

**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 on Thursday, February 9, 2012 at 10:00 A.M. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida.

Present and constituting a quorum were:

John Rose	Chairman
Randy Holihan	Vice Chairman
James Shelton	Assistant Secretary
Ron Cumello	Assistant Secretary
Dr. Harold G. Banks	Assistant Secretary

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Scott Clark	Clark & Albaugh, LLP.
Gary van der Laan	Property Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Moyer called the meeting to order at 10:05 A.M. and stated that all Supervisors were present.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the November 10, 2011 Meeting

Mr. Moyer stated that each Board member received a copy of the minutes of the November 10, 2011 meeting and requested any additions, corrections or deletions.

Mr. Cumello stated in the last sentence on the bottom of Page 9, I do not recall saying "*We talked about the possibility of spending \$50,000 for the signature walls*". Does anyone recall whether we had a discussion on spending \$50,000 on signature walls? If not, I recommend deleting this statement from the record. On Page 12, under the fourth order of business, the word "Corp." should be "Corps."

On MOTION by Mr. Holihan seconded by Mr. Shelton with all in favor the minutes of the November 10, 2011 meeting were approved as amended.

THIRD ORDER OF BUSINESS**Manager's Report****A. October, November and December Financial Statements**

Mr. Moyer stated we provided financial statements for October, November and December. The most recent is from November 31, 2011. What is noteworthy is we collected 84% of our non ad-valorem assessments through December 31, 2011, which is what we expect at this point in time. On the expenditure side, for the most part we are within budget, with the exception of *Lakes and Wetlands*, which were for the cleaning of Lake 8. We are over budget on fountains, due to the installation of additional fountains. As the year proceeds, we will probably bring those numbers back into line, but it looks like we may be slightly over at the end of the year. The remaining expenditures are in line. We are slightly over on mulch, but I believe we will bring this line item back into the budgeted amount over time.

B. Check Registers

Mr. Moyer stated the check registers were provided to the Board. After the Board's review, I request a motion to approve.

Mr. Cumello stated the first item on the City of Orlando Light Agreement for December is an expense in the amount of \$1,404.

Mr. Rose stated this is for the lights running down Lee Vista Boulevard and Chickasaw. We have two Lighting Agreements with the City of Orlando. This is the original one for the 50 foot tall shoebox style lights. We have to pay a premium to the City of Orlando under the new Lighting Agreement for the non-gated neighborhoods. They did not want to have this same arrangement. They wanted us to pay the bill and then request reimbursement. This is an expense we will have forever. I think we just renewed this agreement. Is that correct?

Mr. Moyer responded yes.

Mr. Rose stated it is for the 37 lights running down Chickasaw and Lee Vista Boulevard.

Mr. Cumello stated it is not a monthly cost from what I can see.

Mr. Rose stated it is a monthly cost.

Mr. Cumello stated it does not show on every invoice.

Mr. Rose stated it should.

Mr. Cumello stated normally street lights use less electric. This is not for the electricity.

Mr. Rose stated this is for the upgrade to the large box lights running along Lee Vista Boulevard and Chickasaw. It is a monthly charge and if we are not paying it monthly, that is a

problem. I have seen this charged every month and we do not receive an invoice. We automatically send a check based on the agreement.

Mr. Moyer stated they must be aware of it. I will check.

On MOTION by Mr. Rose seconded by Mr. Holihan with all in favor the financials and check registers for October, November and December were approved.
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C. Discussion of Action Item List

Mr. Moyer stated the action item list was provided to the Board. Action items three, four, five and eight were completed.

Mr. Cumello asked did Dr. Banks receive a copy of the Assessment Methodology Report?

Pastor Banks responded yes.

Mr. Cumello asked what was the end result of item four?

Mr. Moyer responded there were some tax records listed belonging to Terrabrooke. We verified those are actually CDD tracts and parcels. I believe we provided a report to the Board prior to the last meeting, but we can provide it again. We verified those parcels are exempt.

Mr. Cumello stated the report said Terrabrooke CDD, which is why I raised the question. I thought this report had to do with outstanding assessments?

Mr. Moyer stated I do not recall. I will have to pull up the report.

Mr. Cumello asked why were we delinquent by \$100 per parcel?

Mr. Moyer responded usually it is valued at no amount. Regarding item five, there was correspondence from the Army Corps. of Engineers. Mr. Cumello assisted with the response letter, which was sent out by the Attorney.

