

**Vista Lakes
Community Development District**

April 1, 2021

Agenda Package

Inframark, Infrastructure Management Services

210 North University Drive • Suite 702 • Coral Springs, Florida 33071

Telephone: (954) 603-0033 • Fax: (954) 345-1292

March 25, 2021

Dear Board Members:

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District will be held **Thursday, April 1, 2021 at 10:00 a.m.**, at the Vista Lakes Clubhouse, located at 8841 Lee Vista Boulevard, Orlando, Florida 32829. Resident and Audience Call in number is **646-838-1601** with Access Code **972406386**. Following is the advance agenda for the meeting.

- 1. Roll Call**
- 2. Public Comments**
- 3. Business Items**
 - A.** Ratification of Chair Authorized Expenses Between Meetings
 - i.** Ratification of Servello Proposal #5243 Crepe Myrtle Cut Back
 - B.** Acceptance of the FY 2020 Audit
- 4. Business Administration Items**
 - A.** Consideration of the Minutes of the February 11, 2021 Board of Supervisors Meeting
 - B.** Consideration of January and February 2021 Check Register and Invoices
 - C.** Consideration of February 2021 Financial Statements
- 5. Staff Reports**
 - A.** District Engineer
 - i.** Update on the Amhurst Subdivision Storm Pipe Repairs
 - ii.** Update on the Entrance Monument Sign at Chickasaw Trail at the north end of Vista Lakes
 - iii.** Update on the Request to Secure City Approval to Install the Security Fence between Champlain and Stonebridge
 - iv.** Update on the Privacy Wall between Pembroke Subdivision and Vista Promenade
 - v.** 5619 Florence Harbor Drive (Newport) Fill-Slope Erosion
 - vi.** Status on the Removal of Wood Fence and Replacement with Foam Core Stucco Wall at Windsor Subdivision and Narcoossee Road Off-Site Properties
 - vii.** Discussion of Gentry Park Sidewalk Maintenance
 - viii.** Update on the Vista Lake Outfall System Modification
 - ix.** Amendment #1 for Pegasus Engineering
 - B.** District Counsel
 - C.** District Manager
 - D.** Field Manager
 - i.** Field Management Report
 - a.** Consideration of Aeration and Fountain Maintenance Renewal Contract
 - b.** Aerator and Fountain for Pond 8 and Install of Electric
 - c.** Solitude Assess Pond 13 Aerator Equipment
 - d.** Irrigation at Florence Harbor Park
 - e.** Solitude Evaluation of Ponds Having Diffusers
 - f.** Utility Company Request of Lighting Added to the Back Side of Pond 8 and Extra Heavy-Duty Lighting to be Added to Champlain and Stonebridge
 - g.** Consideration of Servello Proposal #5273 for New Valve Boxes
 - h.** Consideration of Servello Landscape Bedding Proposals - #5279, #5280, #5281, #5283, #5285, #5286, #5287, #5288, and #5289
 - i.** Discussion of Landscape RFPs
 - j.** Discussion of Gentry Park Sidewalk Maintenance

Vista Lakes Community Development District

March 25, 2021

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ii. Solitude Aquatic Report

iii. HOA Liaison Report

6. Supervisor Requests

7. Adjournment

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

Sincerely,

Kristen Suit

Kristen Suit

District Manager

District Office:

Inframark

210 North University Drive, Suite 702

Coral Springs, FL 33071

954-603-0033

www.VistaLakescdd.org

Meeting Location:

Vista Lakes Clubhouse

8841 Lee Vista Boulevard

Orlando, Florida 32829

407-207-7003

Third Order of Business

3A.



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

Proposal

Date	Proposal #
03/11/2021	5243

Submitted To

Vista Lakes CDD
Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Arbor Services

Median in front of Horizons: Structural cut backs to 15 ft of existing Crepe Myrtle tree. All debris and spanish moss will be removed and disposed of.

Description	Quantity	Unit	Price
Crepe Myrtle tree cut backs	6.00	Ea	2,200.00
Subtotal Arbor Services			2,200.00

Project Total **\$2,200.00**

3/16/2021

OK to pay

John Sebastian

Chairman Vista Lakes CDD

3B.

**VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Vista Lakes Community Development District Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 12, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Vista Lakes Community Development District, Orange County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$8,040,850.
- The change in the District's total net position in comparison with the prior fiscal year was (\$79,724), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$2,430,466, an increase of \$42,941 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and deposits, restricted for debt service and assigned to operating reserves, future repairs and replacements, and subsequent year's expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

NET POSITION SEPTEMBER 30,		
	2020	2019
Current and other assets	\$ 2,519,337	\$ 2,433,117
Capital assets, net of depreciation	12,648,201	13,189,696
Total assets	15,167,538	15,622,813
Deferred outflows of resources	589,411	631,512
Current liabilities	187,099	149,751
Long-term liabilities	7,529,000	7,984,000
Total liabilities	7,716,099	8,133,751
Net position		
Net investment in capital assets	5,708,612	5,837,208
Restricted	189,875	170,512
Unrestricted	2,142,363	2,112,854
Total net position	\$ 8,040,850	\$ 8,120,574

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

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

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

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2020	2019
Revenues:		
Program revenues:		
Charges for services	\$ 1,862,723	\$ 1,862,846
Operating grants and contributions	48,678	53,724
General revenues:		
Unrestricted investment earnings	28,873	44,542
Miscellaneous	528	-
Total revenues	1,940,802	1,961,112
Expenses:		
General government	185,739	146,310
Maintenance and operations	1,548,635	1,624,524
Interest	286,152	300,113
Total expenses	2,020,526	2,070,947
Change in net position	(79,724)	(109,835)
Net position - beginning	8,120,574	8,230,409
Net position - ending	\$ 8,040,850	\$ 8,120,574

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$2,020,526. The majority of the District's costs were paid by program revenues. Program revenues were comprised primarily of assessments for both current and prior fiscal years. The District also received funds from the City of Orlando per the interlocal agreement which is included in program revenues. The remainder of the current fiscal year revenue includes interest and miscellaneous revenue. The decrease in current fiscal year expenses is primarily the result of a decrease in tree placement and mulch costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATIONCapital Assets

At September 30, 2020, the District had \$20,905,476 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$8,257,275 has been taken, which resulted in a net book value of \$12,648,201. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020, the District had \$7,529,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

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

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash	\$ 1,773,465
Investments	423,324
Assessments receivable	12,571
Interest receivable	5,018
Prepaid and deposits	24,641
Restricted assets:	
Investments	280,318
Capital assets	
Nondepreciable	8,162,146
Depreciable, net	4,486,055
Total assets	<u>15,167,538</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	589,411
Total deferred outflows of resources	<u>589,411</u>
 LIABILITIES	
Accounts payable and accrued expenses	88,871
Accrued interest payable	98,228
Non-current liabilities:	
Due within one year	469,000
Due in more than one year	7,060,000
Total liabilities	<u>7,716,099</u>
 NET POSITION	
Net investment in capital assets	5,708,612
Restricted for debt service	189,875
Unrestricted	2,142,363
Total net position	<u>\$ 8,040,850</u>

See notes to the financial statements

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	
Due from other funds				
Governmental activities:				
General government	\$ 185,739	\$ 185,739	\$ -	\$ -
Maintenance and operations	1,548,635	961,326	44,640	(542,669)
Interest on long-term debt	286,152	715,658	4,038	433,544
Total governmental activities	2,020,526	1,862,723	48,678	(109,125)
General revenues:				
Unrestricted investment earnings				28,873
Miscellaneous revenues				528
Total general revenues				29,401
Change in net position				(79,724)
Net position - beginning				8,120,574
Net position - ending				\$ 8,040,850

See notes to the financial statements

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds		Total
	General	Debt Service	Governmental Funds
ASSETS			
Cash	\$ 1,773,465	\$ -	\$ 1,773,465
Investments	423,324	280,318	703,642
Assessments receivable	8,048	4,523	12,571
Due from other funds	-	3,262	3,262
Interest receivable	5,018	-	5,018
Prepays and deposits	24,641	-	24,641
Total assets	<u>\$ 2,234,496</u>	<u>\$ 288,103</u>	<u>\$ 2,522,599</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	\$ 88,871	\$ -	\$ 88,871
Due to other funds	3,262	-	3,262
Total liabilities	<u>92,133</u>	<u>-</u>	<u>92,133</u>
Fund balances:			
Nonspendable:			
Prepays and deposits	24,641	-	24,641
Restricted for:			
Debt service	-	288,103	288,103
Assigned to:			
Operating reserves	287,644	-	287,644
Future repairs and replacement	1,276,241	-	1,276,241
Subsequent year's expenditures	74,045	-	74,045
Unassigned	479,792	-	479,792
Total fund balances:	<u>2,142,363</u>	<u>288,103</u>	<u>2,430,466</u>
Total liabilities and fund balances	<u>\$ 2,234,496</u>	<u>\$ 288,103</u>	<u>\$ 2,522,599</u>

See notes to the financial statements

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Total fund balances - governmental funds \$ 2,430,466

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

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

Cost of capital assets	20,905,476	
Accumulated depreciation	<u>(8,257,275)</u>	12,648,201

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(98,228)	
Deferred amount on refunding	589,411	
Bonds payable	<u>(7,529,000)</u>	(7,037,817)
Net position of governmental activities		<u><u>\$ 8,040,850</u></u>

See notes to the financial statements

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Funds		Total
	General	Debt Service	Governmental Funds
REVENUES			
Assessments	\$ 1,147,065	\$ 715,658	\$ 1,862,723
Interest income	28,873	4,038	32,911
Intergovernmental revenues	44,082	-	44,082
Miscellaneous revenues	528	-	528
Grants and donations	558	-	558
Total revenues	<u>1,221,106</u>	<u>719,696</u>	<u>1,940,802</u>
EXPENDITURES			
Current:			
General government	184,457	1,282	185,739
Maintenance and operations	984,833	-	984,833
Debt service:			
Principal	-	455,000	455,000
Interest	-	249,982	249,982
Capital outlay	22,307	-	22,307
Total expenditures	<u>1,191,597</u>	<u>706,264</u>	<u>1,897,861</u>
Excess (deficiency) of revenues over (under) expenditures	29,509	13,432	42,941
Fund balances - beginning	<u>2,112,854</u>	<u>274,671</u>	<u>2,387,525</u>
Fund balances - ending	<u>\$ 2,142,363</u>	<u>\$ 288,103</u>	<u>\$ 2,430,466</u>

See notes to the financial statements

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ 42,941
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	22,307
Depreciation on capital assets is not recognized in the governmental fund financial statements, however, these amounts are recognized as expenses in the government-wide statement of activities.	(563,802)
Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	455,000
Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are capitalized and amortized over the estimated life of the Bonds in the government-wide financial statements.	
Amortization of deferred amount on refunding	(42,101)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	5,931
Change in net position of governmental activities	<u>\$ (79,724)</u>

See notes to the financial statements

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

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

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

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

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

The Board has the responsibility for:

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

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

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

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

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

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Assets, Liabilities and Net Position or Equity (Continued)****Deposits and Investments**

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

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

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

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

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

Inventories and Prepaid Items

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

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

Capital Assets

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

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

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

Unearned Revenue

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

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Assets, Liabilities and Net Position or Equity (Continued)****Fund Equity/Net Position (Continued)**

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

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

Other Disclosures**Use of Estimates**

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

NOTE 3 - BUDGETARY INFORMATION

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

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

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

NOTE 4 - DEPOSITS AND INVESTMENTS**Deposits**

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

NOTE 4 - DEPOSITS AND INVESTMENTS (Continued)**Investments**

The District's investments were held as follows at September 30, 2020:

	Amortized cost	Credit Risk	Maturities
US Bank N/A. Open Commercial Paper	\$ 280,318	A-1+	Open-Ended
Bank United Certificate of Deposits	423,324	Not applicable	11/01/2020 & 2/27/2021
	<u>\$ 703,642</u>		

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

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

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

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

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

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

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

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

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

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land improvements	\$ 8,162,146	\$ -	\$ -	\$ 8,162,146
Total capital assets, not being depreciated	8,162,146	-	-	8,162,146
Capital assets, being depreciated				
Infrastructure - roadw ays	7,489,325	-	-	7,489,325
Infrastructure - landscape and other	5,231,698	22,307	-	5,254,005
Total capital assets, being depreciated	12,721,023	22,307	-	12,743,330
Less accumulated depreciation for:				
Infrastructure - roadw ays	4,264,192	298,629	-	4,562,821
Infrastructure - landscape and other	3,429,281	265,173	-	3,694,454
Total accumulated depreciation	7,693,473	563,802	-	8,257,275
Total capital assets, being depreciated, net	5,027,550	(541,495)	-	4,486,055
Governmental activities capital assets	\$ 13,189,696	\$ (541,495)	\$ -	\$ 12,648,201

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

NOTE 6 - LONG-TERM LIABILITIES**Series 2017**

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

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

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

NOTE 6 - LONG-TERM LIABILITIES (Continued)**Long-term debt activity**

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2017 A-1	\$ 3,028,000	\$ -	\$ 192,000	\$ 2,836,000	\$ 198,000
Series 2017 A-2	4,956,000	-	263,000	4,693,000	271,000
Total	<u>\$ 7,984,000</u>	<u>\$ -</u>	<u>\$ 455,000</u>	<u>\$ 7,529,000</u>	<u>\$ 469,000</u>

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

September 30,	Governmental Activities		
	Principal	Interest	Total
2021	\$ 469,000	\$ 235,746	\$ 704,746
2022	484,000	221,071	705,071
2023	500,000	205,927	705,927
2024	516,000	190,283	706,283
2025	531,000	174,138	705,138
2026-2030	2,923,000	610,487	3,533,487
2031-2034	2,106,000	150,219	2,256,219
Total	<u>\$ 7,529,000</u>	<u>\$ 1,787,871</u>	<u>\$ 9,316,871</u>

NOTE 7 – INTERLOCAL AGREEMENT

In a prior fiscal year, the District entered into an agreement with the City of Orlando, (the “City”), whereby the City agreed to reimburse the District for a portion of the costs relating to certain street lights within the District. In conjunction with this agreement, the District received intergovernmental revenues of \$44,082 during the fiscal year ended September 30, 2020.

NOTE 8 - MANAGEMENT COMPANY

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

NOTE 9 - RISK MANAGEMENT

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

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final	Actual	
REVENUES			
Assessments	\$ 1,143,579	\$ 1,147,065	\$ 3,486
Interest income	6,000	28,873	22,873
Intergovernmental revenues	40,000	44,082	4,082
Miscellaneous	-	528	528
Grants and donations	-	558	558
Total revenues	<u>1,189,579</u>	<u>1,221,106</u>	<u>31,527</u>
EXPENDITURES			
Current:			
General government	145,863	184,457	(38,594)
Maintenance and operations	1,097,012	984,833	112,179
Capital outlay	-	22,307	(22,307)
Total expenditures	<u>1,242,875</u>	<u>1,191,597</u>	<u>51,278</u>
Excess (deficiency) of revenues over (under) expenditures	(53,296)	29,509	82,805
OTHER FINANCING SOURCES/(USES)			
Use of fund balance	53,296	-	(53,296)
Total other financing sources (uses)	<u>53,296</u>	<u>-</u>	<u>(53,296)</u>
Net change in fund balance	<u>\$ -</u>	29,509	<u>\$ 29,509</u>
Fund balance - beginning		<u>2,112,854</u>	
Fund balance - ending		<u>\$ 2,142,363</u>	

See notes to required supplementary information

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

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Vista Lakes Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated February 11, 2021.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

February 12, 2021



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

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

We have examined Vista Lakes Community Development District, Orange County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

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

February 12, 2021



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

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

Report on the Financial Statements

We have audited the accompanying basic financial statements of Vista Lakes Community Development District, Orange County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 12, 2021.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 12, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

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

February 12, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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

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

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

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Fourth Order of Business

4A.

**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 11, 2021, at 6:30 p.m. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida 32829.

Present and constituting a quorum were:

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

Also present were:

Kristen Suit	District Manager
Scott Clark	District Counsel
David Hamstra	District Engineer
Angel Montagna	Field Manager
Jeff Cornett	Servello
Scottie Feliciano	Servello

Following is a summary of the discussions and actions taken at the February 11, 2021, Vista Lakes Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Sebestyen called the meeting to order. Ms. Suit called the roll, and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comments

Public comments were heard.

THIRD ORDER OF BUSINESS

Business Items

A. Administer Oaths of Office for Newly Elected Board Supervisors – Carla Daly – Seat 4 and Aaron Simmons – Seat 5

Ms. Suit administered the Oath of Office to Ms. Daly and Mr. Simmons.

On MOTION by Ms. Edwards, seconded by Ms. Daly, with all in favor by roll call vote, the nomination of Mr. Sebestyen for Chair, was approved. 5-0

On MOTION by Ms. Edwards, seconded by Mr. DeCrotie, with all in favor by roll call vote, the nomination of Ms. Edwards for Vice-Chair, was approved. 5-0

B. Consideration of Resolution 2021-02, Designation of Officers of the District

On MOTION by Mr. DeCrotie, seconded by Ms. Edwards with all in favor by roll call vote, Resolution 2021-02, Designation of Officers of the District, showing Mr. Sebestyen as Chair, Ms. Edwards as Vice Chair, Mr. DeCrotie as Assistant Secretary, Mr. Simmons as Assistant Secretary, and Ms. Daley as Assistant Secretary, Ms. Suit as Secretary, Mr. Baldwin as Treasurer, and Mr. Bloom as Assistant Treasurer was adopted. 5-0

C. Public Hearing – Rules of Procedure

On MOTION by Mr. Sebestyen, seconded by Ms. Edwards, with all in favor by roll call vote, the Public Hearing was opened. 5-0

- Mr. Clark explained Resolution 2021-01, Adopting Rule of Procedure Relating to Encroachments and District Stormwater Ponds and Other Property.
- Audience comments were heard.

On MOTION by Ms. Edwards, seconded by Mr. DeCrotie, with all in favor by roll call vote, the Public Hearing was closed. 5-0

i. Consideration of Resolution 2021-01, Adoption of Rule of Procedure Relating to Encroachment on District Stormwater Ponds and Other Property

On MOTION by Mr. Sebestyen, seconded by Mr. DeCrotie, with all in favor by roll call vote, Resolution 2021-01 was adopted. 5-0

FOURTH ORDER OF BUSINESS

Business Administration Items

A. Consideration of the Minutes of the October 1, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. DeCrotie, seconded by Ms. Daly, with all in favor by roll call vote, the Meeting Minutes from October 1, 2020 were approved. 5-0

B. Consideration of December 2020 Check Register and Invoices

On MOTION by Ms. Edwards and Second by Mr. DeCrotie, with all in favor by roll call vote, the December 2020 Check Register and Invoices were approved. 5-0

C. Consideration of December 2020 Financial Statements

On MOTION by Mr. DeCrotie, seconded by Ms. Edwards, with all in favor by roll call vote, the December 2020 Financial Statements were approved. 5-0

FIFTH ORDER OF BUSINESS

Staff Reports

D. Field Manager

i. Field Management Report

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor by roll call vote, a not exceed amount of \$2,500 for a tree removal behind 5863 Lake Melrose, subject to consulting with the St. Johns River Water Management District, was approved. 5-0

- a. Consideration of Servello Cutback Proposals #4877 - #4883**
- Discussion ensued

On MOTION by Ms. Daly, seconded by Mr. DeCrotie, with all in favor by roll call vote, Servello Proposals #4877 - \$22,400, #4878 - \$10,800, #4880 - \$16,800, #4882 - \$5,6000, #4883 - \$5,600, Cut Back and Flush Cut Conservation Area 10 ft. from Existing Growth, in the total amount of \$61,200, were approved. 5-0

- b. Consideration of Servello Gentry Park Proposals #4884 - #4886**

- Discussion ensued.

On MOTION by Ms. Daly, seconded by Mr. Simmons, with all in favor by roll call vote, Servello Proposal #4884, Trimming Large Oak Trees in the amount of \$2,850.00, was approved. 5-0

On MOTION by Ms. Daly, seconded by Mr. Sebestyen, with all in favor by roll call vote, Servello Proposal #4885, Gentry Park Re-Sod in the amount of \$16,675.00, was approved. 5-0

- A discussion ensued regarding damages to sod.

On MOTION by Ms. Edwards, seconded by Mr. DeCrotie, with all in favor by roll call vote, Servello Proposal #4886, Gentry Park Marquee Entrance Walls in the amount of \$1,998.50, was approved. 5-0

ii. Solitude Aquatic Report

- Ms. Daly requested that Solitude provide a full report with pictures at no extra charge as discussed when proposal was submitted.
- Proposal needed from Solitude for an aerator versus fountain and electrical in the South side of Lake 8.
- An equipment assessment is needed for Pond 13. If the equipment is bad, a proposal is needed for replacement.
- **i. Field Management Report, Continued**
- A proposal is needed for irrigation at Florence Harbor Park. The water meter should have already been installed.
- Ms. Daly requested that someone inquire as to why some streetlight poles are cut off at the base and laying on the ground. Ms. Montagna will be the point person to check on these streetlight poles.
- Ms. Daley stated that lighting is needed on Lake 8. Ms. Montagna will contact Duke Energy for lighting is needed on the back of Lake 8.
- Ms. Daly asked Ms. Montagna to also contact Duke Energy to add extra heavy-duty lighting Stonebridge and Champagne for security purposes.

iii. HOA Liaison Report

With there being no report, the next item followed.

B. District Engineer

ii. Update on Permitting and Installing the Security Cameras

- Mr. Hamstra and Mr. Daly gave an update on the security camera project. The HOA is taking the lead on this project and will give the District updates.

i. Update on Amhurst Subdivision Inspections

- The CCTV inspection work has been completed and there are cracks. Mr. Hamstra would like to obtain proposals to repair a few minor cracks. Further research needs to be done to determine if the City of Orlando is responsible for further repairs. A discussion ensued.

iii. Update on the Proposed Monument at Vista Lakes on Chickasaw Boulevard

- A building permit, detailed survey and drawings would need to be done. Mr. Hamstra asked the Board if they would like to proceed. Mr. Hamstra and Ms. Daly will bring costs back to the next meeting.

iv. Consideration of Proposal for Removing Sidewalk Panels

- Mr. Hamstra is waiting for Servello to do the last step and this job will be done.

v. Update on the Privacy Wall between Pembroke and Vista Promenade

- An easement agreement has been drawn up for the property owner to grant the District access. After signed, a building permit and three (3) proposals will be obtained for building.

On MOTION by Mr. DeCrotie, seconded by Ms. Edwards, with all in favor by roll call vote, approval of privacy wall easement agreement with Ovation Properties, Inc. . 5-0

vi. Update on the Privacy Wall between Champlain and Stonebridge

- The City is not in favor of this project. Mr. Hamstra and Mr. Clark will contact the City to try to obtain approval to install a fence. A discussion ensued.

vii. Consideration of Proposals for Removing Wood Fence and Replacing with Stucco Wall at Windsor and Narcoossee

- A discussion ensued. It is a possibility that Encore may share in the cost of a fence. Mr. Hamstra and Mr. Daly will meet with Encore and Riverwalk to discuss.

viii. Update of Sound Wall at Windsor and Extension of Hazeltine National Drive

- This item needs to be monitored. Talks with the City should begin when this extension is closer.

ix. Update of Outfall System Modification

- Mr. Hamstra will coordinate with the contractor to evaluate alternative improvements. A discussion ensued.

x. Update on the Tree Trimming and Retaining Wall for 5509 Florence Harbor Dr.

- Encore would like permission to connect to the District's underground piping. Mr. Clark will prepare an agreement when the design is approved by the District.

C. District Counsel

With there being no report, the next item followed.

D. District Manager

i. Discussion and Consideration of Memorandum of Understanding – E-Verify

On MOTION by Mr. DeCrotie, seconded by Ms. Daly, with all in favor by roll call vote, authorizing the District Manager to enter MOU E-Verify with Homeland Security, was approved. 5-0

SIXTH ORDER OF BUSINESS

Supervisor Requests

Ms. Daly asked if the Board could meet every other month instead of every quarter. The new fiscal meeting schedule begins in October and can be changed for next year.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. DeCrotie, seconded by Ms. Edwards, with all in favor by roll call vote, the meeting was adjourned at approximately 9:29 p.m.

Kristen Suit
Secretary

Frank Sebestyen
Chairman

4C.

VISTA LAKES
Community Development District

Financial Report

February 28, 2021

Prepared by:



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VISTA LAKES
Community Development District

Financial Statements

(Unaudited)

February 28, 2021

Balance Sheet
February 28, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 A1 & A2 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 1,319,691	\$ -	\$ 1,319,691
Interest/Dividend Receivables	1,801	-	1,801
Due From Other Funds	-	458,830	458,830
Investments:			
Certificates of Deposit - 12 Months	210,610	-	210,610
Money Market Account	1,609,175	-	1,609,175
Prepayment Fund (A-2)	-	755	755
Reserve Fund (A-1)	-	28,724	28,724
Reserve Fund (A-2)	-	63,065	63,065
Revenue Fund (A-1)	-	90,358	90,358
Revenue Fund (A-2)	-	134,344	134,344
Deposits	15,891	-	15,891
TOTAL ASSETS	\$ 3,157,168	\$ 776,076	\$ 3,933,244
<u>LIABILITIES</u>			
Accounts Payable	\$ 90,654	\$ -	\$ 90,654
Accrued Expenses	6,766	-	6,766
Due To Other Funds	458,830	-	458,830
TOTAL LIABILITIES	556,250	-	556,250
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	15,891	-	15,891
Restricted for:			
Debt Service	-	776,076	776,076
Assigned to:			
Operating Reserves	287,644	-	287,644
Reserves - Fences / Walls	279,343	-	279,343
Reserves - Gate/Entry Features	44,960	-	44,960
Reserves - Irrigation System	111,267	-	111,267
Reserves - Other	105,145	-	105,145
Res-Pav/Concrete/Basin/Curb	516,543	-	516,543
Reserves - Ponds / Lakes	213,518	-	213,518
Reserves-Reserve Study	5,465	-	5,465
Unassigned:	1,021,142	-	1,021,142
TOTAL FUND BALANCES	\$ 2,600,918	\$ 776,076	\$ 3,376,994
TOTAL LIABILITIES & FUND BALANCES	\$ 3,157,168	\$ 776,076	\$ 3,933,244

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-21 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 20,000	\$ 2,142	10.71%	\$ 309
Interlocal Agreement	40,000	-	0.00%	-
Interest - Tax Collector	2,000	36	1.80%	-
Special Assmnts- Tax Collector	1,188,895	983,192	83.70%	137,352
Special Assmnts- Other	1,000	240	24.00%	-
Special Assmnts- Discounts	(47,556)	(39,354)	82.75%	(5,480)
Other Miscellaneous Revenues	-	6,178	0.00%	-
TOTAL REVENUES	1,204,339	952,434	79.08%	132,181
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	5,000	2,000	40.00%	1,000
FICA Taxes	383	153	39.95%	77
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	25,000	14,443	57.77%	2,783
ProfServ-Legal Services	20,000	6,287	31.44%	741
ProfServ-Mgmt Consulting Serv	60,000	25,000	41.67%	5,000
ProfServ-Property Appraiser	2,196	2,196	100.00%	-
ProfServ-Special Assessment	5,330	5,392	101.16%	-
ProfServ-Trustee Fees	7,000	7,596	108.51%	-
Auditing Services	5,900	5,800	98.31%	3,800
Website Compliance	3,765	776	20.61%	-
Postage and Freight	800	176	22.00%	151
Insurance - General Liability	12,618	11,905	94.35%	-
Printing and Binding	2,500	260	10.40%	41
Legal Advertising	600	528	88.00%	528
Miscellaneous Services	2,100	1,627	77.48%	54
Misc-Assessmnt Collection Cost	2,000	2,019	100.95%	2,019
Office Supplies	250	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	157,817	86,333	54.70%	16,194

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-21 ACTUAL
<u>Field</u>				
ProfServ-Field Management	85,000	35,417	41.67%	7,083
Contracts-Lake and Wetland	25,140	10,538	41.92%	2,158
Contracts-Fountain	13,356	5,565	41.67%	1,113
Communication - Teleph - Field	7,600	1,318	17.34%	264
Electricity - Streetlighting	63,000	30,005	47.63%	6,793
Utility - Water & Sewer	69,000	24,017	34.81%	3,492
Streetlights Gated	70,000	28,632	40.90%	5,688
Streetlights Non-Gated	112,000	46,463	41.48%	9,147
R&M-Common Area	10,000	2,797	27.97%	835
R&M-Fountain	8,400	1,747	20.80%	2,002
Misc-Contingency	30,000	2,522	8.41%	216
Holiday Lighting & Decorations	17,500	17,500	100.00%	-
Total Field	510,996	206,521	40.42%	38,791
<u>Landscape Services</u>				
Contracts-Landscape	354,723	147,801	41.67%	29,560
Contracts-Landscape Consultant	2,000	-	0.00%	-
Contracts-Mulch	30,000	29,670	98.90%	-
Contracts-Annals	23,809	7,445	31.27%	-
Lease - Building	7,440	3,100	41.67%	620
R&M-Irrigation	28,000	-	0.00%	-
R&M-Trees and Trimming	9,600	5,350	55.73%	2,850
R&M-Plant&Tree Replacement	35,000	7,658	21.88%	6,670
Total Landscape Services	490,572	201,024	40.98%	39,700
<u>Reserves</u>				
Reserve	119,000	-	0.00%	-
Total Reserves	119,000	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	1,278,385	493,878	38.63%	94,685

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-21 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(74,046)	458,556		37,496
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(74,046)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(74,046)	-	0.00%	-
Net change in fund balance	\$ (74,046)	\$ 458,556		\$ 37,496
FUND BALANCE, BEGINNING (OCT 1, 2020)	2,142,362	2,142,362		
FUND BALANCE, ENDING	<u>\$ 2,068,316</u>	<u>\$ 2,600,918</u>		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-21 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 2,000	\$ 5	0.25%	\$ 1
Interest - Tax Collector	1,250	23	1.84%	-
Special Assmnts- Tax Collector	743,127	631,609	83.70%	86,116
Special Assmnts- Prepayment	-	755	0.00%	-
Special Assmnts- Discounts	(29,725)	(25,284)	85.06%	(3,435)
TOTAL REVENUES	716,652	607,108	84.71%	82,682
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	14,863	1,262	8.49%	1,262
Total Administration	14,863	1,262	8.49%	1,262
<u>Debt Service</u>				
Principal Debt Retirement A-1	198,000	-	0.00%	-
Principal Debt Retirement A-2	271,000	-	0.00%	-
Interest Expense Series A-1	87,916	43,958	50.00%	-
Interest Expense Series A-2	147,830	73,915	50.00%	-
Total Debt Service	704,746	117,873	16.73%	-
TOTAL EXPENDITURES	719,609	119,135	16.56%	1,262
Excess (deficiency) of revenues				
Over (under) expenditures	(2,957)	487,973		81,420
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(2,957)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(2,957)	-	0.00%	-
Net change in fund balance	\$ (2,957)	\$ 487,973		\$ 81,420
FUND BALANCE, BEGINNING (OCT 1, 2020)	288,103	288,103		
FUND BALANCE, ENDING	\$ 285,146	\$ 776,076		

Notes to the Financial Statements
February 28, 2021

General Fund

► **Assets**

■ **Cash and Investments** - In order to maximize liquidity, the District has invested in two CDs with Bank United along with one Money Market and one General Fund account. Suntrust Bank GF has been closed (See Cash & Investments Report).

