.
- 3. <u>Limitation on License</u>. This License Agreement is given by Licensor to Licensee subject to the following terms, conditions and limitations: (i) Licensee shall maintain the Camera System in a good and workmanlike manner, in accordance with all governmental and quasi-governmental laws, rules and regulations, and in accordance with all agreements and leases pertaining to the Camera System or License Property, and (ii) Licensor shall have no obligation to repair, maintain or replace the Camera System.
- **4.** Repair Obligations. Licensee shall repair, at its sole cost and expense, all damage to the Camera System not caused by Licensor.

- 5. <u>Indemnification</u>. Licensee shall indemnify, defend and hold harmless Licensor and its directors, officers, employees, agents, members and managers (collectively, the "**Licensor Parties**") against and from any and all loses, fines, penalties, violations, claims, actions, damages, liabilities, costs and expenses, of any nature whatsoever (including, without limitation, attorneys' fees and costs) in connection with this License Agreement and the exercise of any rights or privileges granted hereunder by Licensee or Licensee Parties.
- **6.** <u>Liens</u>. Licensee shall not cause or permit any liens for labor or materials to be created against title to the License Property. Licensee shall notify all persons contracting with Licensee or the Licensee Parties for the installation, alteration or repair of any improvements on or about the License Property, and all materialmen, contractors, subcontractors, mechanics and laborers, that they must look only to Licensee to secure the payment of any bill for work done or material furnished at the request or instruction of Licensee or any of the Licensee Parties.
- 7. <u>Reserved Rights</u>. Licensor reserves unto itself and the Licensor Parties, all rights to the License Property that are not inconsistent with this License Agreement.
- **8.** <u>No Third-party Beneficiaries.</u> Except as otherwise expressly provided herein, this License Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly provided in this License Agreement.
- **9. <u>Further Assurances</u>**. The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.
- 10. <u>Waivers.</u> No action taken pursuant to this License Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein, therein, or in any document delivered in connection herewith or therewith. The waiver by any party to this License Agreement of a breach of any provision of this License Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or as a waiver of any breach of any other provision of this License Agreement.
- 11. Construction and Venue. The formation, interpretation and performance of this License Agreement shall be construed pursuant to and governed by the laws of the State of Florida. The exclusive jurisdiction and venue of any action, proceeding, claim, counterclaim, crossclaim, or other litigation arising out of or related to this License Agreement shall be in the proper court of the State of Florida in Orange County, Florida. If it becomes necessary for either party to enforce, defend or seek an interpretation of its rights created herein in any judicial or quasi-judicial proceeding, the prevailing party shall be entitled to reimbursement from the other party of all costs of litigation through appeal, including but not limited to, court costs, reasonable attorneys' fees, paralegal fees and other such costs and fees incident to enforcement or defense of its rights. This License Agreement shall be construed and governed in accordance with the laws of the State of Florida, except where superseded by Federal law. All parties and any successors thereto, waive any jury trial right.

- **12.** <u>Headings</u>. The headings of the various sections in this License Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this License Agreement.
- 13. <u>Severability</u>. If any clause or provision herein contained operates or would operate to invalidate this License Agreement in whole or in part, then such clause or provision only shall be interpreted, construed, and enforced to the maximum legal extent consistent with the terms and intent of this License Agreement, and the remainder of this License Agreement shall remain operative and in full force and effect in accordance with its terms.
- 14. <u>Entire Agreement</u>: Amendment. This License Agreement and all exhibits and schedules hereto constitute the entire agreement among the parties with respect to the subject matter hereto, and this License Agreement supersedes all prior agreements and understandings, oral and written, among the parties to this License Agreement with respect to the subject matter hereof. This License Agreement may not be modified or otherwise amended except by a written instrument that expressly refers to this License Agreement and is executed by the party to this License Agreement against whom such amendment is sought to be enforced.
- 15. <u>Interpretation.</u> This License Agreement and any related instruments shall not be construed more strictly against one party than against the other party by virtue of the fact that the initial drafts were made and prepared by counsel for one of the parties, it being recognized that this License Agreement is the product of extensive negotiations between the parties hereto and the parties hereto have contributed substantially and materially to the final preparation of this License Agreement.
- **16.** <u>Counterparts</u>. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
- 17. <u>Recording.</u> This License Agreement shall be recorded in the Public Records of Orange County, Florida.
- **18.** <u>Ownership of Cameras.</u> The cameras which comprise and are a part of the Camera System are the property of Licensee.
- 19. <u>Monitoring of Cameras.</u> Licensor shall not and shall have no obligation to monitor the cameras which comprise and are a part of the Camera System. Any video recordings or other records obtained by the cameras shall be solely in the control of Licensee and shall not become a part of the Public Records of Licensor.

[Signatures on next page.]

IN WITNESS WHEREOF, Licensor and Licensee have by their duly authorized representatives executed this License Agreement, which shall be effective as of the date first set forth above.

Witnessed by:	Vista Lakes Community Development District
(Print name)	By: As its: Dated:
(Print name)	
Witnessed by:	Vista Lakes community Association, Inc.
	By: As its:
(Print name)	Dated:
(Print name)	

STATE OF FLORIDA }	
COUNTY OF}	
Vista Lakes Community Development Disknown to me, or has produced h	s acknowledged before me this day of of of strict. He/She [please check as applicable] is personally nis/her (state) driver's license, or his/her n) as identification, and did/did not take an oath.
	Notary Public
	Print Name
	My Commission Expiration
	My Commission No.
by(name) as _ Development District. He/She [please cl	nowledged before me this day of, 2020, of Vista Lakes Community heck as applicable] is personally known to me, or has solven license, or his/her (type of id not take an oath.
	Notary Public; State of Florida Print Name
	My Commission Expiration
	My Commission No.

EXHIBIT "A" DESCRIPTION OF LICENSE PROPERTY

[See attached]

Sixth Order of Business

6Ai

VISTA LAKES - WARWICK VILLAGE POND 9 OUTFALL STRUCTURE MODIFICATIONS

INDEX OF PLANS

<u>SHEET</u>	SHEET DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	VISTA LAKES MASTER PLAN
4	SITE PLAN AND SURVEY BENCHMARKS
5	EXISTING OUTFALL STRUCTURE DETAILS
6	PROPOSED OUTFALL STRUCTURE DETAILS
7 - 9	TEMPORARY EROSION CONTROL PLAN AND DETAILS

REVISIONS / SUBMITTAL SUMMARY

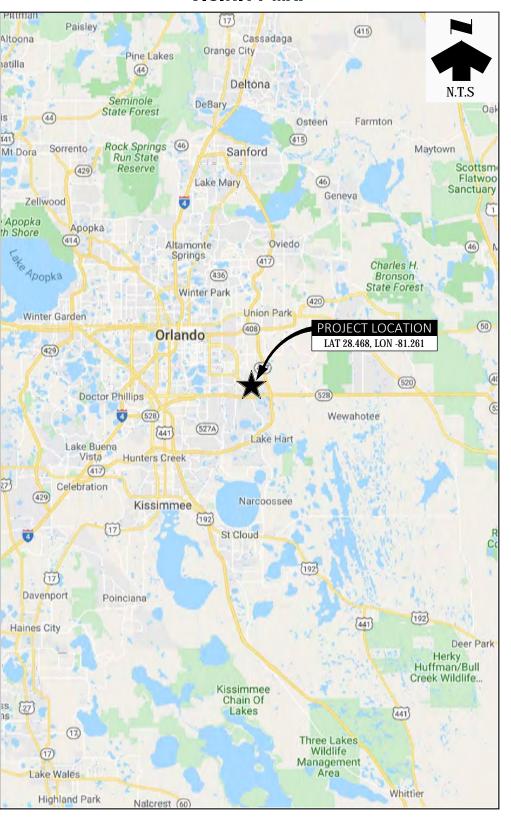
BY DATE DESCRIPTION

GAT 01 / 06 / 20 "DRAFT" SUBMITTAL

NOTES

- 1. GOVERNING SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND SUPPLEMENTS THERETO IF NOTED IN THE SUPPLEMENTAL SPECIFICATIONS FOR THIS PROJECT.
- 2. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 - 11" X 17" DRAWINGS ~ TO SCALE
- 3. INFORMATION SHOWN WITHIN THESE PLANS IS REFERENCED TO THE NGVD29 VERTICAL DATUM.
- 4. DATUM SHIFT FOR THIS PROJECT (SEE PROJECT LOCATION SUMMARY THIS SHEET) WILL BE APPLIED AS A CONSTANT VALUE FOR CONVERTING ELEVATIONS BETWEEN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
 - NAVD88 + 0.997' = NGVD29
 - NGVD29 0.997' = NAVD88

VICINITY MAP



PROJECT OWNER



313 CAMPUS STREET CELEBRATION, FL 34747 PHONE: 407-566-1935

Frank J. Sebestyen	Chairman
William Pass	Vice Chairman
Jason McCright	Assistant Secretary
Paula Edwards	Assistant Secretary
John DeCrotie	Assistant Secretary