Mr. Clark stated the response letter was sent out three weeks ago and no response was received. Mr. Cumello put more effort into the letter than I did. It noted there were areas in our ponds that have not been cleared or tested or further actions proposed on what they are going to do about this.

Mr. Cumello stated the letter sent out to the Board said there was no problem with the properties north of Lee Vista Boulevard. The Board's response to the Army Corps. of Engineers stated the Board was actually concerned about the properties south of Lee Vista Boulevard. The Board went through all of the clearance letters the Army Corps. of Engineers provided showing

11 properties south of Lee Vista Boulevard. We only have two clearance letters. One of them said they found live munitions on our property. In our response to the Army Corps. of Engineers, we said *“Please tell us what is occurring south of Lee Vista Boulevard in regards to whether or not you cleared these properties and if not, what are you going to do”*? From my point of view, they marked their file to show everything was good, which is not true. One property is right next to the church.

Mr. Clark stated when you receive a response from the Army Corps. of Engineers, provide it to Mr. Moyer so he can circulate to the other Board members.

Mr. Cumello asked when was the original letter received?

Mr. Clark responded in late September. We sent our first letter in August.

Mr. Rose asked do you want to add this as an action item to follow up prior to the next meeting so we do not say at the next meeting we have not received any response?

Mr. Cumello responded we should keep the action item open.

Mr. Clark stated I will make a note on my calendar to follow up by the end of February if there is no response.

Mr. Cumello stated the side issue is if we do not have clearance letters from the Army Corps. of Engineers, whether we should put Terrabrooke on notice before it gets too late. There certainly still is some potential liability on these properties.

Mr. Clark stated we put them on a general notice. However, we can follow this up with something specific regarding those properties. Of course there is a timing issue as we are getting fairly close.

Mr. Cumello asked is there a value to sending another letter to the Army Corps. of Engineers saying we have issues with these properties. In one case, the Army Corps. of Engineers found problems with the conservation area between Odyssey and Tivoli Gardens. In the other cases, they have not given us clearance to those properties so it is unknown.

Mr. Clark stated it does not hurt to do it and there is no downside. Whether there is value in doing it depends on whether or not we intend to do anything after that. A letter would say *“We wrote you on this date and here are the ongoing problems that we are aware of and have not done anything about. Please tell us what you recommend.”*

Mr. Cumello stated my concern is two ponds are involved; one by Odyssey, which has flow issues and the big pond on Lee Vista Boulevard between Warwick and Carlisle. If we ever

have to do any serious work in those ponds, the City will not give us a permit. We learned this when we tried to replace the observation deck. In order to get the permit, we convinced the City it was outside of the footprint. Now if we have a problem and have to go in and do any work, especially at the Odyssey pond, which is on the parcel where they found munitions, are we stuck with the liability?

Mr. Clark responded I think so.

Mr. Cumello stated this is my biggest concern.

Mr. Rose asked how do you clear a lake?

Mr. Cumello responded good question.

Mr. Moyer stated you would think they would have discovered whatever they discovered by digging the lake.

Mr. Holihan stated anything they found is no longer there as far as what was excavated.

Mr. Cumello stated it was moved when they built the pads for the houses. Is this correct?

Mr. Moyer responded correct.

Mr. Rose stated in my opinion, the lakes are not a problem.

Mr. Clark stated the lakes were not the problem.

Mr. Cumello stated the problem was we could not get the permit if any work needed to be done.

Mr. Rose stated if there is not going to be a problem by moving what we uncover, how can they tell us how to clear a lake?

Mr. Cumello responded I do not think we should clear it. We should keep the onus on the Army Corps. of Engineers to do whatever they have to do and give us a clearance letter so in the future, whether five, ten or twenty years from now when the Board has to do work in this lake, they will be able to obtain a permit. We are going to lose that leverage soon with the Federal Government.

Mr. Clark stated this is the intent of the ongoing correspondence and the reason to push to get the clearance letter.

Mr. Cumello stated I do not believe the City is going to turn around five years from now and drop this mater since they are anticipating a stop work south of Lee Vista Boulevard unless this property is cleared.

Mr. Shelton asked has anyone spoken to the City about the reasonableness of the lakes not being cleared? Whatever was in the lake has probably gone someplace else now. Once dirt is extracted, a permit would not be issued.

Mr. Cumello responded no.

Mr. Clark stated I am not aware of this conversation taking place. One of the impediments is the property belongs to the government and whatever was in the lake is now under the building path of the house. It is going to be hard to get them to do anything. What is more likely to happen in the future is in order to obtain a permit from the City, they will say *“Okay, but first you have to sign a lease hold harmless indemnity, which was drafted by our Attorneys”*.