■ **Interest/Dividend Receivables** - Accruals for CD's for Fiscal Year ending 9/30/20.

■ **Due from Other Funds** - Amount due from General Fund to Debt Service for assessment collections.

■ **Deposits** - Duke Energy and OCU utility deposits.

► **Liabilities**

■ **Accounts Payable** - Invoices for current month but not paid in current month.

■ **Accrued Expenses** - Electricity - Streetlights, Legal Advertising, Tree trimming & Phone charges.

■ **Due to Other Funds** - Funds owed to Debt service for Tax Assessments collected.

► **Fund Balance**

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

Operating Reserves	\$	287,644
Fences, Walls		279,343
Gates, Entry Features		44,960
Irrigation System		111,267
Other		105,145
Pavement, Concrete, Catch Basins, Curb Inlets		516,543
Ponds, Lakes		213,518
Reserve Study		5,465
Total Reserves	\$	1,563,885

Revenue & Expenses - All Funds
February 28, 2021

Financial Overview / Highlights

Revenues

Total General Fund Non-Ad Valorem assessments are 84% collected.

Total General Fund expenditures and reserves are at 39% below the prorated 42% of the adopted budget.

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

Other Miscellaneous Revenue: Property Damage reimbursement check & Solitude Lake reimbursement for overpayment (Nov '20).

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	\$ 25,000	\$ 14,443	58%	SSMC Drawing of Aerial Background, Champlain security fence, Encore Apartments project fees & Stormwater master plan.
ProfServ-Property Appraiser	\$ 2,196	\$ 2,196	100%	Property appraiser fees are paid in full.
ProfServ-Special Assessment	\$ 5,330	\$ 5,392	101%	Assessment roll service paid in full.
ProfServ-Trustee Fees	\$ 7,000	\$ 7,596	109%	Trustee Fees paid in full for 2017 Series.
Auditing Services	\$ 5,900	\$ 5,800	98%	Auditing fees are paid in full.
Insurance-General Liability	\$ 12,618	\$ 11,905	94%	Insurance is paid in full for General Liability / Property.
Miscellaneous Services	\$ 2,100	\$ 1,627	77%	Bank fees & Inframark fees for Go Daddy.com email & renewals.
Annual District Filing Fee	\$ 175	\$ 175	100%	Annual fee paid in full.
<u>Field</u>				
Contracts-Lake and Wetland	\$ 25,140	\$ 10,538	42%	Price increase from \$2,095 to \$2,158 per month.
Holiday Lighting & Decorations	\$ 17,500	\$ 8,750	50%	Decorations paid in full. Deposit of \$8,750 was captured in prior Fiscal Year.
<u>Landscape Services</u>				
Contracts-Landscape Consultant	\$ 2,000	\$ -	0%	Not a monthly contract.
Contracts-Mulch	\$ 30,000	\$ 29,670	99%	Mulch services were completed in January.
Contracts-Annuals	\$ 23,809	\$ 7,445	31%	Seasonal Annuals were done in December.

2017 Debt Service Fund

- **Interest Expense** - 1st Interest Expense payment on 2017 Series were paid in October (normally November.)
- **Principal Payment** - Principal payments on Series A-1 & 2 come due in May '21.

VISTA LAKES
Community Development District

Supporting Schedules

February 28, 2021

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

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service 2017 Fund
Assessments Levied FY 2021				\$ 1,932,022	\$ 1,188,895 62%	\$ 743,127 38%
11/09/20	\$ 8,561	\$ 449	\$ -	\$ 9,010	\$ 5,395	\$ 3,615
11/16/20	23,556	964	-	24,520	15,991	8,528
11/23/20	60,072	2,503	-	62,575	40,830	21,745
12/07/20	108,272	4,511	-	112,784	69,585	43,199
12/10/20	184,365	7,682	-	192,047	116,754	75,293
12/21/20	144,343	6,014	-	150,358	93,437	56,921
01/11/21	806,439	33,600	-	840,039	503,847	336,192
02/03/21	211,273	8,915	3,281	223,468	137,352	86,116
TOTAL	\$ 1,546,882	\$ 64,638	\$ 3,281	\$ 1,614,801	\$ 983,192	\$ 631,609
% COLLECTED					84%	84%
TOTAL OUTSTANDING					\$ 317,221	\$ 111,518

Cash and Investment Report
February 28, 2021

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating	Bank United	N/A	0.00%	\$ 1,319,691 (1)
Certificate of Deposit - 12 Months - #1510	BankUnited	2/27/2021	1.45%	\$ 105,305
Certificate of Deposit - 12 Months - #1511	BankUnited	2/27/2021	1.45%	\$ 105,305
Subtotal 12 Mo. CD's				\$ 210,610
Money Market Account	BankUnited	N/A	0.25%	\$ 1,609,175
DEBT SERVICE FUND				
Series 2017 A-2 Prepayment				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	n/a	0.02%	\$ 755
Series 2017 A-1 Reserve account				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 28,724
Series 2017 A-2 Reserve account				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 63,065
Series 2017 A-1 Revenue account				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 90,358
Series 2017 A-2 Revenue account				
US Bank Open-Ended Interest Bearing Commercial Paper	US Bank	N/A	0.02%	\$ 134,344
Subtotal Debt Service Fund				\$ 317,246
Total				\$ 3,456,722

Note: (1) Amount of \$451K has been transferred to US Bank and \$500K has been transferred to the MMA in March.

Vista Lakes CDD

Bank Reconciliation

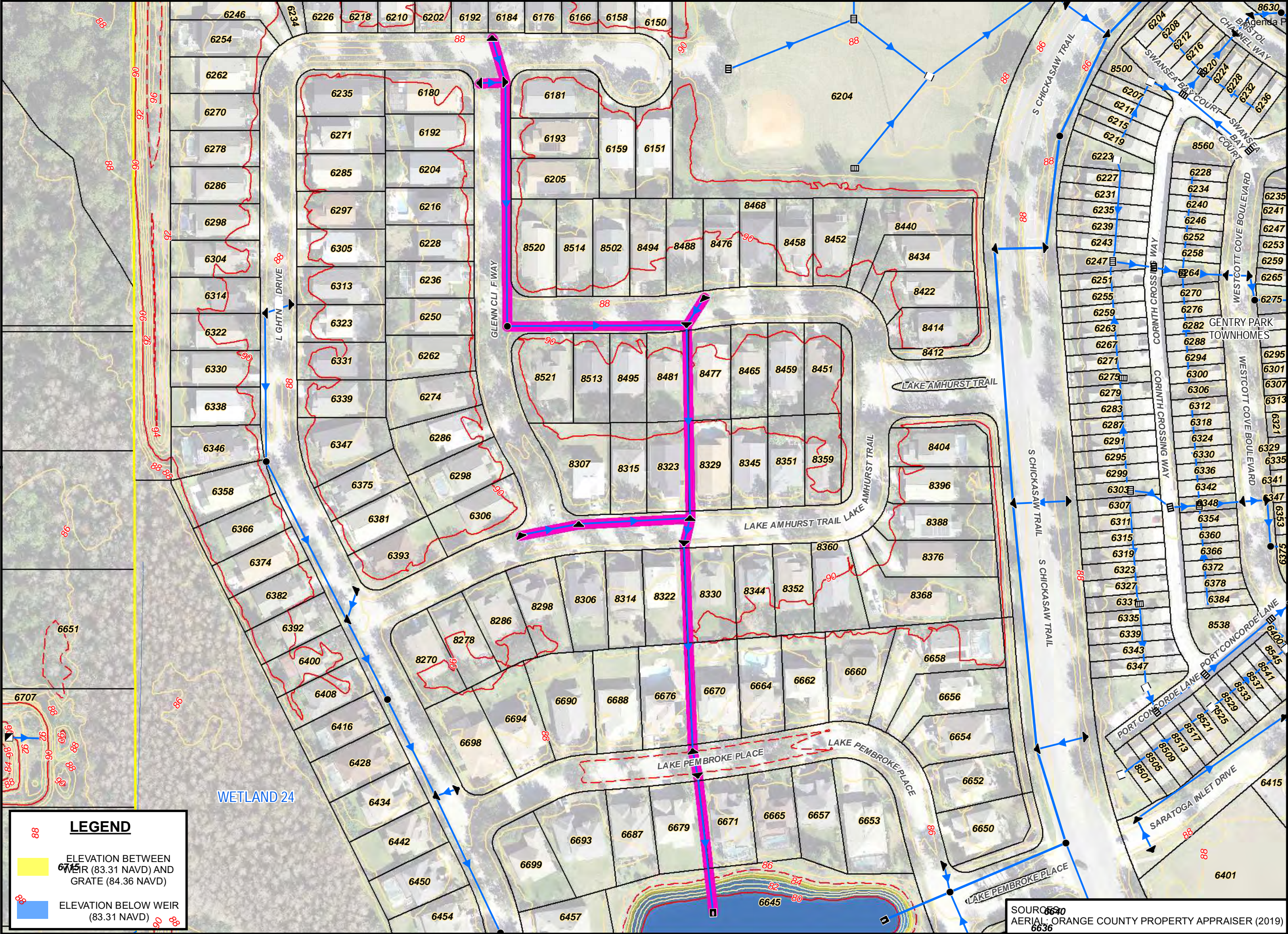
Bank Account No. 5060 Bank United GF
Statement No. 02-21
Statement Date 2/28/2021

G/L Balance (LCY)	1,319,691.35	Statement Balance	1,335,276.46
G/L Balance	1,319,691.35	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,335,276.46
Subtotal	1,319,691.35	Outstanding Checks	15,585.11
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,319,691.35	Ending Balance	1,319,691.35
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/12/2021	Payment	442	JOHN A. DECROTIE	184.70	0.00	184.70
2/12/2021	Payment	445	FRANK J. SEBESTYEN	184.70	0.00	184.70
2/12/2021	Payment	446	PAULA Z. EDWARDS	184.70	0.00	184.70
2/22/2021	Payment	447	CITY OF ORLANDO	1,440.39	0.00	1,440.39
2/22/2021	Payment	448	FEDEX	21.54	0.00	21.54
2/24/2021	Payment	449	INFRAMARK, LLC	13,415.90	0.00	13,415.90
2/26/2021	Payment	DD474	WASTE CONNECTIONS	153.18	0.00	153.18
Total Outstanding Checks.....				15,585.11		15,585.11

Fifth Order of Business

5.A.i.



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LEGEND

ELEVATION BETWEEN WEIR (83.31 NAVD) AND GRATE (84.36 NAVD)

ELEVATION BELOW WEIR (83.31 NAVD)

Agenda Page #62

SCALE: 1" = 120'

0120



**AMHURST SUBDIVISION
STORMWATER INFRASTRUCTOR**

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

Pegasus

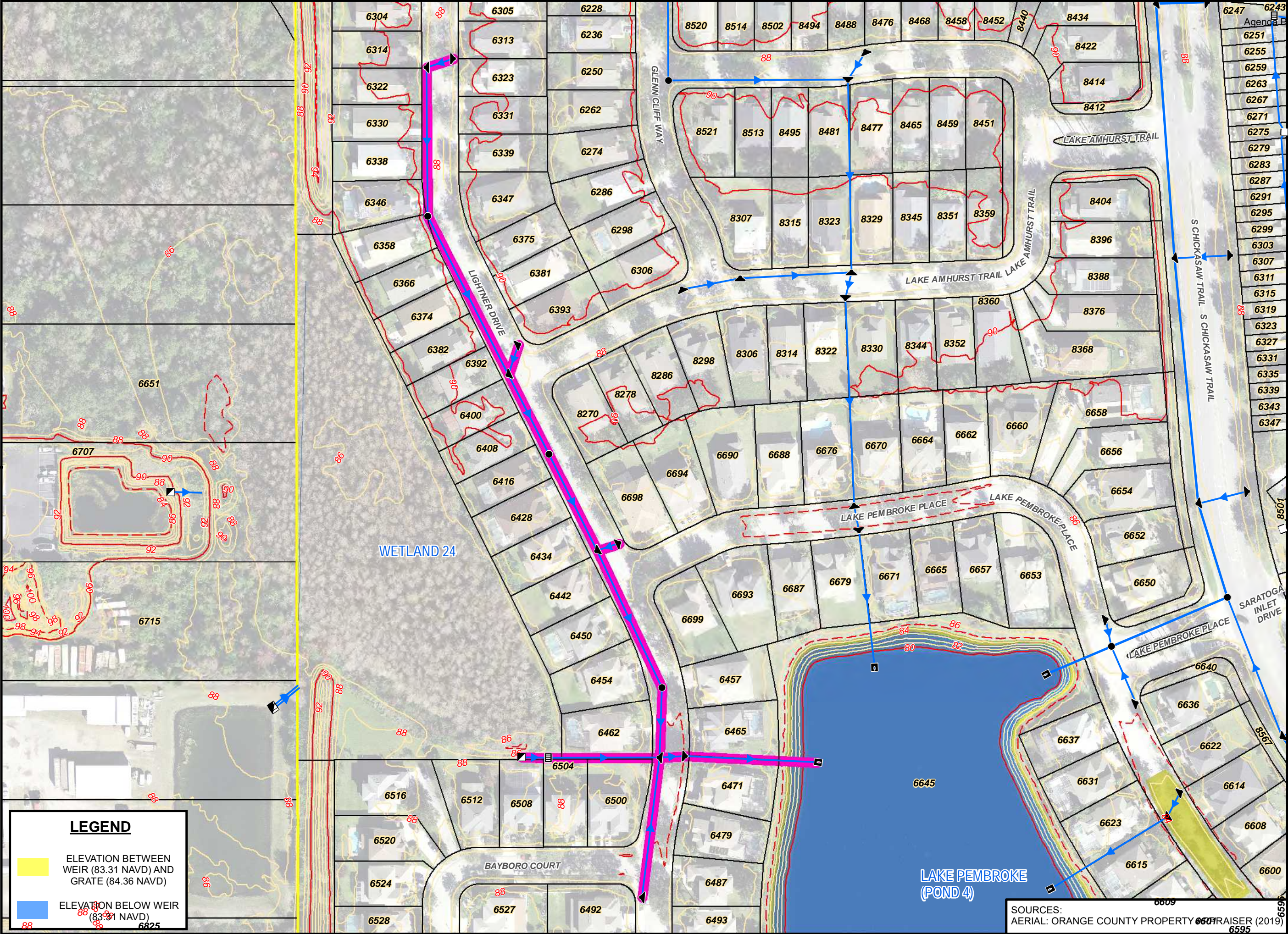
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: MSC-22024
DATE: 06-05-2020

FIGURE
4

SOURCE: AERIAL, ORANGE COUNTY PROPERTY APPRAISER (2019)



LEGEND

- ELEVATION BETWEEN WEIR (83.31 NAVD) AND GRATE (84.36 NAVD)
- ELEVATION BELOW WEIR (83.31 NAVD)

Agenda Page #63

SCALE: 1" = 120'

VISTA LAKES

AMHURST SUBDIVISION
STORMWATER INFRASTRUCTOR

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
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JOB NO.: MSC-22024
DATE: 06-05-2020

FIGURE
7

5.A.ii.

PROJECT MEMORANDUM

To: Kristen Suit
District Manager
Inframark, Infrastructure Management Services

From: David Hamstra, P.E., CFM 
District Engineer

Date: March 24, 2021

Re: Vista Lakes Community Entrance Monument Structure

Subject: City of Orlando Permitting Requirements

The purpose of this project memorandum is to inform the CDD Board of Supervisors of the approximate costs for the site design and permitting associated with the installation of an entrance monument structure to serve the north entrance of the Vista Lakes community at Chickasaw Trail (refer to Attachment "A" for the entrance monument location).

We spoke with Mr. Don Fields (407-246-2654 / don.fields@cityoforlando.net), Chief Building Plans Examiner with the City of Orlando Permitting Division, regarding specific permitting requirements. He stated that the City would require a site layout plan and detailed structural plans (by a structural engineer) for the entrance monument structure to support the Building Permit Application. The structural plans shall include the sign dimensions, material, reinforcing details, footer details, etc.

Regarding the permitting fee information, Mr. Fields referred us to Ms. Kaydeon Tenn (407-246-3330 / Kaydeon.Tenn@cityoforlando.net), Customer Service Supervisor with the City of Orlando Permitting Division. We are waiting to hear back regarding the specific permit fees.

Mr. Fields stated that the City of Orlando does not have specific requirements for the signs but did refer us to Mr. Karl Wielecki, AICP (407-246-2726 / Karl.Wielecki@cityoforlando.net), Planning Manager with the City of Orlando Planning Division, Land Development Studio, for details on specific height requirements, etc. Despite no specific City of Orlando requirements, Mr. Fields stated that the structural plans shall meet the Florida Building Code requirements.

We contacted Mr. Karl Wielecki and Mr. James (Jim) Burnett, AICP (407-246-3609 / James.Burnett@cityoforlando.net), Planner III with the City of Orlando Planning Division, Land Development Studio. They provided a copy of the original Vista Lakes Master Sign Plan that was signed by the Planning Director in 2003 (refer to Attachment “B”). Mr. Burnett also sent over the following language from the Approved Vista Lakes PD Development Plan:

“Master Signage Plan – Uniformity and consistency of signage within the Vista Lakes PD to address sign types, size and placements shall be addressed in a Master Sign Plan. In the absence of the City approved Master Sign Plan, all signs shall meet City Code. No off-premise signs (billboards) shall be permitted, except as allowed for in the Annexation Agreement or shown on the Master Sign Plan.”

Southeastern Surveying and Mapping Corporation (SSMC) provided a proposal to perform a topographic survey (including ground elevations, utilities, property lines, and above ground features) for the project site. Refer to Attachment “C” for the SSMC topographic survey fee proposal.

Pegasus Engineering prepared a proposal to prepare the site layout plan and provide permitting assistance. Refer to Attachment “D” for the Pegasus Engineering fee proposal.

The following is the breakdown in the project fees:

- Pegasus Design and Permitting Services = \$17,500.00
- Topographic Survey = \$3,167.00
- Geotechnical Allowance = \$1,500.00
- City of Orlando Permitting Application Fee = Flat rate
- City of Orlando Permitting Inspection Fee = % of the construction costs
- Structural Engineering Design Plans (Fee provided by others)



Existing Warwick Neighborhood Sign
(Proposed Entrance Monument style to match)



Existing Vista Lakes Village Sign
(Proposed Entrance Monument lettering font style to match)

It is also our understanding that Ms. Carla Daly has been coordinating with a contractor in order to secure an approximate cost to prepare the construction plans and construct the monument entrance structure.

In closing, we respectfully request the Board's direction on if the CDD would like to move forward with survey services, preparing plans, and permitting services for the Vista Lakes Entrance Monument Structure.

END OF MEMO

cc: Beth Whikehart, Pegasus Engineering
Pegasus Project File MSC-22024

Attachment “A”

Location Map

LEGEND

CDD PROPERTY

CDD OPEN SPACE

DAHOON VIEW DRIVE

RED BAY DRIVE

**PROPOSED
SIGN LOCATION**

S CHICKASAW TRAIL

HASTINGS BEACH BOULEVARD

SOURCES:
AERIAL: ORANGE COUNTY PROPERTY APPRAISER (2020)

PROPOSED ENTRANCE MONUMENT AT VISTA LAKES ON CHICKASAW TRAIL

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

JOB NO.: MSC-22024
DATE: 02/03/2020

FIGURE

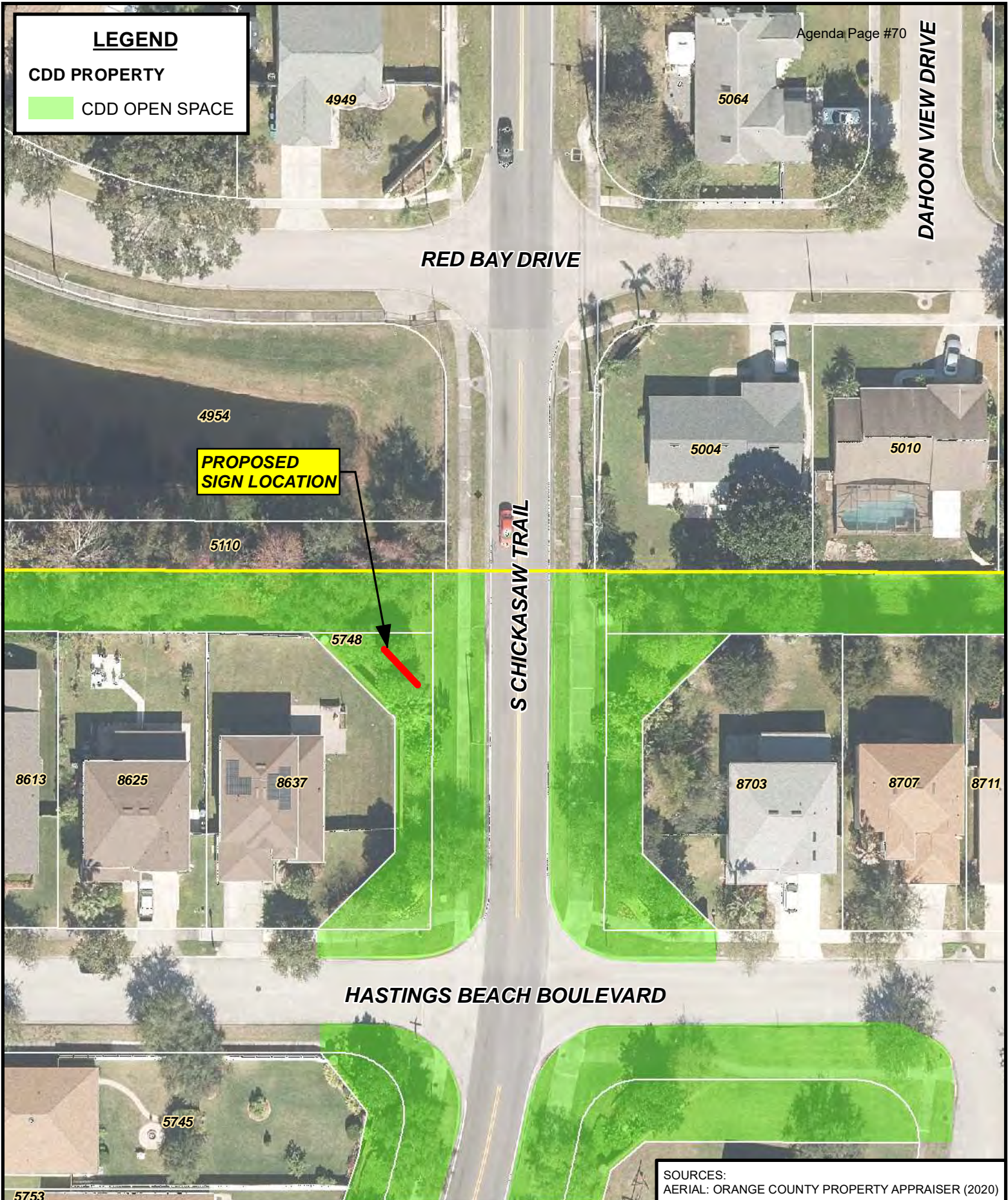
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SCALE: 1" = 30'

