# VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT

# AGENDA PACKAGE

MAY 14, 2020

Due to the COVID-19 pandemic, and pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes, the meeting will be conducted using the following means of communications media technology (CMT):

https://meetingsamer14.webex.com/meetingsamer14/j.php?MTID=m91 c6ff5c936cfbc9d1d559be6c6dd41b

# **Vista Lakes Community Development District**

# **Inframark, Infrastructure Management Services**

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

May 7, 2020

Dear Board Members:

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District will be held **Thursday, May 14, 2020** at **10:00 a.m.,** via teleconference under Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes: **Call in # 1-408-418-9388 – Meeting ID #624 922 121– Password – 35798588.** While it is necessary to hold the meeting utilizing communications technology, the District fully encourages public participation in a safe and efficient manner. Additionally, participants are encouraged to submit questions and comments to the District Manager at least 24 hours in advance of the meeting by email to **kristen.suit@inframark.com** to facilitate the Board's consideration of such questions and comments during the meeting. The email subject should be "Written Comments: Vista Lakes CDD May 14, 2020" and the email must provide your name, address and email address. Future meetings may be cancelled, or locations and technology may be changed, so please refer to the District's website www.vistalakes.org for current information. The 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 February 13, 2020 Board of Supervisors Meeting
  - **B.** Consideration of March 2020 Check Register and Invoices
  - C. Consideration of March 2020 Financial Statements
  - **D.** Consideration of Resolution 2020-01, Confirming the District's Use of the Orange County Supervisor of Elections to Continue Conducting the General Election, and Qualifying to Run for Office Information
  - **E.** Report on Number of Registered Voters (4,201)
- 4. Consideration of Lake Management Services Proposals
  - **A.** Option 1 Includes Fluoridone Treatments on the Entire Lake #8
  - **B.** Option 2 Includes Only Spot Spraying on Littoral Shelf of Lake #8
- 5. Presentation and Discussion of the Proposed Fiscal Year 2021 Budget
  - **A.** Consideration of Resolution 2020-02, Approving the Budget and Setting the Public Hearing for August 6, 2020
- 6. Staff Reports
  - **A.** District Engineer
    - i. Consideration of Obtaining CCTV Proposals for Storm Sewer Pipes
    - **ii.** Update Regarding Proposed Stucco Wall Between Vista Promenade and Pembroke Subdivision
    - iii. Update on Proposed Camera Locations
    - iv. Update on Sidewalk Inventory
    - v. Update on the Vista Lake Control Structure Modification
  - **B.** District Counsel
  - C. District Manager
    - i. Ratification of Chair-Authorized Expenditures Between Meetings
    - ii. Consideration of Servello Landscaping Hurricane Authorization
- 7. Supervisor Requests
- 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

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, February 13, 2020 at 6:30 p.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 (Via Phone)

Jason McCright Assistant Secretary

Also present were:

Kristen Suit District Manager (Via Phone)

Robert Koncar Inframark, LLC
Scott Clark District Counsel
David Hamstra District Engineer

Freddy Blanco Field Services Manager

Carla Daly HOA Liaison
Jeff Cornett Servello

Members of the Public

The following is a summary of the discussions and actions taken at the February 13, 2020 Vista Lakes Community Development District's Board of Supervisors Meeting.

# FIRST ORDER OF BUSINESS Roll Call

Mr. Sebestyen called the meeting to order. Supervisors introduced themselves, and a quorum was established.

## SECOND ORDER OF BUSINESS Public Comments

Residents commented on the following items:

• Trash bins set-up. This is an HOA issue.

• Tripping hazards on Chickasaw. The area needs to be pressure washed. Mr. Sebestyen commented the area in question is owned by the City, and they should do the pressure washing. However, they do not want to take on this responsibility. Mr. Clark indicated the City will repair broken sidewalks, but will not clean them. This would be a risk decision by the CDD. The Board will investigate.

- Entranceways in poor condition. This item will be added for discussion under *New Business*.
- The Gentry Park contract. It is in final form and ready for signature.
- Discussion of the cell tower will be addressed under *New Business*.

### THIRD ORDER OF BUSINESS Business Administration Items

# A. Consideration of the Minutes of the October 3, 2019 Board of Supervisors Meeting

Mr. Sebestyen stated each Board member received a copy of the Minutes of the October 3, 2019 Board of Supervisors Meeting, and requested any additions, corrections or deletions.

- On Page 2 in the first bullet, *wall* should replace *walk*.
- On Page 7, the first bullet under *District Engineer* should be deleted.

There being no further additions, corrections or deletions,

On MOTION by Ms. Edwards, seconded by Mr. Pass, with all in favor, the Minutes of the October 3, 2019 Board of Supervisors Meeting were approved as amended.

#### B. Consideration of December 2019 Check Register and Invoices

Mr. Sebestyen presented the December 2019 Check Register and invoices for the Board's review and approval.

• Mr. Pass discussed the water meter. Mr. Koncar will investigate the high level of usage.

On MOTION by Mr. McCright, seconded by Ms. Edwards, with all in favor, the December 2019 Check Register and invoices were approved.

## C. Consideration of December 2019 Financial Statements

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

• The District is 37.54% collected on assessments as of the end of December.

On MOTION by Mr. Sebestyen, seconded by Mr. McCright, with all in favor, the December 2019 Financial Statements were approved.

### **D.** Motion to Assign Fund Balance

- This is done at the end of every Fiscal Year. According to GASB requirements, all funds must be allocated at the end of the year to ensure they are consistent with the budget.
- Changes may be made during the Fiscal Year.

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, the motion to assign fund balance as of September 30, 2019, was approved.

# E. Acceptance of the Fiscal Year 2019 Audit

 There were no issues reported, according to the Management Letter included with the Audit.

On MOTION by Mr. McCright, seconded by Mr. Sebestyen, with all in favor, the Audit for the Fiscal Year Ended September 30, 2019, was accepted.

#### FOURTH ORDER OF BUSINESS Old Business

Mr. Sebestyen discussed refinancing of the bond. He suggested formation of a
Committee comprised of CDD/HOA/concerned residents to determine what work
can be done with bond proceeds. This may be done in the next five to seven years.
Refinancing was done two years ago.

#### FIFTH ORDER OF BUSINESS

#### **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
- Mr. Blanco discussed the details of the proposals.
- Residents are in favor of this.
- Better equipment may be purchased for a better price.
- The contractor would like to install the cameras on CDD property.
- The contractor is not seeking approval for the project at this time, but is seeking approval of the License Agreement.
- The Agreement was presented to Mr. Clark for his review.
- It is currently drafted as a perpetual license agreement, which Mr. Clark is concerned with, as they are asking for a lifetime commitment. Mr. Clark asked the Board whether a term should be included.
- The contractor suggested a 10-year agreement, which will likely cover the life of the cameras.
- Mr. Sebestyen suggested a three-year agreement with an automatic renewal.
- Mr. Clark suggested a five-year agreement, with an opportunity to review, and if there are no comments, it can be renewed for another five years.
- A term clause will be added.
- A location map should be added to the agreement.
- The Board will have to approve the agreement in order for the contractor to have access to the survey.
- The current project focuses on the entrances. There is a potential for two additional areas.
- Installation will occur as soon as possible.
- Plans will be prepared for approval at the April meeting.
- The District Engineer will be involved with the process for plans and permitting.
- The agreement should cover location and placement as well as electricity at the locations.
- The CDD shall bear the cost of the electricity.

• The installer will be a certified electrician.

On MOTION by Mr. Pass, seconded by Ms. Edwards, with all in favor, the License Agreement for Installation and Ongoing Maintenance and Use of Camera System by and between the District and the Vista Lakes Community Association was approved for an initial period of five years with an option to renew for five years (with the provision that an Exhibit will be attached to said Agreement which identifies the location of the cameras on a map, and that the contractors will be certified, licensed and insured as electrical contractors).

• The Board has not agreed to purchase any cameras. They will be leased.

The cell tower was discussed.

- There was a meeting in which the cell tower was voted down. The attorney for the cell tower and Association attorney engaged in a dialogue to try to reach a settlement, but there was no interest. They are in the process of filing an appeal. The Association will dispute this issue.
- The Association would like to propose the CDD pay the fees associated with the quasi-judicial hearing, as well as the District Attorney's presence at said hearing, in the amount of \$5,000.
- Mr. Clark is not in support of doing this, unless the CDD is empowered to maintain the infrastructure.
- The driving force against this is property values declining if these cell towers are put up.
- There was an informal Board vote.
  - Ms. Edwards is in support based on additional information to be provided.
  - Mr. McCright, Mr. Pass, Mr. DeCrotie, Sr. and Mr. Sebestyen are not in support of pursuing this.
- This was only discussed at an HOA meeting.

Pressure washing was discussed.

- A significant group of residents would like the areas in question pressure washed.
- There are no funds in the CDD's budget for pressure washing, and if the CDD decides to do this, they will have to do so on an ongoing basis.

- The maintenance would have to be clearly defined.
- Mr. Hamstra indicated that he has never known any cities to perform maintenance and cleaning on its property, as it is a major expense.
- An informal vote was taken.
  - Mr. McCright is not in favor of the CDD investigating whether it should consider pressure washing the property.
  - Ms. Edwards, Mr. Pass, Mr. DeCrotie, Sr. and Mr. Sebestyen are in favor of the CDD investigating whether it should consider pressure washing property.
- The current insurance provider will be contacted to determine the costs associated with a trip and fall hazard on the sidewalks.
- A schedule will be presented at the next meeting for regular maintenance review of the sidewalks. Inframark can provide a bid for pressure washing. A regular inspection is also required.
- Mr. McCright is in favor of determining the cause of the dirty sidewalks. Irrigation may be involved, and they have never been cleaned. Mr. Hamstra will investigate.