Mr. Cumello stated we are currently trying to get the Army Corps. of Engineers to acknowledge this is still their responsibility.

Mr. Rose stated let’s move on.

Mr. Clark stated I will follow up on this matter.

Mr. Moyer stated item seven is on the agenda for discussion.

Mr. Cumello asked can we add the canoe dock replacement to the action item list? It was approved at the last meeting, but I do not know the status. I assume the work is not going to be done tomorrow.

Mr. Roy responded it should be mobilized next week in order to replace the deck. I just need to get the insurance certificate from Mr. Moyer. The deck it will probably be completed in the next couple of weeks. I will work with the contractor on the sidewalk.

Mr. Cumello asked do you believe this will be completed by the next meeting?

Mr. Roy responded it will be completed by the next meeting, which is in three months.

Mr. Cumello stated one item which did not show on the action item list was the signature wall lights, which is an open item.

Mr. Moyer stated this is in Mr. van der Laan’s report.

Mr. Cumello stated in the December agenda package, we received a report on the signature wall lights. What was missing from the report was a two page letter on their findings and three pages of specifications for the LED lights.

Mr. van der Laan stated I have some additional information to provide to the Board.

Mr. Cumello stated the other open issue was the report on the masonry walls.

Mr. Moyer stated you are correct. These items should be added to the action item list.

D. Discussion of CDD Scope of Services for Management and Field Services

Mr. Moyer stated we have been discussing this matter for the past year and a half. We included a copy of a standard scope of work for CDD management, which includes a field management portion. Mr. Cumello reviewed this and had some additional items to add, which I provided to the Board.

Mr. Cumello stated numbers six and ten are identical.

Mr. Moyer stated with the amendment as stated by Mr. Cumello for the field management portion and the standard scope, you now have a fairly complete document, which would integrate the business portion with the field operations portion of the District.

Mr. Cumello asked what is the next step? Can we now ask outside contractors or our existing District Manager to bid? We have been talking the last two years about consolidating to one company. We can also ask the HOA for an estimate to provide field management services. The HOA provides lake maintenance services, but does not provide management services. We have a number of options to consider if our objective is to consolidate. What is the opinion of the Board?

Mr. Rose responded Severn Trent Services and Leland Management should definitely bid. We should also open it up to other companies. The HOA does not appeal to me to manage the field side.

Mr. Cumello stated we have a budget of \$44,000 for field management services.

Mr. van der Laan stated I believe this amount is correct.

Mr. Rose stated this is not just replacing field management services, but having one company provide both field management and District management services.

Mr. Cumello stated it is up to the Board to decide what they want to do.

Mr. Rose stated my original thought was to have one company do everything. The problem is the per unit charge from both companies.

Mr. Cumello stated we had this discussion before. If we are going to agree to re-bid the District management contract and consolidate it into one contract, certainly we cannot ask the District Manager or his organization to do that. It has to be independent. We also cannot ask any company who is going to bid to be involved with this process. Do we want to take this on and if so, who would take this on?

Mr. Moyer responded it could certainly be done based on this scope of services. If you agree with this scope of services, the next step would be to run an advertisement in the newspaper with the scope of services for the Vista Lakes CDD asking for companies who have those qualifications to respond by a certain date. My job would then be to circulate the responses to the Board.

Mr. Cumello stated correct, but the evaluation of those proposals would have to be done by someone independent of your company or any of the bidders. According to the Sunshine Law, we cannot meet as Board members. Can we?

Mr. Clark responded no. Whenever there is an evaluation involving the Manager, I generally have someone other than the Manager receive the proposals and distribute them to the Board with a scoring sheet in advance of the meeting. The other option would be to hire the Severn Trent field staff to provide field management services. We probably would want to ask them to take this scope and provide a field management quote. You may want to do this or just seek proposals for District management and field management services, unless you want to have a different District Manager. In the CDD District management business, I have been in several situations when we went out and looked for a new District Manager. I generally discourage running an advertisement because many people who know nothing about managing a CDD will apply. I highly discourage Districts from hiring companies without significant CDD experience as there are so many specialized tasks, which could be damaging if they do not get done such as sending various reports and running advertisements at particular times. If your objective is to consolidate field management services, I recommend you ask Mr. Moyer to give you a quote. I have other Districts where Severn Trent Services is involved on the field management side and they are capable of doing so.