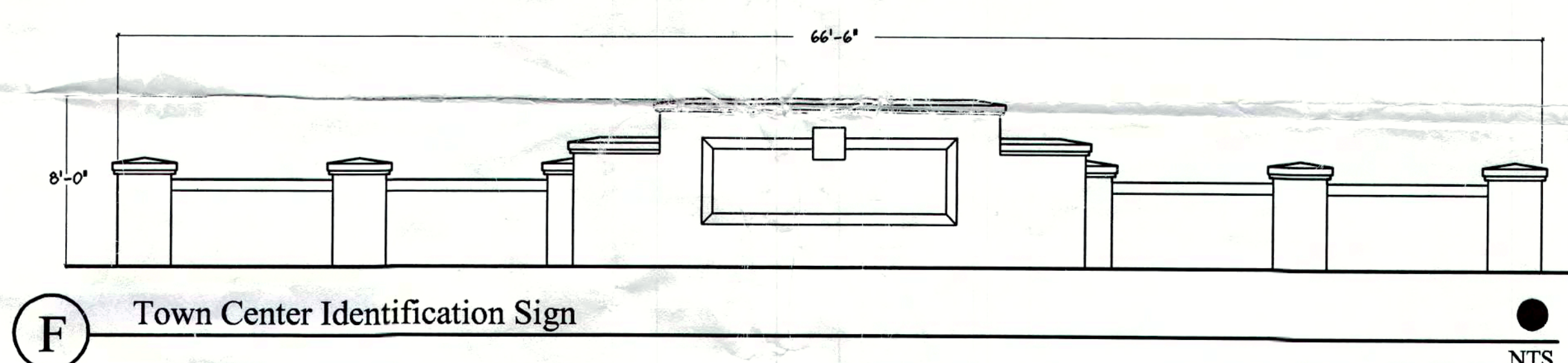
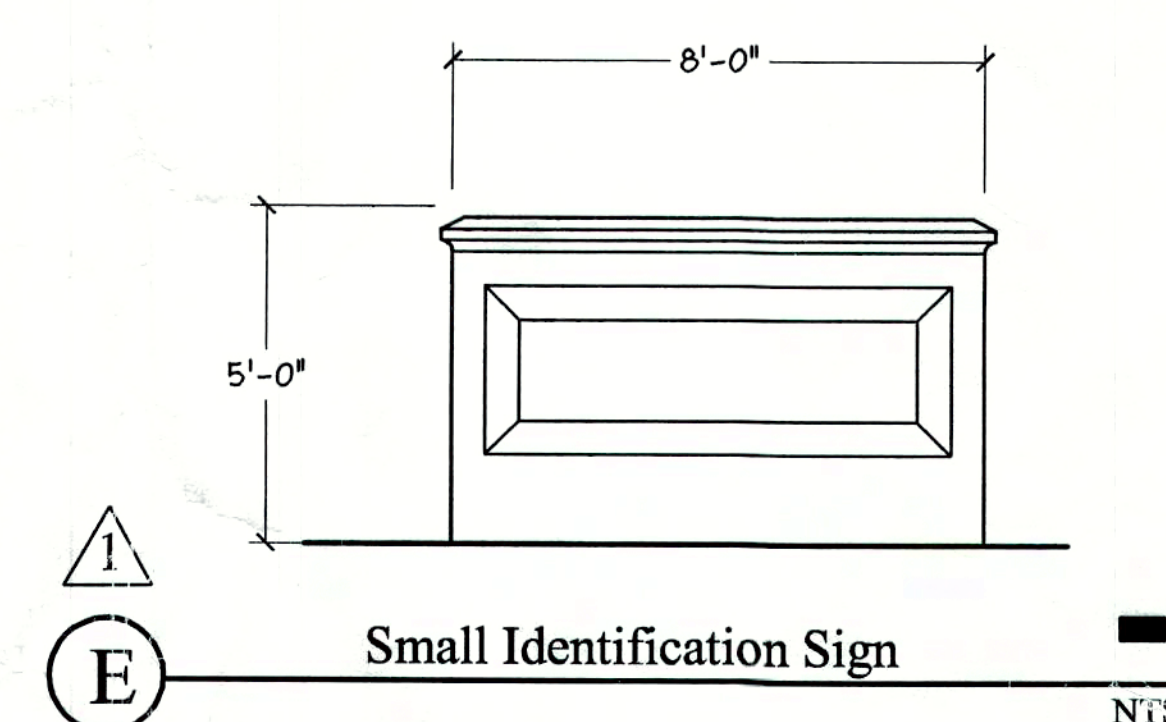
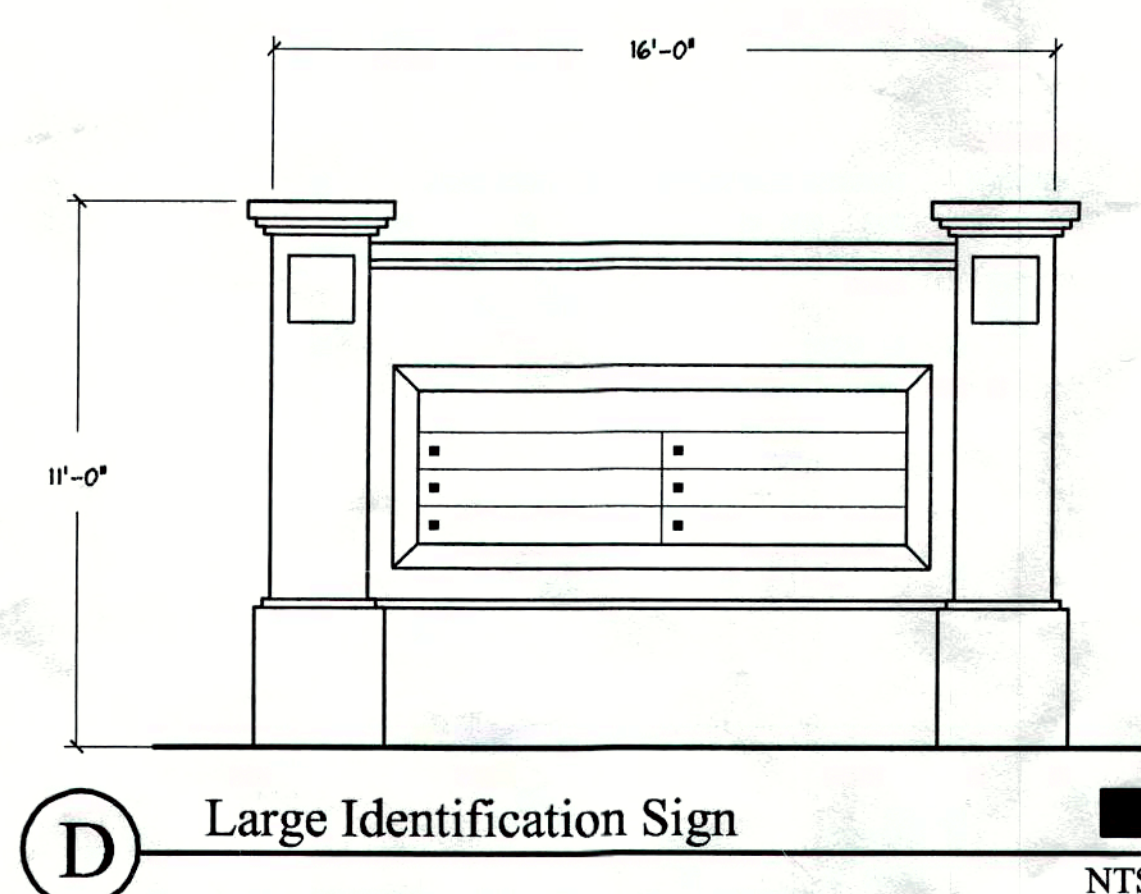
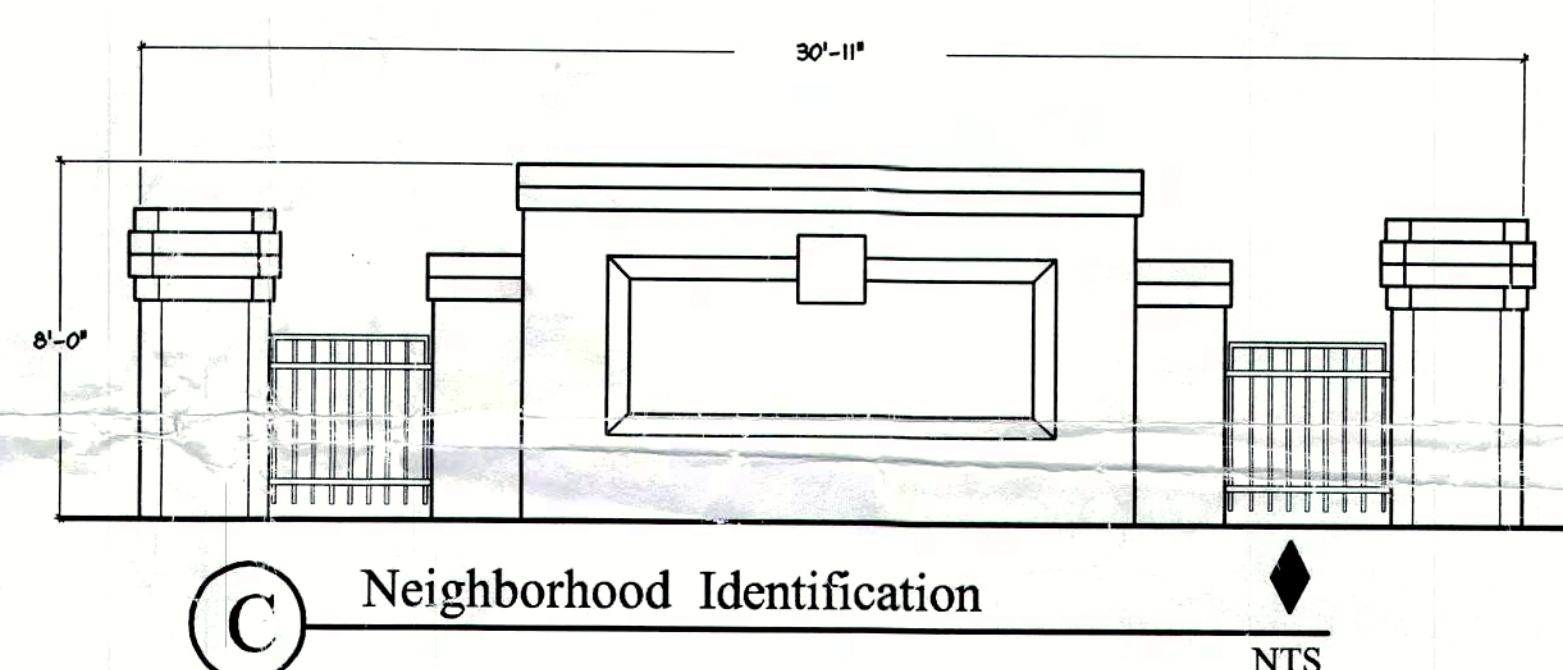
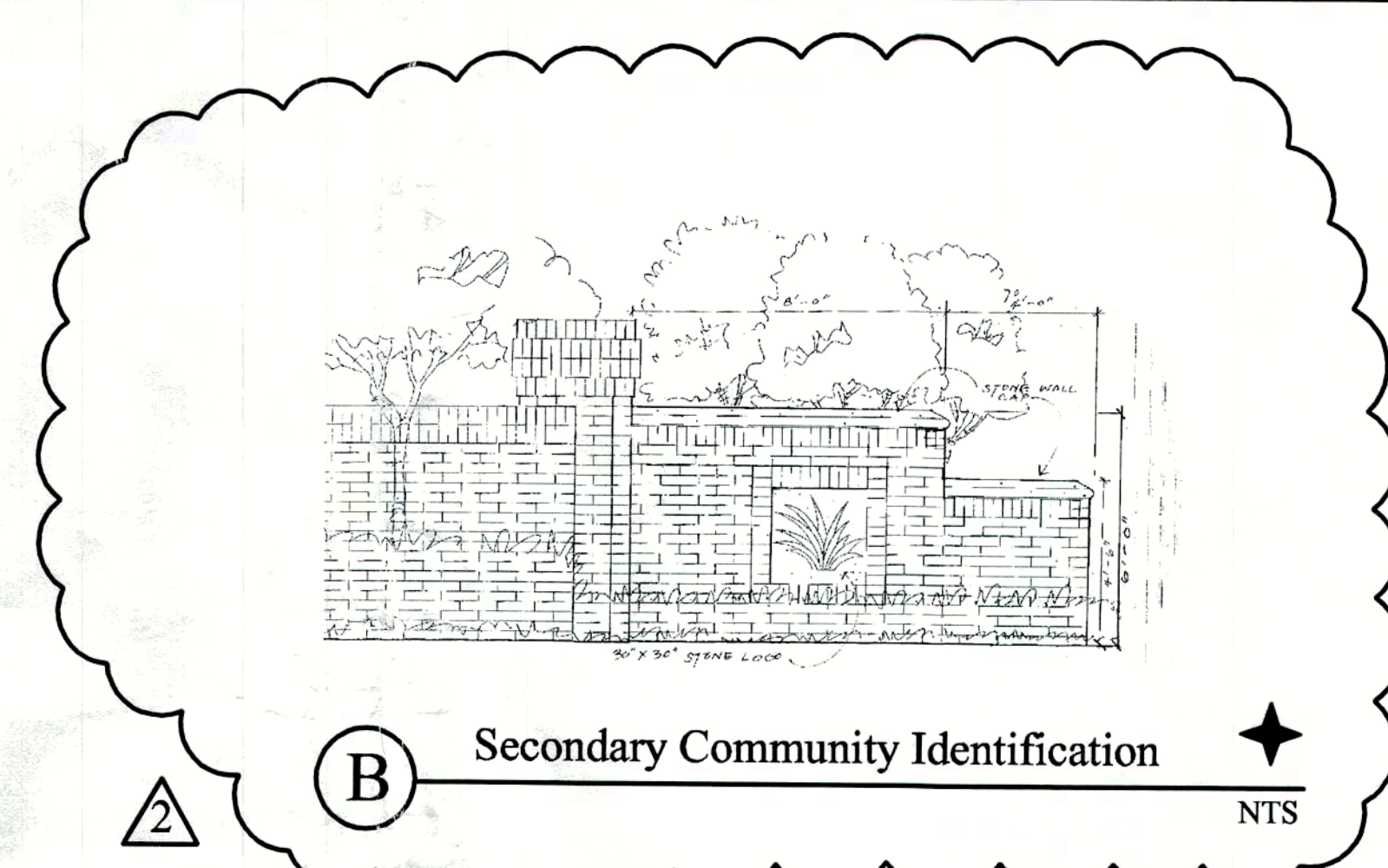
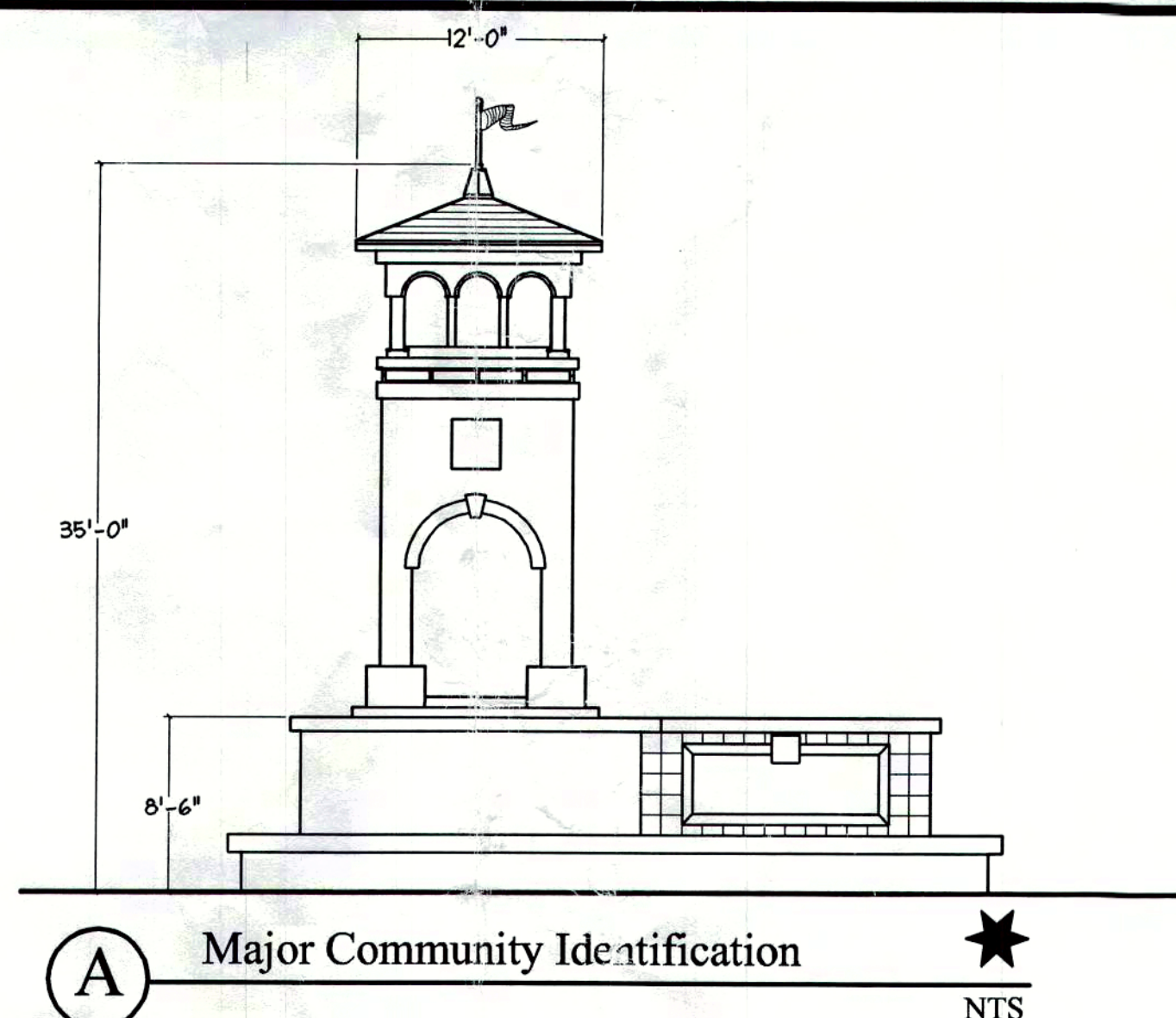


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Attachment “B”

Vista Lakes Master Sign Plan



Key:

Symbol	Sign Type	Sign Description	Maximum Copy Area
A	MAJOR COMMUNITY IDENTIFICATION	Vertical tower landmark and 8' sign wall and logo with theme planting	55 SF
2 B	SECONDARY COMMUNITY IDENTIFICATION	6' ground sign with vertical 13' high logo panel and theme planting	20 SF/SIGN
C	NEIGHBORHOOD IDENTIFICATION	8' ground sign with accent landscaping	27 SF/SIGN
1 D	LARGE IDENTIFICATION SIGN	8' sign for community identity	55 SF/SIGN
1 E	SMALL IDENTIFICATION SIGN	5' ground sign double sided	16.5 SF/SIGN
F	TOWN CENTER IDENTIFICATION	8' ground sign with community logo	33 SF/SIGN
G	NEIGHBORHOOD GATEWAY IDENTIFICATION	Vertical tower and logo sign wall	27 SF/SIGN
1 H	PUBLIX IDENTIFICATION SIGN	13'-8' sign wall w/ Publix logo	50 SF/SIGN

* SIGN LOCATED ON BOTH SIDES OF NEIGHBORHOOD ENTRY

DENOTES AREAS REVISED

Notes:

- SIGN DETAILS SHALL COMPLY WITH CHAPTER 64 - SIGNS, UNLESS OTHERWISE NOTED.
- PROPOSED SIGN LOCATIONS ARE APPROXIMATE. ACTUAL CONDITIONS MAY DICTATE PRECISE SIGN LOCATIONS.
- SIGNS WILL BE PERMITTED BY THE CITY OF ORLANDO.
- DIRECTIONAL SIGNAGE IS SUBJECT TO CITY CODE.
- SIGN ELEVATIONS ARE SHOWN FOR DIMENSIONS ONLY AND ARE SUBJECT TO CHANGE.
- NEIGHBORHOOD ID SIGN LOCATIONS ARE SUBJECT TO FINAL FLAT.
- DESIGN OF CUSTOM STREET AND REGULATORY SIGNS ARE BASED ON CITY APPROVAL.

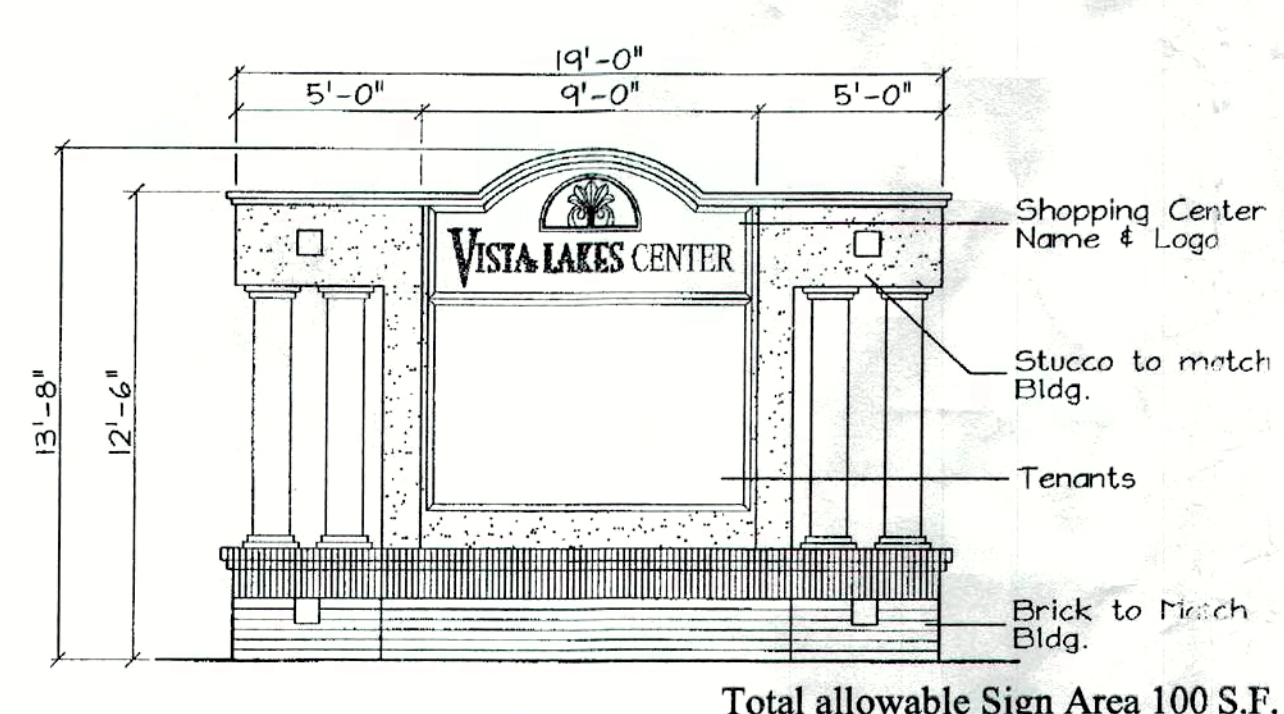
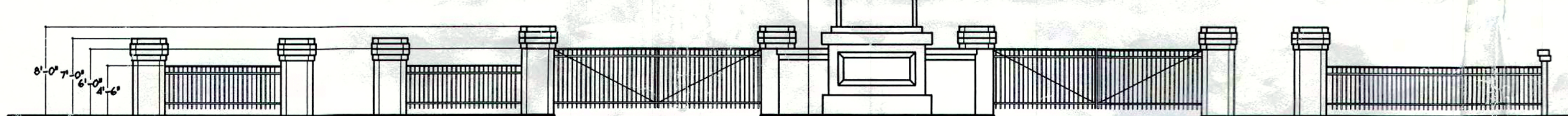
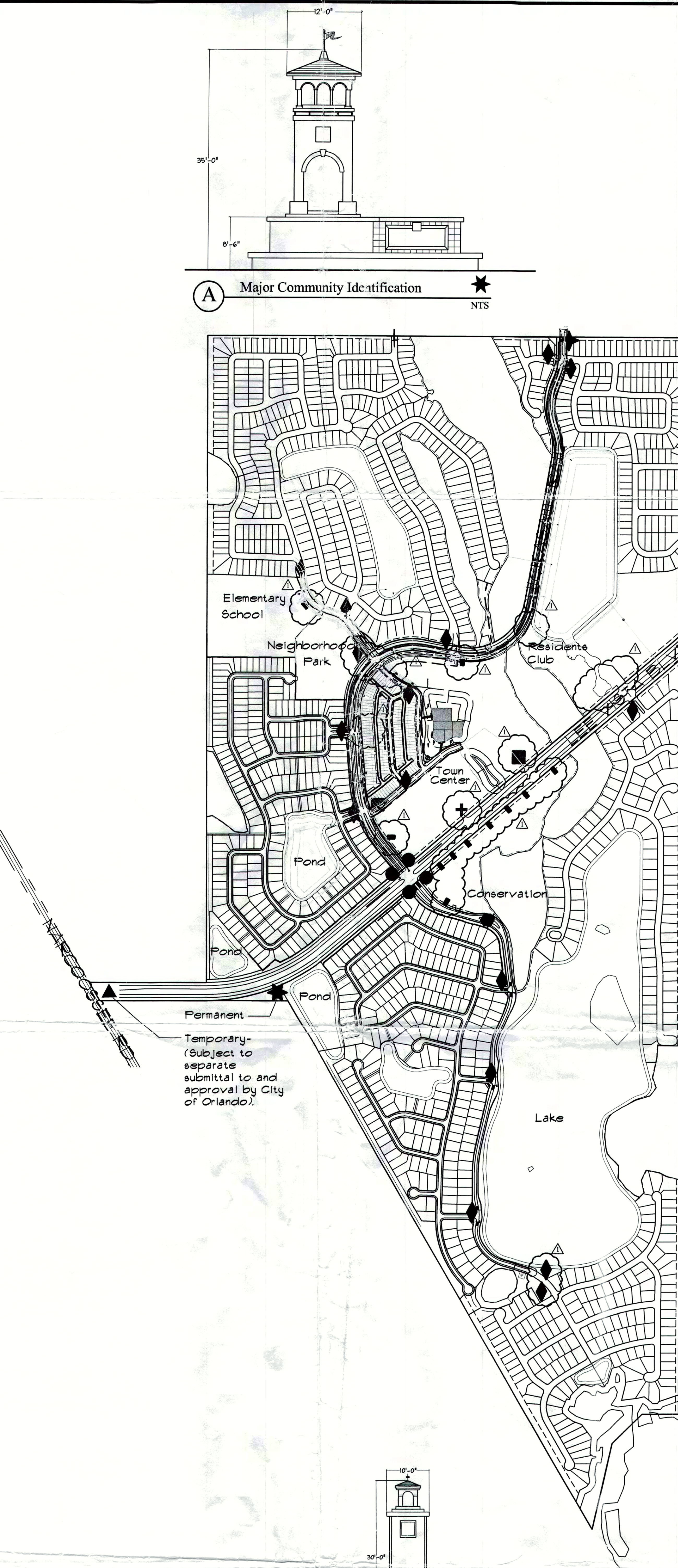
SIGNATURE BLOCK

This Amendment to the Master Plan for MPB Case ZON1999-00212 has been reviewed and found to be in compliance with the Amendment to the Master Plan approved by City Council on (date) (documentary number).

Acknowledged:

Planning Official's Signature

Date 7-17-2003



Total allowable Sign Area 100 S.F.

Attachment “C”

Survey Fee Proposal

February 19, 2021

Via E-mail: david@pegasusengineering.net

Mr. David W. Hamstra, P.E., CFM
Stormwater Department Manager
Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160

**RE: Vista Lakes Entrance Monument at Chickasaw Trail
8637 Hastings Beach Boulevard, Orlando, Florida 32829
Section 24, Township 23 South, Range 30 East, Orange County, Florida**

Dear Mr. Hamstra,

We are pleased to submit our proposal for Surveying Services on the above-referenced project.

SCOPE OF WORK:

Provide Surveying Services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I - Topographic Survey

1. Locate all improvements and utilities, as evidenced by above ground features, or as marked by the Utility Owners representative and SSMC personal in **Task II**.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish the location of the right-of-way lines based on a combination of sectional monumentation, existing right-of-way monumentation and a review of parcel descriptions as found on the Seminole County Property Appraisers Site.
4. Establish a minimum of two (2) site benchmarks relative to North American Vertical Datum of 1988 (NAVD88).
5. Horizontal control will be relative to Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83).
6. Topographic coverage will be limited to the area described as follows: bounded by the back of the curb and gutter along Chickasaw Trail, the existing brick wall associated with the Newport Subdivision monument structure, and the chain link fence associated with the existing wet pond.

TASK II - Utility Designation and Mast Arms

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines within the area outlined in yellow on the aerial exhibit provided by Pegasus Engineering, LLC via email on September 24, 2020.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.

Corporate Office

6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida

1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida

8641 Baypine Rd.
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

**Southwest Central
Florida**

10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida

10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida

119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida

2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama

355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

DELIVERABLE

The final product will be two (2) certified prints, and an electronic file for your use and a field drafted plan sheet or utility designation field sketch(s) as well as test hole reports/sketches of the project area reflecting all pertinent data for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **three (3) weeks** after receipt of a written notice to proceed.

Utility Terms and Conditions

It is understood that the Pegasus Engineering, LLC contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Pegasus Engineering, LLC will make available all plans and utility records that have been obtained for this site. However, the information provided by Pegasus Engineering, LLC is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Pegasus Engineering, LLC if there are any patently or reasonably identifiable defects in the documents.