# SIXTH ORDER OF BUSINESS

#### **B.** District Counsel

Mr. Clark discussed plantings in the buffer between Warwick and Vista Park.
 There are ownership questions. The CDD owns it, and it is considered a landscape buffer. The CDD may provide a landscape improvement.

#### C. District Manager

i. Consideration of Updated Inframark Management and Field Services Agreement

**Staff Reports** 

- Both Inframark and CDD legal counsels worked on this agreement.
- The new agreement is more thorough.
- Indemnity provisions were removed.
- There is a termination for convenience clause at 60 days.
- There are more protections for both parties.

On MOTION by Mr. Pass, seconded by Mr. McCright, with all in favor, the Management Services Master Agreement with Inframark, LLC was approved.

ii. Ratification of Chair-Authorized Expenditures Between Meetings There being no comments or questions,

On MOTION by Mr. Pass, seconded by Ms. Edwards, with all in favor, Chair-authorized expenditures between meetings were ratified.

# A. District Engineer

## i. Outfall System Modification Construction Plans and Cost Estimate

- Several areas of Vista Lakes will go underwater when the pumps are full, not during extraordinary events.
- A valve may be installed to pull the water level down to absorb the water.
- New boxes would be built next to the landfall canals, which will lower the water levels.
- A permit from St. Johns County is required.
- Nothing will be built close to homes.
- Construction cost is approximately \$100,000.
- The levels should be lowered prior to any catastrophic event.
- They are considering one large pump.
- The water empties into a landfill canal.
- Mr. Hamstra suggested the Board think about this and make a decision at the next meeting.
- The bid would be under the threshold, so advertising of bids is not necessary.
- Mr. Hamstra will contact three different firms.

On MOTION by Mr. McCright, seconded by Mr. Sebestyen, with all in favor, the District Engineer was authorized to obtain bids for construction of an outfall structure for drainage, to be presented at the April CDD Meeting.

# **D.** Field Operations

# i. Field Management Report

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

- Pressure washing is ongoing at the fences.
- Mr. Sebestyen commented the new planting and mulching was excellent.
- The east fountain was completed, but work has not commenced on the west fountain. Staff is awaiting a final contract.
- Mr. Sebestyen is concerned with the Hydrilla in the big lake. Harvesting is
  expensive. A representative from Solitude Lake Management should attend the
  next meeting to discuss. Ms. Daly will ensure Mr. Medina gets this request.
  - iv. Proposal & Work Order Authorization #0861004 Purchase and Installation of Benches

On MOTION by Mr. Pass, seconded by Ms. Edwards, with all in favor, purchase of benches from the Bench Factory in the amount of \$2,763.14, and Work Authorization #0861004 for installation by Inframark in the amount of \$1,355, was approved.

## v. Work Order Authorization #0861005 Asphalt Repair

On MOTION by Mr. McCright, seconded by Ms. Edwards, with all in favor, Work Order Authorization #0861005 from Inframark for repair of asphalt at the walking track connecting Warwick Shore Crossing and Windsor Point Drive, was approved.

#### ii. Servello Proposals

• The following proposals resulted from the walk-through.

## **Newport Brickwall Southside #3529**

• This is located at the end of Small Newport at the vacant home near the conservation area. Plantings are to be installed. Several workers will be involved.

On MOTION by Mr. McCright, seconded by Mr. Sebestyen, with all in favor, Proposal #3529 from Servello in the amount of \$3,773 for plantings at the Newport Brickwall Southside, was approved.

#### Valve Pit Boxes #3530

• This proposal covers valve pit boxes at Gentry Park on CDD property.

Mr. McCright MOVED to approve Proposal #3530 from Servello for installation of valve pit boxes at Gentry Park on CDD property in the amount of \$214.45.

- Mr. Pass wants to know whether all valve boxes will be replaced. Servello staff will check.
- The ground caves them in.

Mr. Sebestyen SECONDED the prior motion.

There being no further discussion,

On VOICE vote, with all in favor, Proposal #3530 from Servello for installation of valve pit boxes at Gentry Park on CDD property in the amount of \$214.45, was approved.

# Warwick Median Bedding Plants #3531

- There are normally four planting rotations.
- This is enhancement work and part of the walk-through with Mr. Tom MacCubbin.
- Dead plants are being removed, and mulch will be added.

On MOTION by Mr. McCright, seconded by Ms. Edwards, with all in favor, Proposal #3531 from Servello for Warwick Median bedding plants in the amount of \$4,079.80, was approved.

# **Melrose Front Entrance Bedding Plants #3536**

• Irrigation adjustments will be necessary.

On MOTION by Mr. McCright, seconded by Mr. Pass, with all in favor, Proposal #3536 from Servello for Melrose front entrance bedding plants in the amount of \$2,399, was approved.

iii. Solitude Lake Management Quote and Updated Scope of Services This item was not presented.

# vi. HOA Liaison Report

• The bumper area behind Warwick and Windsor was discussed. These two areas were never completed. The trees are no longer there and the areas are open. The brick wall which stops halfway through Warwick should be extended. The other location in poor condition is the area behind the warehouses. This should be included in the Reserve Study.

- Resurfacing of roads is included in the Reserve Study.
- Replacement of fountains is still outstanding. Bids have been received, but nothing
  has happened. Mr. Sebestyen indicated Solitude was supposed to get back to the
  CDD regarding electrical work, but this has not happened. This will be addressed
  at the next meeting. Solitude personnel should attend the next meeting.
- The Avon entrances need to be pressure washed. This is a CDD area, which is not City-owned.
- There is a CDD-owned wall between Avon and Newport, which is filthy. There are fences in this area which may be encroaching on CDD property. The wall can be seen from the street. Mr. Medina will follow up with Mr. Hamstra to identify the area.
- Staff is still awaiting a permit for water in Newport. Servello is to provide a map to locate where the irrigation is to go.
- There is a daily drainage issue in the Carlisle and Pembroke areas.
- A resident is requesting for Avon, that a playground be placed at the parcel at Covington Way. There currently is no playground equipment in the area. This is all CDD property. Mr. Clark advised the CDD may investigate having this done. This will be addressed at the next meeting with bids. Mr. Medina will work with residents and Ms. Daly to determine the exact site.
- Newport is looking to have an additional park.

#### SEVENTH ORDER OF BUSINESS Supervisor Requests

Hearing no requests from Supervisors, the next order of business followed.

# EIGHTH ORDER OF BUSINESS

# Adjournment

There being no further business,

On MOTION by Mr. Pass, seconded by Mr. Sebestyen, with all in favor, the meeting was adjourned at approximately 9:00 p.m.

Kristen Suit	Frank Sebestyen
Secretary	Chairman

# **3B.**

# **VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT**

### Payment Register by Fund For the Period from 3/1/2020 to 3/31/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FUI	ND - 001	<u>I</u>					
001	008148	03/03/20	BMZ PARTNERSHIP	42129	MARCH RENT BLDG 2	Lease- Building	544031-53902	\$620.00
001	008149	03/03/20	CITY OF ORLANDO	MAR-20	LIGHTING AGRMNT - MAR 2020	Electricity - Streetlighting	543013-53901	\$1,440.39
001	008150	03/03/20	CLARK, ALBAUGH LLP	16929	GEN MATTERS THRU 2020	ProfServ-Legal Services	531023-51401	\$3,699.00
001	008151	03/03/20	FEDEX	6-924-75130	FEBRUARY POSTAGE	Postage and Freight	541006-51301	\$152.88
001	008157	03/19/20	FEDEX	6-945-10385	FEBRUARY POSTAGE	Postage and Freight	541006-51301	\$23.64
001	008152	03/03/20	GENTRY PARK HOA	PE 2-20	FEB MAILBOXES/ENTRANCE LIGHTS	Electricity - Streetlighting	543013-53901	\$26.34
001	008153	03/06/20	HOME DEPOT CREDIT SVS	022120-7884	TRAFFIC STRIPPING/CONCRETE/LEVELER	R&M-Common Area	546016-53901	\$152.88
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,773.92
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	ProfServ-Field Management	531016-53901	\$6,846.33
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	WO 0861005	546016-53901	\$1,025.00
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	Printing and Binding	547001-51301	\$375.20
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	Postage and Freight	541006-51301	\$15.50
001	008158	03/20/20	INFRAMARK, LLC	49845	MAR MGMT FEES	Office Supplies	551002-51301	\$90.00
001	008154	03/06/20	LEXINGTON POOL & MAINTENANCE, LLC	6071	FOUNTAIN MAINTENANCE	Contracts-Fountain	534023-53901	\$600.00
001	DD394	03/01/20	AT&T - ACH	021320-2683 ACH	BILL PRD 2/13-3/12/19	Communication - Teleph - Field	541005-53901	\$259.84
001	DD393	03/10/20	DUKE ENERGY FLORIDA, INC.	021720 ACH	BILL PRD 1/16-2/17/20	Streetlights Gated	543046-53901	\$5,649.97
001	DD393	03/10/20	DUKE ENERGY FLORIDA, INC.	021720 ACH	BILL PRD 1/16-2/17/20	Streetlights Non-Gated	543047-53901	\$9,253.91
001	DD396	03/09/20	DUKE ENERGY FLORIDA, INC.	021420 ACH	BILL PRD 1/16-2/14/20	Streetlights Gated	543046-53901	\$61.36
001	DD396	03/09/20	DUKE ENERGY FLORIDA, INC.	021420 ACH	BILL PRD 1/16-2/14/20	Electricity - Streetlighting	543013-53901	\$1,099.46
001	DD397	03/20/20	DUKE ENERGY FLORIDA, INC.	022720 ACH	BILL PRD 1/28-2/27/20	Electricity - Streetlighting	543013-53901	\$2,563.61
001	DD398	03/24/20	AT&T - ACH	030520-1037 ACH	BILL PRD 3/5-4/4/20	Communication - Teleph - Field	541005-53901	\$263.55
001	DD405	03/24/20	ORANGE COUNTY UTILITIES	77000-031220	BILL PRD 2/13-3/12/20	Utility - Water & Sewer	543021-53901	\$7,521.43
001	DD405	03/24/20	ORANGE COUNTY UTILITIES	CM77000-031220	TO CORRECT ACH TAKEN	Utility - Water & Sewer	543021-53901	(\$16.03)
001	DD400	03/28/20	AT&T - ACH	13145-031020	BILL PRD 3/10-4/9/20	Communication - Teleph - Field	541005-53901	\$316.33
001	DD401	03/28/20	BRIGHT HOUSE NETWORKS	023029901031220	BILL PRD 3/11-4/10/20 / INTERNET & VOICE	R&M-Common Area	546016-53901	\$123.19
001	DD402	03/31/20	AT&T - ACH	031320-2683 ACH	BILL PRD 3/13-4/12/20	Communication - Teleph - Field	541005-53901	\$260.50
001	DD403	03/26/20	WASTE CONNECTIONS OF FLORIDA	1268052 ACH	REFUSE REMOVAL	Misc-Contingency	549900-53901	\$140.56
001	DD404	03/30/20	DUKE ENERGY FLORIDA, INC.	031920 ACH	BILL PRD 2/18-3/19/20	Streetlights Gated	543046-53901	\$5,692.24
001	DD404	03/30/20	DUKE ENERGY FLORIDA, INC.	031920 ACH	BILL PRD 2/18-3/19/20	Streetlights Non-Gated	543047-53901	\$9,323.15
001	008155	03/06/20	SERVELLO	15830	FEB LANDSCAPE MAINT	Contracts-Landscape	534050-53902	\$29,123.40
001	008155	03/06/20	SERVELLO	15934	STUCK VALVE REPAIR @ CHAMPLAIN BLVD	R&M-Irrigation	546041-53902	\$856.00
001	008155	03/06/20	SERVELLO	15944	IRR REPAIRS	R&M-Irrigation	546041-53902	\$788.94
001	008155	03/06/20	SERVELLO	15972	FEB IRRIGATION MAINTENANCE	R&M-Irrigation	546041-53902	\$992.44
001	008155	03/06/20	SERVELLO	15997	FEB MAINTENANCE CHECKLIST	R&M-Irrigation	546041-53902	\$671.28