Mr. Clark asked do you want bids for CDD management and field management services?

Mr. van der Laan responded yes. I thought this was the original intent.

Mr. Clark asked does your company have CDD management experience?

Mr. van der Laan responded yes.

Mr. Clark stated your company needs to provide an estimate along with their experience.

Mr. Shelton asked how many CDDs do you manage?

Mr. van der Laan responded we currently do not manage any CDDs, but we hired people who have CDD management experience.

Mr. Cumello asked can you describe how this process works? My understanding is a request for proposal could go out through Mr. Moyer and the responses could go directly to the CDD Attorney.

Mr. Clark stated I can also place the advertisement. I feel awkward about having the District Manager send out a notice to replace himself. We will generate a scope of services and generate a list of companies we want to send it to. Once we place the advertisement, you will receive a flurry of proposals from HOA management companies to CDD management companies. In the past, I created a scoring sheet and provided to the Board members along with the proposals. However, we do not have to do it this way. You do not automatically have to rank the highest one. That is only an option. I had Boards agree after discussion to choose a firm and other Boards agreed in abeyance to use a scoring system if they made this a highly politicized decision. This has worked well too.

Mr. Shelton stated I was surprised there were not some legalities involved where the Board could make a substantial financial change without being required to do so more openly.

Mr. Clark stated surprisingly there are very specific requirements in your bid process. You have a category of professionals such as your Engineer where you have specific set of requirements with an RFP or RFQ. There are no specific guidelines in choosing your Attorney and Manager, other than you have to do this within the Sunshine Law. The sense is those relationships that are important enough to you, but the laws are not going to tell you to solicit proposals and then take the lowest bid because they recognize the lowest bid may not be the best person for the job. The process is much more open minded.

Mr. Shelton stated what you are suggesting as a very good option is before we open this up to the public; we need to come up with a definition and solicit bids from Severn Trent Services and Leland Management before we decide on the next step.

Mr. Clark stated the Board needs to do what it is comfortable with. I am trying to give you some examples of how we handled this in the past. If you are happy with the people sitting at the table now, but you would like to consolidate services to see if there are cost savings, it would be completely acceptable for you to ask them to bid. If the thought is to take the opportunity to see what else is out there, then we would cast a bigger net and come up with a specific scope of work the Board is happy with in order to have a targeted solicitation. You can

place an advertisement in the newspaper. In the past, I provided a list of companies to the Board who has experience in the CDD business and I recommend you seek bids from these companies.

Mr. Shelton stated the only downside in doing this is delineating the entire process. On the other hand, I do not know whether we are under any pressure to speed the process along. Everything is currently running smoothly and we are just looking at options to see if there is a way to simplify procedures and not commit us to anything. If we do not like what we hear or if there are better options out there, we still have the capability of doing this. I personally support leaning towards this approach.

Mr. Clark asked are you supporting the approach of going to your two current vendors and requesting bids?

Mr. Shelton responded yes.

Mr. Clark stated this is not the type of conversation I usually have when we talk about going out for District Managers. I have been hearing from months from the supervisors through phone calls and emails, that having two companies is not working and they are not satisfied. What I am also hearing is the Board wants to save money.

Mr. Rose stated saving money is not the only issue. Several times since I have been on the Board, there have been issues with invoices. We are currently using a cross charge method, which is not working and does not make any sense to me. Personally, there have been several times when we are sitting at these meetings, looking at something needing to be done. We have two Managers. We continue items from one meeting to another because no one is managing us. We do not have a three or five year plan. The Board never directed anything for landscaping or explained the financials. In my opinion, this should be done by the individual who manages the CDD. It is not just about money, although this is a factor.

Mr. Cumello stated I think it is even more confusing because we end up with three companies being involved. We asked the Engineer for his assistance in matching a price for a certain project, while other projects have been handled by Leland Management and Severn Trent Services. In essence, we have been dividing the workload without a single person who we can turn to and say "*Just get the job done*". My motivation is to have one person controlling the workload. I am somewhat uncomfortable in terms of leaving the process open to the two current contractors because Leland Management does not have CDD experience. They may have hired staff to do this work, but the company as a whole does not have CDD experience. This is not a

viable option from my standpoint. I would rather see the Board consider whether or not there is an option for Severn Trent Services to take over the field management services, if they come back with a bid. If this is not acceptable, the next step would be to have an open invite to certain companies to provide proposals for District management and field management services.