Pegasus Engineering, LLC is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Pegasus Engineering, LLC.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Mr. David W. Hamstra, P.E., CFM
Vista Lakes Entrance Monument at Chickasaw Trail
February 19, 2021

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility Pegasus Engineering, LLC.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

TASK I – Topographic Survey:	\$ 1,832.00
TASK II – Subsurface Utility Designation:	\$ 1,335.00
Anticipated Total:	\$ 3,167.00

Credit Language

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

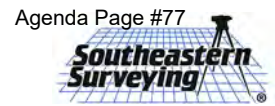
Sincerely,



Ryan E. Johnson, PSM
Project Manager

REJ:gac

Mr. David W. Hamstra, P.E., CFM
Vista Lakes Entrance Monument at Chickasaw Trail
February 19, 2021



If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)



EXHIBIT "A"

HOURLY RATES

Professional Surveyor & Mapper	\$143.00/per hour
Project Manager	\$143.00/per hour
Senior Technician	\$106.00/per hour
CAD Technician	\$ 95.00/per hour
2 Person Survey Field Crew	\$143.00/per hour
3 Person Survey Field Crew	\$181.00/per hour
4 Person Survey Field Crew	\$206.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$251.00/per hour

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- The correctness and completeness of any document which was prepared by another entity.
- The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- Site safety or construction quality, means, methods, or sequences.
- The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

COMPLETE AGREEMENT


This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Attachment “D”

Pegasus Engineering Fee Proposal

Vista Lakes


MANHOUR and FEE ESTIMATE
for
VISTA LAKES MONUMENT ENTRANCE STRUCTURE
COMMUNITY DEVELOPMENT DISTRICT Design and Permitting Services

Task Description (Effective Date : March 24, 2021)	Sr. Project Manager (Hamstra, P.E.)	Project Engineer (Whikehart, P.E.)	CADD / GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Schedule of Rates	\$185.00	\$150.00	\$85.00	\$50.00		
Prepare and Issue NTP Letters and Subconsultant Agreements	2			2	4	\$470.00
Coordinate with the Surveyor and Geotechnical Engineer	2				2	\$370.00
Conduct a Site Inspection to Check the Survey Drawings	4		1	1	6	\$875.00
Coordinate with the Monument Structure Contractor		4			4	\$600.00
Prepare a Preliminary Site Layout Plan		12	16		28	\$3,160.00
Prepare and Submit the Building Permit Application to the City	2	12	2	4	20	\$2,540.00
Address City Review Comments	2	8	4		14	\$1,910.00
Finalize the Site Layout Plan	1	8	12		21	\$2,405.00
Solicit Three (3) Bids / Quotes	2	4			6	\$970.00
Limited Post-Design Services	4	6			10	\$1,640.00
Conduct a Final Site Inspection	4	4			8	\$1,340.00
Project Administration	4			4	8	\$940.00
TOTAL HOURS	27	58	35	11	131	
TOTAL LABOR COSTS	\$4,995.00	\$8,700.00	\$2,975.00	\$550.00	\$17,220.00	\$17,220.00
PERCENT BREAKDOWN	29.0%	50.5%	17.3%	3.2%	100.0%	
<div><div></div><div><div>Breakdown in Fees</div><div>(1) Total Labor Costs (Pegasus Engineering) = \$17,220.00</div><div>(2) Reimbursable Expenses = \$280.00</div><div>(3) Topographic Survey (SSMC) = \$3,167.00</div><div>(4) Geotechnical Allowance = \$1,500.00</div></div></div>						
TOTAL FEES					=	\$22,167.00

5.A.iv.

PROJECT MEMORANDUM

To: Kristen Suit
District Manager
Inframark, Infrastructure Management Services

From: David Hamstra, P.E., CFM 
District Engineer

Date: March 24, 2021

Re: Vista Lakes Community Pembroke Privacy Wall

Subject: City of Orlando Permitting Requirements

The purpose of this project memorandum is to inform the CDD Board of Supervisors of the City of Orlando permitting requirements associated with the proposed foam stucco privacy wall between the Pembroke Subdivision and the off-site Vista Promenade development as well as the connections between Areas 1 and 2 (refer to Attachment “A” for the Pembroke Privacy Wall Location).

It should be pointed out that Mr. Scott Clark was able to record the signed Easement Agreement granting permission from the Vista Promenade owner to install a perpendicular fence between the existing Vista Promenade fence and the proposed Pembroke privacy fence (refer to Attachment “B” for the recorded easement document).

In addition, Pegasus Engineering received a topographic survey from Southeastern Surveying and Mapping Corporation (SSMC) that covers the majority of the area for the proposed privacy wall; however, the survey will need to be extended north to cover the connection point with the existing Pembroke privacy fence. A survey allowance has been budgeted to extend the topographic survey.

Pegasus Engineering spoke with a permitting technician at the City of Orlando and they provided the following information regarding the permitting procedures:

- The privacy wall will require a Building Permit (refer to Attachment “C” for the Building Permit application form). The subwork type (on Page 2 of the application) is “Fence”, with a description of the wall under work description including wall type, materials, etc.

- The Building Permit Application must have a notarized signature of both the contractor and the property owner.
- The permit application shall be submitted electronically to digitalpermits@cityoforlando.net and allow for 48 hours to process and create a new permit number.
- After the permit is processed and a permit number created, the construction plans must be uploaded to the City of Orlando Permitting Portal.
- Since the wall is for a residential community and not a single property owner, it is considered a Commercial Permit.
- After the construction plans are uploaded, the City will assign the project to the permit reviewers within 24 to 48 hours. It will likely be assigned to the Building Department, Site Engineering, maybe Transportation and potentially other departments.
- After assignment of reviewers, the City has 5 days to complete their review.

The following is the breakdown in the project fees:

- Pegasus Design and Permitting Services = \$16,000.00
- Topographic Survey = \$1,500.00
- City of Orlando Permitting Application Fee = Flat rate
- City of Orlando Permitting Inspection Fee = % of the construction costs
- Structural Engineering Design Plans (Fee provided by others)



Existing Vista Promenade Foam Stucco Wall



Existing Vista Lakes Wood Privacy Fence

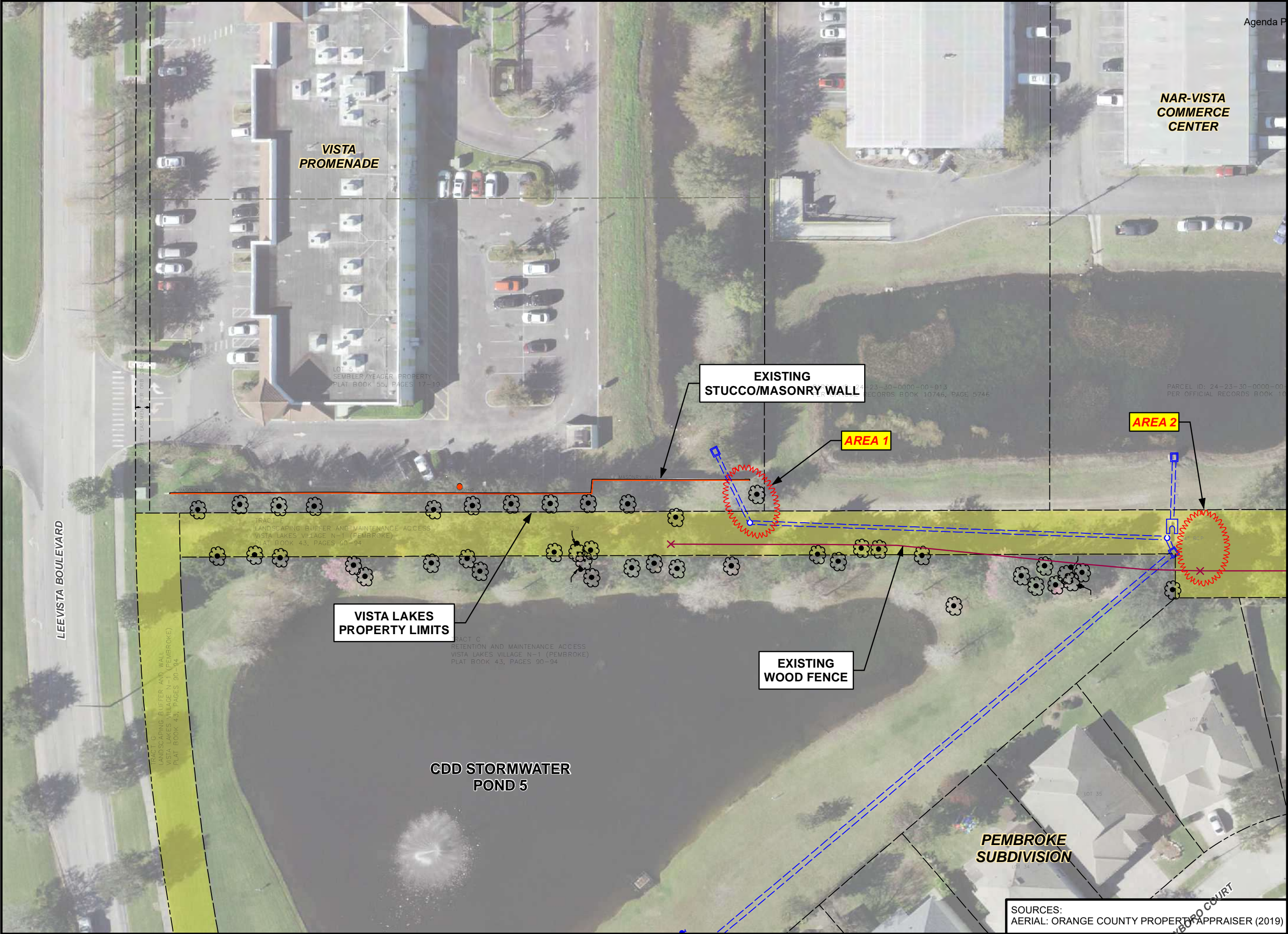
In closing, we respectfully request the Board's direction on if the CDD would like to move forward with survey services, preparing plans, and permitting services for the Vista Lakes Pembroke Privacy Wall.

END OF MEMO

cc: Beth Whikehart, Pegasus Engineering
Pegasus Project File MSC-22024

Attachment “A”

Location Map



**PEMBROKE SUBDIVISION
PROPOSED PRIVACY WALL**

**VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA**

Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: MSC-22024
DATE: 09-21-2020

FIGURE
1

SOURCES:
AERIAL: ORANGE COUNTY PROPERTY APPRAISER (2019)

Attachment “B”

Recorded
Easement Agreement

This instrument prepared by
and return recorded instrument to:

Scott D. Clark, Esq.
CLARK & ALBAUGH, LLP
700 W. Morse Boulevard, Suite 101
Winter Park, Florida 32789

The space above is reserved for recording.

PRIVACY WALL EASEMENT AGREEMENT

THIS PRIVACY WALL EASEMENT AGREEMENT is made and entered into on 12TH
FEBRUARY, 2021, by and between OVATION PROPERTIES, INC., a Florida For Profit
Corporation, whose address 1301 S. International Pkwy, Suite 1021, Lake Mary, FL 32746
(hereinafter "Ovation"), and VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT, a
local unit of special purpose government organized and existing in accordance with Chapter 190,
Florida Statutes, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter
"CDD").

WITNESSETH:

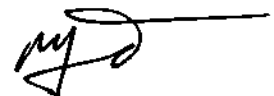
WHEREAS, Ovation owns certain real property described on Exhibit "A" attached hereto
and made a part hereof ("Easement Parcel"); and

WHEREAS, CDD is a local unit of special purpose government which exercises
community development powers pursuant to Chapter 190, Florida Statutes; and

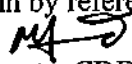
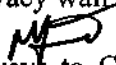
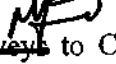
WHEREAS, CDD desires to construct a privacy wall (the "Wall") within the Easement
Parcel as part of its system of walls or fences which enclose the property within the boundaries of
the CDD; and

WHEREAS, Ovation and CDD desire to create such easements as are necessary for the
erection, use and maintenance of the Wall.

NOW THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Ovation and CDD agree as follows:



The space above is reserved for recording.

1. The foregoing recitals are incorporated herein by reference. 
2. Ovation grants, ~~bargains, sells and conveys~~ to CDD a temporary construction easement (the "Temporary Construction Easement") in, upon, over, across and through the Easement Parcel for the purpose of allowing CDD to enter upon the Easement Parcel and construct a privacy wall extension (the "Wall") along the Easement Parcel connecting with Ovations's existing wall, in the approximate location shown on Exhibit "A.". This temporary construction easement shall terminate upon the completion of the privacy wall along the Easement Parcel. 
3. Ovation grants, ~~bargains, sells and conveys~~ to CDD a perpetual easement (the "Wall Easement") in, upon, over, across and through the Easement Parcel for the purpose of allowing CDD to maintain the Wall along the Easement Parcel. 
4. CDD hereby agrees that it shall bear the entire cost of the construction and installation of the Wall and shall be solely responsible for maintenance, repair or replacement of the Wall from time to time.
5. The Wall shall be similar in design and material so that it blends with walls currently located along the Ovation's property of way on either side of the Easement Parcel. The CDD shall be responsible to obtain any permits or approvals necessary to construct the Wall.
6. All rights and obligations arising hereunder are appurtenances and covenants running with the title to the Easement Parcel and benefitting the lands contained within the CDD, and shall be binding and shall inure to the benefit of the parties and their respective successors in title.
7. In the event of a dispute concerning the obligations of the parties hereto, the prevailing party in any action arising therefrom shall be entitled to recover damages, including court costs and attorneys' fees, whether such fees be incurred before trial, during trial or on appeal.



The space above is reserved for recording.

8. CDD agrees to save harmless and defend Ovation, its officers, directors, board members, employees, agents, and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which Ovation, its officers, directors, board members, employees, agents, and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of CDD's construction or maintenance of the Wall to the extent allowable under section 768.28, Florida Statutes.

[signatures on following pages]

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line and a small circle.

The space above is reserved for recording.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first stated above.

Witnesses:

OVATION PROPERTIES, INC.

a Florida For Profit Corporation

[Signature]
Printed name: Josephine Irumudomon

By: [Signature]
Name: RICHARD O. IRUMUDOMON
Title: DIRECTOR

[Signature]
Printed name: JOSEPHINE IRUMUDOMON Address: 1301 S. International Pkwy, Suite 1021
Lake Mary, FL 32746

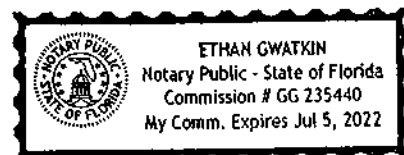
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on 2/12/21, 2020, by means of (check one) ☒ physical presence or ☐ online notarization, by Richard Irumudomon, as DIRECTOR, of **OVATION PROPERTIES, INC.**, a Florida For Profit Corporation, on its behalf.

[Signature]
Notary Public,
State of Florida at Large

 Personally Known
☒ Produced Identification
Type of ID Produced: FL Drivers License

(Seal)



The space above is reserved for recording.

Witnesses:

**VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT,**
a local unit of special purpose government
organized and existing in accordance with
Chapter 190, Florida Statutes

[Signature]
Printed name: Scott D. Clark

By: *[Signature]*
Name: Frank Sebastian
Title: CD Chairman

Printed name: _____

Address: 313 Campus Street
Celebration, FL 34747

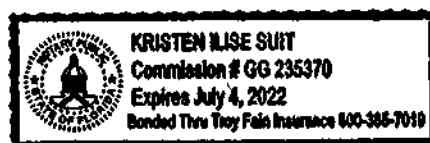
**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me on February 11 2021 by means of (check one) ☒ physical presence or ☐ online notarization, by Frank Sebastian, as CD Chairman, of **VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, on its behalf.

[Signature]
Notary Public,
State of Florida at Large

☒ Personally Known
☐ Produced Identification
Type of ID Produced: _____

(Seal)



The space above is reserved for recording.

EXHIBIT "A"

EASEMENT PARCEL

A handwritten signature in black ink, appearing to be "my" followed by a stylized flourish.

The space above is reserved for recording.



[Handwritten signature]

Attachment “C”

City of Orlando Building Permit Application

BUILDING PERMIT APPLICATION

Submit application to digitalpermits@cityoforlando.net

For efficient processing, please reference "New Permit" in the Subject Line



Date: _____

***Required Fields**

*Job Site Address or Parcel ID #: _____

*Digital Applicant/Primary Contact: _____ *Phone: _____

*Email: _____

*Job/Project Name: _____

*Property Owner Name: _____

*Property Owner Email: _____

*Address: _____

*Phone: _____

Business Owner Name: _____

Address: _____

*Phone: _____

Name: _____

Address: _____

Email: _____

Company Name: _____

Company Address: _____

*Phone: _____

Architect/Engineer's Name: _____

Email: _____

Address: _____

*Phone: _____

Bonding Company Name & Address: _____

Fee Simple Titleholder's Name & Address (if other than owner): _____

Mortgage Lender's Name & Address: _____

Will you be removing any trees on the property? Yes No

If yes, a [tree removal permit](#) is required. Have you already applied for one? Yes No

PROPERTY
CONTRACTOR
PROFESSIONALS
WORK DESCRIPTION
TREES

(SUBTYPE - SELECT ONE):

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> New | <input type="checkbox"/> Roof ² | <input type="checkbox"/> Billboard | <input type="checkbox"/> Dumpster Enclosure/Pad |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Accessory Structure | <input type="checkbox"/> Change of Use | LEED: <input type="checkbox"/> Certified |
| <input type="checkbox"/> Alteration ¹ | <input type="checkbox"/> Tent | <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Silver |
| <input type="checkbox"/> Site Work | <input type="checkbox"/> Repair/Replace ¹ | <input type="checkbox"/> Solar | <input type="checkbox"/> Gold |
| <input type="checkbox"/> Fence | <input type="checkbox"/> Sign | <input type="checkbox"/> Foundation Only | <input type="checkbox"/> Platinum |

¹Requires separate scope of work ²Requires Re-roofing Information form

*Total Sq. Ft of Tenant Space: _____ *Estimated Construction Cost: \$_____

Note: Owner furnished equipment and materials must be included in Estimated Construction Cost.

Related to Code Enforcement Action? ☐ Yes ☐ No

*Plan Review Type: ☐ Commercial ☐ Residential¹ (single family) ☐ Residential 2 (duplex)

☐ Residential 3 or more units ^a ☐ Detached Structure (ex: garage/apt, etc) Please explain in work description.

Company Name	State of Florida License # Reg/Cert	Card Holders Name
Elect. _____	_____	_____
Mech. _____	_____	_____
Plumb. _____	_____	_____
Gas. _____	_____	_____
Fire. _____	_____	_____

(PLEASE FILL OUT THIS SECTION FOR SIGN PERMITS ONLY)

Building Frontage (Ft): _____	Primary _____	Secondary _____	Third _____	Fourth _____
Sign Type ³	Electric? (Y/N)	Test Lab #	Sign Area (SqFt)	Existing or Proposed?
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

³Awning, Billboard, Construction, Ground/Pole, Marquee, Menu, Monument, Other, Political Campaign, Projecting, Real Estate, Trailer, Wall, Window (identify existing and proposed signs)

Deck Area (SqFt): _____ Fenced? (Y/N) _____ Screened? (Y/N) _____ Overhead Power Distance (Ft): _____

Length (Ft): _____ Width (Ft): _____ Area (SqFt): _____ In Use From: _____ To: # of Tents: _____

⁴Flame Retardant Certificate Required

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in the City of Orlando. I understand that a separate permit must be secured for MECHANICAL, ELECTRICAL, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.



WARNING TO OWNER

YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. IF THE ESTIMATED COST OF THIS JOB IS GREATER THAN \$2,500 A CERTIFIED COPY OF THE RECORDED NOTICE OF COMMENCEMENT MUST BE FILED WITH PERMITTING SERVICES PRIOR TO SCHEDULING YOUR FIRST INSPECTION.

If you are not the owner of the property being permitted, you must, by law (FS 713.135 (c)) promise to inform the fee simple titleholder that the property in question is being subjected to possible liens and/or attachment.

Property Address: _____ Phone: _____
 Permit #: _____ (if applicable)

*Property Owner Signature _____ Date: _____

Print Name _____ (Owner)

STATE OF FLORIDA, COUNTY OF _____

SWORN to and subscribed freely and voluntarily for the purpose therein expressed before me by _____, known to me to be the person described in and who executed the foregoing. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 201____.

 Notary Public Signature

Print Name: _____ My Commission Expires: _____

*Contractor Signature _____ Date: _____

Print Name _____ (Contractor)

STATE OF FLORIDA, COUNTY OF _____

SWORN to and subscribed freely and voluntarily for the purpose therein expressed before me by _____, known to me to be the person described in and who executed the foregoing. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 201____.

 Notary Public Signature

Print Name: _____ My Commission Expires: _____

CERTIFICATE OF COMPETENCY HOLDER

Contractor's State Certification or Registration No. _____

Contractor's Certificate of Competency No. _____

OWNER'S ELECTRONIC SUBMISSION STATEMENT:

Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct.

For plan review status, inspection scheduling/results and other permitting information, visit online at cityoforlando.net/permits or please call "PROMPT", our Interactive Voice Response system at 407.246.4444.




PROPERTY OWNER

CONTRACTOR

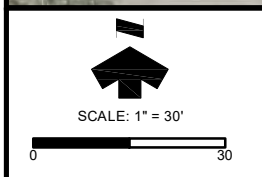
Attachment “D”

Pegasus Engineering Proposal

MANHOUR and FEE ESTIMATE
for
VISTA LAKES PEMBROKE PRIVACY WALL
Design and Permitting Services

Task Description (Effective Date : March 24, 2021)	Sr. Project Manager (Hamstra, P.E.)	Project Engineer (Whikehart, P.E.)	CADD / GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Schedule of Rates	\$185.00	\$150.00	\$85.00	\$50.00		
Prepare and Issue NTP Letter and Subconsultant Agreement	2			2	4	\$470.00
Coordinate with the Surveyor	2				2	\$370.00
Conduct a Site Inspection to Check the Survey Drawings	4		1	1	6	\$875.00
Coordinate with the Fence Contractors		4			4	\$600.00
Prepare a Preliminary Site Layout Plan		8	16		24	\$2,560.00
Prepare and Submit the Building Permit Application to the City	2	12	2	4	20	\$2,540.00
Address City Review Comments	2	8	4		14	\$1,910.00
Finalize the Site Layout Plan	1	6	8		15	\$1,765.00
Solicit Three (3) Bids / Quotes	2	4			6	\$970.00
Limited Post-Design Services	4	4			8	\$1,340.00
Conduct a Final Site Inspection	4	4			8	\$1,340.00
Project Administration	4			4	8	\$940.00
TOTAL HOURS	27	50	31	11	119	
TOTAL LABOR COSTS	\$4,995.00	\$7,500.00	\$2,635.00	\$550.00	\$15,680.00	\$15,680.00
PERCENT BREAKDOWN	31.9%	47.8%	16.8%	3.5%	100.0%	
<div>  <div> <p>Breakdown in Fees</p> <p>(1) Total Labor Costs (Pegasus Engineering) = \$15,680.00</p> <p>(2) Reimbursable Expenses = \$320.00</p> <p>(3) Topographic Survey (SSMC) = \$1,500.00</p> </div> </div>						
TOTAL FEES					=	\$17,500.00

5.A.v.



 **Pegasus**
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

5619 FLORENCE HARBOR DRIVE
VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

JOB NO.: MSC-22024
DATE: 02/26/2021
FIGURE
1

PROJECT INFORMATION	
Project Name:	Vista Lakes CDD Newport Subdivision
Location:	5619 Florence Harbor Drive
Inspection Date:	March 9, 2021

Photograph No.
1
Photographer Location:
Northeast corner of property
Direction Photo was taken:
Facing south
Comments:
Existing fill slope associated with rear yard.



Photograph No.
2
Photographer Location:
Northeast corner of property
Direction Photo was taken:
Facing west
Comments:
Existing fill slope associated with side yard.



PROJECT INFORMATION	
Project Name:	Vista Lakes CDD Newport Subdivision
Location:	5619 Florence Harbor Drive
Inspection Date:	March 9, 2021

Photograph No.
3
Photographer Location:
Northeast corner of house
Direction Photo was taken:
Facing north
Comments:
Existing erosion wash-out associated with fill slope.



Photograph No.
4
Photographer Location:
Northeast corner of house
Direction Photo was taken:
Facing west
Comments:
Existing fill slope lacks proper vegetative cover.



PROJECT INFORMATION	
Project Name:	Vista Lakes CDD Newport Subdivision
Location:	5619 Florence Harbor Drive
Inspection Date:	March 9, 2021

Photograph No.
5
Photographer Location:
Northwest corner of house
Direction Photo was taken:
Facing west
Comments:
Existing erosion wash-out associated with fill slope.



Photograph No.
6
Photographer Location:
Northwest corner of house
Direction Photo was taken:
Facing east
Comments:
Existing fill slope associated with side yard.



PROJECT INFORMATION	
Project Name:	Vista Lakes CDD Newport Subdivision
Location:	5619 Florence Harbor Drive
Inspection Date:	March 9, 2021

Photograph No.
7
Photographer Location:
Northwest corner of house
Direction Photo was taken:
Facing east
Comments:
Existing fill slope lacks proper vegetative cover.



Photograph No.
8
Photographer Location:
Northwest corner of property
Direction Photo was taken:
Facing east
Comments:
Based on review of the lot survey the fill slope appears to fall within the CDD limits.



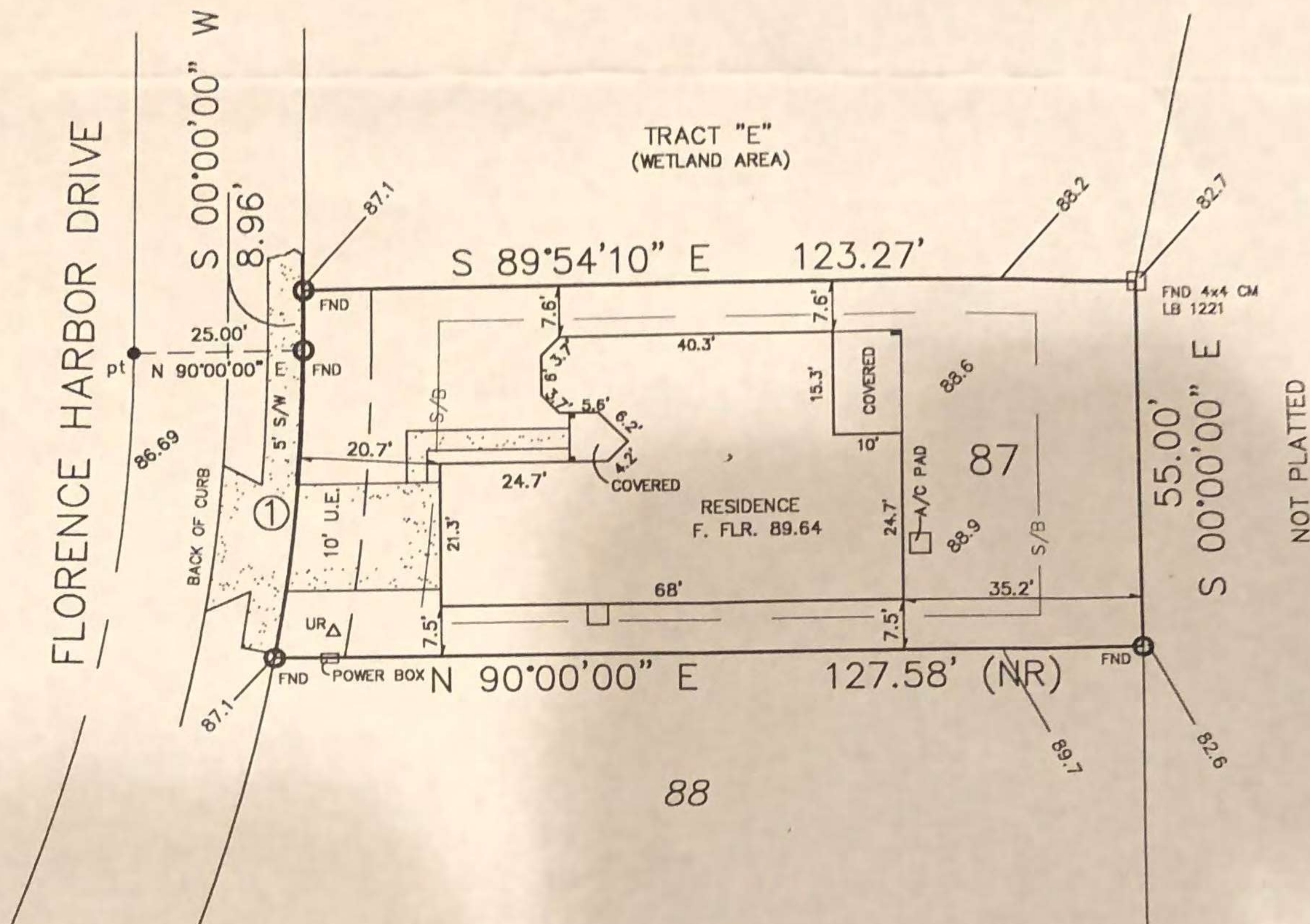
PROJECT INFORMATION	
Project Name:	Vista Lakes CDD Newport Subdivision
Location:	5619 Florence Harbor Drive
Inspection Date:	March 9, 2021

Photograph No.
9
Photographer Location:
Northwest corner of property
Direction Photo was taken:
Facing east
Comments:
Based on review of the lot survey the fill slope appears to fall within the CDD limits.



LOT 87 VISTA LAKES VILLAGES N-8 & N-9 (NEWPORT)

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 53,
PAGES 71 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,
CITY OF ORLANDO.



BUILDING SETBACKS:
FRONT = 20'
REAR = 15'
SIDE = 5'
CORNER = 15' IF ABUTTING NEIGHBOR'S FRONT
CORNER = 10' IF NOT ABUTTING NEIGHBORS' FRONT
MIN. LOT WIDTH = 50'

NOTES: LOT DRAINAGE TYPE: "MOD A"

ROOF OVERHANGS & FOOTERS HAVE NOT BEEN LOCATED.
NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.
BUILDING TIES ARE NOT TO BE USED TO CONSTRUCT DEED OR PLATTED LINES.

THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, USES, OWNERSHIP OR MATTERS OF RECORD BY THIS FIRM.
THE RELATIVE ACCURACY OF FIELD MEASURED CONTROL EXCEEDS 1 FOOT IN 15,000 FEET.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS ARE BASED UPON THE CENTERLINE OF FLORENCE HARBOR DRIVE PER RECORD PLAT, HAVING A BEARING OF S 00°00'00" W.

BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED AND PER RECORDED PLAT UNLESS OTHERWISE NOTED

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN ZONE "A & X" PER F.I.R.M. MAP PANEL NO. 12085C0435 E, DATED DECEMBER 6, 2000. THE FLOOD INSURANCE RATE MAP IS NOT A SURVEY. FLOOD ZONE DETERMINATION IS AN OPINION ONLY.

ELEVATIONS, IF SHOWN, ARE BASED ON ORANGE COUNTY DATUM. (NGVD 29)

CERTIFIED TO:

BRENDAN O'BRIEN
P. JOAN TRAPP
RYLAND GROUP, INC.
RYLAND MORTGAGE COMPANY
RYLAND TITLE COMPANY
FIRST AMERICAN TITLE INSURANCE CO.

REVISED CERTIFICATIONS 6-3-2004

① Δ = 10°39'41"
R = 250.00'
L = 46.52'
CB = S05°19'51"W

- - INDICATES 18" - 5/8" REBAR & CAP (LB 6767) UNLESS NOTED OTHERWISE
- - INDICATES PERMANENT CONTROL POINT
- - INDICATES CONC. MON. / PRM

LEGEND

S/B	= BUILDING SETBACK	L.E.	= LANDSCAPE EASEMENT
MAINT	= MAINTENANCE	D.E.	= DRAINAGE EASEMENT
UTIL	= UTILITY	U.E.	= UTILITY EASEMENT
CONC.	= CONCRETE	I.P.	= IRON PIPE
CM	= CONCRETE MONUMENT	R/C	= ROD AND CAP
F.FLR.	= FINISHED FLOOR	I.R.	= IRON ROD
BLK.	= BLOCK	N/D	= NAIL & DISK
WM	= WATER METER	FND.	= FOUND
ESMT.	= EASEMENT	REC.	= RECOVERED
MON.	= MONUMENT	R/W	= RIGHT OF WAY
TRANS.	= TRANSFORMER	R.	= RADIAL
TEL	= TELEPHONE	N.R.	= NON-RADIAL
SQ.FT.	= SQUARE FEET	CL	= CENTERLINE
TYP.	= TYPICAL	PC	= POINT OF CURVATURE
PB.	= PLAT BOOK	PT	= POINT OF TANGENCY
PG.	= PAGE	PI	= POINT OF INTERSECTION
P	= PLAT DISTANCE	A	= ARC
M	= MEASURED DISTANCE	L	= LENGTH
C	= CALCULATED	CB	= CHORD BEARING
U.R.	= UTILITY RISER	S/W	= SIDEWALK
P.O.L.	= POINT ON LINE	A/C	= AIR CONDITIONER
NGVD	= NATIONAL GEODETTIC VERTICAL DATUM		
PCP	= PERMANENT CONTROL POINT		
PRM	= PERMANENT REFERENCE MONUMENT		
PCC	= POINT OF COMPOUND CURVATURE		
CATV	= UNDERGROUND CABLE RISER		

I CERTIFY THAT THIS MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CERTIFIED FOR: ASSOCIATED LAND SURVEYING & MAPPING, INC.

[Signature]

DAVID M. McDERMOTT
FLORIDA REGISTERED SURVEYOR AND MAPPER
CERTIFICATE NO. 4779

PREPARED FOR

Ryland Homes

PREPARED BY

**Associated Land Surveying
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 110
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: (407) 869-5002-FAX: (407) 869-8393

Certificate of Authorization Number: LB 6767 EMAIL: als@alms.net

BOUNDARY SURVEY 2-13-2004

FORMBOARD LOCATION 2-28-2004

FOUNDATION 3-4-2004

FINAL BOUNDARY SURVEY 5-13-2004

SCALE: 1" = 30'

JOB NO. 01090

5.A.vi.

David Hamstra

From: David Hamstra
Sent: Monday, March 1, 2021 6:26 PM
To: fsebestyen@vistolakescdd.org
Subject: Windsor Subdivision Wall
Attachments: 5.A.vii - Vista Lakes_Windsor - Permitting Memo Replace Existing Wood Fence.pdf

Good Evening Frank,

Based on the attached Project Memorandum we prepared for the 02/11/21 CDD Board of Supervisors Meeting, the total length of wood fence to be removed and replaced with the 6-foot high foam core wall with stucco finish is 1,850 feet. The width of the Encore Apartments parcel is approximately 500 feet, or roughly **27%** of the total length of wall to be replaced.

Based on our conceptual cost estimate, the cost to install the 6-foot high foam core wall with stucco finish is **\$295,500** (which includes a 10% contingency).

Lastly, the Encore's share to cover the cost of the wall along their property should be 27% of \$295,000 which equates to \$79,775, or roughly **\$80,000**.

Feel free to call me on my cell phone (**407-247-0003**) if you have any questions.


Respectfully,

David W. Hamstra, P.E., CFM
Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net



PROJECT MEMORANDUM

To: Kristen Suit
District Manager
Inframark, Infrastructure Management Services

From: David Hamstra, P.E., CFM 
District Engineer

Date: February 3, 2021

Re: Vista Lakes Community | Windsor Subdivision

Subject: Replace Existing Wood Fence

The purpose of this project memorandum is to inform the CDD Board of Supervisors of the approximate costs to remove the existing wood fence along the west side of the Windsor Subdivision and replace with a foam core wall with a stucco finish. More specifically, to remove the wood fence between the Lake Carlisle Boulevard cul-de-sac and the Chelsea Harbour Drive cul-de-sac (refer to Attachment “A” for a location map). The total distance to replace the wood fence is approximately 1,850 linear feet.

Pegasus Engineering has contacted and received quotes from Royal Foam US providing estimates for a 6-foot and 8-foot high foam core walls with a stucco finish (refer to Attachments “B” and “C”, respectively). The following are the conceptual costs for materials and installation for both wall heights.

6-foot High Security Fence (EPS Foam Core with Stucco Finish)

- Fence = 1,850 lf x (\$72 fence + \$35 installation) = \$197,950
- Sod = \$5 sy x 1,850 lf x 20 lf / (9 sf / sy) = \$20,600
- Landscape / irrigation = \$20,000 (assumed)
- Tree trimming / root removal = \$30,000 (assumed)
- **Total Conceptual Cost = \$268,600**

8-foot High Security Fence (EPS Foam Core with Stucco Finish)

- Fence = 1,850 lf x (\$86 fence + \$35 installation) = \$223,850
- Sod = \$5 sy x 1,850 lf x 20 lf / (9 sf / sy) = \$20,600
- Landscape / irrigation = \$20,000 (assumed)
- Tree trimming / root removal = \$30,000 (assumed)
- **Total Conceptual Cost = \$294,500**



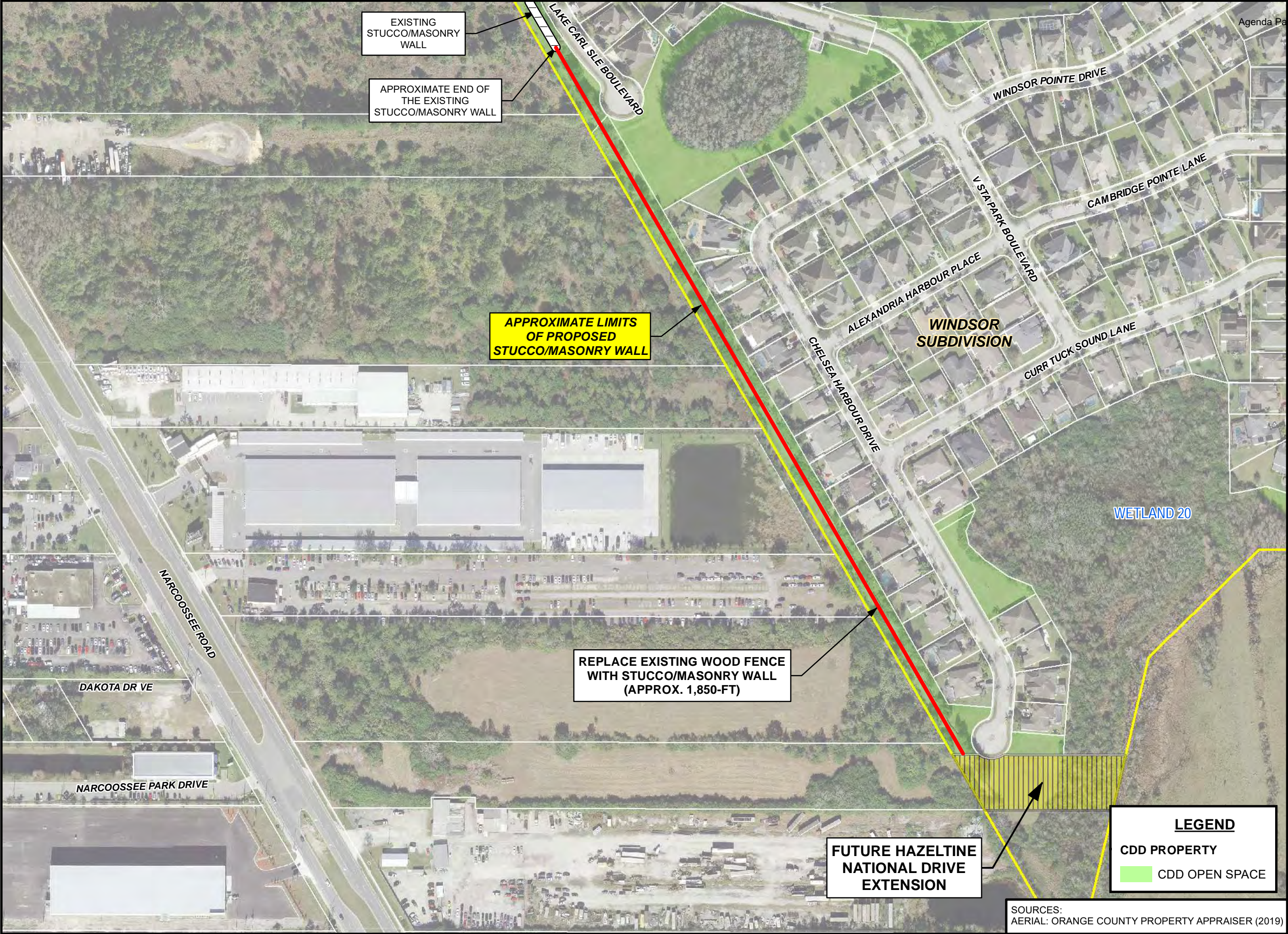
In closing, we respectfully request the Board's direction on whether the CDD would like to move forward with permitting and preparing plans for the replacement of the existing wood fence in order to solicit bids.

END OF MEMO

cc: Beth Whitehart, Pegasus Engineering
Pegasus Project File MSC-22024

Attachment “A”

Location Map



Agenda Page #116

SCALE: 1" = 200'

0 200

VISTA LAKES

**WINDSOR SUBDIVISION
REPLACE WOOD FENCE**

VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: MSC-22024
DATE: 09-21-2020

FIGURE
1

SOURCES:
AERIAL: ORANGE COUNTY PROPERTY APPRAISER (2019)

Attachment “B”

Estimate for 6-foot High
Security Fence



ROYAL FOAM US

4225 James E Casey Dr., Unit 5
 Jacksonville, FL 32219-3083
 904.345.5400 904.345.5401
 info@royalfoam.us www.royalfoam.us
 www.DecorativeArchitecturalShapes.com

Agenda Page #118

Estimate

Date	Estimate #
10/8/2020	5970 i ac

Name / Address	Project	Terms
Pegasus Engineering Beth Whitehart Winter Springs, FL	Windsor Subdivision	75% Prepay,...
		Rep
		IR

No.	Description	Units	Qty	Rate	Total
1	Architectural Stucco Fence (see drawings and photos from the job site) Panel: 6' tall x 6" deep Foam 1.0 Density + HC 15 mil thick + Stucco Finish PVC Sleeve installed, posts, column caps. Galvanized pipes (included) Custom design solutions (included) Prepainted prefabricated fence sections EPS Foam Core with poliurea hard coat Stucco finish, Color of customer's choice Lead Time 2 months Installation NOT Included FREE DELIVERY TO Orlando, FL Installation of the fence \$35/ LF x1850 LF, provided by others	Ln Ft	1,850	72.00	133,200.00T

Subtotal	\$133,200.00
Sales Tax (7.0%)	\$9,324.00
Total	\$142,524.00

Signature _____

Attachment “C”

Estimate for 8-foot High
Security Fence



ROYAL FOAM US

4225 James E Casey Dr., Unit 5
 Jacksonville, FL 32219-3083
 904.345.5400 904.345.5401
 info@royalfoam.us www.royalfoam.us
 www.DecorativeArchitecturalShapes.com

Agenda Page #120

Estimate

Date	Estimate #
10/8/2020	5969 i ac

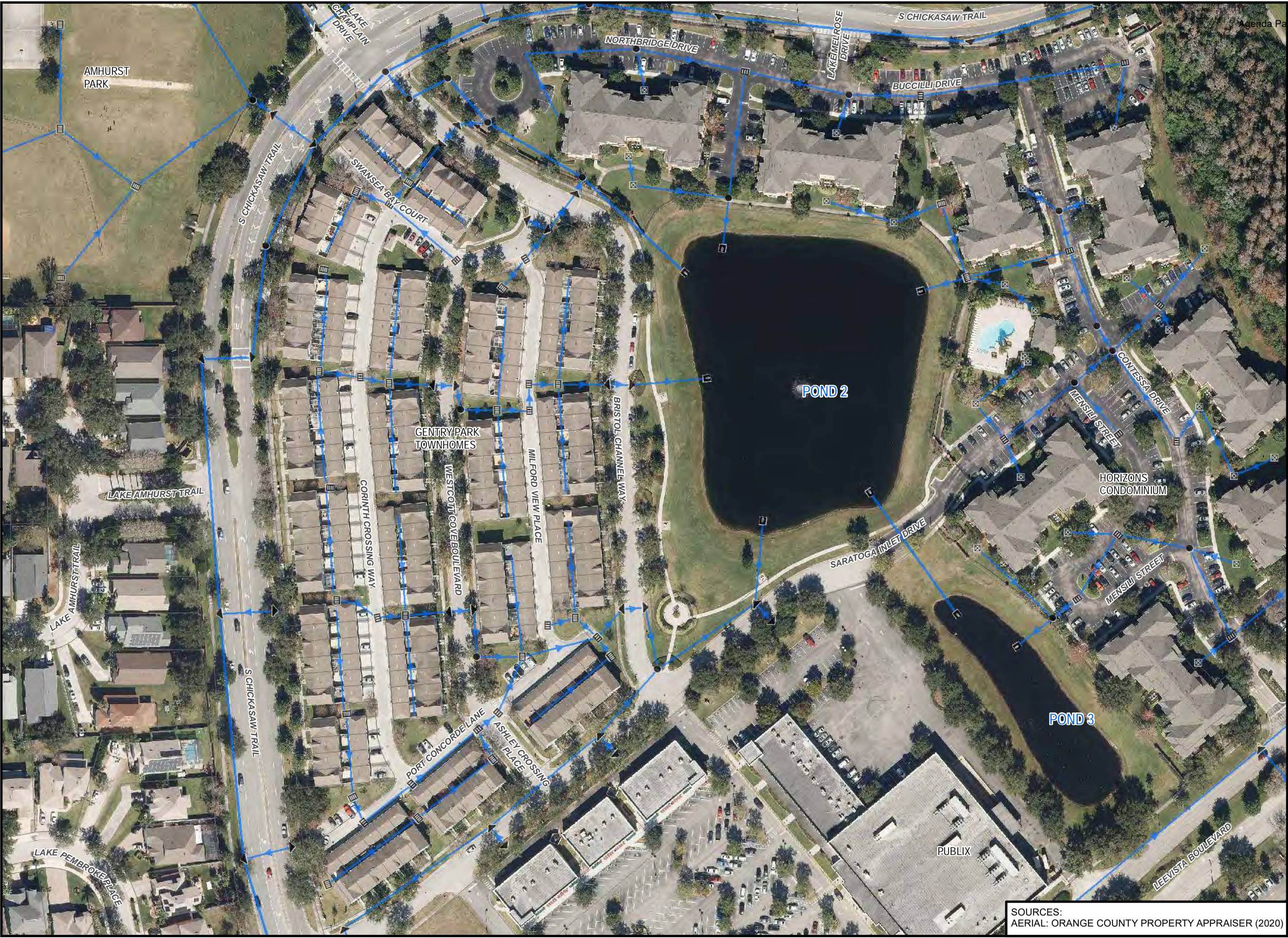
Name / Address	Project	Terms
Pegasus Engineering Beth Whitehart Winter Springs, FL		75% Prepay,...
		Rep
		IR

No.	Description	Units	Qty	Rate	Total
1	Architectural Stucco Fence (see photos and drawings of job site) Panel: 8' tall x 6" deep Foam 1.0 Density + HC 15 mil thick + Stucco Finish PVC Sleeve installed, posts, column caps. Galvanized pipes (included) Custom design solutions (included) Prepainted prefabricated fence sections EPS Foam Core with poliurea hard coat Stucco finish, Color of customer's choice Lead Time 2 months Installation NOT Included FREE DELIVERY to Orlando Installation of the fence \$35/ LF x1850 LF, provided by others	Ln Ft	1,850	86.00	159,100.00T

Subtotal	\$159,100.00
Sales Tax (7.0%)	\$11,137.00
Total	\$170,237.00

Signature _____

5.A.vii.



VISTA LAKES TOWN CENTER

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST,

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SHEET 1 OF 8

PLAT BOOK 51 PAGE 7

LEGAL DESCRIPTION

A PORTION OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

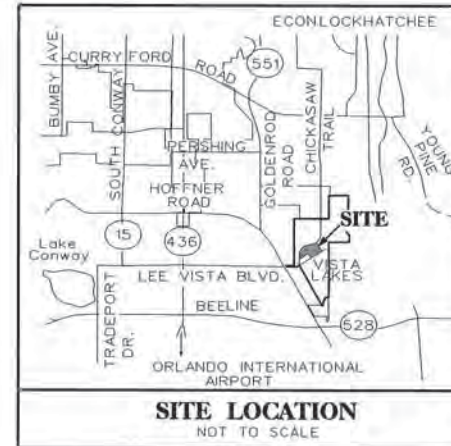
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°01'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 462.25 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°58'05"W, A DISTANCE OF 810.55 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEE VISTA BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 3218, ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE S50°07'53"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 985.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N39°52'07"W, A DISTANCE OF 300.50 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 35°33'34" AND A RADIUS OF 45.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 35°33'34" AND A RADIUS OF 66.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.96 FEET TO THE POINT OF TANGENCY; THENCE N39°52'07"W, A DISTANCE OF 84.20 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 60°15'32" AND A RADIUS OF 45.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 14°16'28" AND A RADIUS OF 175.00 FEET; THENCE FROM A TANGENT BEARING OF S58°45'54"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.60 FEET TO THE POINT OF TANGENCY; THENCE S73°02'22"W, A DISTANCE OF 56.90 FEET; THENCE S50°07'53"W, A DISTANCE OF 829.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHICKASAW TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 3222, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 18°40'55" AND A RADIUS OF 800.00 FEET; THENCE DEPARTING THE NORTH LINE OF SAID VISTA LAKES TOWN CENTER-A, AND FROM A TANGENT BEARING OF N23°15'06"W, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 260.85 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, FOR THE FOLLOWING COURSES AND DISTANCES; THENCE N04°34'11"W, A DISTANCE OF 597.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 100°59'01" AND A RADIUS OF 450.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 793.12 FEET TO THE POINT OF TANGENCY; THENCE S83°35'10"E, A DISTANCE OF 367.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 53°19'17" AND A RADIUS OF 535.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 497.89 FEET THE NORTHWESTERLY CORNER OF VISTA LAKES AMENITIES CENTER, AS RECORDED IN PLAT BOOK 44, PAGES 81 - 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID VISTA LAKES AMENITIES CENTER; THENCE S36°48'39"E, A DISTANCE OF 20.17 FEET; THENCE S05°21'03"E, A DISTANCE OF 71.46 FEET; THENCE S17°02'46"E, A DISTANCE OF 64.35 FEET; THENCE S35°02'44"E, A DISTANCE OF 87.76 FEET; THENCE S51°18'09"E, A DISTANCE OF 74.84 FEET; THENCE N89°07'00"E, A DISTANCE OF 64.04 FEET; THENCE S83°11'33"E, A DISTANCE OF 43.69 FEET; THENCE S47°36'22"E, A DISTANCE OF 96.55 FEET; THENCE S42°22'50"E, A DISTANCE OF 89.73 FEET; THENCE S32°05'20"E, A DISTANCE OF 73.99 FEET; THENCE S33°17'56"E, A DISTANCE OF 76.46 FEET; THENCE S33°03'47"E, A DISTANCE OF 93.85 FEET; THENCE S39°40'24"E, A DISTANCE OF 68.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.069 ACRES, MORE OR LESS.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



SITE LOCATION
NOT TO SCALE

DEDICATION VISTA LAKES TOWN CENTER

KNOW ALL MEN BY THESE PRESENTS, That the limited partnership named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes herein expressed. A non-exclusive utility easement through, over, under and across Tracts EE, Z and all utility easements as shown hereon, is hereby dedicated for use by all public utilities for the purpose of constructing, maintaining, and replacing their respective facilities and servicing the lands encompassed by this plat.

IN WITNESS WHEREOF, TERRABROOK VISTA LAKES, L.P., has caused these presents to be signed and attested to or witnessed by the officer named below on the 24 day of MAY, 2002.

TERRABROOK VISTA LAKES, L.P.

By: Western Management, L.L.C.

Authorized Representative

By: Thomas S. Liebrecht

Assistant Vice President

Witnesses:

P.A. Treat

(signature of witness)

P.A. TREAT

(printed name)

Virginia Otero

(signature of witness)

VIRGINIA OTERO

(printed name)

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on May 24, 2002 before me, an officer duly authorized to take acknowledgments in the State and County of Florida, personally appeared Thomas S. Liebrecht, Assistant Vice President of Western Management, L.L.C., authorized representative of the above named limited partnership, organized under the laws of the State of Delaware, who did not take an oath and who is personally known by me to be the individual and officer described in and who executed the foregoing dedication and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the said dedication is the act and deed of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the above date.

Allison A. Brunetto

NOTARY PUBLIC

Allison A. Brunetto

(print name)

7-30-05

My Commission Expires:

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes and that said land is located in the City of Orlando, Orange County, Florida.

Dated: 5-24-02

Registration No. 4972

Signed: Sandra V. Ball

Bowyer-Singleton & Associates

520 South Magnolia Avenue

Orlando, Florida 32801

Certification of Authorization No. LB1221

CERTIFICATE OF APPROVAL BY COUNTY COMPTROLLER

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on 6/18/02 at File No.

Martha C. Haynes

County Comptroller

in and for Orange County, Florida

BY: Catherine R. Olson

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177, Florida Statutes.

Joseph M. Stokes

City Surveyor

Date: 6/10/02

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on January 24, 2002 the ORLANDO CITY COUNCIL approved the foregoing plat.

Attest: Betty T. Wynn

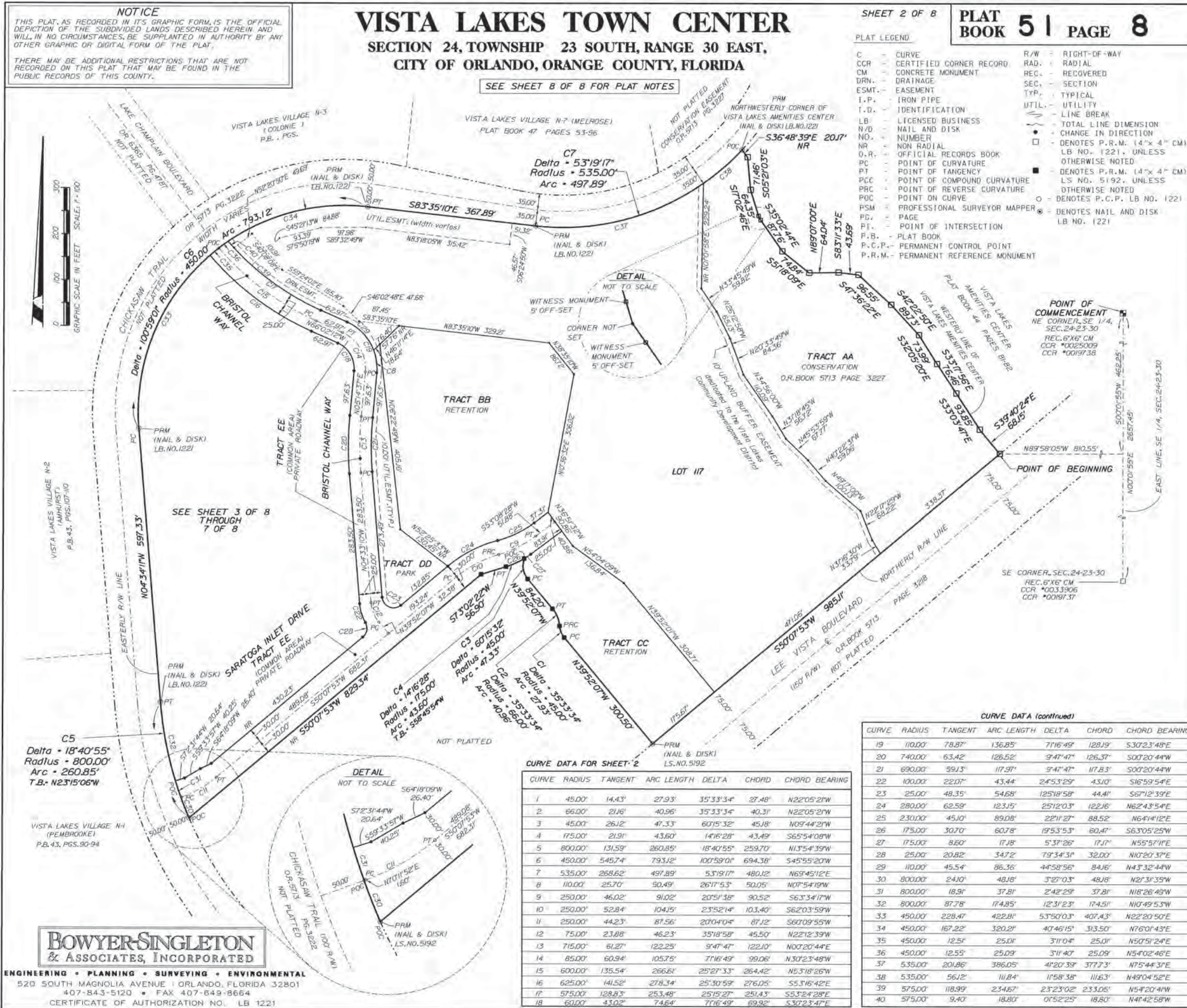
CITY CLERK

CERTIFICATE OF APPROVAL BY MUNICIPAL PLANNING BOARD

THIS IS TO CERTIFY, that on November 16, 1999 the PLANNING BOARD of the above Municipality approved the foregoing plat.