ENGINEER



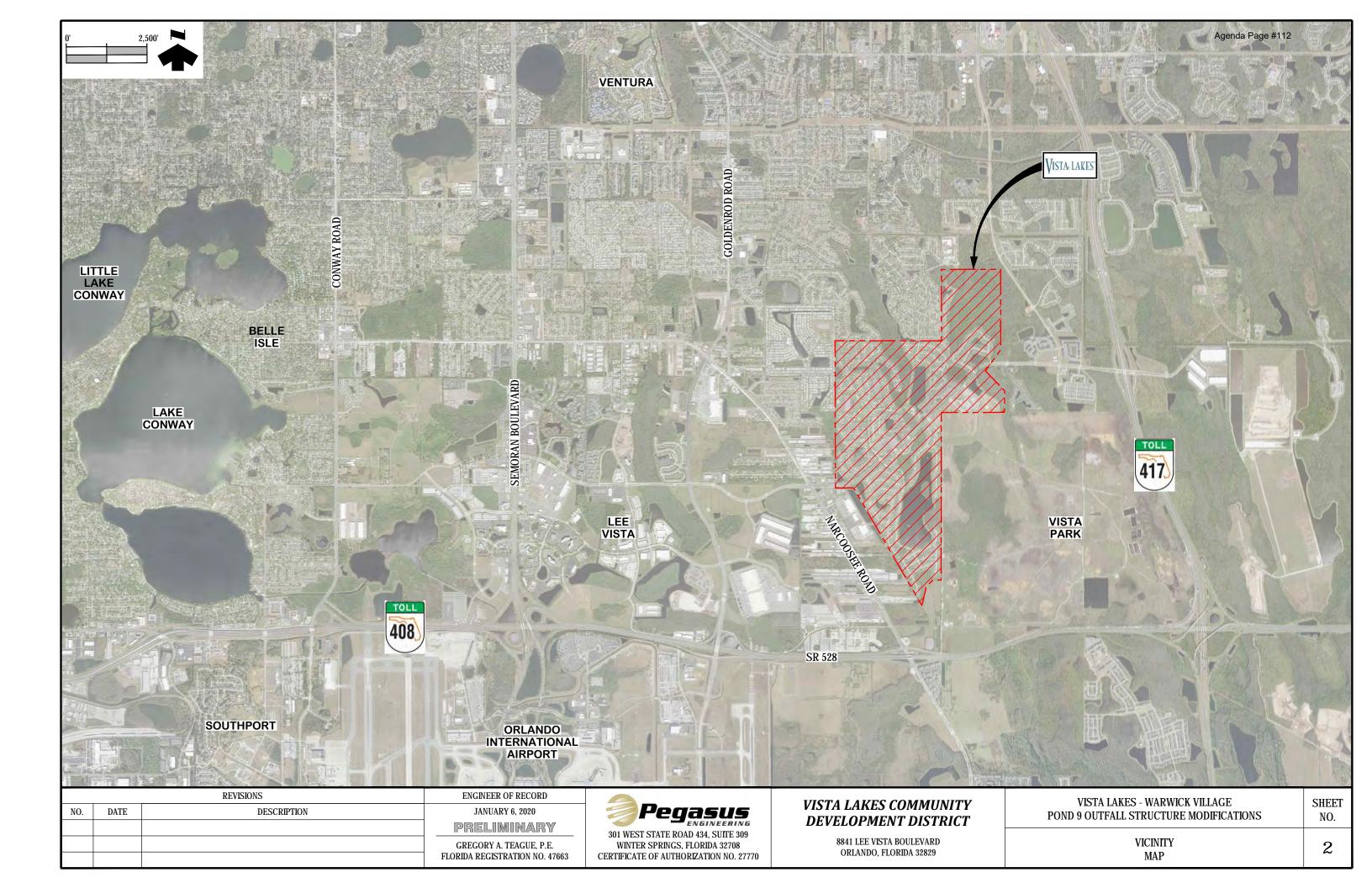
PRELIMINARY

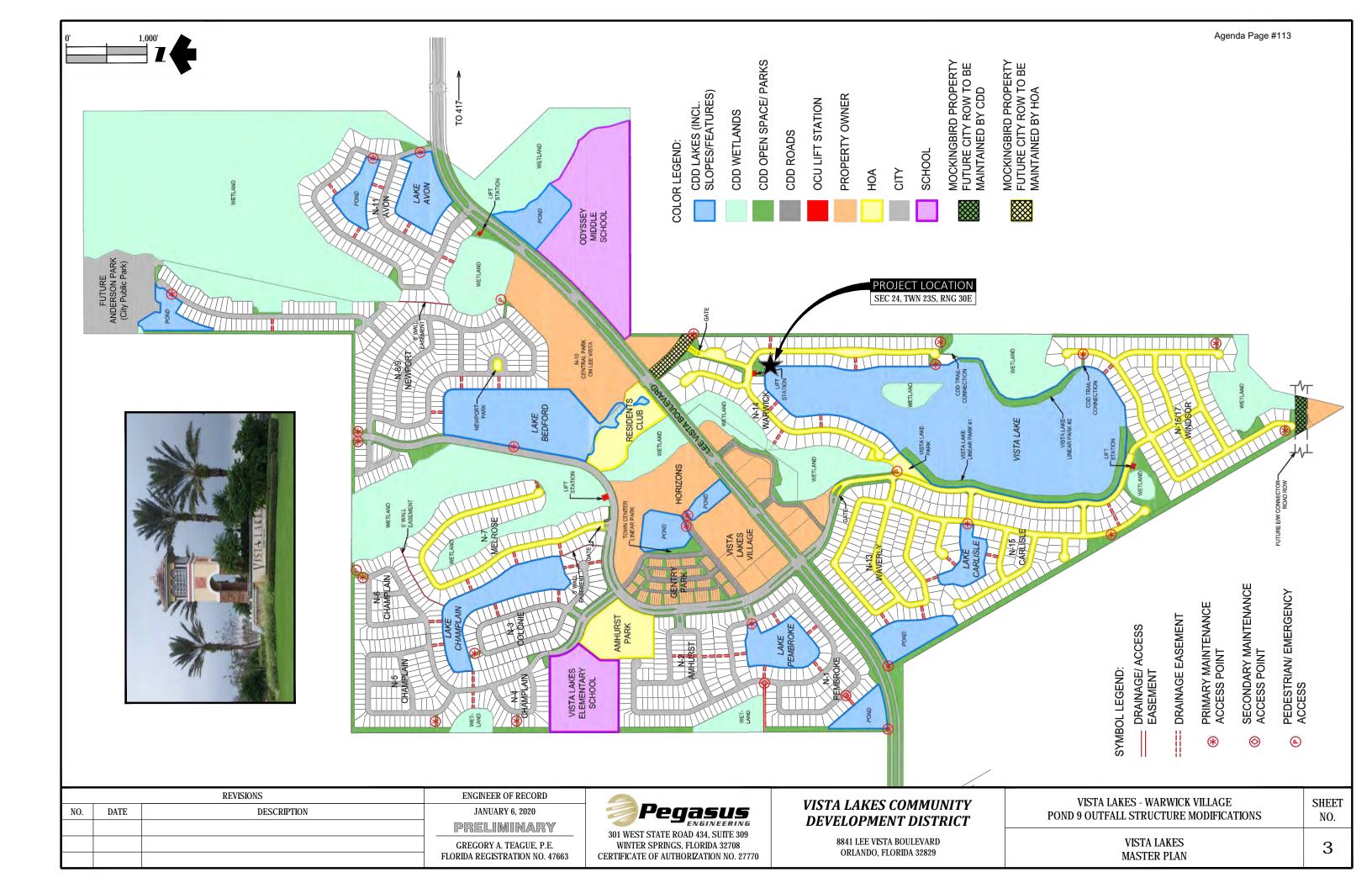
GREGORY A. TEAGUE FLORIDA P.E. NUMBER 47663 State of Florida Board of Professional Engineers Certificate of Authorization No. 27770

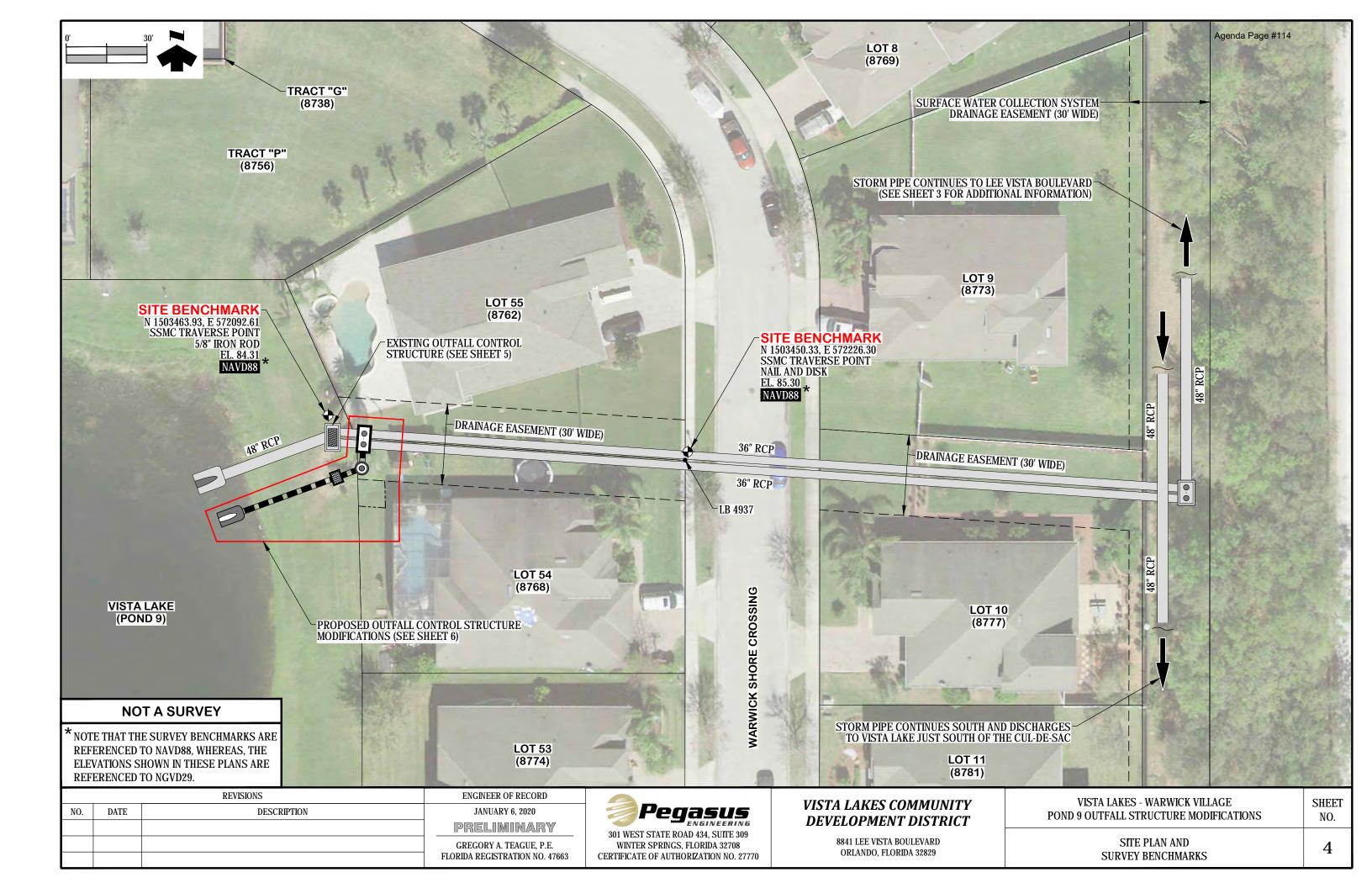


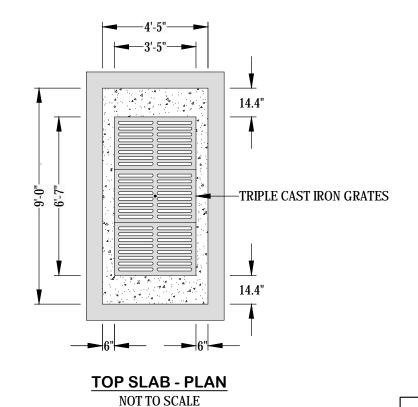
310 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 PHONE: 407-992-9160 FAX: 407-358-5155

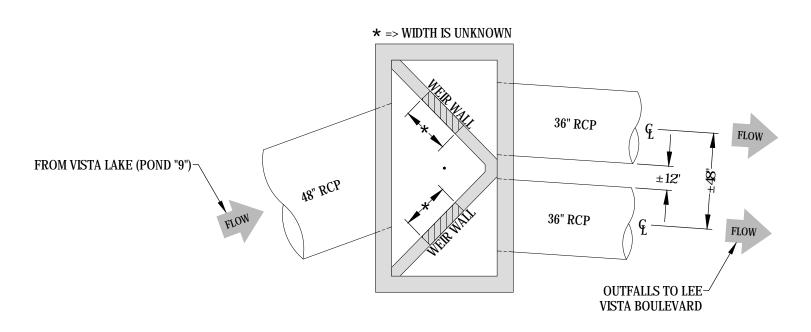
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY GREGORY A.
TEAGUE, P.E. ON XXXXX XX, 2020 USING A DIGITAL SIGNATURE. PRINTED COPIES OF
THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.