Mr. Rose stated we bid out just about every other contract, so I do not see why we cannot accept bids from a select number of companies. I do not like advertising if we do not have to. In my mind it would be prudent to open this up to other companies, just to make sure we are not paying more money or can get better service from another company. I do not know. I support obtaining proposals from other companies.

Mr. Cumello asked what do the other Board members think?

Mr. Holihan responded I am not 100% sure why we are going through this exercise. In my mind, everything is working fine, although we have some internal issues to work through. However, I am not sure this warrants going back through the process and replacing people. If it is not broken, why are we trying to fix it?

Dr. Banks stated I agree. I do not have a problem with anyone in particular, but we may want to fix the way things are running.

Mr. Cumello stated in my opinion, items are taking too long to get done. We talk about something for multiple Board meetings and it continues to hang out there. The question is why we cannot get things done and why we have to discuss the same matters at every meeting. The action item list does not show everything we discussed, which frustrates me. You may have a perception it is working, but it is hard to make it work.

Mr. Holihan stated I understand, but at the same time you are dealing with a quasi-governmental entity where nothing moves fast. Maybe we need to be more direct and not treat it as a quasi-governmental entity but as a business where we say *"Here is your scope of your authority and what you need to do and we want an answer and this determination. Do not come back next month if it is not done."* I do not think we are giving them this direction.

Mr. Cumello stated I blame us.

Mr. Holihan stated I agree, but I do not think this warrants us replacing our current staff. We can still have the same problem when we go through this process because we are not getting direct instruction like it needs to be given.

Mr. Cumello stated I am more comfortable saying “*Let’s attempt to make it cleaner by consolidating.*” Mr. Rose seems to be leaning towards seeing what is out there and looking at prices to see if it is competitive to what we are currently paying.

Mr. Holihan stated we are probably going to save a couple of thousand dollars, but we will end up spending this money on Attorney’s fees to go through the bid process. At the end of the day, we will not achieve anything. We still have a learning curve with whoever takes over. If the issue is a current issue, let’s try to be specific in our direction in the next couple of months to see if this cures the problem.

Mr. Shelton stated I do not think the Board wants to get into real specific directions. What Mr. Cumello said and I agree with is to have one single point of contact. All of these points are good points and I do not disagree with any of them. However, as soon as you open it up to qualified companies, you still have to go through some turmoil, confusion and a certain amount of risk bringing in new people. Before we do this, let’s try a simpler solution and hear what Severn Trent Services and Leland have to say as a courtesy. I have the same reservations about their experience, but we do not have to choose them. It would not hurt to have them submit a bid if they want to. We should wait to see what we get. If we like this approach, we get the advantage of having a single point of contact and lack of transition to a brand new company.

On MOTION by Mr. Cumello seconded by Mr. Shelton with Mr. Rose, Mr. Shelton and Mr. Cumello voting aye and Mr. Holihan and Dr. Banks voting nay, Severn Trent Services and Leland were directed to provide bid proposals for management and field services.

FOURTH ORDER OF BUSINESS

Attorney’s Report

There not being any, the next item followed.

FIFTH ORDER OF BUSINESS

Engineer’s Report

Mr. Roy stated the canoe deck installation will start next week and will take a week to two weeks to complete. Then we have to construct the sidewalk leading to the dock. I provided a copy of the sidewalk plan to the Board so they can make comments. Since there is a lot of landscaping conflicting with the existing sidewalk, we are going to have a parallel sidewalk running 150 to 175 feet down the lake bank to the canoe dock next to the existing sidewalk. We also plan to raise the small observation deck.

Mr. Rose asked will there be any canoe rentals?

Mr. Roy responded no.

Mr. Cumello stated we had a lot of discussion at the last meeting about how much water we were taking from the lakes and the lake level of the lakes. Do you have any thoughts? I thought we decided to see what happens in the next few years because we have seen the water levels rising in these lakes due to some heavy storms. With one storm the water backed up onto Remington Court, which is a cul-de-sac. During this long discussion, Mr. Clark recommended we tell residents this was an act of God.

Mr. Roy responded we are working with SJWMD to review the entire pre-development, post-development drainage basin passing through Vista Lakes. There has been an ongoing issue with permits through the late 1990's because of inconsistencies on what permits had been issued by the City of Orlando for Narcoossee Road between what was permitted and what was supposed to be built. We are currently working with SJWMD to come up with the pre-development and post-development condition. This should be finalized in the next couple of months. The overall intent or outcome should prove there is no more water flowing to this lake than what was originally planned by Vista Lakes. All of the outside entities that tie into the drainage system are directed to maintain any pre-development flow rates entering the lake system. At one time the City was going to put a monitoring gauge on the lake so the flow could be recorded, but I do not believe this has ever been done.