# **VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT**

### Payment Register by Fund For the Period from 3/1/2020 to 3/31/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	008155	03/06/20	SERVELLO	16179	IRR REPAIRS ZONE #19	R&M-Irrigation	546041-53902	\$867.37
001	008156	03/06/20	SOLITUDE LAKE MGMT	PI-A00355749	FEB LAKE/POND MGMT	Contracts-Lake and Wetland	534021-53901	\$1,803.00
001	008156	03/06/20	SOLITUDE LAKE MGMT	PI-A00355750	FEB FOUNTAIN / AERATOR MAINT	Contracts-Fountain	534023-53901	\$513.00
001	008156	03/06/20	SOLITUDE LAKE MGMT	PI-A00364701	REPAIR FOUNTAIN # 5	R&M-Fountain	546032-53901	\$82.00
							Fund Total	\$98,051.58

Takal Obsalia Dalid	<b>\$00.054.50</b>
Total Checks Paid	\$98,051.58

3C.

# VISTA LAKES Community Development District

Financial Statements
(Unaudited)

March 31, 2020

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# VISTA LAKES Community Development District

Financial Report
March 31, 2020

Prepared by:



# **Balance Sheet**

March 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 A1 & A2 DEBT SERVICE FUND	TOTAL
ACCETO			
ASSETS  Cash - Checking Account	\$ 401,177	\$ -	\$ 401,177
Interest/Dividend Receivables	4,826	Φ	4,826
Due From Other Funds	4,020	141,103	4,626 141,103
Investments:		171,100	141,100
Certificates of Deposit - 12 Months	954,566	_	954,566
Money Market Account	1,362,956	_	1,362,956
Reserve Fund (A-1)	1,302,930	28,712	28,712
Reserve Fund (A-2)	_	63,039	63,039
	-	•	·
Revenue Fund (A-1) Revenue Fund (A-2)	-	251,590	251,590
, ,	15 901	363,609	363,609
Deposits	15,891	-	15,891
TOTAL ASSETS	\$ 2,739,416	\$ 848,053	\$ 3,587,469
LIABILITIES			
Accounts Payable	\$ 48,395	\$ -	\$ 48,395
Accrued Expenses	18,194	-	18,194
Accrued Taxes Payable	28	-	28
Due To Other Funds	141,103	-	141,103
TOTAL LIABILITIES	207,720	-	207,720
FUND DAI ANCES			
FUND BALANCES			
Nonspendable:	45.004		45.004
Deposits	15,891	-	15,891
Restricted for:		242.2	
Debt Service	-	848,053	848,053
Assigned to:	200 500		200 500
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
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:	967,151	<del>-</del>	967,151
TOTAL FUND BALANCES	\$ 2,531,696	\$ 848,053	\$ 3,379,749
TOTAL LIABILITIES & FUND BALANCES	\$ 2,739,416	\$ 848,053	\$ 3,587,469

# Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD		MAR-20 ACTUAL
<u>REVENUES</u>						
Interest - Investments	\$ 6,000	\$	10,094	168.23%	\$	3,221
Hurricane Irma FEMA Refund	φ 0,000	Ψ	558	0.00%	Ψ	3,221
Interlocal Agreement	40,000		-	0.00%		_
Interest - Tax Collector	2,000		1,330	66.50%		1,094
Special Assmnts- Tax Collector	1,188,895		1,045,266	87.92%		90,627
Special Assmnts- Other	240		479	199.58%		-
Special Assmnts- Discounts	(47,556)		(41,527)	87.32%		(3,269)
TOTAL REVENUES	1,189,579		1,016,200	85.43%		91,673
<u>EXPENDITURES</u>						
<u>Administration</u>						
P/R-Board of Supervisors	5,000		1,800	36.00%		_
FICA Taxes	383		138	36.03%		-
ProfServ-Arbitrage Rebate	1,200		-	0.00%		-
ProfServ-Dissemination Agent	1,000		=	0.00%		=
ProfServ-Engineering	15,000		17,759	118.39%		7,667
ProfServ-Legal Services	20,000		10,129	50.65%		-
ProfServ-Mgmt Consulting Serv	57,287		28,644	50.00%		4,774
ProfServ-Property Appraiser	2,196		2,196	100.00%		2,196
ProfServ-Special Assessment	5,330		5,392	101.16%		-
ProfServ-Trustee Fees	8,500		6,963	81.92%		-
Auditing Services	5,500		5,700	103.64%		-
Website Compliance	3,765		1,814	48.18%		-
Postage and Freight	800		274	34.25%		39
Insurance - General Liability	12,250		7,969	65.05%		-
Printing and Binding	2,500		1,356	54.24%		375
Legal Advertising	1,428		396	27.73%		181
Miscellaneous Services	1,000		1,311	131.10%		67
Misc-Assessmnt Collection Cost	2,000		1,975	98.75%		1,975
Office Supplies	550		176	32.00%		90
Annual District Filing Fee	175		175	100.00%		-
Total Administration	145,864		94,167	64.56%		17,364
<u>Field</u>						
ProfServ-Field Management	82,156		41,078	50.00%		6,846
Contracts-Lake and Wetland	21,000		10,606	50.50%		1,803
Contracts-Fountain	9,732		6,678	68.62%		1,113
Communication - Teleph - Field	6,540		4,712	72.05%		1,100

# Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 ACTUAL
Electricity - Streetlighting	72,000	30,889	42.90%	5,103
Utility - Water & Sewer	70,000	34,198	48.85%	7,505
Streetlights Gated	70,000	34,593	49.42%	5,754
Streetlights Non-Gated	115,000	55,926	48.63%	9,323
R&M-Common Area	10,000	5,053	50.53%	1,301
R&M-Fountain	25,000	318	1.27%	-
Misc-Contingency	12,507	3,253	26.01%	543
Holiday Lighting & Decorations	15,000	17,317	115.45%	-
Total Field	508,935	244,621	48.07%	40,391
<u>Landscape Services</u>				
Contracts-Landscape	349,480	174,740	50.00%	29,123
Contracts-Landscape Consultant	5,400	500	9.26%	-
Contracts-Mulch	30,000	-	0.00%	-
Contracts-Annuals	23,457	7,335	31.27%	-
Lease - Building	7,440	3,720	50.00%	620
R&M-Irrigation	30,000	20,691	68.97%	5,216
R&M-Trees and Trimming	10,000	7,956	79.56%	1,200
R&M-Plant&Tree Replacement	40,000	22,672	56.68%	14,695
Total Landscape Services	495,777	237,614	47.93%	50,854
Reserves				
Reserve	92,300	20,954	22.70%	2,992
Total Reserves	92,300	20,954	22.70%	2,992
TOTAL EXPENDITURES & RESERVES	1,242,876	597,356	48.06%	111,601
Excess (deficiency) of revenues  Over (under) expenditures	(53,297)	418,844		(19,928)
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)	\$ 418,844		\$ (19,928)
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,112,852	2,112,852		
FUND BALANCE, ENDING	\$ 2,059,555	\$ 2,531,696		

# Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	<b>A</b>	ANNUAL ADOPTED BUDGET	YE.	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	 MAR-20 ACTUAL
REVENUES						
Interest - Investments	\$	500	\$	1,789	357.80%	\$ 630
Interest - Tax Collector		200		1,832	916.00%	1,684
Special Assmnts- Tax Collector		743,127		724,892	97.55%	54,716
Special Assmnts- Discounts		(29,725)		(28,857)	97.08%	(2,002)
TOTAL REVENUES		714,102		699,656	97.98%	55,028
<u>EXPENDITURES</u>						
Administration						
Misc-Assessmnt Collection Cost		14,862		1,283	8.63%	1,283
Total Administration		14,862		1,283	8.63%	 1,283
<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		126,274	17.54%	1,283
Excess (deficiency) of revenues						
Over (under) expenditures		(5,742)		573,382		 53,745
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)	\$	573,382		\$ 53,745
FUND BALANCE, BEGINNING (OCT 1, 2019)		274,671		274,671		
FUND BALANCE, ENDING	\$	268,929	\$	848,053		

# Notes to the Financial Statements March 31, 2020

#### **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).
- Interest/Dividend Receivables Accruals for CD's @ 9/30/19.
- Deposits Duke Energy and OCU utility deposits.