NOTES:

- 1. DIMENSIONS AND ELEVATIONS OBTAINED BY SOUTHEASTERN SURVEYING AND MAPPING CORP. IN MARCH 2017.
- 2. ALL ELEVATIONS ARE REFERENCED TO THE NGVD29 VERTICAL DATUM.

OVERFLOW WEIRS - PLAN

NOT TO SCALE



PHOTOGRAPH TAKEN ON MARCH 3, 2017

TOG EL. 85.35 EL. 84.30 -OVERFLOW WEIR CREST ELEVATION 44 4 4 -RECTANGULAR ORIFICE (14.4" HIGH) EL. 80.90 <u>OPEN</u> ▼ EL ±80 36" RCP EL. 79.70 48" RCP EL. 77.35 -PROPOSED DRAWDOWN FOR INV EL. 77.85 **EMERGENCY FLOOD STORAGE** └ INV EL. 77.67

OVERFLOW WEIRS - SECTION

NOT TO SCALE

OUTFALL STRUCTURE - PHOTOGRAPH

NOT TO SCALE

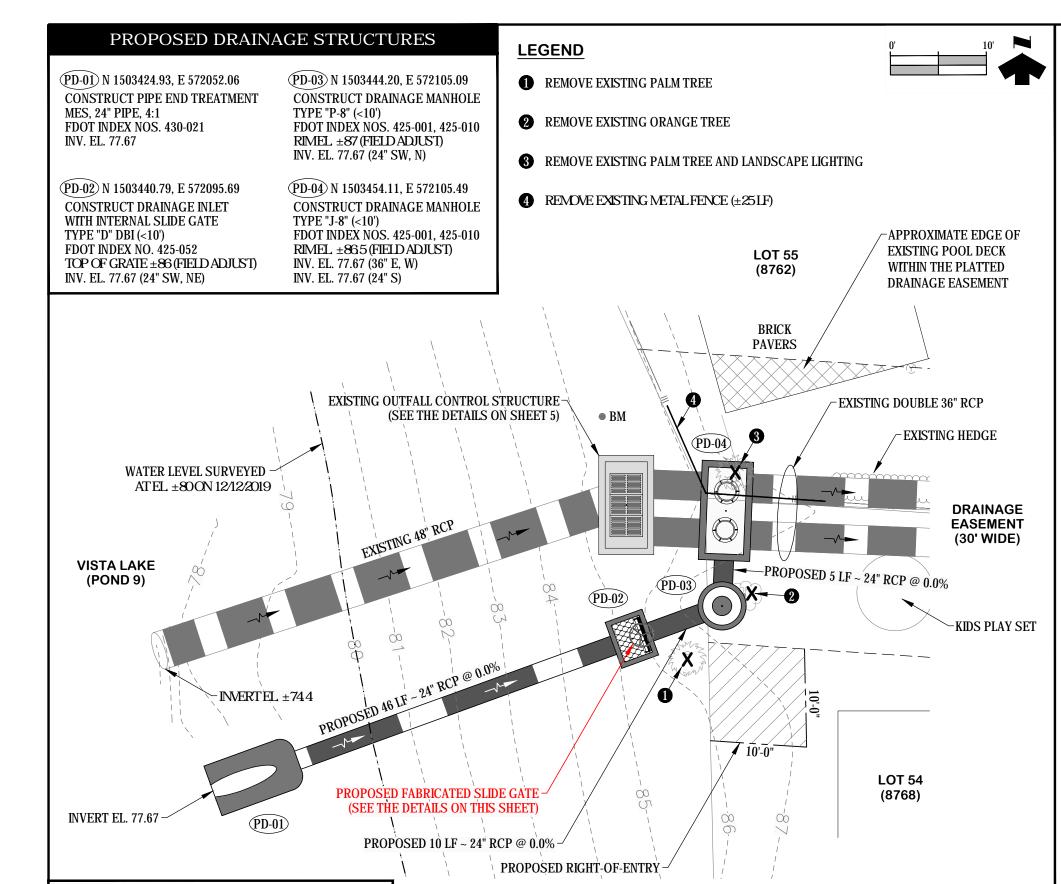
		REVISIONS	ENGINEER OF RECORD
NO.	DATE	DESCRIPTION	JANUARY 6, 2020
			PRELIMINARY
			GREGORY A. TEAGUE, P.E.
			FLORIDA REGISTRATION NO. 47663

Pegasus
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FLORIDA 32708
CERTIFICATE OF AUTHORIZATION NO. 27770

VISTA LAKES COMMUNITY
DEVELOPMENT DISTRICT

8841 LEE VISTA BOULEVARD	
ORLANDO FLORIDA 32829	

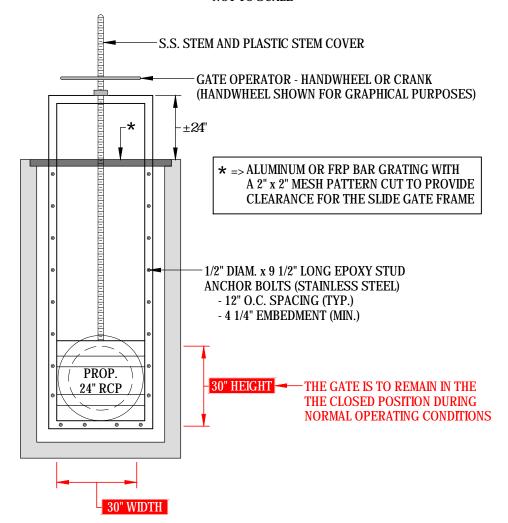
VISTA LAKES - WARWICK VILLAGE POND 9 OUTFALL STRUCTURE MODIFICATIONS		
EXISTING OUTFALL STRUCTURE DETAILS	5	



Agenda Page #116

FABRICATED SLIDE GATE

NOT TO SCALE



GENERAL SPECIFICATIONS

- 1. HYDRO GATE MODEL HG561 30x30 FABRICATED SLIDE GATE OR APPROVED "EQUAL".
 - SELF CONTAINED, WALL MOUNTED WITH RISING STEM
- STAINLESS STEEL FRAME, SLIDE AND FASTENERS



12000 EAST 47TH AVE., SUITE 200 DENVER, CO 80239 800-678-8228 | 303-288-7873 www.hydrogate.com

- 2. THE CONTRACTOR MAY SUBMIT EQUIVALENT PRODUCTS FOR REVIEW AND APPROVAL IF THE DESIGN AND OPERATING SPECIFICATIONS MEET OR EXCEED THESE SPECIFICATIONS.
- 3. THE CONTRACTOR SHALL SUBMIT SHOP AND/OR LAYOUT DRAWINGS FOR THE SLIDE GATE, CONNECTION DETAILS AND BAR GRATING TO THE OWNER FOR REVIEW AND APPROVAL BEFORE PLACING ORDERS OR COMMENCING FABRICATION.

Southeastern Surveying THIS SITE PLAN WAS DEVELOPED USING A TOPOGRAPHIC SURVEY DATED DECEMBER 12, 2019

PLAN SCALE AS SHOWN

REVISIONS

ENGINEER OF RECORD

NO. DATE

DESCRIPTION

JANUARY 6, 2020

PRELIMINARY

GREGORY A. TEAGUE, P.E.
FLORIDA REGISTRATION NO. 47663



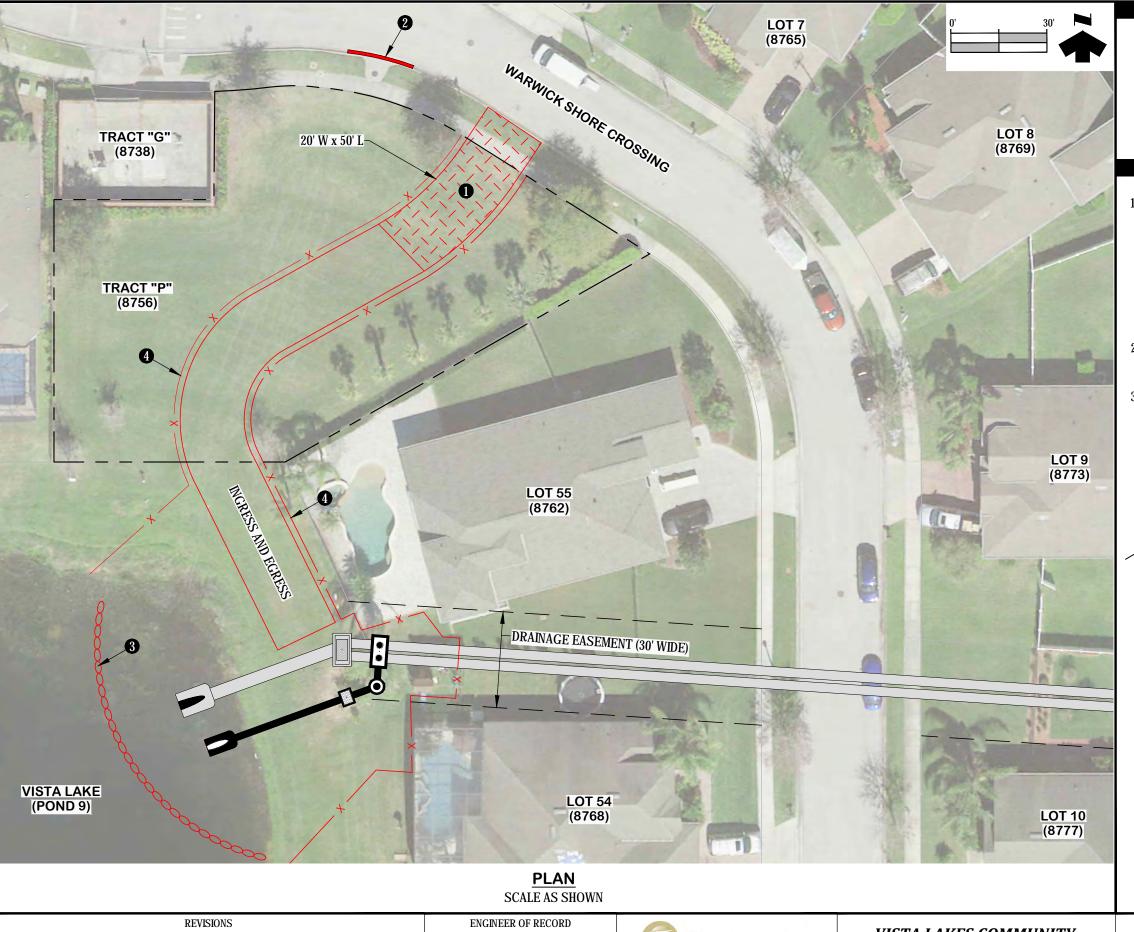
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FLORIDA 32708
CERTIFICATE OF AUTHORIZATION NO. 27770