Mr. Rose asked was one put on the island?

Mr. Roy responded one was originally supposed to go there as well as by the lift station, but nothing was ever done. I cannot find anything regarding the lakes on the City's website.

Mr. Rose stated I thought this was done years ago.

Mr. Roy stated it was supposed to have been done when Ms. Carol Rumely from Leland Management was the Property Manager. She spoke with the City, but I not know the status as never heard anything back from SJWMD.

Mr. Rose stated I thought Mr. Cumello said there was supposed to be one in the small middle island.

Mr. Cumello stated there used to be a tower collecting air samples, which usually had birds sitting on it.

Mr. Roy stated this gauge was supposed to be used for rainfall and lake stage monitoring.

Mr. Cumello stated the issue is if it rains hard enough within an hour, Remington Court could flood because it is the lowest point. We are running through a process to determine whether or not anything has changed from pre-construction to post construction. In my opinion, the next time this street floods, it will be caused by an act of God.

Mr. Rose stated this does not help the residents.

Mr. Cumello stated this is why I brought this issue up again. When the report comes out, should the Board do anything and if so, what?

Mr. Roy responded according to the rainfall data for this storm event, this is the only time Remington Court has ever flooded. I believe there was some flooding back in early 2000 when houses were being constructed because NPDES required sock piping in front of inlets to keep water from getting into the lakes. However, since the original construction, the 'four inch rainfall in less than an hour' was the only time Remington Court ever flooded. Even though it is the lowest point; the drains are supposed to function for the standard 10 years.

Mr. Cumello asked can we keep this item on the action item list?

Mr. Moyer responded yes.

Mr. Cumello stated I do not want to be the person who tells these residents there was nothing the Board could do for them.

Mr. Moyer asked who is doing the study?

Mr. Roy responded we are doing it and SJWMD is doing the modeling. As far as Vista Lakes, I believe the outfall to the lake needs to be monitored to make sure it is kept clean and there are no obstructions. This should make the lake function properly.

Mr. Rose stated it sounds like this is not happening. How do we make this happen?

Mr. Roy responded I believe it is in the maintenance program; same as the Odyssey pond. The lake and landscape maintenance crews are going by there to make sure there are no obstructions.

Mr. Rose asked did we make sure there was not a plug or clogged drain on Remington Court?

Mr. Roy responded I popped the inlet tops and found floating trash in the inlets, which would not create an obstruction. However, this is not to say we should not go in there and clean it out so the trash does not end up in the lakes. We could take a fish net to get most of the trash out. To my knowledge, we never ran a camera through there. We discussed it and there are a

couple of companies who can run a camera through a pipe and clean the line. I did not see any evidence of obstructions in the inlet, inside of the pipe or at the outfall. If you want to target the drainage system, we can hire a company to run a camera to see if there is anything in it.

Mr. Shelton asked are we responsible for the maintenance and the City will pay to run the cameras?

Mr. Roy responded the City will check the basins, not run cameras.

Mr. Rose stated we will have to pay for it.

Mr. Clark stated let me clarify my comment from the last meeting. An extreme rain event is called an act of God. The context we were talking about is similar to someone who had damage to a car and wanted the Board to do something about it. There is a question about whether the Board can do something about it, which answers the question "*must we do something about it?*" I think the answer is no if it meets code and is properly maintained. The second question is whether we can make a decision to do something over and above the code to keep it from happening again. The answer is probably yes, but there is most likely a price tag associated with it, which may or may not be acceptable to you and weighed against the risk of when this is going to happen again. If you want to pursue this, you can ask Mr. Roy what he proposes to do to make it more functional than as required by code.

Mr. Roy responded the pipe connecting the lake to the cul-de-sac could be enlarged. It is currently an 18 inch pipe and we could replace it with a 24 or 30 inch pipe. By doing this would decrease the staging of the hydraulic grade line six inches to those inlets. You cannot raise the road because this lake discharges to the main lake, Vista Lake. There is a 54 inch pipe connecting those lakes. Staging the lakes does not change due to the size of the pipe. Where the water discharges into Vista Lake, there is a gradual increase and cascading effect. Replacing the pipe connecting to Vista Lake would be fairly expensive. However, running a 200 foot pipe would not be as expensive as you could run it through the inlet on the lake side, but you would need to get easements from two owners to run the pipe through the two properties and there would be problems with landscaping and power cables.