Chairman

**BOWYER-SINGLETON
& ASSOCIATES, INCORPORATED**
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5120 • FAX 407-649-8664
CERTIFICATE OF AUTHORIZATION NO. LB 1221



BOWYER-SINGLETON & ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5120 • FAX 407-649-8664
CERTIFICATE OF AUTHORIZATION NO. LB 1221

VLMWAPPY.DWG

VISTA LAKES TOWN CENTER

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST,
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

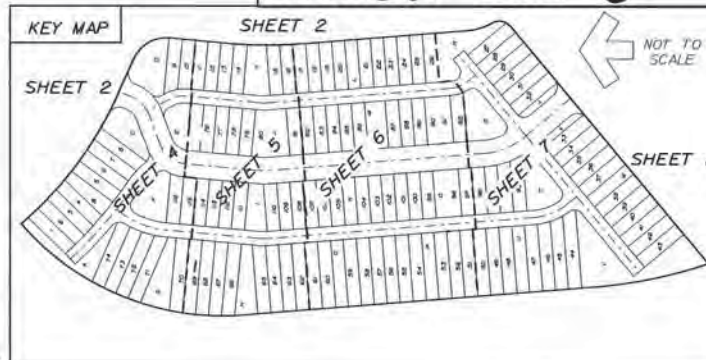
SHEET 3 OF 8

PLAT
BOOK **51** PAGE **9**

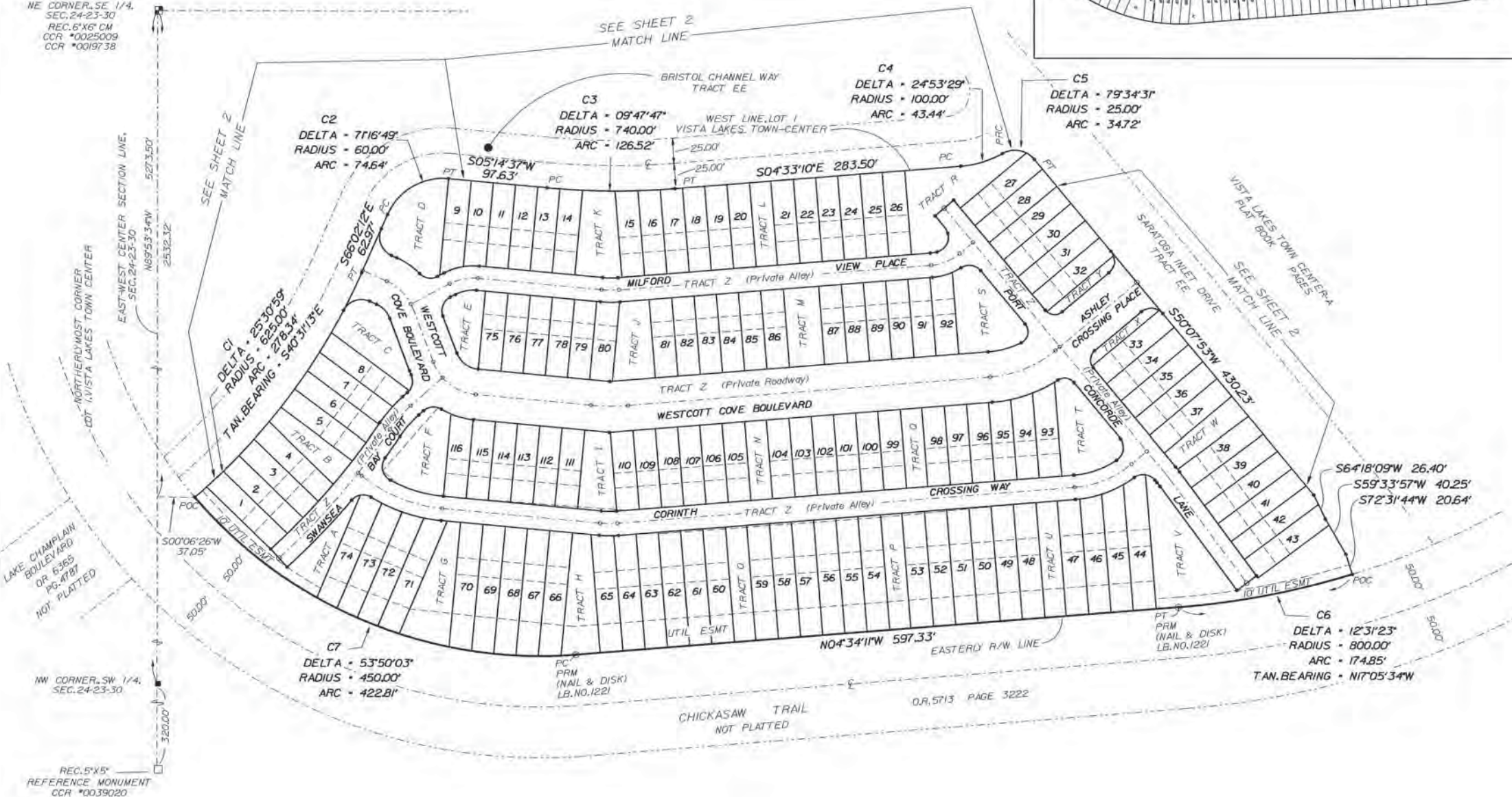


SEE SHEET 8 OF 8 FOR PLAT NOTES

FOR LOT DETAILS SEE SHEETS 4 THRU 7



NE CORNER, SE 1/4,
SEC. 24-23-30
REC. 6"x6" CM
CCR #0025009
CCR #0019738



PLAT LEGEND

C - CURVE
CCR - CERTIFIED CORNER RECORD
CM - CONCRETE MONUMENT
DRN. - DRAINAGE
ESMT. - EASEMENT
I.P. - IRON PIPE
I.D. - IDENTIFICATION
LB - LICENSED BUSINESS
N/D - NAIL AND DISK
NO. - NUMBER
NR - NON RADIAL
O.R. - OFFICIAL RECORDS BOOK
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
PCC - POINT OF COMPOUND CURVATURE
PRC - POINT OF REVERSE CURVATURE
POC - POINT ON CURVE
PSM - PROFESSIONAL SURVEYOR MAPPER

PG. - PAGE
P.I. - POINT OF INTERSECTION
P.B. - PLAT BOOK
P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
RAD. - RADIAL
REC. - RECOVERED
SEC. - SECTION
TYP. - TYPICAL
UTIL. - UTILITY
— - LINE BREAK
— - TOTAL LINE DIMENSION
• - CHANGE IN DIRECTION
□ - DENOTES P.R.M. (4"x4" CM) LB. NO. 1221, UNLESS OTHERWISE NOTED
○ - DENOTES P.C.P. LB. NO. 1221
● - DENOTES NAIL AND DISK LB. NO. 1221

CURVE DATA FOR SHEET 3

CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	CHORD	CHORD BEARING
1	625.00'	141.52'	278.34'	25°30'59"	276.05'	S53°16'43"E
2	60.00'	43.02'	74.64'	71°16'49"	69.92'	S30°23'47"E
3	740.00'	63.42'	126.52'	9°47'47"	126.37'	S00°20'44"W
4	100.00'	22.07'	43.44'	24°53'29"	43.00'	S16°59'54"E
5	25.00'	20.82'	34.72'	79°34'31"	32.00'	S10°20'31"W
6	800.00'	99.21'	197.42'	14°08'21"	196.92'	N11°38'21"W
7	450.00'	228.49'	422.81'	53°50'03"	407.43'	N22°20'50"E

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**BOWYER-SINGLETON
& ASSOCIATES, INCORPORATED**

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5120 • FAX 407-649-8664
CERTIFICATE OF AUTHORIZATION NO. LB 1221

VISTA LAKES TOWN CENTER

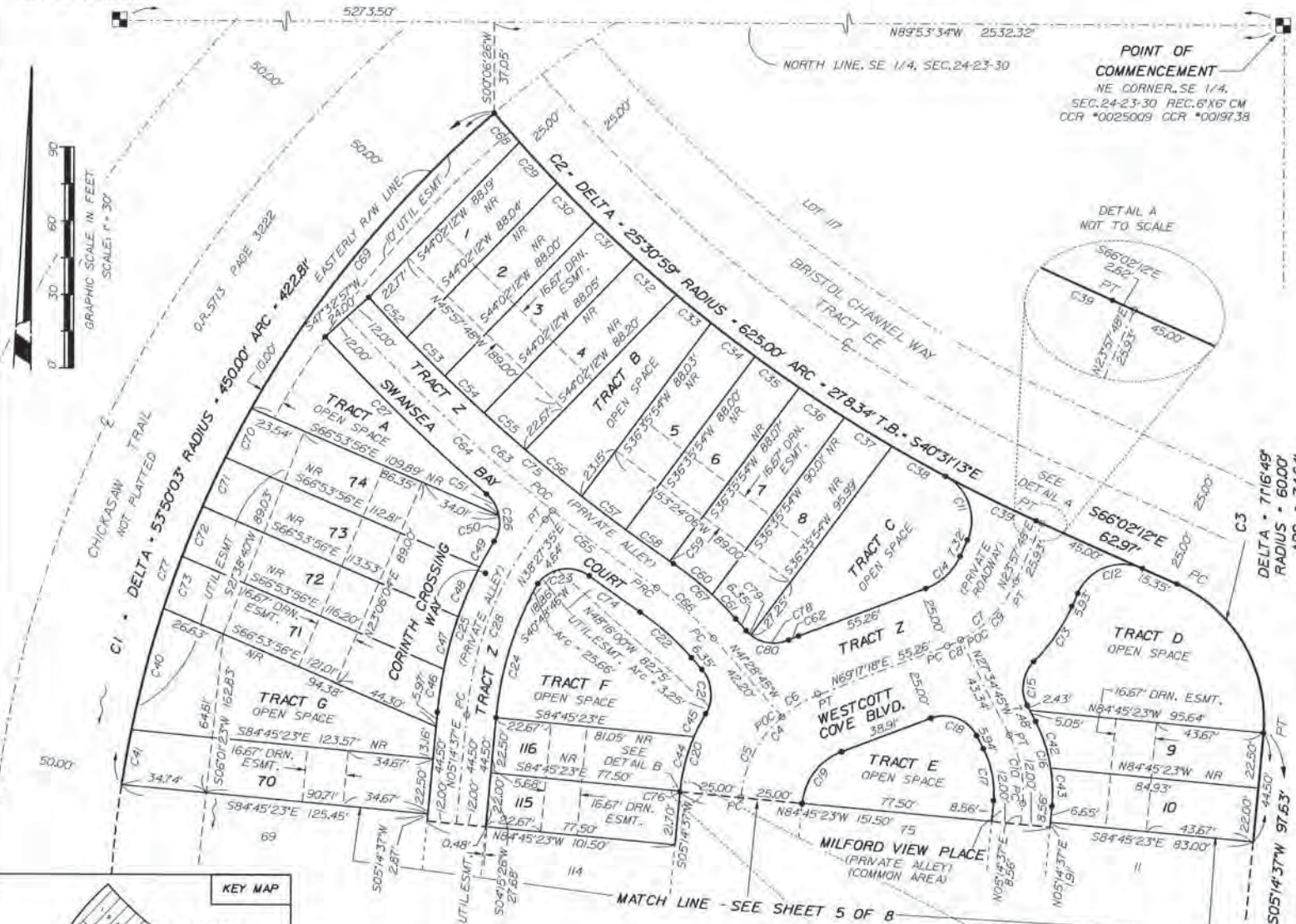
SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SHEET 4 OF 8

PLAT BOOK **51** PAGE **10**

SEE SHEET 8 OF 8 FOR PLAT NOTES

NW CORNER, SW 1/4,
SECTION 24-23-30



CURVE DATA FOR SHEET 4

CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	CHORD	CHORD BEARING
1	450.00'	228.47'	422.81'	53°50'03"	407.43'	N22°20'50"E
2	625.00'	141.52'	278.34'	25°30'59"	276.05'	S53°16'43"E
3	60.00'	43.02'	74.64'	71°16'49"	69.92'	S30°23'47"E
4	50.00'	31.27'	55.89'	64°02'41"	53.03'	N37°15'58"E
5	50.00'	19.84'	37.77'	43°16'38"	36.88'	N26°52'56"E
6	50.00'	9.6'	18.12'	20°46'04"	18.02'	N58°54'17"E
7	50.00'	20.88'	39.55'	45°19'31"	38.53'	N46°37'33"E
8	50.00'	3.00'	5.99'	6°52'04"	5.99'	N65°51'17"E
9	50.00'	17.44'	33.56'	38°27'27"	32.93'	N43°11'31"E
10	50.00'	14.73'	28.64'	32°49'22"	28.25'	S11°10'04"E
11	20.00'	18.73'	30.10'	86°13'58"	27.34'	S19°09'11"E
12	20.00'	20.00'	31.42'	90°00'00"	28.28'	S68°57'48"W
13	75.00'	13.90'	27.49'	21°00'00"	27.34'	S34°27'48"W
14	25.00'	10.44'	19.78'	45°19'31"	19.27'	S46°37'33"W
15	15.00'	11.01'	18.99'	72°32'33"	17.75'	S08°41'31"W
16	62.00'	18.26'	35.52'	32°49'22"	35.03'	S11°10'04"E
17	38.00'	11.91'	21.77'	32°49'22"	21.47'	N11°10'04"W
18	15.00'	13.30'	21.76'	83°07'56"	19.90'	N69°08'43"W
19	25.00'	15.64'	27.94'	64°02'41"	26.51'	S37°15'58"W
20	75.00'	17.19'	33.80'	25°49'10"	33.51'	N18°09'12"E
21	15.00'	11.01'	18.99'	72°32'33"	17.75'	N05°12'29"W
22	113.00'	14.12'	28.09'	14°14'38"	28.02'	N48°36'04"W
23	15.00'	17.26'	25.66'	98°00'19"	22.64'	S77°15'03"W
24	138.00'	28.08'	55.41'	23°00'17"	55.04'	S16°44'46"W
25	162.00'	37.55'	73.80'	26°06'01"	73.16'	N18°17'38"E
26	15.00'	12.80'	21.19'	80°55'50"	19.47'	N09°07'17"W
27	737.00'	45.95'	91.79'	7°08'09"	91.73'	N46°01'08"W
28	150.00'	44.74'	86.96'	33°12'58"	85.75'	N2°15'06"E
29	625.00'	11.27'	22.53'	2°03'56"	22.53'	S42°59'18"E
30	625.00'	11.00'	22.01'	2°01'02"	22.00'	S45°01'47"E
31	625.00'	11.00'	22.01'	2°01'02"	22.00'	S47°02'49"E
32	625.00'	11.27'	22.53'	2°03'57"	22.53'	S49°05'19"E
33	625.00'	9.5'	18.29'	1°40'36"	18.29'	S50°57'35"E
34	625.00'	11.25'	22.50'	2°03'46"	22.50'	S52°49'46"E
35	625.00'	11.01'	22.01'	2°01'03"	22.01'	S54°52'11"E
36	625.00'	11.02'	22.04'	2°01'14"	22.04'	S56°53'20"E
37	625.00'	11.30'	22.61'	2°04'21"	22.61'	S58°56'08"E
38	625.00'	12.54'	25.07'	2°17'53"	25.07'	S61°07'14"E
39	625.00'	20.55'	41.09'	3°46'02"	41.09'	S64°09'11"E
40	450.00'	25.52'	50.93'	6°29'32"	50.96'	N14°42'50"E
41	450.00'	11.29'	22.58'	2°52'30"	22.58'	N10°01'48"E
42	62.00'	10.09'	20.00'	18°29'08"	19.92'	S18°20'11"E
43	62.00'	7.80'	15.51'	14°20'15"	15.47'	S05°55'30"E
44	75.00'	11.52'	22.87'	17°28'07"	22.78'	N14°12'16"E
45	75.00'	5.33'	10.63'	8°07'28"	10.63'	N27°00'03"E
46	162.00'	8.71'	17.40'	6°09'19"	17.40'	N08°19'17"E
47	162.00'	11.3'	22.22'	7°51'33"	22.20'	N15°19'43"E
48	162.00'	11.03'	22.02'	7°47'13"	22.00'	N23°09'06"E
49	162.00'	6.08'	12.15'	4°17'56"	12.15'	N29°11'40"E
50	15.00'	5.71'	10.91'	4°14'01"	10.67'	N10°30'08"E
51	15.00'	5.35'	10.27'	3°51'49"	10.08'	N29°57'47"W
52	713.00'	11.26'	22.52'	1°48'36"	22.52'	S43°21'21"E
53	713.00'	11.00'	22.00'	1°46'05"	22.00'	S45°08'42"E
54	713.00'	11.00'	22.00'	1°46'06"	22.00'	S46°54'47"E
55	713.00'	11.26'	22.53'	1°48'37"	22.53'	S48°42'09"E
56	713.00'	14.86'	29.72'	2°23'19"	29.72'	S50°48'06"E
57	713.00'	11.25'	22.50'	1°48'30"	22.50'	S52°54'01"E
58	713.00'	11.00'	22.01'	1°46'06"	22.01'	S54°41'19"E
59	713.00'	0.94'	1.87'	0°09'01"	1.87'	S55°38'52"E
60	137.00'	10.10'	20.16'	8°25'51"	20.14'	S51°30'28"E
61	137.00'	6.96'	13.90'	5°48'47"	13.89'	S44°23'09"E
62	75.00'	2.17'	4.33'	3°18'36"	4.33'	S67°38'00"W
63	725.00'	84.35'	167.94'	13°16'20"	167.57'	S49°05'13"E
64	725.00'	57.63'	115.01'	9°05'22"	114.89'	S46°59'44"E
65	725.00'	26.48'	52.93'	4°10'58"	52.92'	S53°37'54"E
66	125.00'	15.62'	31.08'	14°14'38"	31.00'	S48°36'04"E
67	137.00'	17.12'	34.06'	14°14'38"	33.97'	S48°36'04"E
68	625.00'	7.83'	15.66'	1°26'07"	15.66'	S41°14'17"E
69	450.00'	79.16'	156.71'	19°57'13"	155.92'	S39°17'15"W
70	450.00'	11.29'	22.58'	2°52'30"	22.58'	S21°52'24"W
71	450.00'	11.01'	22.01'	2°48'11"	22.01'	S25°02'04"W
72	450.00'	11.00'	22.00'	2°48'06"	22.00'	S22°13'55"W
73	450.00'	11.28'	22.55'	2°52'16"	22.55'	S19°23'44"W
74	737.00'	12.71'	25.43'	1°58'36"	25.42'	S54°44'05"E
75	713.00'	82.95'	165.16'	13°16'20"	164.79'	S49°05'13"E
76	75.00'	0.5'	0.30'	0°13'35"	0.30'	S05°21'25"W
77	450.00'	166.78'	319.44'	40°40'19"	312.77'	N28°55'43"E
78	15.00'	9.13'	16.40'	62°38'55"	15.60'	S82°41'50"E
79	15.00'	1.30'	2.59'	9°53'37"	2.59'	S46°25'34"E
80	15.00'	1.01'	18.99'	72°32'33"	17.75'	S77°45'01"E

- PLAT LEGEND
- C - CURVE
 - CCR - CERTIFIED CORNER RECORD
 - CM - CONCRETE MONUMENT
 - DRN. - DRAINAGE
 - ESMT. - EASEMENT
 - I.P. - IRON PIPE
 - I.D. - IDENTIFICATION
 - LB - LICENSED BUSINESS
 - N/D - NAIL AND DISK
 - NO. - NUMBER
 - NR - NON RADIAL
 - O.R. - OFFICIAL RECORDS BOOK
 - PC - POINT OF CURVATURE
 - PT - POINT OF TANGENCY
 - PCC - POINT OF COMPOUND CURVATURE
 - PRC - POINT OF REVERSE CURVATURE
 - POC - POINT ON CURVE
 - PSM - PROFESSIONAL SURVEYOR MAPPER
 - PG. - PAGE
 - PI. - POINT OF INTERSECTION
 - P.B. - PLAT BOOK
 - P.C.P. - PERMANENT CONTROL POINT
 - P.R.M. - PERMANENT REFERENCE MONUMENT
 - R/W - RIGHT-OF-WAY
 - RAO - RADIAL
 - REC. - RECOVERED
 - SEG. - SECTION
 - TYP. - TYPICAL
 - UTIL. - UTILITY
 - LINE BREAK
 - TOTAL LINE DIMENSION
 - CHANGE IN DIRECTION
 - DENOTES P.R.M. (4"x 4" CM)
 - LB NO. 1221, UNLESS OTHERWISE NOTED
 - DENOTES P.C.P. LB NO. 1221
 - T.B. - TANGENT BEARING
 - DENOTES NAIL AND DISK LB NO. 1221

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407-843-5120 • FAX 407-649-8664
CERTIFICATE OF AUTHORIZATION NO. LB 1221

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VUV25PPT200I

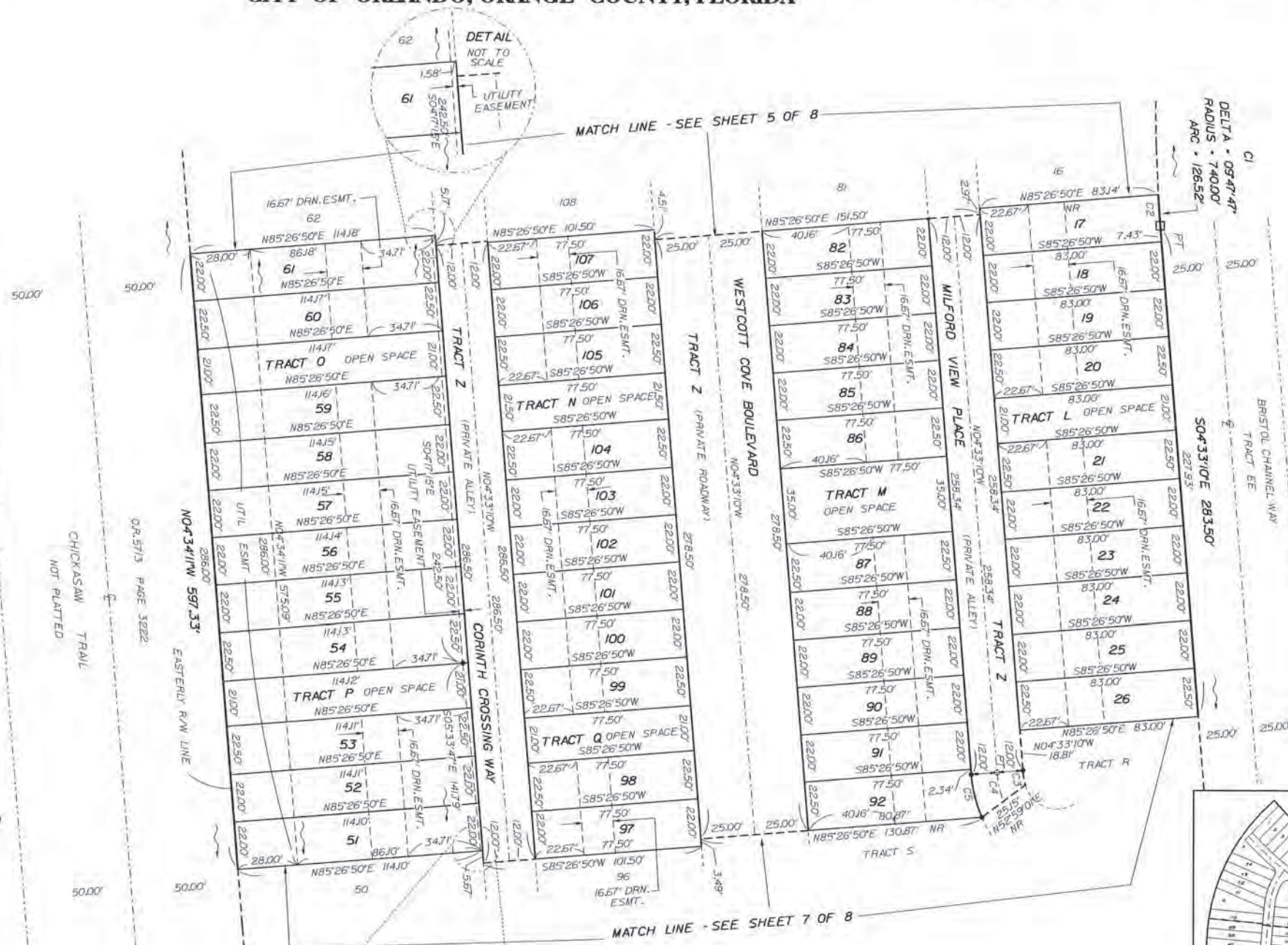
SEE SHEET 8 OF 8 FOR PLAT NOTES

VISTA LAKES TOWN CENTER

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST,
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

PLAT BOOK 51 PAGE 12

SHEET 6 OF 8



PLAT LEGEND

- C - CURVE
- CCR - CERTIFIED CORNER RECORD
- CM - CONCRETE MONUMENT
- DRN - DRAINAGE
- ESMT - EASEMENT
- I.P. - IRON PIPE
- I.D. - IDENTIFICATION
- LB - LICENSED BUSINESS
- N/D - NAIL AND DISK
- NO. - NUMBER
- NR - NON RADIAL
- O.R. - OFFICIAL RECORDS BOOK
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PCC - POINT OF COMPOUND CURVATURE
- PRC - POINT OF REVERSE CURVATURE
- POC - POINT ON CURVE
- PSM - PROFESSIONAL SURVEYOR MAPPER
- PG. - PAGE
- P.I. - POINT OF INTERSECTION
- P.B. - PLAT BOOK
- P.C.P. - PERMANENT CONTROL POINT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- R/W - RIGHT-OF-WAY
- RAD. - RADIAL
- REC. - RECOVERED
- SEC. - SECTION
- TYP. - TYPICAL
- UTIL. - UTILITY
- - LINE BREAK
- - TOTAL LINE DIMENSION
- - CHANGE IN DIRECTION
- - DENOTES P.R.M. 1/4" x 4" CM
- LB NO. 1221, UNLESS OTHERWISE NOTED
- - DENOTES P.C.P. LB NO. 1221
- - DENOTES NAIL AND DISK LB NO. 1221

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CURVE DATA FOR SHEET 6

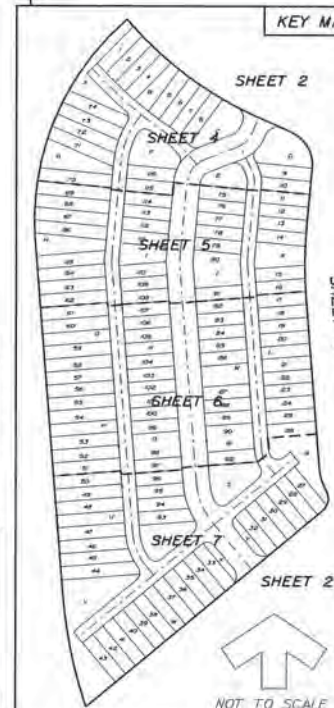
CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	CHORD	CHORD BEARING
1	740.00'	63.42'	126.52'	9°41'47"	126.37'	S00°20'44"W
2	740.00'	7.29'	14.58'	1°07'43"	14.58'	S03°59'18"E
3	38.00'	3.36'	6.70'	10°05'41"	6.69'	S09°36'00"E
4	50.00'	6.87'	13.66'	15°39'06"	13.62'	S12°22'43"E
5	62.00'	10.36'	20.53'	18°58'30"	20.44'	S14°02'25"E

NOTICE

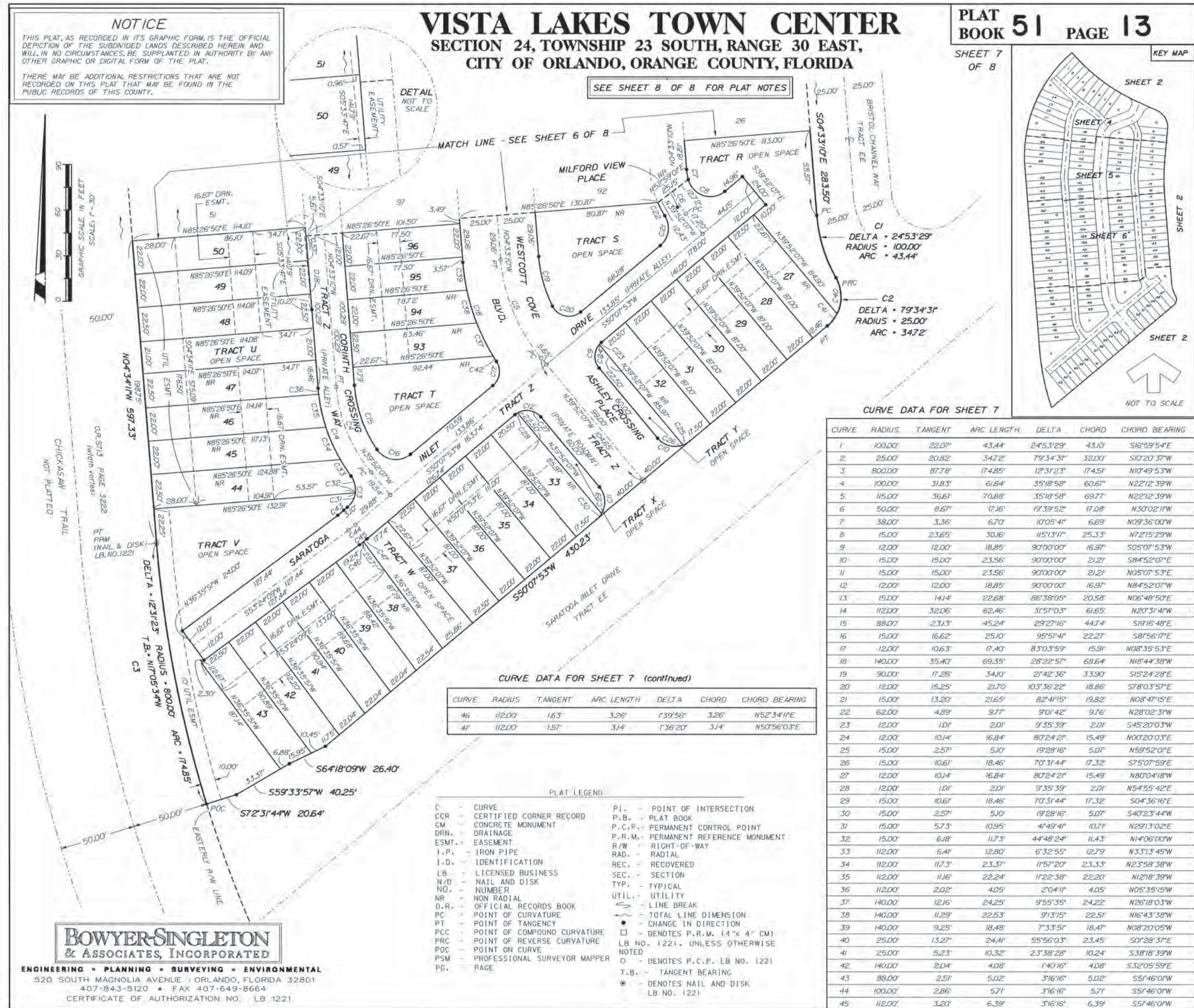
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