VISTA LAKES COMMUNITY
DEVELOPMENT DISTRICT

8841 LEE VISTA BOULEVARD ORLANDO, FLORIDA 32829

VISTA LAKES - WARWICK VILLAGE POND 9 OUTFALL STRUCTURE MODIFICATIONS		
PROPOSED OUTFALL	6	

STRUCTURE DETAILS



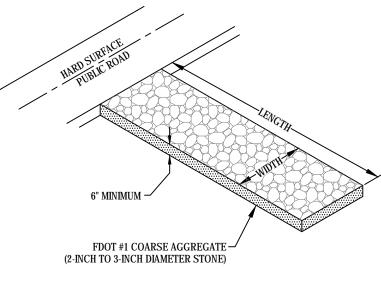
POLLUTION CONTROLS

Agenda Page #11

- 1 GRAVEL CONSTRUCTION ENTRANCE
- 2 INLET PROTECTION
- 3 TURBIDITY BARRIER
- 4 STAKED SILT FENCE (TYPE III)

ROUTINE MAINTENANCE DURING CONSTRUCTION

- EROSION, SEDIMENT AND TURBIDITY CONTROL SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT AND SHALL BE REMOVED BY THE CONTRACTOR AFTER FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER. THESE CONTROL MEASURES ARE ONLY THE MINIMUM REQUIRED AND ADDITIONAL CONTROLS SHALL BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS.
- 2. ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE, SEEDED AND MULCHED OR SODDED AS SOON AS POSSIBLE.
- 3. AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE PROTECTED WITH SILT FENCE OR OTHER ALTERNATIVE METHODS.



LENGTH AND WIDTH DIMENSIONS SHALL BE AS SHOWN IN THE PLANS AND / OR BASED ON SITE-SPECIFIC CONDITIONS OR LIMITATIONS

GRAVEL CONSTRUCTION ENTRANCE

SOIL TRACKING PREVENTION DEVICE NOT TO SCALE

		REVISIONS	ENGINEER OF RECORD	
NO.	DATE	DESCRIPTION	JANUARY 6, 2020	
			GREGORY A. TEAGUE, P.E.	
			FLORIDA REGISTRATION NO. 47663	



CERTIFICATE OF AUTHORIZATION NO. 27770

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

8841 LEE VISTA BOULEVARD ORLANDO, FLORIDA 32829

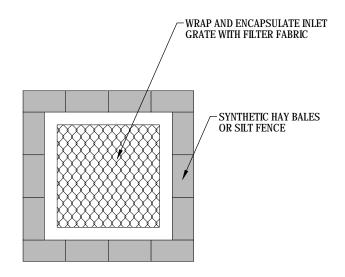
VISTA LAKES - WARWICK VILLAGE	
POND 9 OUTFALL STRUCTURE MODIFICATIONS	

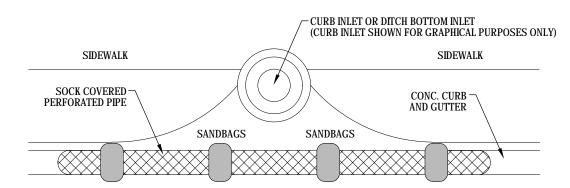
TEMPORARY EROSION CONTROL PLAN AND DETAILS

7

SHEET

NO.





NOTES:

- PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENT, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
- 2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
- 3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
- 4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED ROADWAY IMMEDIATELY.
- 5. AT THE END OF EACH WORKDAY, SWEEP OR SCRAPE UP SOIL TRACKED ONTO THE STREET.

INLET PROTECTION NOT TO SCALE

REVISIONS

OUTPUT

THE PROPOSITION ENGINEER OF RECORD

JANUARY 6, 2020

GREGORY A. TEAGUE, P.E. FLORIDA REGISTRATION NO. 47663

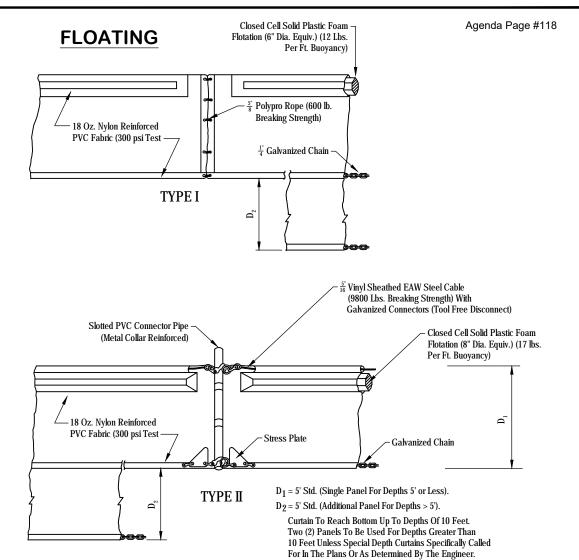


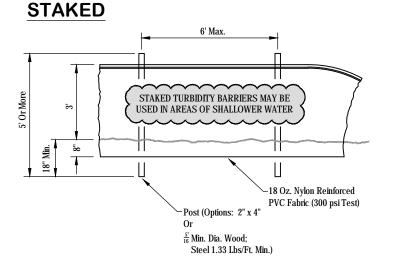
CERTIFICATE OF AUTHORIZATION NO. 27770

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

8841 LEE VISTA BOULEVARD ORLANDO, FLORIDA 32829 VISTA LAKES - WARWICK VILLAGE SHEET POND 9 OUTFALL STRUCTURE MODIFICATIONS NO.

TEMPORARY EROSION CONTROL PLAN AND DETAILS



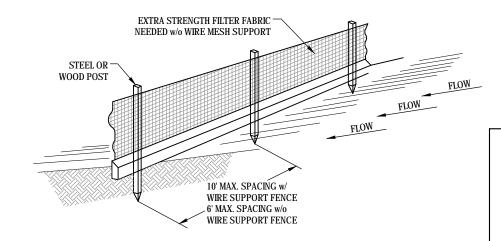


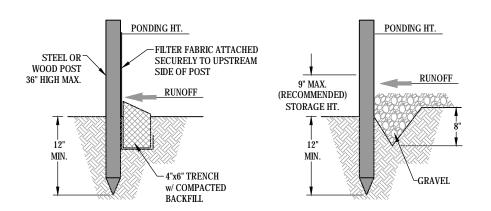
TURBIDITY BARRIERS NOT TO SCALE

EMENT DISTRICT

TOND 9 OUTFALL STRUCTORS

TEMPORARY EDOCION

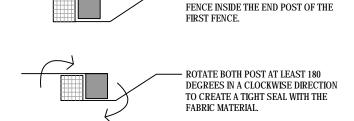




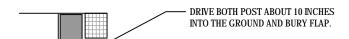
STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

ALTERNATE DETAIL
TRENCH WITH GRAVEL

PLACE THE END POST OF THE SECOND



DIRECTION OF RUNOFF WATERS



ATTACHING TWO SILT FENCES

STAKED SILT FENCE

TYPE III NOT TO SCALE

REVISIONS		REVISIONS	ENGINEER OF RECORD
NO.	DATE	DESCRIPTION	JANUARY 6, 2020
			GREGORY A. TEAGUE, P.E.
			FLORIDA REGISTRATION NO. 47663



VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

8841 LEE VISTA BOULEVARD ORLANDO, FLORIDA 32829

VISTA LAKES - WARWICK VILLAGE	SHEET
POND 9 OUTFALL STRUCTURE MODIFICATIONS	NO.
TEMPORARY EROSION CONTROL PLAN AND DETAILS	9

<u>NOTES</u>

- INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
- 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
- 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

January 15, 2020

Vista Lakes - Warwick Village

Pond 9 Outfall Structure Modifications

Engineer's Construction Cost Estimate (Based on Preliminary Plans)

Line	Item	Estimated	11.2	Unit	Extended	Total	
Item	Description	Quantity	Unit	Price	Amount	Amount	
	SECTION 1	- GENERAL ITEMS					
1-1	Mobilization	1	LS	10.0%	\$8,100.00		
1-2	Survey and Construction Layout	1	LS	\$1,500.00	\$1,500.00		
1-3	As-Built Plans	1	LS	\$1,500.00	\$1,500.00		
1-4	Indemnification	1	LS	\$500.00	\$500.00	\$11,600.00	
	SECTION 2 - C	ONSTRUCTION	N ITEMS				
2-1	Maintenance of Traffic	1	LS	\$1,500.00	\$1,500.00		
2-2	Dewatering and Flow Diversion	1	LS	\$25,000.00	\$30,000.00		
2-3	Gravel Construction Entrance	1	LS	\$500.00	\$500.00		
2-4	Inlet Protection System	1	EA	\$250.00	\$250.00		
2-5	Staked Silt Fence (Type III)	550	LF	\$2.00	\$1,100.00		
2-6	Floating Turbidity Barrier	110	LF	\$20.00	\$2,200.00		
2-7	Clearing and Grubbing	1	LS	\$2,500.00	\$2,500.00		
2-8	Pipe Desilting (Existing 48-inch RCP)	1	LS	\$2,500.00	\$2,500.00		
2-9	Concrete Pipe Culvert (24" RCP, Class III)	61	LF	\$125.00	\$7,625.00		
2-10	Mitered End Section (24", 4:1) (PD-01)	1	EA	\$3,000.00	\$3,000.00		
2-11	Type "D" Ditch Bottom Inlet (PD-02)	1	EA	\$5,000.00	\$5,000.00		
2-12	Manholes, P-8, < 10' (PD-03)	1	EA	\$5,000.00	\$5,000.00		
2-13	Manholes, J-8, < 10' (PD-04)	1	EA	\$7,500.00	\$7,500.00		
2-14	Aluminum Slide Gate	1	EA	\$7,500.00	\$7,500.00		
2-15	Concrete Sidewalk, 4" Thick	20	SY	\$50.00	\$1,000.00		
2-16	Performance Turf, Sod, Bahia	950	SY	\$3.50	\$3,325.00		
2-17	Performance Turf, Sod, St. Augustine	100	SY	\$5.00	\$500.00	\$81,000.00	

Tot	al	Lab	or	and	M	at	eri	al	s E	3id	P	rice	(in	N	um	be	ers
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\$92,600.00

Total Labor and Materials Bid Price (in Words)

NOTES

1. All areas disturbed by construction are to be restored with sod to match existing.



Page 1 Printed On: 1/15/2020

6Ci.