Mr. Cumello stated the action item says you are going to complete your study first and then run the camera.

Mr. Roy stated correct. We would run the camera through the entire drainage basin running through Vista Lakes.

Mr. Rose asked will the study give us more information so you can make a recommendation on what can be done and from that point out the Board can determine whether or not to spend the money.

Mr. Roy responded yes. We already know how the lakes function. It is more of a permitting paperwork issue. The report will tell you if a 24 inch pipe would lower the lake by three inches or possibly flood. I will give you a cost at the next meeting.

Mr. Rose stated I think you should at least explore this. I understand why we have to call it an act of God, but this does not help the residents. I think we at least owe it to them to at least look into the possibilities.

Mr. Roy stated this is the only time I have known this to happen.

Mr. Cumello stated it happened twice.

Mr. Roy stated I am not sure when it happened originally and what the circumstances were. If we can get this data, we can try to track down what type of rainfall event this was. We had three hurricanes and one tropical storm and we never had any flooding during those events.

Mr. Cumello stated I have to go through my emails.

Mr. Roy stated if you can provide this information, I will look at it. This is the only time I have been made aware anything had happened.

SIXTH ORDER OF BUSINESS

Community Association Manager

- A. Activity Report**
- B. Agronomist Report**
- C. Lake Report**
- D. RFP for Landscaping Services**

Mr. van der Laan stated copies of the monthly Activity, Agronomist and Lake Reports and scope of services for landscaping were provided to the Board in the agenda package. I asked Mr. Larry Smith, who provides the monthly Agronomist Reports to look at the landscaping scope of services. His recommendation was not specific. He likes the idea of splitting up landscape maintenance and fertilization/pest control and was familiar with several companies who specialized in these services. My recommendation was provided to the Board via email, which was for Servello & Son to continue providing landscape maintenance services and 4 All Seasons to provide the fertilization/pest control services. I reviewed this past year's Agronomist Reports

to see what issues we have had in the past. Everything I found was beyond normal maintenance and pest control.

Mr. Cumello stated ProScape has a lower bid price than Servello & Son. As far as service, I ranked them equally on past experience. My question to Mr. Larry Smith after these documents were distributed was why he was recommending Servello & Son to this Board as their price was higher. There was a comment on his evaluation list about their offer to take \$25,000 off of their yearly fee.

Mr. van der Laan stated correct.

Mr. Cumello stated this is a no brainer because if these contracts stay in place for several years, they have an escalator.

Mr. van der Laan stated there is no escalator clause in these contracts.

Mr. Cumello stated a \$25,000 difference in price makes a huge difference. I do not know whether or not you negotiated with any of these companies to see if they are willing to reduce their price. One company's bid price per organization was ridiculous, but there were savings in the overall price when the CDD and HOA were combined. Generally the HOA will follow the same recommendations.

Mr. van der Laan stated in my email to the Board, I suggested looking at the annual cost for irrigation maintenance and cost per hour for mulch application. If you combine all of those services, the price is virtually the same. ProScape bid \$58,000 for mulch while Servello & Son bid \$50,000. In regards to the \$25,000 offer from Servello & Son, Down to Earth offered to provide additional plantings. The only reason you may want to consider Down to Earth is because you can get additional plantings without having a separate line item and lowering the \$50,000 budget for this maintenance item down to \$25,000.

Mr. Clark stated when we solicit proposals, we do not get to look at all of their prices and then negotiate with them. We can reject all of the proposals or go through the process, but we do not get to pick one and further negotiate the price.

Mr. Holihan asked why not?

Mr. Clark responded this is the way the bid process is set up. The intent is for everyone to get a chance to submit a bid. If you choose someone and give them another chance to sharpen their pencil, you undermine the integrity of the process.

Mr. Holihan asked are we asking for these companies to give us any value engineering ideas to adopt any savings they have in their bids?

Mr. Clark responded there are things you can do. Sometimes the line gets fuzzy between price versus value engineering. You can go to a bidder and say “*We think you included a property in your bid that did not belong. If you exclude them, what would the price be?*” What you cannot do is have many people bid and then engage in another bidding contest with a short list of firms.

Mr. Holihan stated I have some concerns when a firm gives you a price and then turns around and offers to reduce it by \$25,000 because they really want the job.

Mr. Clark stated they can do that, but they are not allowed to come back after they see the other numbers and give you a lower amount.