#### ► Liabilities

- Accounts Payable Invoices for current month but not paid in current month.
- Accrued Expenses Landscaping, Lake & Fountain services.
- 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 Reserves	\$ 1,548,654

# Notes to the Financial Statements March 31, 2020

#### Financial Overview / Highlights

#### Revenues

Total General Fund Non-Ad Valorem assessments are 88% collected and Debt Service are at 98%.

Total General Fund expenditures and reserves are 48% of the adopted budget below the prorated 50%.

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						
Administrative						
ProfServ-Engineering	\$	15,000	\$	17,759	118%	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 & Reserve Study report.
ProfServ - Property Appraiser	\$	2,196	\$	2,196	100%	Property appraiser fees are paid in full.
ProfServ-Special Assessment	\$	5,330	\$	5,392	101%	Assessment roll service paid in full.
ProfServ-Trustee Fees	\$	8,500	\$	6,963	82%	Trustee Fees paid in full.
Auditing Services	\$	5,500	\$	5,700	104%	Auditing fees are paid in full.
Insurance- General Liability	\$	12,250	\$	7,969	65%	Insurance is paid in full for: Public Officials Employment Liability, General Liability, Property & Inland Marine coverage.
Miscellaneous Services	\$	1,000	\$	1,311	131%	Bank fees & Inframark fees related to Go Daddy.com email renewals.
Annual District Filing Fee	\$	175	\$	175	100%	Annual fee paid in full.
<u>Field</u>						
Contracts-Fountain	\$	9,732	\$	6,678	69%	Two vendors are doing the monthly fountain services.
Holiday Lighting & Decorations	\$	15,000	\$	17,317	115%	Decorations are paid in full.
Landscape Services						
Contracts-Landscape Consultant	\$	5,400	\$	500	9%	Not a monthly service.
R&M-Trees and Trimming	\$	10,000	\$	7,956	80%	Tree removals have been done and bubblers have been installed.
Reserves						
Reserve	\$	92,300	\$	20,954	23%	Fence repairs, new 7.5HP fountain pump with new impeller.

#### 2017 Debt Service Fund

- Interest Expense Interest Expense on Series A -1&2 is at 50% with the next payment due in May.
- Principal Payment Principal payments Series A-1&2 will be paid in May.

# VISTA LAKES Community Development District

**Supporting Schedules** 

March 31, 2020

# 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 Date Net Amount (Penalties) Collection Amount General										D	ebt Service 2017
Received	Received		Amount		Costs		Received		Fund		Fund
Assessment	s Levied FY 20	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
01/13/20	723,471		30,143		-		753,614		451,050		302,564
02/18/20	142,996		5,958		1,975		150,930		57,301		91,653
03/16/20	60,926		2,631		1,283		64,840		40,505		26,310
03/23/20	75,889		2,640		-		78,529		50,123		28,406
TOTAL	\$ 1,696,515	\$	70,384	\$	3,258	\$	1,770,157	\$	1,045,266	\$	724,892
% COLLECT	ED						92%		88%		98%
TOTAL OUT	STANDING					\$	161,865	\$	143,629	\$	18,235

# Cash and Investment Report March 31, 2020

ACCOUNT NAME	BANK NAME	MATURITY	YIELD	<u> </u>	BALANCE
GENERAL FUND					
Checking Account - Operating	SunTrust	N/A	0.10%	\$	401,177
Certificate of Deposit - 12 Months	BankUnited	2/27/2021	1.45%	\$	105,305
Certificate of Deposit - 12 Months	BankUnited	2/27/2021	1.45%	\$	105,305
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
		Subtotal	12 Mo. CD's	\$	954,566
Money Market Account	BankUnited	N/A	1.05%	\$	1,362,956
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	0.02%	\$	28,712
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$	63,039
Series 2017 A-1 Revenue account US Bank Open-Ended Interest Bearing	US Bank	N/A	0.02%	\$	251,590
Commercial Paper Series 2017 A-2 Revenue account	OS Balik	IV/A	0.0276	φ	231,390
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$	363,609
		Subtotal Debt S	ervice Fund	\$	706,950
			Total	\$	3,425,649

#### **Vista Lakes CDD**

Bank Reconciliation

**Bank Account No.** 2505 SunTrust Bank GF Checking

 Statement No.
 03-20

 Statement Date
 3/31/2020

G/L Balance (LCY)	401,176.93	Statement Balance	401,648.47
G/L Balance	401,176.93	Outstanding Deposits	0.00
Positive Adjustments	0.00		
-		Subtotal	401,648.47
Subtotal	401,176.93	Outstanding Checks	471.54
Negative Adjustments	0.00	Differences	0.00
-			
Ending G/L Balance	401,176.93	Ending Balance	401,176.93

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
2/17/2020	Payment	008141	WILLIAM H. PASS	184.70	0.00	184.70
3/3/2020	Payment	008152	GENTRY PARK HOA	26.34	0.00	26.34
3/31/2020	Payment	DD402	Payment of Invoice 010866	260.50	0.00	260.50
Total	Outstanding	Checks		471.54		471.54

# **3D.**

#### **RESOLUTION 2020-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE ORANGE COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION

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

WHEREAS, the Board of Supervisors of the Vista Lakes Community Development District (hereinafter the "Board") seeks to implement Section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Orange County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

WHEREAS, the Supervisor has requested the District adopt a Resolution confirming the District's use of the Supervisor for the purpose of conducting the District's future supervisor elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Supervisor for the purpose of conducting the District's supervisor elections in conjunction with the General Election.

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

<u>Section 1</u>. The Board is currently made up of the following individuals: Paula Edwards, John DeCrotie, Sr., Frank Sebestyen, William Pass and Jason McCright.

#### **Section 2.** The term of office for each member of the Board is as follows:

Supervisor Edwards	Seat 1	four year - expires 11/2022
Supervisor DeCrotie, Sr.	Seat 2	four year – expires 11/2022
Supervisor Sebestyen	Seat 3	four year – expires 11/2022
Supervisor Pass	Seat 4	four year – expires 11/2020
Supervisor McCright	Seat 5	four year – expires 11/2020

<u>Section 3.</u> Seat 4 currently held by William Pass and Seat 5 currently held by Jason McCright are scheduled for the General Election in November 2020.

<u>Section 4.</u> Pursuant to Section 190.006(8), Florida Statutes, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

- <u>Section 5.</u> The term of office for the individuals to be elected to the Board in the November 2020 General Election is four years.
- <u>Section 6</u>. The new Board members shall assume office on the second Tuesday following their election.
- <u>Section 7.</u> The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

# PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF MAY 2020.

ATTEST:	VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT		
Kristen Suit	Frank Sebestyen		
Secretary	Chairman		

# **Qualifying to Run for Office**

# 2020 Qualifying Dates

Noon, June 8, 2020 - Noon, June 12, 2020

What happens when you go to the Supervisor of Elections office to qualify? You will file a loyalty oath, a financial disclosure Form 1 and either pay the \$25 qualifying fee or file a certification for 25 signatures.

### **Oualifying Fees**

\$25.00 (Unless qualifying by petition)

# **Qualifying by Petition**

In order to qualify by petition and thereby have the qualifying fee waived, a person needs to gather the signatures of 25 qualified voters residing within the Vista Lakes CDD. The Division of Elections has prescribed the format of the petition, a copy of which is attached.

The deadline to submit petitions to the Supervisor of Elections is **Noon**, **May 11**, **2020**. (Candidates must still qualify during the candidate qualifying period.) Please note that petitions may be submitted prior to the deadline.

There is a verification fee of \$.10 per signature to ensure the signers are valid residents within the CDD. Cash is accepted. The Supervisor of Elections recommends bringing your petitions in person.

If you want to campaign, you are permitted to do so as long as you do not expend any funds. If you are going to expend money for signage, business cards, etc., even if it is your own money, you must open a campaign account and will need to file the required forms. You will also need to appoint a campaign treasurer and designate a campaign depository. If campaigning, signatures may not be obtained until the candidate has filed his or her appointment of campaign treasurer and designation of campaign depository.

The District shall publish a notice of the qualifying period set by the Supervisor of Elections for each election at least two weeks prior to the start of the qualifying period.

Contact the Supervisor of Elections for more specific information on qualifying by petition.

# **Qualifying Officers**

The Qualifying Officer for Special District Offices is the Supervisor of Elections.