MANAGEMENT SERVICES MASTER AGREEMENT

This Management Services Master Agreement (the "Agreement") is made effective this 1^{st} day of October 2019, between:

- 1) **Vista Lakes CDD,** a Community Development District with its principal place of business in Orange County, FL (hereinafter the "District"); and
- INFRAMARK, LLC, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Service Company")

BACKGROUND

The District desires to procure management services required for the District as set forth in Schedule A attached to this Agreement ("Services") and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

- 1.1 The term of this Agreement shall be for an initial period of one (1) years from commencement date defined in first paragraph of page one of services hereunder, and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, thirty (30) days prior to the renewal date.
- 1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party may send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days, but is not cured, the Agreement shall terminate at midnight of the thirtiethythirtieth (30th) day following receipt of the Notice. In the case of default that the parties mutually agree cannot be cured within thirty (30) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has demonstrated to the other party's satisfaction that it has commenced and is diligently pursuing a cure.
- 1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.
- 1.4 Upon termination, the Service Company shall be paid in full for all services duly rendered pursuant to this Agreement and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.
- 1.5 If District incurs costs for damages due to a default of

the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company, if any.

1.61.5 The Service Company may, at its discretion, suspend service immediately should the District fail to make any payment due hereunder in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY'S SERVICES

- 2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the "Services").
- 2.2. In the event the District is an established and previously operating entity on the date of this Agreement, and this is the first agreement for management services between the District and the Service Company, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:
- 2.2.1. All financial books and records of the District, not previously provided;
- 2.2.2. All bank statements of all accounts of the District, not previously provided;
- 2.2.3. Copies of all contracts and agreements to which District is a party, not previously provided;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District, not previously provided; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses), not previously provided.

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents that were not caused or made by the Service Company, and shall have no liability for errors which may result from the use of the above-referenced documents should errors that were not caused or made by the Service Company be contained therein.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be

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provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

- 2.4. In performing the Services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.
- 2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.
- 2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.
- 2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.
- 2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

- 3.1. District shall:
- 3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;
- 3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;
- 3.13. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with

- any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and
- 3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.
- 3.3 The District represents and warrants that:
- 3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;
- 3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes a legal, valid, and binding agreement between it and the Service Company;
- 3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- 3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and
- The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

- 4.1. The District shall pay to the Service Company a onetime organizational fee of N/A within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the District's documents, allowing approximately thirty (30) days for a transition period.
- 4.2. Thereafter, the District shall pay the Service Company a fee of \$4,773.92 ("Monthly Base Management Fee") plus a fee of \$6,846.33 ("Monthly Field Service Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Base Fee shall be due, in advance, on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within thirty (30) days of invoice date.
- 4.3. Attendance of meetings is based on an allocation of up to seven (7) meetings per year, including of the Annual meeting of Members and a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.
- Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.
- 4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified

immediately that such emergency action was taken.

- 4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company.
- 4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. Should the Board reject an increase, the Service Company shall have the option to immediately terminate the Agreement upon thirty (30) days written notice.
- 4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.
- 4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.
- 4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1½%) per month from the original due date and until payment is received, unless waived by written agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES.

- TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PROPER PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OF THE DISTRICT AND INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE TOWN SHALL FURNISH COPIES OF SUCH POLICIES TO THE OPERATOR WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE OPERATOR HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED.
- 5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.
- 5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, whether or not demand has been made against the Service Company. The District agrees to pay all reasonable

- attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.
- 5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.
- 5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.
- 5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETENT TO PROVIDE THE SERVICES CONTRACTED FOR.
- 5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, Force Majeure, or acts of God.
- 5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.
- 5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

- 6.1. The Service Company shall provide and maintain the following levels of insurance coverage:
- 6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);
- 6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);
- 6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

- 6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.
- 6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

7) DISPUTES

- 7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. Each party shall bear its own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.
- 7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for non-binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company agrees to fully comply with the

provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- 9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.
- 9.1.2. Upon a request for public records received by the District, the Service Company shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- 9.1.3 The Service Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.
- 9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- 9.1.5 The District Counsel shall make all determinations as to what constitutes confidential or exempt public records.
- 9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and any District-adopted retention policy consistent therewith and destroy all records in accordance with the requirements thereof.
- 9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:
- IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: SANDRA.DEMARCO@INFRAMARK.COM AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

- 10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.
- 10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.
- 10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.
- 10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.
- 10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 10.7. The parties may only modify this Agreement by a written amendment signed by both parties.
- 10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the

services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that District shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

- 10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.
- 10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof. In any action arising from this Agreement, venue shall be in the County in which the District is located.
- 10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC 2002 West Grand Parkway North, Suite 100 Katy, Texas 77449 ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, PA 19044 ATTN: Legal Department

To District:

Vista Lakes Community Development District c/o Clark & Albaugh, LLP 700 West Morse Boulevard, Suite 101 Winter Park, FL 32789

- 10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.
- 10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

NFRAMARK, LLC	VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
: Chris Tarase le: Vice President IMS te:	Printed Name: Title:

Schedule A Scope of Services

I. MEETINGS, HEARINGS, WORKSHOPS, ETC.

The Service Company will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District's Board of Supervisors (the "Board"), and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law. The Service Company will attend up to nine meetings a year, additional meetings will be charged as the fee schedule in Schedule B. The Service Company will attend up to 9 meetings a year at no additional charge.

The Service Company will consult with the Board and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

II. RECORDS

The Service Company will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws. An excessive number of public records requests (more than six a month) will require an additional fee.

III. DISTRICT OPERATIONS

The Service Company will act as the primary point of contact for District-related matters.

The Service Company will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure and oversee the operation and maintenance of that infrastructure.

The Service Company will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company will advise the Board as to need for renewal or additional procurement activities and implement same. The Service Company will work with the District's attorney and District's engineer in fulfilling these requirements. Project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee.

The Service Company will recommend and advise the Board, in consultation with the District's engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

The Service Company will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):

File name and location of the District's Registered Agent and Office location annually with Department of Economic Opportunity and the County.

Provide legal description and boundary map as provided by District's engineer to the District's Supervisor of Elections

Provide the regular meeting schedule of the Board to County.

File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.

File request letter to the District's Supervisor of Elections of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.

Prepare and file annual public depositor report. Provide quarterly inspections of the District property.

IV. ACCOUNTING AND REPORTING

The Service Company will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.

The Service Company will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Service Company will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary). The Service Company will administer the processing, review and approval, and timely payment of all invoices and purchase orders.

The Service Company will oversee District's capital and general fund accounts.

The Service Company will recommend and implement investment policies and procedures pursuant to State law and provide cash management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

V. AUDITS

The Service Company will provide audit support to auditors for the required annual audit, and will assist in completion and submission of audit and annual financial statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

VI. BUDGETING

The Service Company will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Service Company will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Service Company will ensure that all budget meetings, hearings, and workshops are properly noticed.

The Service Company will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

VII. CAPITAL PROGRAM ADMINISTRATION

The Service Company will maintain proper capital fund and project fund accounting procedures and records.

The Service Company will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for capital project construction.

The Service Company will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc. For the issuance of new bonds and/or refinancing of existing bonds, there are additional fees including: cost of assessment methodologies (if required), administrative and finance work associated with the development of the bonds and/or bank loans.

VIII. ASSESSMENTS & REVENUE COLLECTION

The Service Company will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.

The Service Company will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.

The Service Company will monitor development of the District and perform Assessment True-up Analysis when appropriate.

The Service Company will issue estoppel letters as needed for property transfers.

The Service Company will maintain the District's lien book, in which is recorded the details of any District debt and the related debt service assessments. The lien book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

IX. FIELD SERVICES

The Service Company will manage district contracts and field activities.

The Service Company will coordinate activities for planning, developing, controlling and evaluating field maintenance contracts and programs.

The Service Company will oversee annual maintenance program as identified in the adopted budget for the District and coordinate competitive bidding when necessary.

The Service Company will coordinate direction of District contractors who provide installation, repair and maintenance of District properties.

The Service Company will coordinate complaint response to concerns with the conditions of ponds and other common areas.

The Service Company will coordinate preparation of bid packages for required work in the District.

X. ADDITIONAL SERVICES

Additional services provided with a mutually agreeable scope of services and fee for services.

Schedule B Rate Schedule

I. ANNUAL BASE FEE

- The Annual Base Fee for District Management Services for the first Agreement Year shall be \$57,287 (\$4,773.92 per month).
- The Annual Fee for Field Services for the first Agreement year will be \$82,156 (\$6,846.33 per month)

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour
Mail Distribution	
General Distribution-Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
Genera! Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 percopy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- incudes court appearances, performance oitasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters – This charge will be billed to the requestor directly	\$75.00 per request

MANAGEMENT SERVICES MASTER AGREEMENT

This **Management Services Master Agreement** (the "Agreement") is made effective this 1st day of October 2019, between:

- 1) **Vista Lakes CDD,** a Community Development District with its principal place of business in Orange County, FL (hereinafter the "District"); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Service Company")

BACKGROUND

The District desires to procure management services required for the District as set forth in Schedule A attached to this Agreement ("Services") and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

- 1.1 The term of this Agreement shall be for an initial period of one (1) years from commencement date defined in first paragraph of page one of services hereunder, and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, thirty (30) days prior to the renewal date.
- 1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party may send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days, but is not cured, the Agreement shall terminate at midnight of the thirtieth (30th) day following receipt of the Notice. In the case of default that the parties mutually agree cannot be cured within thirty (30) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has demonstrated to the other party's satisfaction that it has commenced and is diligently pursuing a cure.
- 1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.
- 1.4 Upon termination, the Service Company shall be paid in full for all services duly rendered pursuant to this Agreement and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.5 The Service Company may, at its discretion, suspend service immediately should the District fail to make any payment due hereunder in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY'S SERVICES

- 2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the "Services").
- 2.2. In the event the District is an established and previously operating entity on the date of this Agreement, and this is the first agreement for management services between the District and the Service Company, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:
- 2.2.1. All financial books and records of the District, not previously provided;
- 2.2.2. All bank statements of all accounts of the District, not previously provided;
- 2.2.3. Copies of all contracts and agreements to which District is a party, not previously provided;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District, not previously provided; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses), not previously provided.

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents that were not caused or made by the Service Company, and shall have no liability for errors which may result from the use of the above-referenced documents should errors that were not caused or made by the Service Company be contained therein.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

- 2.4. In performing the Services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.
- 2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.
- 2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.
- 2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.
- 2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

- 3.1. District shall:
- 3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;
- 3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;
- 3.13. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and
- 3.2 The Service Company shall have no liability for

vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

- 3.3 The District represents and warrants that:
- 3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;
- 3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes a legal, valid, and binding agreement between it and the Service Company;
- 3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- 3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and
- The District shall operate as a body, dictated by the 3.4 District legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

- 4.1. The District shall pay to the Service Company a one-time organizational fee of N/A within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the District's documents, allowing approximately thirty (30) days for a transition period.
- 4.2. Thereafter, the District shall pay the Service Company a fee of \$4,773.92 ("Monthly Base Management Fee") plus a fee of \$6,846.33 ("Monthly Field Service Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Base Fee shall be due, in advance, on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within thirty (30) days of invoice date.
- 4.3. Attendance of meetings is based on an allocation of up to seven (7) meetings per year, including of the Annual meeting of Members and a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.
- Additional services not described on Schedule A 4.4. which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.
- 4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.
- 4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service

- Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company.
- 4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. Should the Board reject an increase, the Service Company shall have the option to immediately terminate the Agreement upon thirty (30) days written notice.
- 4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.
- 4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.
- 4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by written agreement.