KEY MAP



VLM25PPT 3.000



NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VISTA LAKES TOWN CENTER

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST,
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

PLAT
BOOK 51 PAGE 14

SHEET 8 OF 8

PLAT NOTES

1. BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 24-23-30, BEING S00°01'55"W, (ASSUMED).
2. IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS & RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
3. VEHICULAR ACCESS LOCATIONS TO LEEVISTA BOULEVARD FROM LOT 117, ARE CONTROLLED AND PERMITTED BY VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT.
4. TRACT AA IS A CONSERVATION TRACT DEDICATED TO AND MAINTAINED BY THE VISTA LAKES COMMERCIAL PROPERTY OWNERS ASSOCIATION. NO CONSTRUCTION, CLEARING, OR ALTERATION WITHIN THE EASEMENTS IS ALLOWED UNLESS APPROVED BY THE CITY OF ORLANDO AND THE OTHER JURISDICTIONAL AGENCIES.
5. TRACTS BB AND CC ARE RETENTION TRACTS DEDICATED TO AND MAINTAINED BY THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT.
6. TRACT DD IS A PARK TRACT DEDICATED TO AND MAINTAINED BY THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT.
7. TRACTS EE AND Z ARE PRIVATE ROADWAY AND ALLEY TRACTS DEDICATED TO AND MAINTAINED BY THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT.
8. TRACTS A THROUGH Y INCLUSIVE ARE OPEN SPACE TRACTS DEDICATED TO AND MAINTAINED BY THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT. THERE IS A DRAINAGE EASEMENT OVER TRACTS A THROUGH Y DEDICATED TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT.
9. DEVELOPMENT ON THE PROPERTY DEPICTED ON THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 59, THE CONCURRENCY MANAGEMENT ORDINANCE OF THE CITY OF ORLANDO, WHICH GOVERNS THE CITY'S ABILITY TO ISSUE BUILDING PERMITS ON THIS PROPERTY. APPROVAL OF THIS PLAT SHALL NOT BE DEEMED TO PROVIDE ANY VESTED RIGHTS EXCEPT AS TO THOSE MATTERS DEPICTED HEREON, THAT ARE CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, OR WERE REQUIRED BY THE CITY OF ORLANDO AS A CONDITION OF PLATTING.
10. THE PROPERTY IS SUBJECT TO OFFICIAL RECORDS BOOK 5713, PAGE 4284, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

11. THIS IS TO CERTIFY THAT TERRABROOK VISTA LAKES, L.P., HEREAFTER REFERRED TO AS "OWNER", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED, AND THIS PLAT, MADE AND IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS, EXCEPT AS NOTED ON THE FACE OF THIS PLAT, IS DEDICATED TO THE CITY OF ORLANDO OR TO THE PUBLIC. TRACT AA (CONSERVATION) AND TRACT DD (PARK) ARE DEDICATED TO THE VISTA LAKES COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., AS COMMON AREA. TRACTS A THROUGH Y INCLUSIVE ARE DEDICATED TO THE VISTA LAKES COMMUNITY ASSOCIATION AND TRACTS Z, BB, CC, AND EE ARE NOT COMMON AREA BUT ARE DEDICATED TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT. NONE OF THE PROPERTY DESIGNATED "COMMON AREA" ON THIS PLAT IS REQUIRED FOR PUBLIC USE; AND SUCH "COMMON AREA" IS NOT AND WILL NOT BE A PART OF THE CITY SYSTEM OF PUBLIC ROADS. SAID "COMMON AREA" IS INSTEAD PART OF THE "COMMON AREA" CREATED BY THIS PLAT AND SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA LAKES COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "DECLARATION"). SAID "COMMON AREA" SHALL REMAIN PRIVATE AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS. OWNER HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS CONTAINED WITHIN THIS PLAT, AND THEIR GUESTS, INVITEES, DOMESTIC HELP, AND TO DELIVERY, PICK UP, AND FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES, HOLDERS OF MORTGAGE LIENS AND SUCH OTHER PERSONS AS OWNERS, THEIR SUCCESSORS AND ASSIGNS MAY FROM TIME TO TIME DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE ROADS AND SIDEWALKS, AS THEY MAY FROM TIME TO TIME BE CONSTRUCTED ON TRACTS Z AND EE. OWNER, IN RECORDING THIS PLAT, HAS CREATED THE "COMMON AREA" SHOWN HEREON, WHICH COMMON AREA IS PART OF THE "COMMON AREA" DESCRIBED IN THE DECLARATION. SAID "COMMON AREA" IS NOT DEDICATED TO THE USE AND ENJOYMENT OF THE GENERAL PUBLIC, BUT ITS USE IS RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE MEMBERS OF THE VISTA LAKES COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC. THE EXACT NATURE AND EXTENT OF THE RESERVATIONS AND RESTRICTIONS ON SUCH COMMON USE AND ENJOYMENT ARE MORE FULLY SET FORTH IN THE DECLARATION.

NOTWITHSTANDING THE FOREGOING, AN EMERGENCY ACCESS EASEMENT OVER TRACTS Z AND EE AND ALL DRAINAGE EASEMENTS SHOWN HEREIN IS DEDICATED TO THE CITY OF ORLANDO FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE STORM DRAINAGE SYSTEM OVER TRACTS BB, CC AND ALL DRAINAGE EASEMENTS CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED ABOVE DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OF LIABILITY UPON THE CITY OF ORLANDO TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE SYSTEM.

12. THE FLOW THROUGH DRAINAGE EASEMENTS ARE COINCIDENT TO THE DRAINAGE EASEMENTS. THE FLOW THROUGH DRAINAGE EASEMENTS ARE DEDICATED TO THE CITY OF ORLANDO. ALL DRAINAGE EASEMENTS ARE PRIVATE.

DRAINAGE MAINTENANCE AGREEMENT

1. CITY SHALL HAVE A NON-EXCLUSIVE DRAINAGE EASEMENT AND A REASONABLE RIGHT OF WATER FLOW SOLELY FOR DRAINAGE OF DEDICATED ROADWAYS IN, TO AND THROUGH THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT.

2. OWNER SHALL TRANSFER TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT THE FULL RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF THE RETENTION PONDS, IF ANY. THE CITY SHALL NOT HAVE ANY DUTY OR RESPONSIBILITY TO MAINTAIN ANY RETENTION PONDS OR THE DRAINAGE EASEMENTS. IN THE EVENT THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENTS, THE CITY SHALL HAVE THE REASONABLE RIGHT TO ENTER UPON THE DRAINAGE EASEMENTS AND SUCH ADJACENT LAND IS AS REASONABLY NECESSARY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE EASEMENTS AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT OF ITS FAILURE TO PROPERLY MAINTAIN SAME. THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT SHALL PAY THE CITY AN AMOUNT EQUAL TO THE COST INCURRED BY THE CITY IN MAINTAINING THE DRAINAGE EASEMENTS IN ACCORDANCE WITH THIS PARAGRAPH.

3. IN THE EVENT OF A SITUATION CRITICALLY ENDANGERING THE PUBLIC HEALTH, SAFETY, OR WELFARE AS DETERMINED BY THE CITY, THE CITY SHALL HAVE THE RIGHT OF IMMEDIATE ACCESS TO THE DRAINAGE EASEMENTS AND AS MUCH ADJACENT LAND AS IS REASONABLY NECESSARY FOR THE PURPOSE OF EMERGENCY REPAIRS, MAINTENANCE, OR OTHER ACTIONS TO PROTECT THE PUBLIC HEALTH, SAFETY, OR WELFARE, WITHOUT NOTICE TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT. THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT SHALL PAY TO THE CITY AN AMOUNT EQUAL TO THE COSTS INCURRED BY THE CITY FOR SUCH EMERGENCY ACTIONS, IF SUCH ACTIONS WERE NECESSITATED BY THE FAILURE OF THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT TO MAINTAIN THE DRAINAGE EASEMENTS OR IF SUCH REPAIRS, MAINTENANCE, OR ACTIONS WOULD HAVE FALLEN WITHIN THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT RESPONSIBILITY.

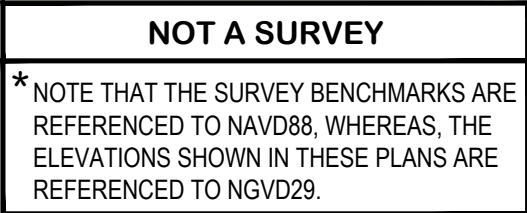
4. THIS AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON THE PARTIES HERETO, THEIR ASSIGNS AND SUCCESSORS IN INTEREST AND TITLE, PROVIDED, HOWEVER, THAT UPON SALE OF THE SUBJECT PROPERTY BY OWNER AND TRANSFER OF THE MAINTENANCE RESPONSIBILITY TO THE VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT, OWNER SHALL BE RELEASED FROM ANY AND ALL OBLIGATIONS ASSUMED HEREUNDER.

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CERTIFICATE OF AUTHORIZATION NO. LB 1221

V1919PT1001

5.A.viii.



REVISIONS			ENGINEER OF RECORD	 Pegasus ENGINEERING 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770	VISTA LAKES COMMUNITY DEVELOPMENT DISTRICT 8841 LEE VISTA BOULEVARD ORLANDO, FLORIDA 32829	VISTA LAKES - WARWICK VILLAGE POND 9 OUTFALL STRUCTURE MODIFICATIONS	SHEET NO.
NO.	DATE	DESCRIPTION	JANUARY 6, 2020 PRELIMINARY			SITE PLAN AND SURVEY BENCHMARKS	4
			GREGORY A. TEAGUE, P.E. FLORIDA REGISTRATION NO. 47663				

PROPOSED DRAINAGE STRUCTURES

(PD-01) N 1503424.93, E 572052.06
CONSTRUCT PIPE END TREATMENT
MES, 24" PIPE, 4:1
FDOT INDEX NOS. 430-021
INV. EL. 77.67

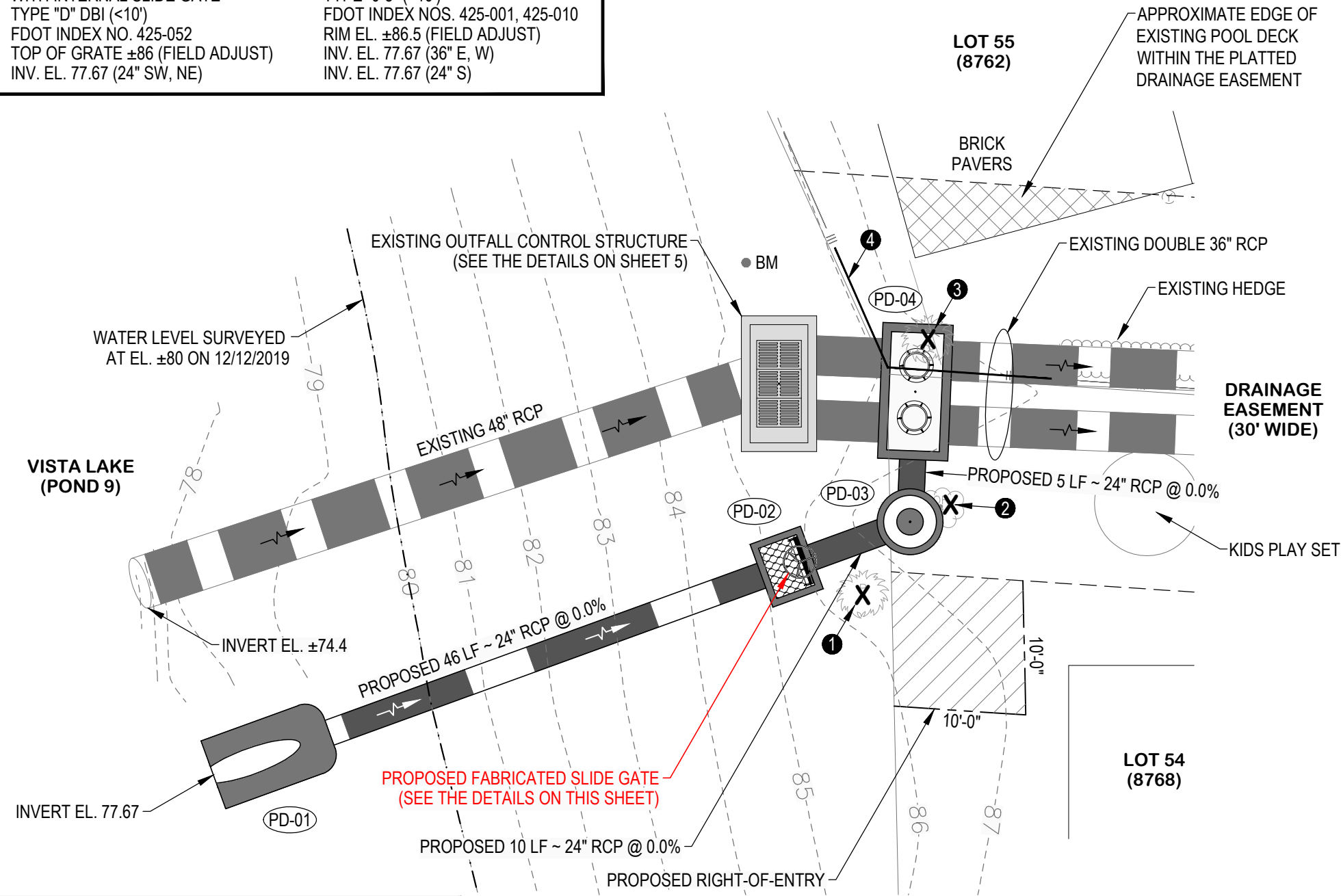
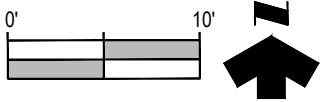
(PD-02) N 1503440.79, E 572095.69
CONSTRUCT DRAINAGE INLET
WITH INTERNAL SLIDE GATE
TYPE "D" DBI (<10')
FDOT INDEX NO. 425-052
TOP OF GRATE ±86 (FIELD ADJUST)
INV. EL. 77.67 (24" SW, NE)

(PD-03) N 1503444.20, E 572105.09
CONSTRUCT DRAINAGE MANHOLE
TYPE "P-8" (<10')
FDOT INDEX NOS. 425-001, 425-010
RIM EL. ±87 (FIELD ADJUST)
INV. EL. 77.67 (24" SW, N)

(PD-04) N 1503454.11, E 572105.49
CONSTRUCT DRAINAGE MANHOLE
TYPE "J-8" (<10')
FDOT INDEX NOS. 425-001, 425-010
RIM EL. ±86.5 (FIELD ADJUST)
INV. EL. 77.67 (36" E, W)
INV. EL. 77.67 (24" S)

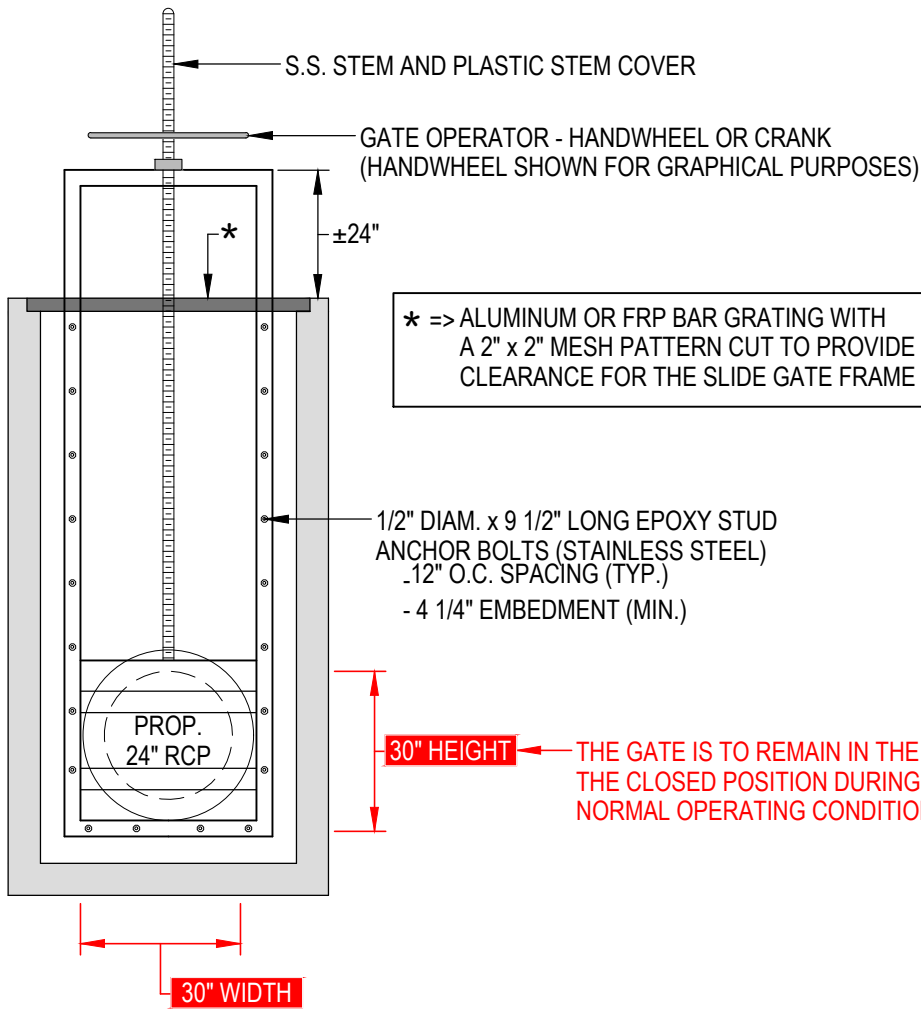
LEGEND

- 1 REMOVE EXISTING PALM TREE
- 2 REMOVE EXISTING ORANGE TREE
- 3 REMOVE EXISTING PALM TREE AND LANDSCAPE LIGHTING
- 4 REMOVE EXISTING METAL FENCE (±25 LF)



FABRICATED SLIDE GATE

NOT TO SCALE



GENERAL SPECIFICATIONS

- 1. HYDRO GATE MODEL HG561 30x30 FABRICATED SLIDE GATE OR APPROVED "EQUAL".
 - SELF CONTAINED, WALL MOUNTED WITH RISING STEM
 - STAINLESS STEEL FRAME, SLIDE AND FASTENERS
- 2. THE CONTRACTOR MAY SUBMIT EQUIVALENT PRODUCTS FOR REVIEW AND APPROVAL IF THE DESIGN AND OPERATING SPECIFICATIONS MEET OR EXCEED THESE SPECIFICATIONS.
- 3. THE CONTRACTOR SHALL SUBMIT SHOP AND/OR LAYOUT DRAWINGS FOR THE SLIDE GATE, CONNECTION DETAILS AND BAR GRATING TO THE OWNER FOR REVIEW AND APPROVAL BEFORE PLACING ORDERS OR COMMENCING FABRICATION.



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DENVER, CO 80239
800-678-8228 | 303-288-7873
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THIS SITE PLAN WAS DEVELOPED
USING A TOPOGRAPHIC SURVEY
DATED DECEMBER 12, 2019

PLAN

SCALE AS SHOWN

REVISIONS		
NO.	DATE	DESCRIPTION

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

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

**VISTA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

8841 LEE VISTA BOULEVARD
ORLANDO, FLORIDA 32829

VISTA LAKES - WARWICK VILLAGE
POND 9 OUTFALL STRUCTURE MODIFICATIONS

PROPOSED OUTFALL
STRUCTURE DETAILS

SHEET
NO.

6

David Hamstra

From: David Hamstra
Sent: Saturday, February 20, 2021 6:54 PM
To: fsebestyen vistalakescdd.org
Cc: 'Suit, Kristen'; Scott Sowards; 'Montagna, Angel'
Subject: Vista Lakes CDD | Reserve Study

Good Evening Frank,

I hope all is well on your end this weekend. Per last week's CDD meeting, I have reviewed the 2019 Reserve Study for Vista Lakes and confirmed that the Vista Lake control structure modification was included in the report and expenditure tables.

Also, per the Board's prior request, the Reserve Study has set aside costs to dredge the lakes / remove sandbars if needed.

Respectfully,

David W. Hamstra, P.E., CFM
Stormwater Department Manager | Pegasus Engineering, LLC
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708
407-992-9160 work (extension 309) | 407-247-0003 cell
david@pegasusengineering.net



RESERVE STUDY

Vista Lakes Community Development District



**Orlando, Florida
August 26, 2019**



This Report contains intellectual property developed by Reserve Advisors, Inc. and cannot be reproduced or distributed to those who conduct reserve studies without their written consent.

FIVE-YEAR OUTLOOK

**Vista Lakes
 Community Development District
 Orlando, Florida**

Line Item	Reserve Component Inventory	RUL = 0 FY2019	1 2020	2 2021	3 2022	4 2023	5 2024
<u>Property Site Elements</u>							
4.020	Asphalt Pavement, Patch, CDD Streets			9,291			
4.171	Curb Inlet, Inspections and Capital Repairs (Warwick)						18,664
4.172	Curb Inlet, Inspections and Capital Repairs (Windsor)						51,124
4.260	Fences, Vinyl					32,505	
4.400	Irrigation System, Controls, Phased					6,697	
4.700	Ponds and Lakes, Aerators and Fountains, Phased				27,018		
4.710	Ponds and Lakes, Erosion Control, Partial						37,097
4.730	Ponds and Lakes, Sediment Removal, Partial					101,859	
4.900	Stormwater Management, Primary Control Structure, Modification		103,000				
4.901	Towers, Fountains, Pumps and Capital Repairs					16,883	
4.921	Underdrain, Warwick						3,942
4.941	Walls, Perimeter, Masonry, Inspections and Repairs						209,887
4.962	Walls, Perimeter, Stucco, Paint Finishes and Capital Repairs					120,429	
Reserve Study Update with Site Visit				3,550			
Anticipated Expenditures, By Year		0	103,000	12,841	27,018	278,373	320,714

5.A.ix.



March 24, 2021

MSC-22024

Ms. Kristen Suit
District Manager
Inframark, Inc.
313 Campus Street
Celebration, Florida 34747

**Re: Vista Lakes Community Development District
Fiscal Year 2020/2021 District Engineer Services**

Subj: Amendment #1

Dear Ms. Suit:

The purpose of this letter is to respectfully request an amendment to our original authorization to continue serving as the District Engineer for the Vista Lakes Community Development District (CDD). Based on our latest invoice (refer to Attachment "A"), we have nearly exhausted the **\$35,000.00** budget associated with Fiscal Year 2020/2021 District Engineer services approved by the CDD Board on August 10, 2020. Pegasus Engineering will continue to invoice the District for these services on a time and expense basis in accordance with the current Schedule of Hourly Rates and Reimbursable Costs (refer to Attachment "B"). With that said, we respectfully request an hourly not-to-exceed amount of **\$25,000.00** to continue providing miscellaneous engineering services on a continuous basis through September 30, 2021. It is our understanding that our services will encompass continued attendance to the CDD meetings, as well as typical District Engineer tasks (e.g., address localized flooding and/or erosion, implement privacy walls and/or security fences, secure permits, address miscellaneous repairs and improvements, etc.) on an as needed basis.

We sincerely appreciate the opportunity to continue assisting the Vista Lakes Community Development District and thank you in advance for your consideration of this request. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Kristen Suit
March 24, 2021
Page 2

Respectfully,

PEGASUS ENGINEERING, LLC

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

**Vista Lakes Community Development District
Fiscal Year 2020/2021 District Engineer Services
Amendment #1**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal _____
Officer's Title

March 24, 2021 _____
Date

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

Authorized Signature

Officer's Title

Date

Attachment “A”

Recent Pegasus
Engineering Invoice



"Practical Engineering Solutions"

Agenda Page #141

INVOICE

COPY

Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: March 23, 2021
INVOICE NO.: 225485
BILLING NO.: 9

TO:

Vista Lakes Community Development District
Inframark
Ms. Anna Golovan, Accounts Payable Specialist
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Vista Lakes Community Development District
FY 2020 / 2021 Board Meetings and
Miscellaneous Services
Project No.: MSC-22024
Period of Service: 01/31/21 – 02/27/21

Authorization: ☐ Letter Proposal dated July 20, 2020.
☐ Approved by the Community Development District on August 10, 2020.
☐ Hourly Not-to-Exceed \$35,000.00.

Scope of Work:

- The week of January 31, 2021, Pegasus Engineering (David Hamstra) coordinated with Leylah Saavedra, Beth Whitehart, Priscilla Villanueva, and Donny Greenough to prepare and submit the final 02/11/21 Community Development District (CDD) agenda and all the supporting documents for the eleven (11) agenda items (Agenda Items 5.A.i. to 5.A.xi.) to Inframark on 02/02/21; coordinated with Jeff Cornett with Servello, Monte Brown, and Gloria Harshman regarding 5509 Florence Harbor Drive; and finalized the agenda packet for the 02/11/21 CDD Board of Supervisors Meeting.
- The week of January 31, 2021, Pegasus Engineering (Leylah Saavedra and Donny Greenough) assisted David Hamstra with various project memorandums and figures for the 02/11/21 agenda package.
- The week of January 31, 2021, Pegasus Engineering (Beth Whitehart) Amhurst Subdivision CCTV Inspection Program => reviewed the CCTV inspection videos and the reports by APS for Storm Sewer Systems 4 and 7; prepared the draft Project Memorandum for Storm System 4 for David Hamstra's review; Windsor Subdivision Walls => reviewed the draft Project Memorandum for David Hamstra; Entrance Monument Structures and Security Cameras => reviewed the draft Project Memorandums for David Hamstra; and Champlain Security Fence => followed-up with the City of Orlando staff for a project update.
- The week of January 31, 2021, Pegasus Engineering (Priscilla Villanueva) formatted the 01/26/21 photographs associated with the entrance monument structures; assisted David Hamstra with the various project memorandums for the 02/11/21 agenda package; and assisted David Hamstra to prepare and pull-together the 02/11/21 agenda package.
- The week of February 7, 2021, Pegasus Engineering (David Hamstra) coordinated with Kristen Suit and Scott Clark regarding the recent emails pertaining to the Champlain security fence and the Pembroke privacy; prepared for and attended the CDD Board of Supervisors Meeting on 02/11/21; prepared and issued numerous emails to Kristen Suit,

Scott Clark, and Beth Whitehart on 02/13/21 regarding follow-up items and tasks associated with the 02/11/21 District Engineer agenda items; and prepared agenda figures associated with the Amhurst CCTV inspection program and the entrance monument structure on Chickasaw Trail.