## **Orange County Supervisor of Elections**

William Cowles 119 West Kaley Street Orlando, Florida 32856-2001 (407) 836-2070 ocfelections.com

## **3E.**

# Bill Cowles Supervisor of Elections Active Voters by District

Date 4/15/2020 Time 08:33 AM

	Dem	Rep	NPA	Other	Total	White	Black	Hispanic	Other	Male	Female	Other
HOUSE FLORIDA 46	50,736	8,265	22,951	624	82,576	15,082	41,301	16,646	9,547	34,301	44,324	3,951
HOUSE FLORIDA 47	51,524	41,316	33,633	1,699	128,172	88,833	7,242	20,790	11,307	59,272	64,193	4,707
HOUSE FLORIDA 48	51,512	18,629	39,046	893	110,080	26,174	11,144	60,565	12,197	49,598	56,630	3,852
HOUSE FLORIDA 49	46,838	26,443	35,843	1,300	110,424	46,153	11,347	38,892	14,032	50,337	54,860	5,227
HOUSE FLORIDA 50	31,976	25,615	28,939	1,073	87,603	41,260	8,262	26,675	11,406	40,249	44,015	3,339
	- ,	- /	- )	,	,	,	-, -	- ,	,	-, -	,	- ,
SCHOOL BOARD 1	46,800	32,792	35,572	1,482	116,646	59,919	10,611	31,679	14,437	53,179	57,841	5,626
SCHOOL BOARD 2	55,388	33,239	45,952	1,428	136,007	52,608	12,644	55,235	15,520	61,582	69,545	4,880
SCHOOL BOARD 3	53,413	29,061	39,944	1,210	123,628	48,352	10,758	51,044	13,474	56,162	63,065	4,401
SCHOOL BOARD 4	48,791	43,074	41,345	1,715	134,925	79,887	12,951	21,463	20,624	61,739	67,930	5,256
SCHOOL BOARD 5	56,989	9,810	25,831	686	93,316	17,266	46,291	19,043	10,716	39,166	49,684	4,466
SCHOOL BOARD 6	57,092	29,956	30,310	1,459	118,817	64,900	26,282	15,390	12,245	52,544	61,172	5,101
SCHOOL BOARD 7	47,986	38,524	33,321	1,336	121,167	64,833	24,746	18,763	12,825	53,368	63,180	4,619
SENATE FLORIDA 11	151,909	70,769	84,021	3,073	309,772	124,425	100,370	49,098	35,879	132,857	163,476	13,439
SENATE FLORIDA 13	143,671	92,834	106,746	4,019	347,270	172,030	29,766	108,128	37,346	158,523	174,819	13,928
SENATE FLORIDA 15	70,879	52,853	61,508	2,224	187,464	91,310	14,147	55,391	26,616	86,360	94,122	6,982
BONNET CREEK RESORT	0	0	0	0	0	0	0	0	0	0	0	0
EAST PARK	645	406	536	24	1,611	616	153	625	217	718	840	53
FALCON TRACE	909	357	643	14	1,923	476	216	807	424	901	944	78
NARCOOSSEE	696	482	671	19	1,868	743	196	677	252	868	935	65
STONEYBROOK WEST	1,236	1,130	1,055	53	3,474	1,988	368	584	534	1,580	1,787	107
URBAN ORLANDO	2,159	2,225	1,774	97	6,255	4,761	181	607	706	2,856	3,187	212
VISTA LAKES	1,736	934	1,497	34	4,201	1,285	430	1,663	823	1,895	2,138	168
RANGER DRAINAGE	1,875	2,215	1,713	99	5,902	3,371	550	1,314	667	2,708	2,971	223
BOGGY CREEK	0	0	0	0	0	0	0	0	0	0	0	0
GREENEWAY	1,228	1,094	1,200	71	3,593	1,980	213	954	446	1,704	1,777	112
MYRTLE CREEK	702	690	808	35	2,235	1,152	146	553	384	1,032	1,139	64
RANDAL PARK	462	415	446	22	1,345	714	84	380	167	616	681	48
FOWLERS GROVE WG VIL	0	0	0	0	0	0	0	0	0	0	0	0
STOREY PARK	417	233	375	19	1,044	391	89	410	154	473	534	37
GROVE RESORT	0	0	0	0	0	0	0	0	0	0	0	0
DOWDEN WEST	3	3	2	0	8	3	1	4	0	3	5	0
FRERC	0	1	0	0	1	1	0	0	0	1	0	0
POITRAS EAST	0	0	0	0	0	0	0	0	0	0	0	0
UNPRECINCTABLE ABSENTEI	0	0	0	0	0	0	0	0	0	0	0	0
ORLANDO 1	15,412	9,344	13,106	506	38,368	15,499	3,770	14,339	4,760	17,313	19,784	1,271

## **Fourth Order of Business**

## 4A.

#### **SERVICES CONTRACT**

CUSTOMER NAME: Vista Lakes CDD - Ariel Medina

PROPERTY NAME: Vista Lakes CDD

CONTRACT EFFECTIVE DATE: April 1, 2020 - March 31, 2021

SUBMITTED BY: Marti Veatch

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- PAYMENT TERMS. The Annual Contract Price is \$25,140.00. SOLitude shall invoice Customer \$2095.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. Solitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on Solitude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
- Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
- Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.
- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

Virginia Beach, VA 23451

SOLITUDE LAKE MANAGEMENT, LLC.	Vista Lakes CDD
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	

#### SCHEDULE A – ANNUAL MANAGEMENT SERVICES

#### Visual Inspections:

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

#### Aquatic Weed Control:

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use

of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Includes fluoridone treatments for submersed aquatic weeds in Lake #8.

#### **Shoreline Weed Control:**

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

#### **Buffer Management:**

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

#### Water Quality Monitoring:

1. Pond water samples will be taken and tested as required for the following parameters:

Temperature Dissolved Oxygen

pH Alkalinity
Hardness Conductivity
Phosphates Total Phosphorus

Turbidity

- 2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
- 3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

#### Pond Algae Control:

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Service Reporting:

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

#### General Qualifications:

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

## **4B**

#### **SERVICES CONTRACT**

CUSTOMER NAME: Vista Lakes CDD - Ariel Medina

PROPERTY NAME: Vista Lakes CDD

CONTRACT EFFECTIVE DATE: April 1, 2020 - March 31, 2021

SUBMITTED BY: Marti Veatch

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$22,620.00. SOLitude shall invoice Customer \$1,885.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. So Litude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on So Litude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
- Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
- Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.
- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

Virginia Beach, VA 23451

SOLITUDE LAKE MANAGEMENT, LLC.	Vista Lakes CDD
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	

#### SCHEDULE A – ANNUAL MANAGEMENT SERVICES

#### <u>Visual Inspections:</u>

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

#### Aquatic Weed Control:

- 1. Pond(s) will be inspected on a two (2) times per month basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use

of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

4. Does NOT include fluoridone treatments for submersed aquatic weeds. Will require separate service order for fluoridone treatments.

#### Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a **two (2) times per month** basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.
- 4. Lake #8 Littoral Shelf maintenance: 77,800 SF, spot spraying for the control of all Category 1 nuisance & exotic species (cattail, brush, torpedo grass and primrose).
- 5. Any future plantings will be maintained at an additional cost.

#### **Buffer Management:**

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

#### Water Quality Monitoring:

1. Pond water samples will be taken and tested **as required** for the following parameters:

Temperature Dissolved Oxygen

pH Alkalinity
Hardness Conductivity
Phosphates Total Phosphorus

Turbidity

- 2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
- 3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

#### Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.

2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Service Reporting:

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

#### General Qualifications:

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

## **Fifth Order of Business**

## **VISTA LAKES**

### COMMUNITY DEVELOPMENT DISTRICT

# Annual Operating and Debt Service Budget Fiscal Year 2021

Version 1.0 - Proposed Budget Printed (04/27/20)

Prepared by:



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## **Vista Lakes**

Community Development District

Operating Budget
Fiscal Year 2021

#### Summary of Revenues, Expenditures and Changes in Fund Balances FY 2021 Proposed Budget

			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL	
	ACTUAL ACTUAL		BUDGET	THRU	APR-	PROJECTED	BUDGET	
ACCOUNT DESCRIPTION	FY 2018	FY 2019	FY 2020	MAR-2020	SEP-20	FY 2020	FY 2021	
REVENUES								
Interest - Investments	\$ 25,753	\$ 41,340	\$ 6,000	\$ 10,094	\$ 10,094	\$ 20,188	\$ 20,000	
Hurricane Irma FEMA Refund	-	6,511	-	558	-	558	-	
Interlocal Agreement	43,726	44,025	40,000	-	44,000	44,000	40,000	
Interest - Tax Collector	3,468	3,202	2,000	1,330	1,330	2,660	2,000	
Special Assmnts- Tax Collector	1,188,895	1,188,895	1,188,895	1,045,266	143,629	1,188,895	1,188,895	
Special Assmnts- Other (CVS)	4,169	958	240	479	479	958	1,000	
Special Assmnts- Discounts	(43,907)	(42,726)	(47,556)	(41,527)	(6,029)	(47,556)	(47,556)	
TOTAL REVENUES	1,222,104	1,242,205	1,189,579	1,016,200	193,503	1,209,703	1,204,339	
EXPENDITURES								
Administrative								
P/R-Board of Supervisors	4,600	4,600	5,000	1,800	3,200	5,000	5,000	
FICA Taxes	352	352	383	138	245	383	383	
ProfServ-Arbitrage Rebate	1,200	-	1,200	-	1,200	1,200	1,200	
ProfServ-Dissemination Agent	1,000	-	1,000	-	1,000	1,000	1,000	
ProfServ-Engineering	26,564	24,551	15,000	17,759	7,799	25,558	25,000	
ProfServ-Legal Services	34,762	15,908	20,000	10,129	15,206	25,335	20,000	
ProfServ-Mgmt Consulting Serv	53,998	55,618	57,287	28,644	28,643	57,287	60,000	
ProfServ-Property Appraiser	2,196	2,196	2,196	2,196	-	2,196	2,196	
ProfServ-Special Assessment	5,330	5,810	5,330	5,392	-	5,392	5,330	
ProfServ-Trustee Fees	633	7,596	8,500	6,963	-	6,963	7,000	
Auditing Services	5,500	5,700	5,500	5,700	-	5,700	5,900	
Postage and Freight	995	1,123	800	274	274	548	800	
Insurance - General Liability	5,195	11,134	12,250	7,969	-	7,969	12,618	
Website ADA Compliance	-	-	3,765	1,814	1,951	3,765	3,765	
Printing and Binding	3,330	3,157	2,500	1,356	1,356	2,712	2,500	
Legal Advertising	2,463	969	1,428	396	396	792	600	
Miscellaneous Services	3,908	1,726	1,000	1,311	1,311	2,622	2,100	
Misc-Assessmnt Collection Cost	1,611	4,251	2,000	1,975	-	1,975	2,000	
Office Supplies	187	154	550	176	176	352	250	
Annual District Filing Fee	175	175	175	175	-	175	175	
Total Administrative	153,999	145,020	145,864	94,167	62,757	156,924	157,816	
Field								
ProfServ-Field Management	68,526	67,030	82,156	41,078	41,078	82,156	85,000	
Contracts-Lake and Wetland	19,992	24,300	21,000	10,606	10,394	21,000	21,636	
Contracts-Fountain	-	-	9,732	6,678	6,678	13,356	13,356	
Contracts-On-Site Maintenance	500	3,575	-	-	-	-	-	
Communication - Teleph - Field	7,238	7,599	6,540	4,712	4,712	9,424	7,600	
Electricity - Streetlighting	69,275	63,307	72,000	30,889	30,889	61,778	63,000	
Utility - Water & Sewer	55,698	71,460	70,000	34,198	34,198	68,396	69,000	
Streetlights Gated	62,248	67,308	70,000	34,593	34,593	69,186	70,000	
Streetlights Non-Gated	104,459	114,387	115,000	55,926	55,926	111,852	112,000	
R&M-Common Area	32,361	18,083	10,000	5,053	20,169	25,222	10,000	
R&M-Fountain	27,963	27,504	25,000	318	27,416	27,734	8,400	
R&M-Gate	1,364	183		-	-	-	-	
Misc-Contingency	7,527	22,683	12,507	3,253	3,253	6,506	8,000	
Holiday Lighting & Decorations	5,216		15,000	17,317		17,317	17,500	
Total Field	462,367	487,419	508,935	244,621	269,306	513,927	485,492	

#### Summary of Revenues, Expenditures and Changes in Fund Balances

FY 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED APR- SEP-20	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
ACCOUNT DESCRIPTION	1 1 2010	1 1 2013	1 1 2020	WAN-2020	3L1 -20	1 1 2020	1 1 2021
Landscape Services							
Contracts-Chemicals	65,038	-	-	-	-	-	-
Contracts-Landscape	252,509	357,400	349,480	174,740	174,740	349,480	354,723
Contracts-Landscape Consultant	-	1,500	5,400	500	4,900	5,400	2,000
Contracts-Annuals	-	-	23,457	7,335	16,122	23,457	23,809
Contracts-Mulch	-	-	30,000	-	30,000	30,000	30,000
Lease - Building	7,380	7,440	7,440	3,720	3,720	7,440	7,440
R&M-Irrigation	20,945	32,965	30,000	20,691	6,264	26,955	28,000
R&M-Mulch	15,876	28,800	-	-	-	-	-
R&M-Trees and Trimming	10,351	2,958	10,000	7,956	2,044	10,000	9,600
R&M-Plant&Tree Replacement	20,757	138,276	40,000	22,672	17,328	40,000	25,000
Total Landscape Services	392,856	569,339	495,777	237,614	255,118	492,732	480,572
Reserves							
Reserve	24,658	4,150	92,300	20,954	71,346	92,300	119,000
Total Reserves	24,658	4,150	92,300	20,954	71,346	92,300	119,000
TOTAL EXPENDITURES & RESERVES	1,033,880	1,205,928	1,242,876	597,356	658,526	1,255,882	1,242,880
Excess (deficiency) of revenues							
Over (under) expenditures	188,224	36,277	(53,297)	418,844	(465,023)	(46,179)	(38,541)
OTHER FINANCING SOURCES (USES)							
Operating Transfers-Out	652	_	_	_	_	_	_
Contribution to (Use of) Fund Balance	_	_	-	-	-	-	_
TOTAL OTHER SOURCES (USES)	652	-	-	-	-	-	-
,	400.070	20.077	(52.227)	440.044	(405,000)	(40.470)	(20.544)
Net change in fund balance	188,876	36,277	(53,297)	418,844	(465,023)	(46,179)	(38,541)
FUND BALANCE, BEGINNING	1,887,699	2,076,575	2,112,852	2,112,852	-	2,112,852	2,066,673
FUND BALANCE, ENDING	\$ 2,076,575	\$ 2,112,852	\$ 2,059,555	\$ 2,531,696	\$ (465,023)	\$ 2,066,673	\$ 2,028,132

Fiscal Year 2021

#### **REVENUES**

#### Interest Income (Investments)

The District earns interest on each of their operating and investment accounts.

#### Interlocal Agreement/Streetlighting Reimbursement

Reimbursement for the non-gated Streetlighting accounts per agreement with the City of Orlando (Duke Energy.)

#### Special Assessment – Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

#### Special Assessment - Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for early payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **EXPENDITURES**

#### **ADMINISTRATIVE**

#### P/R-Board of Supervisors

Chapter 190, Florida Statutes, allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending all the meetings.

#### **FICA Taxes**

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

#### **Professional Services – Arbitrage Rebate Calculation**

The District contracted with Amtec to annually calculate the District's arbitrage rebate liability on its bonds. The budgeted amount for the fiscal year is based in the negotiated contract.

#### **Professional Services – Dissemination Agent**

The bond indenture requests a special annual report on the District's development activity. The District has contracted with Disclosure Services, LLC. to provide these reports. The amount is based upon the contract amount.

Fiscal Year 2021

#### **EXPENDITURES- Administrative (Continued)**

#### **Professional Services-Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for board meetings, review of invoices, and other specifically requested assignments.

#### **Professional Services-Legal Services**

The District's legal counsel will provide general legal services to the District, i.e. attendance and preparation for meetings, review of operating and maintenance contracts, and other specifically requested assignments.

#### **Professional Services- Management Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

#### <u>Professional Services- Property Appraiser</u>

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The budget for property appraiser costs is based on a flat fee.

#### **Professional Services- Special Assessment**

These fees are for preparation of the annual assessment roll that is certified to the tax collector.

#### **Professional Services- Trustee**

The District pays US Bank an annual fee for trustee services on the Series 2017 Special Assessment Bond. The budgeted amount for the fiscal year is based on prior year spending.

#### **Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on prior year spending plus contingency.

#### Postage & Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

#### Insurance – General Liability

The District's General Liability & Public Officials Liability Insurance policy is with **Public Risk Insurance Agency**, which specializes in providing insurance coverage to governmental agencies. The budgeted amount for the fiscal year is based on prior year premiums plus 10% in order to be conservative.

Fiscal Year 2021

#### **EXPENDITURES- Administrative (Continued)**

#### **Printing & Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

#### Legal Advertising

The District is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

#### **Miscellaneous Services**

Monthly bank charges.

#### Misc. - Assessment Collection Costs

The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection <u>or</u> 2% on the amount of special assessments collected and remitted, whichever is greater. The Tax Collector charges the District based on the number of units placed on the roll. To be conservative, the budget for collection costs is based on a maximum of 2% of the anticipated assessment collections, which is the maximum percentage allowed by law.

#### Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

#### **Annual District filling fee**

The District is required to pay an annual fee of \$175 to the Department of Community Affairs.

#### **FIELD**

#### **ProfServ-Field Management**

The District has a contract with Inframark - Infrastructure Management Services for services in the administration and operation of the Property and its contractors.

#### Contracts- Lake and Wetland

The District has a contract with Aquatic Systems, Inc for lake and wetland maintenance.

#### **Contracts On-Site Maintenance**

The District pays 100% of the payroll for employees utilized in the field for operations and maintenance of District assets.

#### Communication-Telephone-Field

Includes monthly service fee for local services for the gate entry systems.

Fiscal Year 2021

#### FIELD (Continued)

#### **Electricity- Streetlighting**

Electrical usage for the District facilities and assets.

#### **Utility Water & Sewer**

This represents the estimated cost for water, sewer and irrigation services. The budget amount is based on historical usage.

#### Streetlights- Gated

Electrical usage for the light poles and fixtures for all the private or gated communities within the District.

#### Streetlights- Non- Gated

Electrical usage for the light poles and fixtures in the public roads. These also represent the poles for which we will be reimbursed from the City of Orlando.

#### **R&M Common Area**

The cost of any maintenance expenses that are incurred during the year such as painting, pressure washing, repairs, etc.

#### **R&M Gate Repair**

Repairs and maintenance to the gate entry.

#### R&M Fountain

Repair and maintenance to the District's Fountain(s)

#### **Misc-Contingency**

Represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

#### **Holiday Lighting & Decoration**

Represents the seasonal holiday decorations throughout the District.

#### **LANDSCAPE**

#### **Contracts-Landscape**

The District has a contract with Servello & Sons Inc. to provide services for: mowing, edging, fertilization, pest control and maintenance of sods and plant beds.

#### R&M-Irrigation

Repairs and maintenance to irrigation system.