5) INDEMNIFICATION AND LIMITATION

- 5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES.
- 5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S NEGLIGENCE OR

WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, **INCLUDING ATTORNEYS** FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PROPER PERFORMANCE OF ITS UNDER DUTIES THIS AGREEMENT UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE, **GROSS** NEGLIGENCE, OR INTENTIONAL ACTS OF THE DISTRICT **AND** INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE TOWN SHALL FURNISH COPIES OF SUCH POLICIES TO THE OPERATOR WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE OPERATOR HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED.

- 5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.
- 5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, whether or not demand has been made against the Service Company. The District agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.

- 5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.
- 5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.
- 5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETENT TO PROVIDE THE SERVICES CONTRACTED FOR.
- 5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, Force Majeure, or acts of God.
- 5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.
- 5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

- 6.1. The Service Company shall provide and maintain the following levels of insurance coverage:
- 6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);
- 6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);
- 6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and
- 6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

7) DISPUTES

- 7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. Each party shall bear its own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.
- 7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- 9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.
- 9.1.2. Upon a request for public records received by the District, the Service Company shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- 9.1.3 The Service Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.
- 9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- 9.1.5 The District Counsel shall make all determinations as to what constitutes confidential or exempt public records.
- 9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and any District-adopted retention policy consistent therewith and destroy all records in accordance with the requirements thereof.
- 9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:
- IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CUSTODIAN OF PUBLIC CONTACT THE AΤ RECORDS C/O INFRAMARK. LLC. **TELEPHONE:** (954)603-0033, **EMAIL:** SANDRA.DEMARCO@INFRAMARK.COM AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision

of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

- 10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.
- 10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.
- 10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.
- 10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 10.7. The parties may only modify this Agreement by a written amendment signed by both parties.
- 10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of

identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that District shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

- 10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.
- 10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof. In any action arising from this Agreement, venue shall be in the County in which the District is located.
- 10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC 2002 West Grand Parkway North, Suite 100 Katy, Texas 77449 ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, PA 19044 ATTN: Legal Department

To District:

Vista Lakes Community Development District c/o Clark & Albaugh, LLP 700 West Morse Boulevard, Suite 101 Winter Park, FL 32789

- 10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.
- 10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC	VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
By: Chris Tarase	Printed Name:
Title: Vice President IMS	Title:
Date:	Date:

Schedule A Scope of Services

I. MEETINGS, HEARINGS, WORKSHOPS, ETC.

The Service Company will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District's Board of Supervisors (the "Board"), and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law. The Service Company will attend up to nine meetings a year, additional meetings will be charged as the fee schedule in Schedule B. The Service Company will attend up to 9 meetings a year at no additional charge.

The Service Company will consult with the Board and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

II. RECORDS

The Service Company will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws. An excessive number of public records requests (more than six a month) will require an additional fee.

III. DISTRICT OPERATIONS

The Service Company will act as the primary point of contact for District-related matters.

The Service Company will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure and oversee the operation and maintenance of that infrastructure.

The Service Company will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company will advise the Board as to need for renewal or additional procurement activities and implement same. The Service Company will work with the District's attorney and District's engineer in fulfilling these requirements. Project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee.

The Service Company will recommend and advise the Board, in consultation with the District's engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

The Service Company will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):

File name and location of the District's Registered Agent and Office location annually with Department of Economic Opportunity and the County.

Provide legal description and boundary map as provided by District's engineer to the District's Supervisor of Elections.

Provide the regular meeting schedule of the Board to County.

File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.

File request letter to the District's Supervisor of Elections of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.

Prepare and file annual public depositor report. Provide quarterly inspections of the District property.

IV. ACCOUNTING AND REPORTING

The Service Company will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.

The Service Company will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Service Company will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary). The Service Company will administer the processing, review and approval, and timely payment of all invoices and purchase orders.

The Service Company will oversee District's capital and general fund accounts.

The Service Company will recommend and implement investment policies and procedures pursuant to State law and provide cash management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

V. AUDITS

The Service Company will provide audit support to auditors for the required annual audit, and will assist in completion and submission of audit and annual financial statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

VI. BUDGETING

The Service Company will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Service Company will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Service Company will ensure that all budget meetings, hearings, and workshops are properly noticed.

The Service Company will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

VII. CAPITAL PROGRAM ADMINISTRATION

The Service Company will maintain proper capital fund and project fund accounting procedures and records.

The Service Company will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for capital project construction.

The Service Company will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc. For the issuance of new bonds and/or refinancing of existing bonds, there are additional fees including: cost of assessment methodologies (if required), administrative and finance work associated with the development of the bonds and/or bank loans.

VIII. ASSESSMENTS & REVENUE COLLECTION

The Service Company will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.

The Service Company will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.

The Service Company will monitor development of the District and perform Assessment True-up Analysis when appropriate.

The Service Company will issue estoppel letters as needed for property transfers.

The Service Company will maintain the District's lien book, in which is recorded the details of any District debt and the related debt service assessments. The lien book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

IX. FIELD SERVICES

The Service Company will manage district contracts and field activities.

The Service Company will coordinate activities for planning, developing, controlling and evaluating field maintenance contracts and programs.

The Service Company will oversee annual maintenance program as identified in the adopted budget for the District and coordinate competitive bidding when necessary.

The Service Company will coordinate direction of District contractors who provide installation, repair and maintenance of District properties.

The Service Company will coordinate complaint response to concerns with the conditions of ponds and other common areas.

The Service Company will coordinate preparation of bid packages for required work in the District.

X. ADDITIONAL SERVICES

Additional services provided with a mutually agreeable scope of services and fee for services.

Schedule B Rate Schedule

I. ANNUAL BASE FEE

- The Annual Base Fee for District Management Services for the first Agreement Year shall be \$57,287 (\$4,773.92 per month).
- The Annual Fee for Field Services for the first Agreement year will be \$82,156 (\$6,846.33 per month)

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour		
Mail Distribution			
General Distribution-Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece		
Genera! Distribution - Additional inserts over two	\$0.03per additional page		
Labels	\$0.07each		
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00		
Postage	Current rate charged by postmaster (no add on)		
Copies			
Black and white, single sided	\$0.18 percopy, up to 100 copies \$0.10 per copy thereafter		
Color (single sided)	\$0.50 per copy		
Black and white, duplex (two-sided)	\$0.21 per duplex copy		
Special Services- incudes court appearances, performance oitasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour		
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month		
Notary service	Included		
Estoppelletters – This charge will be billed to the requestor directly	\$75.00 per request		

6C.ii.



Your OK to Pay

Agenda Page #145

Invoice

Chairman Hista Laker (D) December 26, 2

COMING FROM:

GOING TO:

Enhanced Business Solutions

Vista Lakes CDD

3005 Siesta View Dr.

Kissimmee, FL 34744

Kissimmee Florida

Quote BY: A. Torres

TERMS:

(407) 633-9557

ITEM #

DESCRIPTION/COMMENTS

Qty

Amount Due

Pressure wash brick wall along Lee Vista Blvd

Pressure wash white fence in CDD area

2 days 4 guy

Total

MEMO / NOTES: 2 day work time 2 guys

S

2,650.00

Work will include pre and post-work inspection with electronic photographs sent to appropriate parties. The fees paid will include all other expenses to include but not limited to: permits, authorizations and disposal fees.

APPROVED BY:

S.Torres

MAILING ADDRESS 1045 Golf Valley Dr. Apopka, FL 32712

NO STATEMENT WILL BE SENT

REDIT CARD PURCHASES SUBJECT TO 4% SERVICE FEE

TOTAL

Down Payment alance due upon completion

DAVID S. MITU

Date	Service of the servic
Crew	
-	

Office (407) 461-9518	Crew
Fax (407) 889-9035	Source
DavidSmithFence@gmail.com	of Lead
FEN	CE CO. Permit
ADDRESS 313 CAMPUS S	
CITY Celebration STATE	FL ZIP 34747
LOCATION Perimeter Ornan	
SPECIFICATIONS: ALL WORK PERFORMED IN A WORKMANLIKE MANNER STYLE OF FENCE/SPECIFICATIONS	
STYLE OF FENCE/SPECIFICATIONS	AND IN ACCORDANCE WITH STANDARD PRACTICE
Chain Link Cha	SPECIAL INSTRUCTIONS UNDERGROUND UTILITIES Power Company TV Cable Phone Cable
NOTES:	Gas Line
	SKETCH
QUANTITY DESCRIPTION 9 6x6 Section's Industrial Grade Ornamental Alumn Editor	Browze Color
THE THE TAILED	* Allow - 3 weeks
1 21/2"x21/2 Posts.	from Order
1 Renove damagel Force	
36 Additional Fence to be realigned. It ms	Full Libertyness
come Apret.	Frenk T. Sebertyen
PLEASE PAY UPON RECEIPT	Chairman, Vista Lakes CDD
NO STATEMENT WILL BE SENT	Jana Laker CDD

CONTRACT CONDITIONS

MORE OR LESS MATERIAL OTHER THAN AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE. PROPERTY OWNER is solely responsible for locating, staking & clearing fence lines. Purchaser also agrees that the company will not be held responsible or liable for any damage of any nature to underground obstructions. This fence will remain the property of DAVID S. SMITH FENCE COMPANY until paid in full. A 1.5% carrying charge per month will be added. until paid in full. A 1.5% carrying charge per month will be add

6D.i.

Ariel Medina | Field Services Supervisor



313 Campus Street, Celebration, FL 34747 **(O)** 407-566-4122| **(M)** 281-831-0139 | www.inframarkims.com

FREDDY BLANCO | Assistant Maintenance Manager



313 Campus Street| Celebration, FL 34747 Office: 1.407.566.1935| Mobile: 1.407.947.2489|www.inframarkims.com

Vista Lakes CDD Field Management Report

February 2020





Content

- Projects and General Updates
- Lead Maintenance Technician Report
- Landscape Review
- Solitude/Lake Fountains Update
- Solitude/Aquatic Systems Update
- Servello's Report

Projects and General Updates

- Meet with contractors monthly and performed a drive through
- Followed up with Lexington Pool on Fountain Repairs. West fountain is completed. Lexington is working on East Fountain.
- Followed up and monitor pressure washing of walls and vinyl fence performed by Enhanced Business Solutions
- Fence at Lee Vista. Smith Fence ordered material and is waiting for delivery of materials.
 Installation will occur once supplies are received.
- Met with Solitude's Technician to follow up with lake matters.
- Met with Liaison to discuss community concerns
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Returned phone calls
- Solved resident inquires made by phone and email
- Respond to emails and communications as needed
- Performed community light review

Lead Maintenance Technician Report



Pipe behind west fountain repaired.