- The week of February 7, 2021, Pegasus Engineering (Donny Greenough) Amhurst CCTV Figure and New monument sign figure.
- The week of February 14, 2021, Pegasus Engineering (David Hamstra) coordinated with Beth Whitehart to finalize and submit the Conservation Area Maintenance Program to the St. Johns River Water Management District (SJRWMD) (David Eunice) on 02/18/21; researched, downloaded, and reviewed the various permits, plans, and calculations that pertain to the Vista Lake Off-Site Conveyance System; prepared the draft letter regarding the Encore Apartments drainage connection to the off-site system; and reviewed the current Reserve Study and coordinated with Frank Sebestyen and Kristen Suit regarding the inclusion of the Vista Lake control structure modification.
- The week of February 14, 2021, Pegasus Engineering (Beth Whitehart) Conservation Easement Maintenance Program => coordinated with Servello to develop the work plan for the SJRWMD submittal; 5683 Lake Melrose Drive => coordinated with the SJRWMD to seek approval for removal of the dead tree.
- The week of February 14, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with the Vista Lakes SJRWMD Conservation submittal.
- The week of February 21, 2021, Pegasus Engineering (David Hamstra) reviewed Resolution No. 2013-2 and completed the draft Encore Apartments Letter for Scott Clark's review on 02/22/21; coordinated with Inframark, Servello, and Gloria Harshman regarding the damage to the new irrigation system at 5509 Florence Harbor Drive (Newport) during the tree trimming activity; and prepared and issued an email to the homeowner at 5619 Florence Harbor Drive (Mr. O'Brien) on 02/27/21 regarding the side yard erosion.
- The week of February 21, 2021, Pegasus Engineering (Beth Whitehart) Encore Apartments => reviewed David Hamstra's draft letter to Scott Clark; Conservation Easements Maintenance Program => coordinated with David Eunice and project team regarding the SJRWMD approval; 5683 Lake Melrose Drive => coordinated with David Eunice and project team regarding the SJRWMD approval.
- The week of February 21, 2021, Pegasus Engineering (Donny Greenough) prepared an exhibit for the Encore Apartments letter; and prepared a figure for 5619 Florence Harbor Drive.
- The week of February 21, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with letter to Encore Narcoossee Apartments (Angela Hill).

Invoice No. 225485/Billing No. 9
 March 23, 2021
 Page 3
 Project No. MSC-22024

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	24.5 hrs	@	\$ 185.00/hr	=	\$ 4,532.50
Sr. Project Engineer, Saavedra, P.E.	4.0 hrs	@	\$ 165.00/hr	=	\$ 660.00
Project Engineer, Whikehart, P.E.	32.0 hrs	@	\$ 150.00/hr	=	\$ 4,800.00
CADD/GIS Technician, Greenough	32.0 hrs	@	\$ 85.00/hr	=	\$ 2,720.00
Word Processor/Clerical, Villanueva	<u>13.5 hrs</u>	@	\$ 50.00/hr	=	<u>\$ 675.00</u>
	106.0 hrs				

Sub-Total Labor Costs \$ 13,387.50
 (Total Labor Costs to Date \$33,465.00)

OTHER DIRECT COSTS

Travel expenses	\$ 72.48
Plots, prints, and copies	<u>\$ 250.20</u>

Sub-Total Other Direct Costs \$ 322.68
 (Total Other Direct Costs to Date \$946.30)

Amount Due This Invoice \$ 13,710.18

Total Authorization	\$ 35,000.00
Total Amount Billed to Date	<u>\$ 34,411.30</u>
Balance Remaining	\$ 588.70

Attachment “B”

Original Hourly Rate
Sheet Associated



HOURLY RATE SCHEDULE	
Senior Project Manager	\$185.00 / Hour
Project Manager	\$175.00 / Hour
Senior Project Engineer	\$165.00 / Hour
Project Engineer	\$150.00 / Hour
Senior Design	\$100.00 / Hour
Designer	\$90.00 / Hour
CADD / GIS Technician	\$85.00 / Hour
Word Processor / Clerical	\$50.00 / Hour
Mileage	53.5¢ / mile
Copies and Prints (In-House)	
Black and White Copies	
8.5 x 11	\$0.10 / page
11 x 17	\$0.15 / page
Color Copies	
8.5 x 11	\$1.00 / page
11 x 17	\$1.50 / page
Plots (In-House)	
All Color Plots	\$5.00 / SF
All B&W Sizes	\$0.15 / SF
Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

Unit Prices Effective Until September 30, 2021

5D

5Di.

Vista Lakes







FIELD INSPECTION REPORT








MARCH 18, 2021
INFRAMARK
FREDDY BLANCO
FIELD SERVICES MANAGER




Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold, underlined is info. or questions for the BOS.**

VISTA LAKES LANDSCAPE REVIEW

Issue	Location	Date of Drive-thru	Status	Field Manager Comments	Photos
Several Irrigation boxes are not being trimmed around them.	Throughout the community	3/8/2021	Pending	After several reviews the job hasn't been completed yet. Several irrigation boxes are still without the cleaning service.	 
Several irrigation boxes with cap broken or missing	Throughout the community	3/8/2021	Pending	Provide proposal to replace 25 irrigation boxes.	   

Edging service	Behind the big Lake at Vista Park Blvd.	3/8/2021	Not completed	The edging on the walkway is not completed. This issue has been present for a long time.	
Poor grass condition	At Gentry Park	3/8/2021	Pending	Several brown spots show possible lack of irrigation	
Trimming service	At Pembroke	3/8/2021	Pending	At Pembroke behind 6508 Bayboro Ct, the branches haven't been trimmed in a while and they are growing fast. The branches need to be trimmed and removed.	
Edging service	At Lee Vista Blvd.	3/8/2021	Pending	At Lee Vista Blvd, some sections haven't been completed by the person doing the edges.	

Poor grass condition	At Lake Champlain	3/8/2021	Pending	At Lake Champlain Dr, the grass is burned in some areas and weed is growing.	
Edging service	At S Chickasaw trail.	3/8/2021	Not completed	The edging on the sidewalk is not completed, this issue has been present for a long time. Only some areas show services.	
Overgrow vegetation	At lee Vista Blvd.	3/8/2021	Not completed	Behind the monument wall, there are overgrown plants that need to be trimmed.	

Irrigation Leak	At Lee Vista Blvd.	3/8/2021		Sprinkler's head broken near the fountain located at the Avon entrance.	
Sod dying	At Lee Vista Blvd	3/8/2021		Grass next to pond #5 has weeds and looks dry some sections	
Bush hogging service	Throughout the community	3/8/2021	Ongoing	The Bush hogging service on the different CDD areas is ongoing	



Vista Lakes CDD Report for Fountains and Aeration (February 1, 2020 thru March 8, 2021)

February 2021

- 2/10/2021 Serviced Fountain #8, no problems found.

March 2021

- 3/5/2021 Serviced Fountain #8, no problems found.

Lakes treatment report February 2021

1/13/21 - All ponds treated for shoreline grasses and/or algae

1/19/21 - All sites inspected. Sites 2 and 3 treated for algae

2/3/21 - Sites 2,3,4,13 were treated for algae
 Sites 6,9,12 were treated for shoreline grasses
 Sites 7, 11, 14 were inspected

2/22/21 - All ponds were treated for algae

Next treatment due 3/11/2021

5Dia



SERVICES CONTRACT

CUSTOMER NAME: Ariel Medina

PROPERTY NAME: Vista Lakes CDD

CONTRACT EFFECTIVE DATE: March 1, 2021 through February 28, 2022

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SPECIFICATIONS: Fountain and Aeration Maintenance Renewal Services for five floating fountains (Pond 8: one 10HP TwoTier & two 7.5HP Architectural, Pond 9: two 5HP TwoTier) and eleven aeration systems (Lake 1, Air 2, Lake 2, Air 1 Plus, Lake 3: Air 2XL, Lake 4, Air LL7XL5, Lake 4: Air 1, Lake 5: Air 4XL, Lake 7: Air 3XL, Lake 9: Air 2, Lake 10, Air 1 Plus, Lake 12: Air 1 Plus, Lake 14, Air 2) located in Orlando, FL.

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

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

2. PAYMENT TERMS. The Annual Contract Price is \$6,156.00. SOLitude shall invoice Customer \$513.00 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

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expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a 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. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation 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. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering

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into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VISTA LAKES CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

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SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Fountain Maintenance Service:

1. Company will service each of the fountains at pond 8, twelve (12) times per year on a once per month basis and pond 9, four (4) times per year on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

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Submersed Air Diffuser Aeration System Maintenance:

1. Company will service all of the Diffused Aeration Systems two (2) times per year on a once per semiannual basis as follows:
 - Replace piston cups and seals/vanes once a year or as needed
 - Adjust air manifold and pressure relief valves to ensure optimal performance.
 - Replace air filters as needed
 - Clean cabinet interior.
 - Inspect system.
 - Clean muffler intake assembly.
 - Inspect cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal airflow & operating temperature.
 - Apply ant bait if necessary.
 - Lubricate cabinet hinges and barrel locks.
 - Test and reset GFI circuitry.
 - Inspect airline supply tubing and fittings.
 - Adjustment each diffuser for proper airflow and performance.
2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
5. All aerator work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a monthly / quarterly fountain maintenance and semiannual aeration maintenance 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

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- quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's **legal regulatory requirements as set forth by the EPA** and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
 6. Company will 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.

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5Dib Under Separate Cover

5Dic

From: Gregory Baxter <gbaxter@solitudelake.com>
Sent: Friday, March 19, 2021 4:03 PM
To: Montagna, Angel <Angel.Montagna@inframark.com>
Cc: Blanco, Freddy <freddy.blanco@inframark.com>; Dan Hunt <dhunt@solitudelake.com>
Subject: Re: Vista lakes

Angel,

I assessed the aerator on Pond #13 per your request and could not find anything wrong. Everything was operating normal. While I was on the property I assessed all the aerators and fountains and the list is attached. We are due to service all the fountains and aerators this month where we will complete the minor repairs necessary.

Thank you,

Greg Baxter
Senior Aquatic Specialist

Vista Lakes CDD Survey for Fountains and Aeration

March 19, 2021

Fountains

- #2 - Ok, Adjusted timers**
- #5 - Light timer is bad, will replace when we do March service.**
- #6 - Ok, Adjusted timers**
- #7 - Ok, Adjusted timers**
- #8 - Ok, Adjusted timers**
- #10B - New fountain, not on contract**

Aerators

- #1 - Ok, Adjusted diffusers**
- #3 - Ok**
- #4 - Breakers were turned off, restarted compressors and adjusted diffusers.**
- #6 - Ok, Adjusted diffusers**
- #7 - Compressor running, but has very bad vibration, will send quote to replace compressor.**
- #10B Main - Ok**
- #10B Lagoon - Ok**
- #12 - Ok**
- #13 - No problems found, Ok**
- #14 - Ok, Adjusted diffusers**
- #15 - GFI was tripped, reset GFI and adjusted diffusers, will inspect again when we do March service. May need new GFI.**

5Di.e

Hello Angel,

Here is the evaluation of the ponds with diffusers.

#1 - Submersed weed Cabomba starting on one side and some light algae present. Water visibility is medium.

#3 - Slender Spike Rush present and will be treated on next visit. Water visibility is medium.

#4 - No submersed aquatics or algae present. Visibility is very good.

#6 - Light presence of Slender Spike Rush. Visibility is very good.

#7- Light Slender Spike Rush and Algae. Visibility is medium.

#10b - Trace amounts of bottom algae, no submersed aquatics present. Visibility is good.

#12 - No submersed aquatics or algae present. Visibility is good.

#13 - No submersed aquatics or algae present. Visibility is very good.

#14 - No submersed aquatics or algae. Visibility is very good.

#15 - No submersed aquatics or algae. Visibility is very good.

Please let me know if you have any questions about any of these.

Dan Hunt

District Manager

5Dif

Vista LAkes CDD

PROPOSAL FOR SOLAR LIGHTS INSTALLATION

Kristen Suit, District Manager
313 Campus St., Kissimmee, FL

313 Campus Street
Celebration, FL 34747



Installation of Solar powered street lights

General Description

Solar Street Light - 10,000 Lumens LED - with Remote

The solar street light is 10,000 lumens and has dimensions of 76-1/8" x 8-27/32" x 1-27/32". The unit has aluminum alloy and tempered glass construction and integrated LED's. It has a light radius of 6000 square feet.

Function

The solar street light has integrated solar panels on top of the unit to draw energy from sunlight during the day and automatically activates at night. The street light has a charging time of 9 hours by bright sunlight. There are 2 motion sensor modes to choose from, providing dynamic solar solutions for multiple environments and weather conditions. (Please see pdf manual or technical specs for details).

Applications

Create solar solutions for parking lots, or even large gardens or courtyards as well as for extra lighting in back alleys with this LED street light. It also serves to brighten pathways in parks or on campuses. DEELAT is a trusted solar light supplier, offering a variety of options for any application. ***Pole not included.**

Technical Details

Certifications:	FCC, CE, Rohs, BV, BSCI, BIS
Materials:	Aluminum alloy & Tempered glass
LED Lumens:	10,000 Lumens
Wattage:	100W
Lighting Mode:	2 PIR modes (See Manual)
Solar charging time:	10 hours by bright sunlight
Battery Type:	Rechargeable Li-ion Battery (323.75 WH)
Battery Power:	21875 mAh
Fully Charged Battery Power:	7 nights
Battery Lifetime:	8 Years
Color Temperature:	6000K
Solar Panel:	Monocrystalline silicon (44 W)
Waterproof:	IP65
Installation Height:	Recommended 26-33 ft
Charging Temperature:	32F to 113F
Working Temperature:	-4F to 140F
Dimensions:	76-1/8" x 8-27/32" x 1-27/32" (See Spec Sheet)
With Remote:	Yes
Motion Activated:	Yes
Mounting/Bracket Size (Pole Diameter):	Approx. 2 3/8" to 2 3/4" (Bracket Included)
Brand:	Deelat Industrial
Warranty:	3 Year

Pole specifications

25 Foot Hurricane Resistant Round Aluminum Pole, 8 Inch Diameter, 0.156 Inch Wall Thickness

Product Description

- **Pole Top Options:** A removeable cast aluminum top cap is provided if the pole is drilled for attaching light fixtures. The drill pattern and drill orientation need to be provided by the customer unless Energy Light fixtures are used for the project. If a tenon option is selected, a welded steel tenon will be provided. A 2 3/8" diameter tenon with a 4" length is most common; however, the customer needs to confirm the appropriate tenon size required by the project.
- **Pole Shaft:** Straight Aluminum, alloy tube wall 6063-T6, satin ground or powder coat finish.
- **Handhole:** Reinforced handhole is located 18 inches from the base plate. A handhole cover with two stainless steel screws is also provided.
- **Bolt Covers:** Comes with 4 Aluminum bolt covers and stainless steel hardware.
- **Anchor Bolts:** This light pole includes four (4) L-shaped, fully galvanized anchor bolts conforming to AASHTO M314-90 meeting Grade 55 standards. Galvanized hardware consisting of four (4) hex nuts, four (4) lock washers and four (4) flat washers as well as one (1) paper anchor bolt template are included. For your convenience, anchor bolts can be pre-shipped for a nominal surcharge.
- **Color and Finish Options:** Commercial grade powder coat is the standard option. Dark bronze, white and black, gray and green are provided at no extra charge. Other colors and custom colors options are available at a surcharge. Hot dip galvanizing is available with a surcharge and extended lead time. Powder coated, galvanized poles are also available as a premium option.
- **Other Options:** The following options are available for an additional charge. Please consult one of our light pole experts for details: Vibration dampener, custom tenon sizes, custom colors, electric/GFI outlets, custom pole heights, additional handholes, UL compliant handholes and custom base plate dimensions.

Our Work



(o) 407-566-1935

References

Ramon Bermudez
Chairman
Villa Sol CDD
benbermed@hotmail.com
860-221-5833

Pricing for Solar light installation

Supervisor, Carla Daly requested a proposal for lighting, we are providing pricing for installation of two solar street lights

Each solar street light price = \$ 6,370.70 each

Installation of Solar powered street light

The work will be performed in 3 phases.

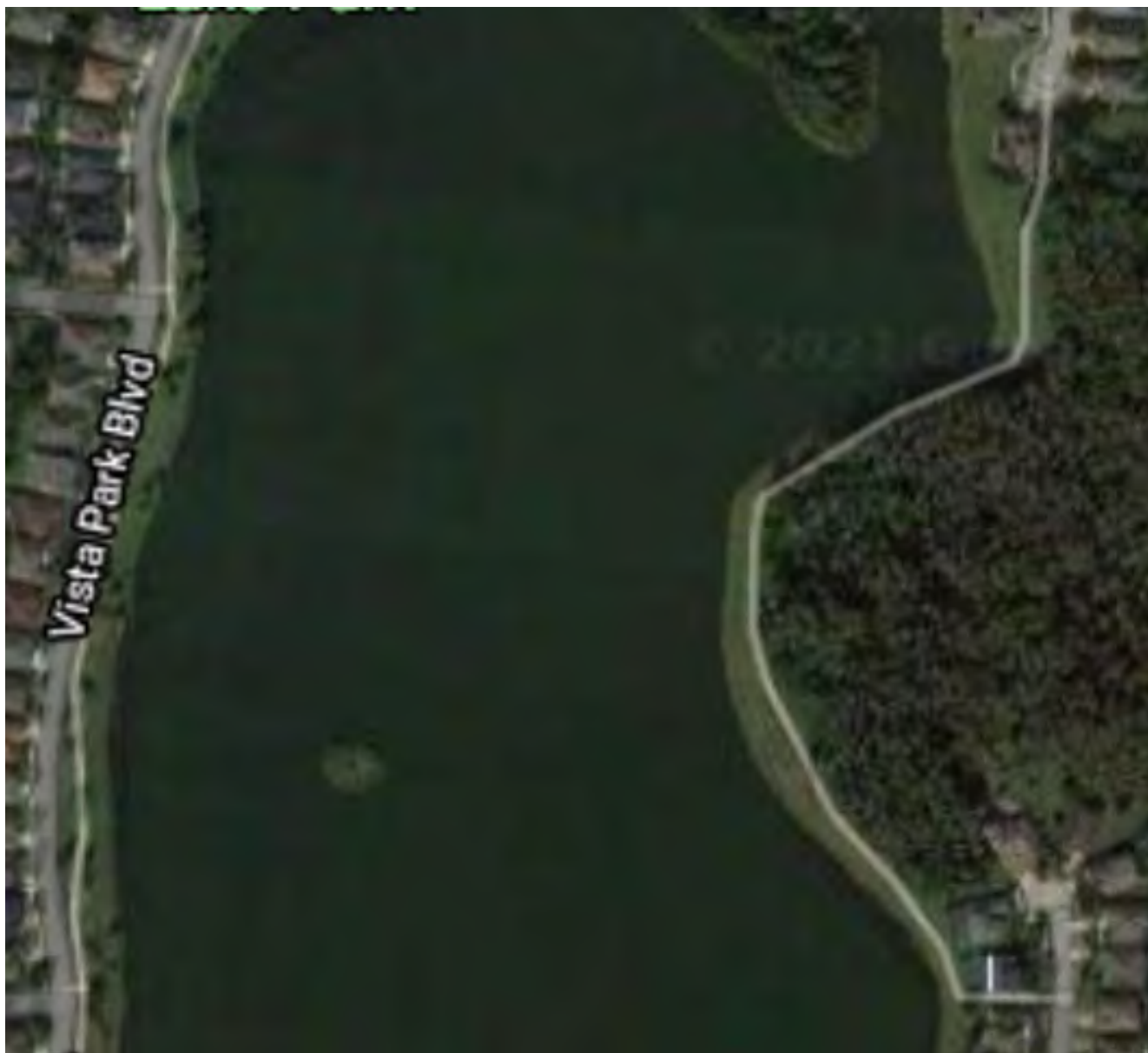
Phase 1 - Purchase of solar powered street lights.

Phase 2 - Purchase of Florida rated 25 foot and 8 inch round tapered aluminum light pole.

Phase 3 - labor to install 2 light poles and solar street lights, prepare concrete base and electrical work.

Location

The location of the future two light poles is at the walkway behind the big lake at Vista Park Blvd and between Warwick Shore Xing & Winsor Pointe Dr.



(o) 407-566-1935

Description	Quantity	Cost	Total
Solar Lights installation	2	\$6,370.70	\$12,741.40
Total Cost of Entire Project			\$12,741.40

5Dig.



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

Agenda Page #177
Proposal

Date	Proposal #
03/18/2021	5273

Vista Lakes CDD

Russ Simmons
210 North University Drive Suite 702
Coral Springs, FL 33071

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Irrigation Maintenance

Install new valve boxes to all damaged or broken throughout the property.

Description	Quantity	Unit	Price
Prep locations receiving new valve boxes	24.00	Hr	2,832.00
12" purple rectangle shallow valve box	25.00	Ea	1,006.25
Dirt to set each box. Level and stable	10.00	yds	450.00

Subtotal Irrigation Maintenance

4,288.25

Project Total

\$4,288.25

Vista Lakes CDD

Proposal # 5273**Project Total**

\$4,288.25

Terms & Conditions

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

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

By: <u>Jeffery Cornett</u>	<u>3/18/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

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

5Dih.



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

Agenda Page #180
Proposal

Date	Proposal #
03/22/2021	5279

Submitted To**Vista Lakes CDD**

Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Warwick Entrance

Description	Quantity	Unit	Price
Remove and dispose of existing plant material	10.00	Hr	400.00
Foxtail Palm Single	4.00	30gal	1,100.00
Tree staking kit	4.00		220.00
Juniper- Spartan	1.00	15G	165.00
Trinette	40.00	3G	580.00
Pine Bark Mini	2.00	Cu Yd	94.00
Dump Fee	1.00	Hr	225.00
Irrigation Adjustments NTE	1.00	ea	500.00

Subtotal Bedding Plants

3,284.00

Project Total

\$3,284.00

Vista Lakes CDD

Proposal # 5279**Project Total**

\$3,284.00

Terms & Conditions

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

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



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

Date	Proposal #
03/22/2021	5280

Submitted To
Vista Lakes CDD Angel Montagna 210 North University Drive Suite 702 Coral Springs, FL 33071

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

Scope

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

Bedding Plants

Location: Avon Entrance & Fountain

Description	Quantity	Unit	Price
Avon Entrance	0.00	Hr	0.00
Remove and dispose of existing plant material	4.00	Hr	160.00
Trinette	50.00	3G	725.00
Asiatic Jasmine	80.00	1G	440.00
Fountain	0.00	Hr	0.00
Indian Hawthorn	20.00	3G	290.00
Dump Fee	1.00	Hr	50.00
Irrigation Adjustments NTE	1.00	ea	350.00

Subtotal Bedding Plants	2,015.00
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Project Total	\$2,015.00
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Vista Lakes CDD

Proposal # 5280**Project Total**

\$2,015.00

Terms & Conditions

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

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

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



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

Agenda Page #184
Proposal

Date	Proposal #
03/22/2021	5281

Submitted To	Project
Vista Lakes CDD Angel Montagna 210 North University Drive Suite 702 Coral Springs, FL 33071	Vista Lakes CDD Lee Vista Blvd. Orlando, FL 32829

Scope

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

Bedding Plants

Pembroke Entrance Median and Front Brick Wall

Description	Quantity	Unit	Price
Pembroke Entrance Median	0.00	Hr	0.00
Remove and dispose of existing plant material	15.00	Hr	600.00
Dump fee	1.00	Hr	300.00
Trinette	60.00	3G	855.00
Indian Hawthorn	100.00	3G	1,425.00
Philodendron Split Leaf	6.00	15G	720.00
Bird Of Paradise Orange	6.00	15G	720.00
Pine Bark Mini	3.00	Cu Yd	141.00
Front Brick Wall	0.00	Hr	0.00
Remove and dispose of existing plant material	8.00	Hr	320.00
St Augustine Floratam	1,200.00	1sF	1,980.00
Irrigation Adjustments NTE	1.00	ea	1,000.00
Subtotal Bedding Plants			8,061.00

Project Total **\$8,061.00**

Vista Lakes CDD

Proposal # 5281**Project Total**

\$8,061.00

Terms & Conditions

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

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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



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

Date	Proposal #
03/22/2021	5283

Submitted To

Vista Lakes CDD

Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Amhurst sign and neighborhood entrance

Description	Quantity	Unit	Price
Remove and dispose of existing plant material	15.00	Hr	600.00
Dump Fee	1.00	Hr	300.00
Trinette	65.00	3G	926.25
Indian Hawthorn	100.00	3G	1,425.00
Philodendron Split Leaf	6.00	15G	720.00
Bird Of Paradise Orange	6.00	15G	720.00
Pine Bark Mini	5.00	Cu Yd	235.00
Irrigation Adjustments NTE	1.00	ea	1,000.00

Subtotal Bedding Plants

5,926.25

Project Total

\$5,926.25

Vista Lakes CDD

Proposal # 5283**Project Total**

\$5,926.25

Terms & Conditions

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

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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



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

Agenda Page #188
Proposal

Date	Proposal #
03/22/2021	5285

Submitted To

Vista Lakes CDD
Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Median Front of Fountain and Vista Park Gate

Description	Quantity	Unit	Price
Median front of fountain	0.00	Hr	0.00
Remove existing plant material	4.00	Hr	160.00
Trinette	40.00	3G	580.00
Dump Fee	1.00	Hr	50.00
Vista Park Gate	0.00	Hr	0.00
Trinette	5.00	3G	72.50
Indian Hawthorn	15.00	3G	217.50
Pine Bark Mini	1.00	Cu Yd	47.00
Irrigation Adjustments NTE	1.00	ea	400.00

Subtotal Bedding Plants

1,527.00

Project Total

\$1,527.00

Vista Lakes CDD

Proposal # 5285

Project Total

\$1,527.00

Terms & Conditions

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

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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



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

Agenda Page #190
Proposal

Date	Proposal #
03/22/2021	5286

Submitted To

Vista Lakes CDD
Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Sidewalk Newport Neighborhood

Description	Quantity	Unit	Price
Remove and dispose of existing plant material	12.00	Hr	500.00
Dump Fee	1.00	Hr	200.00
Bahia	1,200.00	1sF	1,140.00
Juniper Spartan	10.00	30G	3,300.00
Pine Bark Mini	5.00	Cu Yd	235.00
Pro 40 Kit	10.00		400.00
Water Bags	10.00	ea	300.00

Subtotal Bedding Plants

6,075.00

Project Total

\$6,075.00

Vista Lakes CDD

Proposal # 5286**Project Total**

\$6,075.00

Terms & Conditions

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

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By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

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



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

Agenda Page #192
Proposal

Date	Proposal #
03/22/2021	5287

Submitted To

Vista Lakes CDD
Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Melrose Entrance

Description	Quantity	Unit	Price
Remove and dispose of existing plant material	5.00	Hr	200.00
Trinette	60.00	3G	855.00
Blue daze	120.00	1G	630.00
Soil/Dirt to create planter beds	1.00	yds	66.00
Dump Fee	1.00	Hr	35.00
Irrigation Adjustments NTE	1.00	ea	350.00

Subtotal Bedding Plants

2,136.00

Project Total

\$2,136.00

Vista Lakes CDD

Proposal # 5287

Project Total

\$2,136.00

Terms & Conditions

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

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By: Jeffery Cornett

3/22/2021

Accepted: _____

Servello & Son, Inc.

Date

Vista Lakes CDD

Date

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

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



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

Agenda Page #194
Proposal

Date	Proposal #
03/22/2021	5288

Submitted To**Vista Lakes CDD**

Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Lake Champlain Medians

Description	Quantity	Unit	Price
Remove and dispose of existing plant material	9.00	Hr	360.00
Dump Fee	1.00	Hr	200.00
Dwarf Bottlebrush	30.00	3G	825.00
Trinette	140.00	3G	1,960.00
Holly- Dwarf	80.00	3G	1,140.00
Additional annuals	150.00		420.00
Pine Bark Mini	5.00	Cu Yd	235.00
Soil/Dirt C	1.00	yds	66.00
Irrigation Adjustments NTE	1.00	ea	400.00

Subtotal Bedding Plants

5,606.00

Project Total

\$5,606.00

Vista Lakes CDD

Proposal # 5288**Project Total**

\$5,606.00

Terms & Conditions

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

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

By: <u>Jeffery Cornett</u>	<u>3/22/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Vista Lakes CDD	Date

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

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



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

Agenda Page #196
Proposal

Date	Proposal #
03/22/2021	5289

Submitted To**Vista Lakes CDD**

Angel Montagna
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Vista Lakes CDD
Lee Vista Blvd.
Orlando, FL 32829

Scope

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

Bedding Plants

Location: Lake Champlain Marquee Sign and brick wall

Description	Quantity	Unit	Price
Lake Champlain Marquee Sign	0.00	Hr	0.00
Trinette	30.00	3G	435.00
Brick Wall	0.00	Hr	0.00
Remove and dispose of existing plant material	5.00	Hr	200.00
Dump Fee	1.00	Hr	100.00
Trinette	50.00	3G	712.50
Pine Bark Mini	3.00	Cu Yd	141.00
Irrigation Adjustments NTE	1.00	ea	350.00

Subtotal Bedding Plants

1,938.50

Project Total

\$1,938.50

Vista Lakes CDD

Proposal # 5289

Project Total

\$1,938.50

Terms & Conditions

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