Fiscal Year 2021

#### LANDSCAPE (Continued)

#### **Building Lease**

To pay the lease on a storage building used by the district for the field staff and irrigation equipment.

#### R&M- Mulch

Pine bark and pine straw for landscape and berms.

#### **R&M-Trees Trimming**

Preventative maintenance and tree trimming services.

#### **R&M- Plant & Tree Replacement**

Annuals, plants and shrubs provided at community sign walls and median throughout Vista Lakes.

#### **RESERVE**

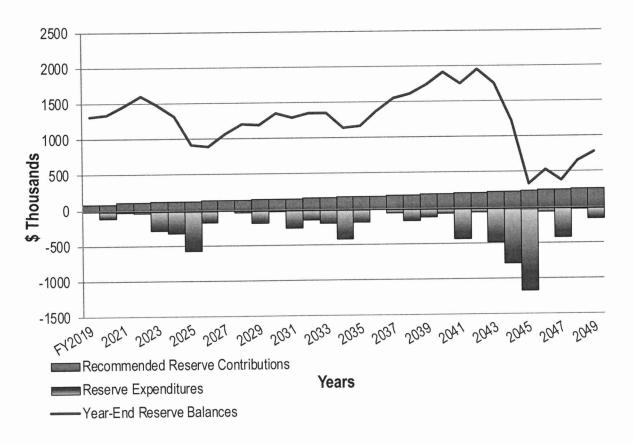
#### Reserve

For this fiscal year, the District will reserve \$119,000 for future capital projects. These capital expenditures are based on a reserve study performed by Reserve Advisors, Inc, dated 8/26/2019.



**Vista Lakes**Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2020	92,300	1,332,819	2030	155,300	1,356,238	2040	208,700	1,913,545
2021	119,000	1,469,468	2031	160,000	1,294,127	2041	215,000	1,743,754
2022	122,600	1,598,430	2032	164,800	1,346,013	2042	221,500	1,954,176
2023	126,300	1,479,850	2033	169,700	1,347,233	2043	228,100	1,746,409
2024	130,100	1,319,696	2034	174,800	1,138,121	2044	234,900	1,232,532
2025	134,000	910,964	2035	180,000	1,168,254	2045	241,900	332,007
2026		896,160	2036	185,400	1,381,395	2046	249,200	535,727
2027	142,100	1,059,539	2037	191,000	1,547,258	2047	256,700	381,543
2028		1,198,243	2038	196,700	1,609,176	2048	264,400	648,668
2029		1,190,641	2039	202,600	1,734,552	2049	272,300	777,543



#### Exhibit "A"

#### Allocation of Fund Balances

#### **AVAILABLE FUNDS**

	<u>Amount</u>
Anticipatyed beginning Fund Balance - Fiscal Year 2021	\$ 2,066,673
Net Change in Fund Balance - Fiscal Year 2021	(38,541)
Reserves - Fiscal Year 2021	119,000
Total Funds Available (Estimated) - 09/30/2020	2,147,132

#### **ALLOCATION OF AVAILABLE FUNDS**

#### Assigned Fund Balance

Total Allocation of Available Funds		1,713,438
	Subtotal	1,713,438
FY 2021 Reserves		119,000
Less: 2020 Expenses	(20,954)	71,346
FY 2020 Reserves	92,300	
Reserves-Reserve Study		1,247
Reserves - Ponds / Lakes		219,561
Res-Pav/Concrete/Basin/Curb		484,487
Reserves - Other		112,545
Reserves- Gates/Entry Features		41,859
Reserves- Irrigation System		117,483
Reserves - Fences / Walls		264,940
Operating Reserve - First Quarter Operating Ca	pital	280,970
Accigned I and Balance		

Total Unassigned (undesignated) Cash	\$ 433,694

#### **Notes**

(1) Represents approximately 3 months of operating expenditures

## **Vista Lakes**

Community Development District

**Debt Service Budgets** 

Fiscal Year 2021

#### Summary of Revenues, Expenditures and Changes in Fund Balances

FY 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED  APR- SEP-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
	-				-		
REVENUES							
Interest - Investments	\$ 667	\$ 1,342	\$ 500	\$ 1,789	\$ 505	\$ 2,294	\$ 2,000
Interest - Tax Collector	160	1,847	200	1,832	1,832	3,664	1,250
Special Assmnts- Tax Collector	743,128	743,128	743,127	724,892	18,235	743,127	743,127
Special Assmnts- Discounts	(28,008)	(27,409)	(29,725)	(28,857)	(868)	(29,725)	(29,725)
TOTAL REVENUES	715,947	718,908	714,102	699,656	19,704	719,360	716,652
EXPENDITURES							
Administrative							
Misc-Assessmnt Collection Cost	987	1,290	14,862	1,283	-	1,283	14,863
Total Administrative	987	1,290	14,862	1,283	-	1,283	14,863
Debt Service							
Principal Debt Retirement A-1	181,000	186,000	192,000	-	192,000	192,000	198,000
Principal Debt Retirement A-2	247,000	254,000	263,000	-	263,000	263,000	271,000
Interest Expense Series A-1	75,133	99,634	93,868	46,934	46,934	93,868	87,916
Interest Expense Series A-2	122,714	164,115	156,114	78,057	78,057	156,114	147,830
Total Debt Service	625,847	703,749	704,982	124,991	579,991	704,982	704,746
TOTAL EXPENDITURES	626,834	705,039	719,844	126,274	579,991	706,265	719,609
Excess (deficiency) of revenues							
Over (under) expenditures	89,113	13,869	(5,742)	573,382	(560,288)	13,095	(2,957)
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In	(652)	-	-	-	-	-	-
Proceeds of Refunding Bonds	-	-	-	-	-	-	(2,957)
TOTAL OTHER SOURCES (USES)	(652)	-	-	-	-	-	(2,957)
Net change in fund balance	88,461	13,869	(5,742)	573,382	(560,288)	13,095	(2,957)
FUND BALANCE, BEGINNING	172,341	260,802	274,671	274,671	-	274,671	287,766
FUND BALANCE, ENDING	\$ 260,802	\$ 274,671	\$ 268,929	\$ 848,053	\$ (560,288)	\$ 287,766	\$ 284,809

### **AMORTIZATION SCHEDULE**

#### SPECIAL ASSESSMENT BONDS

Payment Date	Outstanding Balance	Rate	Principal	Interest	Total Debt Payment	Total Production
					. u.j	
1-Nov-20	2,836,000			43,958	43,958	
1-May-21	2,836,000	3.100%	198,000	43,958	241,958	198,000
1-Nov-21	2,638,000			40,889	40,889	
1-May-22	2,638,000	3.100%	204,000	40,889	244,889	204,000
1-Nov-22	2,434,000			37,727	37,727	
1-May-23	2,434,000	3.100%	211,000	37,727	248,727	211,000
1-Nov-23	2,223,000			34,457	34,457	
1-May-24	2,223,000	3.100%	218,000	34,457	252,457	218,000
1-Nov-24	2,005,000			31,078	31,078	
1-May-25	2,005,000	3.100%	224,000	31,078	255,078	224,000
1-Nov-25	1,781,000			27,606	27,606	
1-May-26	1,781,000	3.100%	231,000	27,606	258,606	231,000
1-Nov-26	1,550,000			24,025	24,025	
1-May-27	1,550,000	3.100%	239,000	24,025	263,025	239,000
1-Nov-27	1,311,000			20,321	20,321	
1-May-28	1,311,000	3.100%	246,000	20,321	266,321	246,000
1-Nov-28	1,065,000			16,508	16,508	
1-May-29	1,065,000	3.100%	254,000	16,508	270,508	254,000
1-Nov-29	811,000			12,571	12,571	
1-May-30	811,000	3.100%	262,000	12,571	274,571	262,000
1-Nov-30	549,000			8,510	8,510	
1-May-31	549,000	3.100%	270,000	8,510	278,510	270,000
1-Nov-31	279,000			4,325	4,325	
1-May-32	279,000	3.100%	279,000	4,325	283,325	279,000
Totals	_	_	\$2,836,000	\$ 603,942	\$ 3,439,942	\$2,836,000

### **AMORTIZATION SCHEDULE**

#### SPECIAL ASSESSMENT BONDS

Payment Date	Outstanding Balance	Rate	Principal	Interest	Total Debt Payment	Total Production
1-Nov-20	4,693,000			73,915	73,915	
1-May-21	4,693,000	3.150%	271,000	73,915	344,915	271,000
1-Nov-21	4,422,000			69,647	69,647	
1-May-22	4,422,000	3.150%	280,000	69,647	349,647	280,000
1-Nov-22	4,142,000			65,237	65,237	
1-May-23	4,142,000	3.150%	289,000	65,237	354,237	289,000
1-Nov-23	3,853,000			60,685	60,685	
1-May-24	3,853,000	3.150%	298,000	60,685	358,685	298,000
1-Nov-24	3,555,000			55,991	55,991	
1-May-25	3,555,000	3.150%	307,000	55,991	362,991	307,000
1-Nov-25	3,248,000			51,156	51,156	
1-May-26	3,248,000	3.150%	317,000	51,156	368,156	317,000
1-Nov-26	2,931,000			46,163	46,163	
1-May-27	2,931,000	3.150%	327,000	46,163	373,163	327,000
1-Nov-27	2,604,000			41,013	41,013	
1-May-28	2,604,000	3.150%	338,000	41,013	379,013	338,000
1-Nov-28	2,266,000			35,690	35,690	
1-May-29	2,266,000	3.150%	349,000	35,690	384,690	349,000
1-Nov-29	1,917,000			30,193	30,193	
1-May-30	1,917,000	3.150%	360,000	30,193	390,193	360,000
1-Nov-30	1,557,000			24,523	24,523	
1-May-31	1,557,000	3.150%	371,000	24,523	395,523	371,000
1-Nov-31	1,186,000			18,680	18,680	
1-May-32	1,186,000	3.150%	383,000	18,680	401,680	383,000
1-Nov-32	803,000			12,647	12,647	
1-May-33	803,000	3.150%	395,000	12,647	407,647	395,000
1-Nov-33	408,000		,	06,426	06,426	,
1-May-34	408,000	3.150%	408,000	06,426	414,426	408,000
Totals			\$4,693,000	\$1,183,928	\$5,876,928	\$4,693,000

Fiscal Year 2021

#### **REVENUES**

#### **Interest - Investments**

The District earns interest income on their trust accounts with US Bank.