Removed refrigerator, mattress, and debris removed. Contacted Servello to trim the edge and cut the overgrown vegetation at Barrington Cove Point



Repaired spot light at Gentry Park mail kiosk



Notified Servello about broken sprinklers at GentryPark Townhouses from 6227 to 6243.



Installed doggy station at Gentry Park



Contractor working by ChickasawTrail And LakeChamplain Dr left box open with no caution tape and presented a safety concern as it is next to the school. Contacted vendor to properly secure area.



Installed new light bulb, wiring, and pipe at Avon fountain tower



Notified Servello about an irrigation leak on Lee Vista Blvd.



Notified Servello about hole left after irrigation repair in order to fill it.



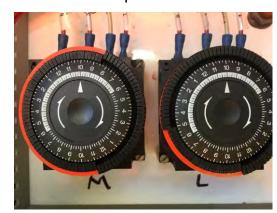
Notified Servello about leaning tree on Chickasaw Trail



Reported broken fence due to accident. Proposal was obtained and vendor is waiting on materials to complete installation.



Reset timer at pond 8 at Warwick



Removed dead wolf by Warwick Entrance



Notified Servello to trim branches at sidewalk Agenda Page #154 that connects Newport and Lee Vista



Repaired wood fence at the end of Chelsea Harbor Dr



Landscaping Review

Vista Lakes Landscape Review Report

			7.500 20.10	S Editascape neview neport	
Issue	Location	Date of Drive-thru	Status	Field Manager Comments	Photos
Weed and Disease Control (Turf)	Throughout the community	11/5/2019	Ongoing	Two applications shall be provided in the month of March and November for all St. Augustine and Bahia areas. Provide the schedule for the service.	
Fertilizer(Turf)	Throughout the community	11/5/2019	Ongoing	All fertilizers shall be applied at least four times per year (February, April, June and October) for St. Augustine turf. And Bahia shall be fertilized three times per year upon request. Provide report corroborating services were provided.	
Pest control(Turf)	Throughout the community	11/5/2019	Ongoing	Four applications Shall be provided of insect control per year in the month of March, May, July and September for St. Augustine and two applications per year in May and July for Bahia. Provide report corroborrating services were provided.	
Fertilizer(Shrubs)	Throughout the community	11/5/2019	Ongoing	All fertilizers shall be applied at least three times per year (February, May and October) Provide Report corroboration services were provided.	
Pest and Disease control (Shrubs)	Throughout the community	11/5/2019	Ongoing	Six applications of the insect and disease control shall be required per year in the months of February, April, June, August, October and December. Provide report corroborating services were provided.	
Several Irrigation boxes are not being trimmed around them.	Throughout the community	11/5/2019	Not Completed	Provide schedule and follow up. After three reviews the job is not completed. Several irrigation boxes still without the cleaning service. Only at Gentry park the service is completed	
Dead pine tree	At Lee Vista Blvd (behind the home depot fountain)	11/5/2019	Not Completed	Provide proposal to remove dead pine tree	
Overgrown vegetation Behind the bricks wall	At Warwick shore Xing.	11/5/2019	Not Completed	Provide schedule and follow up. Since April this issue is whithout attention. After several months the trimming job started but wasn't completed.	

Several irrigation boxes with cap broken or missing	Throughout the community	11/5/2019	Pending	Provide proposal for replace 25 irrigation boxes	
Bed behind the houses have several section full of weed.	At New Burry Sound Ln.	11/5/2019	Not Completed	Provide schedule for this services. After the three month on inspection the service is not completed.	
Bed behind the houses have several branches over the wood fence.	At Stafford Springs	11/5/2019	Not Completed	Several branches over the wood fence need trimming service. Provide schedule for this services.	
Mowing service	At Lee Vista Blvd	11/5/2019	Not Completed	Mowing services behind the wood fence.	
Annual service	At Pembroke	11/5/2019	Pending	Crew that serviced the tree trimming at Pembroke damaged the bed flowers.	

Mowing service	At Stafford Springs	11/5/2019	Not Completed	Mowing services behind the wood fence. After a second review the service has not been provided. Provide schedule.	
Bed behind the houses have several section full of weed.	At Stafford Springs	11/5/2019	Not Completed	Provide schedule and follow up. After four months the the lack of service is present.	Image
Mowing service	CDD Area behind the Pembroke community.	11/5/2019	Not Completed	The Mowing service was not completed accordingly.	
Edging sidewalk behind the big lake	At Vista Park Blvd.	11/5/2019	Completed	The service was scheduled for April and was not completed. Edging needs to be completed same day mowing is done as per contract.	

Vista Lakes Landscape Review Report

Issue	VISIA LAKES LANGSCAPE REVIEW REPORT Location Date of Status Field Manager Comments Photos							
Several Irrigation boxes are not being trimmed around them.	Throughout the community	12/16/2019	Ongoing	Provide schedule and follow up. After Four reviews the job is not completed yet. Several irrigation boxes still without proper maintenance. Only at Gentry park the service was completed.				
Dead pine tree	At Lee Vista Blvd (behind the home depot fountain)	12/16/2019	Not Completed	Provide proposal to remove dead pine tree				
Several irrigation boxes with cap broken or missing	Throughout the community	12/16/2019	Pending	Provide proposal to replace 25 irrigation boxes	7			
Bed behind the houses have several section full of weed.	At New Burry Sound Ln.	12/16/2019	Completed	Provide schedule for this services. After three months of consequitive notification the service is not completed.	The contract of the contract o			
Bed behind the houses have several branches over the wood fence.	At Stafford Springs	12/16/2019	Ongoing	Several branches over the wood fence need trimming service. Provide schedule for this services.				
Mowing service	At Lee Vista Blvd	12/16/2019	Completed	Mowing services behind the wood fence.				

Annual service	At Pembroke	12/16/2019	Completed	The crew that trimming the tree at Pembroke make damage to the bed flower.	
Mowing service	At Stafford Springs	12/16/2019	Completed	Mowing services behind the wood fence. After a second review the service don't was performed.	
Bed behind the houses have several section full of weed.	At Stafford Springs	12/16/2019	Completed		
					Image
Mowing service	CDD Area behind the Pembroke community.	12/16/2019	Completed		

Solitude/Lake Fountains Update



Service History Report

December 8, 2019 50097

Vista Lakes CDD

Date Range: 11/01/19..11/30/19

Toll Free: (888) 480-5253 Fax: (888) 358-0088

www.solitudelakemanagement.com

Service Date 11/19/2019 0486280

 No.
 PI-A00322808

 Order No.
 SMOR-286443

 Contract No.
 SVR13946

Technician Name and State License #s

Carl Abinuman Billy Edwards Greg Baxter

	Greg Baxter			
Service Item #	Description	Lake No.	Lake Name	
0486280-FOUNTAIN-004	Vista Lakes VTX Fountain 4 Site #8 Ftn.	-	Site #8 - Ftn.	
Technician's Comments:	11/19/19 Completed fountain service.	We moved the fou	ntain 10' to the left peryour request. T	hank you, Greg and the crew
General Comments:	Serviced Fountain			
Fountain Amps	34		Fountain Voltage	243
GFCI Breaker Test	OK		Control Breaker	ОК
Contactor (Starter)	OK		Motor Overload	OK
Fountain Power Cable	OK		Fuses	ОК
Fountain-Timer	OK		Shaft Propeller Impeller	ОК
Clean Debris Screen	OK		Clean Nozzles	ОК
Fountain Disconnect	OK		Lighting Amps	16.4
Lighting Voltage	122		No. of Lights Burned Out	0
No. of Lights Replaced	0		Clean Lights	ОК
Lighting Timer	OK		Lighting Power Cable	ОК
Fixtures	OK		Lenses/Seals	OK
Lighting Disconnect	OK			



Service History Report

January 6, 2020 50097

Vista Lakes CDD

Date Range: 12/01/19..12/31/19

Toll Free: (888) 480-5253 Fax: (888) 358-0088

www.solitudelakemanagement.com

Service Date 12/10/2019 0486280

 No.
 PI-A00333190

 Order No.
 SMOR-294926

 Contract No.
 SVR13946

Technician Name and State License #s

Lighting Disconnect

Carl Abinuman Greg Baxter

Service Item # Description Lake No. Lake Name Vista Lakes VTX Fountain 4 Site #8 -0486280-FOUNTAIN-004 Site #8 - Ftn. Technician's Comments: 12/10/19 Completed fountain service on fountain #2, #5, #6, #7 and #8. Thankyou, Greg B. and Carl General Comments: Serviced Fountain Fountain Amps 33 Fountain Voltage 242 **GFCI Breaker Test** OK Control Breaker OK OK Contactor (Starter) OK Motor Overload Fountain Power Cable OK OK Fuses Fountain-Timer OK Shaft Propeller Impeller OK Clean Debris Screen Clean Nozzles OK OK Fountain Disconnect OK Lighting Amps 16.3 Lighting Voltage 119 No. of Lights Burned Out 0 No. of Lights Replaced 0 Clean Lights OK Lighting Timer Lighting Power Cable OK OK Fixtures OK Lenses/Seals OK

OK

Service Item #	Description	Lake No.	Lake Name	
0486280-FOUNTAIN-005	Vista Lakes VTX Fountain 5 Site #9 Ftn.		Site #9 - Ftn.	
Technician's Comments:	12/10/19 Completed fountain service of	n fountain #2, #5,	#6, #7 and #8. Thankyou, Greg B. an	d Carl
General Comments:	Serviced Fountain			
Fountain Amps	23.4		Fountain Voltage	235
GFCI Breaker Test	OK		Control Breaker	OK
Contactor (Starter)	OK		Motor Overload	OK
Fountain Power Cable	OK		Fuses	OK
Fountain-Timer	OK		Shaft Propeller Impeller	OK
Clean Debris Screen	OK		Clean Nozzles	OK
Fountain Disconnect	OK		Lighting Amps	8.2
Lighting Voltage	119		No. of Lights Burned Out	0
No. of Lights Replaced	0		Clean Lights	OK
Lighting Timer	OK		Lighting Power Cable	OK
Fixtures	OK		Lenses/Seals	OK
Lighting Disconnect	OK			

Service Date 12/10/2019 0486280

 No.
 PI-A00334356

 Order No.
 SMOR-295428

 Contract No.
 SVR49515

Technician Name and State License #s

Scott Dye

Service Item # Description Lake No. Lake Name

486280-LAKE-ALL Vista Lakes Cdd-Lake-ALL 14 Vista Lakes Cdd-Lake-ALL

Technician's Comments: Treated all ponds for shoreline grasses and algae today. Thank you, Scott

General Comments: Inspected Lake

Inspected for algae

Service Date 12/20/2019 0486280

 No.
 PI-A00336568

 Order No.
 SMOR-296464

 Contract No.
 SVR49515

Technician Name and State License #s

Scott Dye

Service Item # Description Lake No. Lake Name

486280-LAKE-ALL Vista Lakes Cdd-Lake-ALL 14 Vista Lakes Cdd-Lake-ALL

Technician's Comments: Treated all ponds on property for algae and submerged weeds today. Thank you, Scott

General Comments: Inspected Lake

Inspected for algae

Solitude/Aquatic Systems Update

September 2019

- 1. Treatment for shoreline vegetation was performed
- 2. Treatment for shoreline vegetation and submersed vegetation was performed
- 3. Treatment for shoreline vegetation and submersed vegetation was performed
- 4. Treatment for algal growth and submersed vegetation was performed
- 5. Treatment for shoreline vegetation and submersed vegetation was performed
- 6. Treatment for shoreline vegetation and submersed vegetation was performed
- 7. Treatment for submersed vegetation was performed
- 8. Treatment for shoreline vegetation and submersed vegetation was performed
- 9. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 10. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 11. Pond inspection was performed
- 12. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 13. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 14. Treatment for shoreline vegetation

October 2019

- 1. Treatment for shoreline vegetation and algal growth was performed
- 2. Treatment for shoreline vegetation and algal growth was performed
- 3. Treatment for shoreline vegetation and algal growth was performed
- 4. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 5. Treatment for shoreline vegetation and algal growth was performed
- 6. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 7. Treatment for shoreline vegetation and algal growth was performed
- 8. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 9. Treatment for shoreline vegetation and algal growth was performed
- 10. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 11. Treatment for shoreline vegetation and algal growth was performed
- 12. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 13. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 14. Treatment for shoreline vegetation and algal growth was performed

November 2019

- 1. Treatment for shoreline vegetation was performed
- 2. Treatment for shoreline vegetation and algal growth was performed
- 3. Treatment for shoreline vegetation and algal growth was performed
- 4. Treatment for shoreline vegetation and algal growth was performed
- 5. Treatment for shoreline vegetation and algal growth was performed
- 6. Treatment for shoreline vegetation and algal growth was performed
- 7. Treatment for shoreline vegetation and algal growth was performed
- 8. Treatment for shoreline vegetation and algal growth was performed
- 9. Treatment for shoreline vegetation and algal growth was performed
- 10. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed

Vista Lakes Field Management Report

- 11. Treatment for shoreline vegetation and algal growth was performed
- 12. Treatment for shoreline vegetation and algal growth was performed
- 13. Treatment for shoreline vegetation and algal growth was performed
- 14. Treatment for shoreline vegetation and algal growth was performed

December 2019

- 1. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 2. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 3. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 4. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 5. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
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- 9. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 10. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 11. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 12. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 13. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed
- 14. Treatment for shoreline vegetation, algal growth, and submersed vegetation was performed

January 1st-23rd 2020

- 1. Treatment for shoreline vegetation and algal growth was performed
- 2. Treatment for shoreline vegetation and algal growth was performed
- 3. Treatment for shoreline vegetation and algal growth was performed
- 4. Treatment for shoreline vegetation and algal growth was performed
- 5. Treatment for shoreline vegetation and algal growth was performed
- 6. Treatment for shoreline vegetation and algal growth was performed
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- 10. Treatment for shoreline vegetation and algal growth was performed
- 11. Treatment for shoreline vegetation and algal growth was performed
- 12. Treatment for shoreline vegetation and algal growth was performed
- 13. Treatment for shoreline vegetation and algal growth was performed
- 14. Treatment for shoreline vegetation and algal growth was performed

Servello's Report



VISTA LAKES CDD

MAINTENANCE MONTHLY SUMMARY January 2020 (Bi-Weekly Mowing

1.1 Turf

- 1.1.1 Mowing Mowing was performed weekly throughout common grounds, lakes, and utility easements. Service agreement calls for 2 mowing cycles in January Mowing cycles completed:
 - Week ending 1-10-20
 - Week ending 1-24-20
- 1.1.2 Edging (same as above (1.1.1))
- 1.1.3 Line Trimming (same as above (1.1.1))
- 1.1.4 Weed and Disease Control
 - a) St. Augustine Treated Sedge and broadleaf weeds None
- 1.1.5 Fertilization-Completed
- 1.1.6 Pest Control
 - a) Chinch bugs were treated with follow-up -None
 - b) Ants treated community wide (turf and landscape beds) Treatment troughout

1.2 Shrub/Ground Cover Care

- 1.2.1 Pruning
 - a) All shrubs pruned weeks ending 1-1-20 through 1-31-20 Detail section
- 1.2.2 Weeding
 - a) Herbicide applications to weeds in landscape beds, sidewalks, and roadway crack weeds performed weekly on a rotating basis-ON GOING
- 1.2.3 Fertilization and Pest Control a)Completed
- 1.2.4 Mulching-None

1.3 Tree Care

1.3.1 Pruning

All median tree down vista lakes blvd major tree elevations (Ligustrum trees, Mags etc)

a) Done in detail rotation

1.4 Annual Flowers:None New proposals created

6D.ii.





Date	Proposal #
01/22/2020	3529

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

Submitted To

Vista Lakes CDD

Bob Koncar 210 North University Drive Suite 702 Coral Springs, FL 33071

		е	

Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

Scope

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

Bedding Plants								
Newport Brickwall - South side	Newport Brickwall - South side							
Description Remove and dispose existing plant material and Flush Cut 2 Magnolia	Quantity 5.00	Unit Hr	Price 665.00					
Podocarpus	30.00	7G	1,260.00					
Croton "Mammey"	24.00	3G	348.00					
Trinette-Scheff. Arboricola	30.00	3G	435.00					
Pine Bark Mini Mulch	5.00	Cu Yd	235.00					
Live Oak	1.00	30G	330.00					
Irrigation Adjustments NTE	1.00	Ea	500.00					
Subtota	l Bedding Plants		3,773.00					
	Project Total		\$3,773.00					

Agenda Page #173

Vista Lakes CDD

Proposal # 3529	Project Total	\$3,773.00
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Terms & Conditions

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

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

By: <u>Jeffery</u> Cornett	1/22/2020	Accepted:	
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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





Date	Proposal #
01/22/2020	3530

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

	m			

Vista Lakes CDD

Bob Koncar 210 North University Drive Suite 702 Coral Springs, FL 33071

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Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

Scope

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

The proposed to tailing the control of the complete visits and the complete visits and the control of the contr				
	Irrigation Maintenance			
Install new valve pit boxes				
Description 10" Round Valve pit boxes	Quantity 3.00	Unit 10"	Price 84.45	
Technician Labor	2.00	Hr	130.00	
	Subtotal Irrigation Maintenance		214.45	
	Project Total		\$214.45	

Agenda Page #175

Vista Lakes CDD

Proposal # 3530	Project Total	\$214.45
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Terms & Conditions

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

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

By: <u>Jeffery Cornett</u>	1/22/2020	Accepted:	
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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



Proposal

Date	Proposal #
01/22/2020	3531

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

Submitted To

Vista Lakes CDD

Bob Koncar 210 North University Drive Suite 702 Coral Springs, FL 33071 Project

Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

Scope

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

Bedding Plants

Description Warwick - Median	Quantity	Unit	Price 0.00
Crinum Lily	6.00	3G	124.80
Vista Park brickwall on Lee Vista Blvd			0.00
Remove declining Anise shrub and dispose	2.00	Hr	270.00
Viburnum Suspensum	50.00	7G	2,100.00
Lee Vista Median			0.00
Remove and dispose existing declining Juniper	2.00	Hr	270.00
Indian Hawthorn	20.00	3G	290.00
Trinette-Scheff. Arboricola	20.00	3G	290.00
Pine Bark Mini Mulch	5.00	Cu Yd	235.00
Irrigation Adjustments NTE	1.00	Ea	500.00

Subtotal Bedding Plants

4,079.80

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Vista Lakes CDD

Project Total

\$4,079.80

Agenda Page #178

Vista Lakes CDD

Proposal # 3531	Project Total	\$4,079.80
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Terms & Conditions

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

By: <u>Jeffery</u> Cornett	1/22/2020	Accepted:	
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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



Proposal

Date	Proposal #
01/23/2020	3536

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

Submitted To

Vista Lakes CDD

Bob Koncar 210 North University Drive Suite 702 Coral Springs, FL 33071 Project
Vista Lakes CDD

Lee Vista Blvd. Orlando, FL 32829

Scope

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

Bedding Plants

Description Melrose Front Entrance	Quantity	Unit	Price 0.00
Super Blue	20.00	1G	115.00
Pine Bark Mini	2.00	Cu Yd	94.00
Indian Hawthorn	40.00	3G	580.00
Lake Champlain			0.00
Remove existing plant material and dispose	2.00	Hr	270.00
Podocarpus	20.00	7G	840.00
Irrigation Adjustments NTE	1.00	Ea	500.00
Si	ubtotal Bedding Plants		2,399.00
	Project Total		\$2,399.00

Agenda Page #180

Vista Lakes CDD

Proposal # 3536	Project Total	\$2,399.00
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Terms & Conditions

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

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

By: <u>Jeffery Cornett</u>	1/23/2020	Accepted:	
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

6D.iii.

THIS DOCUMENT WILL BE PROVIDED UNDER SEPARATE COVER

6D.iv.





Payment Method:

e Order
Money order
ard
ard

Cart Subtotal	\$2,396.55
Shipping ABFS-Standard	\$301.59
LiftGate	\$65.00
Order Total	\$2,763.14



Ship To:

Ariel Medina Carmona

Vista Lakes CDD

313 CAMPUS ST

KISSIMMEE, Florida 34747-4982

United States

281-831-0139

Shipping Method:

ABFS-Standard





February 3, 2020

Vista Lakes CDD 313 Campus Street Celebration, FL. 34747 407-566-1935

Vista Lakes CDD]	
Description	Ea.	Total
Install 3 metal benches with concrete foundation.		\$ 1,355.00
This quote includes concrete, framing material, equipment, and labor. (bench cost is separate)		
Prepared by Inframark, Ariel Medina, Field Manager		\$ 1,355.00

Thank you for your business!

313 Campus Street, Celebration, FL 407-566-1935] russ.simmons@inframark.com

6Dv





February 3, 2020

Vista Lakes CDD 313 Campus Street Celebration, FL. 34747 407-566-1935

Vista Lakes CDD]	
Description	Ea.	Total
Repair asphalt at walking track that connects Warwick Shore Crossing and Windsor Point Dr.		\$ 1,025.00
This quote includes asphalt, equipment, and labor to remove and install new asphalt		
Prepared by Inframark, Ariel Medina, Field Manager		\$ 1,025.00

Thank you for your business!

313 Campus Street, Celebration, FL 407-566-1935] russ.simmons@inframark.com