#### Special Assessment – Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures. The District will assess the maximum annual debt service amount.

#### Special Assessment - Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for early payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **EXPENDITURES**

#### **ADMINISTRATIVE**

#### Misc. - Assessment Collection Costs

The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection <u>or</u> 2% on the amount of special assessments collected and remitted, whichever is greater. The Tax Collector charges the District based on the number of units placed on the roll. To be conservative, the budget for collection costs is based on a maximum of 2% of the anticipated assessment collections, which is the maximum percentage allowed by law.

#### **DEBT SERVICE**

#### **Principal Debt Retirement**

The District pays regular principal payments annually in order to pay down/retire the debt.

#### Interest Expense

The District pays interest expense on the outstanding debt twice a year.

### **Vista Lakes**

Community Development District

# Supporting Budget Schedules Fiscal Year 2021

### 2020-2021 Non-Ad Valorem Assessment Summary

#### 2017 Series A-1 Bond Issue

			Total			A	sse	ssments				
Village	Unit Type	Subdivision Name	# of Units	C	) & M	 t Service 7 Series	F	Y 2021 Total	F	Y 2020 Total	Diffe	erence
N-1	60' Villa	Pembroke	127	\$	588	\$ 389	\$	977	\$	977	\$	-
N-2	50' Patio	Amhurst	106	\$	490	\$ 318	\$	808	\$	808	\$	-
N-4,5	50' Patio	Champain	148	\$	490	\$ 318	\$	808	\$	808	\$	-
N-7	80' Pool	Melrose	81	\$	784	\$ 495	\$	1,279	\$	1,279	\$	-
N-10	Condo	Central Park	296	\$	367	\$ 64	\$	431	\$	431	\$	-
N-13	60' Villa	Waverly	119	\$	588	\$ 425	\$	1,012	\$	1,012	\$	-
N-15	70' Pool	Carlisle	125	\$	686	\$ 495	\$	1,181	\$	1,181	\$	-
		Total	1,002									

#### 2017 Series A-2 Bond Issue

			Total		A	sse	ssments				
Parcel	Unit Type	Subdivision Name	# of Units	O & M	 t Service 7 Series	F	Y 2021 Total	F	Y 2020 Total	Diffe	rence
N-3	60' Villa-ungated	Colonie	79	\$ 588	\$ 452	\$	1,040	\$	1,040	\$	-
N-6	50' Patio-ungated	Champlain	63	\$ 490	\$ 377	\$	867	\$	867	\$	-
N-8	50' Patio-ungated	Newport	243	\$ 490	\$ 377	\$	867	\$	867	\$	-
N-9	50' Patio-ungated	Newport	57	\$ 490	\$ 377	\$	867	\$	867	\$	-
N-11	60' Villa-ungated	Avon	128	\$ 588	\$ 452	\$	1,040	\$	1,040	\$	-
N-14	80' Manor-gated	Warwick	54	\$ 784	\$ 603	\$	1,387	\$	1,387	\$	-
N-14	70' Manor-gated	Warwick	55	\$ 686	\$ 528	\$	1,213	\$	1,213	\$	-
N-16,17	70' Manor-gated	Windsor	146	\$ 686	\$ 528	\$	1,213	\$	1,213	\$	-
	Church	Warwick	6	\$ 686	\$ 528	\$	1,213	\$	1,213	\$	-
	Townhomes	Gentry Park	116	\$ 367	\$ 188	\$	556	\$	556	\$	-
	Condo	Horizons	240	\$ 367	\$ 75	\$	443	\$	443	\$	-
		Total	1,187								

			Total		Assessments								
	Unit	Subdivision	# of	0	& M	Debt	t Service	F	Y 2021	F	Y 2020	Differer	nce
Parcel	Type	Name	Units			201	7 Series		Total		Total		
	Commercial		161,000	\$	47,321	\$	30,332	\$	77,653	\$	77,653	\$	,
		Total	161,000										

## **5A**

#### **RESOLUTION 2020-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING THE BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed Operating and/or Debt Service Budget for Fiscal Year 2020/2021; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said proposed Budget and desires to set the required Public Hearing thereon;

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

- 1. The Operating Budget proposed by the District Manager for Fiscal Year 2020/2021 is hereby Approved as the basis for conducting a Public Hearing to adopt said Budget.
- 2. A Public Hearing on said approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, August 6, 2020

Hour: 10:00 a.m.

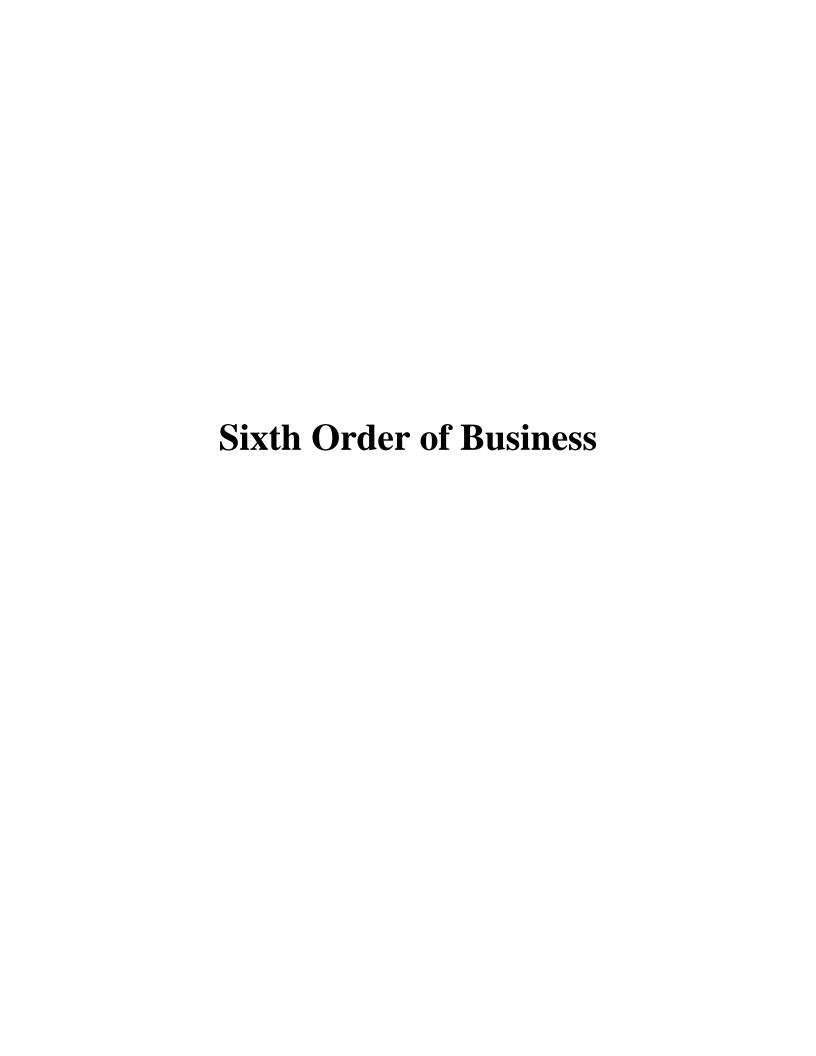
Location: Vista Lakes Clubhouse

8841 Lee Vista Boulevard Orlando, Florida 32829

- 3. Notice of this Public Hearing shall be published in the manner prescribed by Florida Law.
- 4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post this Proposed Budget on the District's website at least two days before the Budget Hearing date, as set forth in Section 2.

Adopted this 14<sup>th</sup> day of May, 2020.

Frank Sebestyen		
Chairman		
Kristen Suit		



# 6C.ii.





#### **AUTHORIZATION TO PROCEED FOR THE 2020 HURRICANE SEASON**

The 2020 Hurricane Season is upon us. In preparation for this season, we are sending all our valued *Servello Landscape Solutions* customers the Authorization to Proceed Form.

\*Prices advertised are only for those who submit their Authorization to Proceed For the 2020 Hurricane Season. BONUS: Properties with submitted Authorizations will also benefit from Priority Attention in the order the Authorization Forms are received. If we do not have authorization, we cannot respond until we receive it.

Thank you very much for your cooperation.

#### AUTHORIZATION TO PROCEED FOR THE 2020 HURRICANE SEASON FORM

The undersigned,	(please print name and last name),
as an authorized agent for	(Property Name)
Hereby authorizes work to proceed based on \$55	5.00* per man hour and \$35.00* per hour for basic
equipment costs. The use of the bucket will be \$	75.00* per hour and $$65.00*$ per hour for the large loader.
Dump fees will be assessed. All invoicing will b	e directly billed to the property and late fees will be
applicable should payment exceed thirty (30) day	/S.
The undersigned further releases Servello Landsca.	pe Solutions from subsequent damage in attempts to remove
tree debris from vehicles, buildings, etc. resulting fro	•
tree debtis from vehicles, buildings, etc. resulting from	on numerics.
	_
Signature	
	_
Date	