Mr. van der Laan stated it is common in HOA bids for firms to do this because HOA’s have a line item for plantings and give a discount off of the maintenance prices. I went back to the company who offered \$25,000 and the one who offered additional plantings and told them it would not make a difference to this Board.

Mr. Clark stated you could take this spreadsheet and factor in the \$25,000 reduction from Servello & Son.

Mr. Cumello stated we can say to them “*We accept your bid with the \$25,000 discount*”.

Mr. Clark stated the lowest bid was from Valley Crest, but Mr. van der Laan’s recommendation was their bid was out of the market and should be considered as not responsive.

Mr. van der Laan stated correct.

On MOTION by Dr. Banks seconded by Mr. Holihan with all in favor, the bid from Valley Crest for landscaping services was disqualified for providing a non-responsive bid.

Mr. Cumello stated let’s go back to the first issue, which is the maintenance and irrigation contract. Is the recommendation to award the contract to Servello & Son?

Mr. van der Laan responded yes.

Mr. Cumello asked will they honor their bid amount with a \$25,000 reduction?

Mr. van der Laan responded yes. When they send us the contract, this will be the first thing I will look at.

Mr. Cumello stated the difference between Servello & Son and ProScape is the total bid price, with a difference of a few thousand dollars.

Mr. Rose stated I agree with awarding the contract to Servello & Son because they do a better job than ProScape.

On MOTION by Mr. Rose seconded by Mr. Shelton with all in favor, Servello & Son was awarded the contract for landscape maintenance services.

Mr. Cumello asked do we need to award the contract for fertilization/pest control to 4 All Seasons?

Mr. van der Laan responded yes.

Mr. Cumello stated Mainscape totally underbid this contract. Do you think they will not honor their bid amount?

Mr. van der Laan responded fertilization/pest control is a very difficult contract as it is extremely difficult to monitor the chemical application. You are relying on the reputation of the company doing the work. 4 All Seasons has been around for a long time. The owner of the company worked for Middleton who provided pest control services for Vista Lakes in the past and is familiar with the project. I forwarded the resumes for each company. My recommendation is to award the contract to either 4 All Seasons or Mainscape. Mr. Larry Smith recommended 4 All Seasons, but not Mainscape for fertilization/pest control.

Mr. Cumello stated for the Board's information, Mainscape bid \$35,000 for the CDD for the year and 4 All Seasons bid \$65,000 for the year; for a difference of \$30,000. When you combine the CDD and HOA, 4 All Seasons bid \$78,000 and Mainscape bid \$45,000 for the year.

Mr. Rose stated if Mainscape cannot give us what we need, we should not even be considering them. The people we hire and trust on a monthly basis are telling us this fertilization and pest control program is under their maintenance program. This means they are licensed to do it, but this is not their only specialty. Of the three companies Mr. Larry Smith recommended; 4 All Seasons, Massey and TruGreen specialize in fertilization/pest control.

Mr. Shelton asked how did the prices for these three companies compare?

Mr. van der Laan responded TruGreen bid \$84,000, Massey bid \$68,000 and 4 All Seasons bid \$65,000.

On MOTION by Mr. Shelton seconded by Pastor Banks with all in favor, 4 All Seasons was awarded the contract for fertilization/pest control services.

Mr. van der Laan stated I provided a report from the company the Board approved at the last meeting to look at the monument walls. The first sheet is a breakdown and recommendation. They recommended changing the fixtures to 47 watt LED fixtures. You currently have 500 watt halogen fixtures. The comparison is based strictly on the replacement of 35 lamps. The total amount is without installation. The installation will probably not be the price of \$100 per fixture as noted in the estimate. With the price per fixture and \$100 installation cost, you are looking at a three year return in your investment of \$18,000. What started this process were continuous problems with the monument lights. Our maintenance crew is constantly replacing bulbs. Over the many years Vista Lakes was developed, we have obviously changed the style of fixtures and bulbs. As a result, we have many different types of fixtures and bulbs. The most current sections are using fluorescents, which is not part of this change out. They work well and are a low wattage option. We have issues with approximately half of the monument walls having photocells and the other half on timers. There is a cost involved in having maintenance crews adjust timers throughout the year for time changes and power outages. Part of this contract would be to switch everything to photocells and get everything in a uniform, tight setup. In addition to the reduced wattage, you have a longer life span. There is a five year warranty on the fixtures and bulb replacement.

Mr. Cumello stated in looking at the comments, the first question was whether they will figure out why we are having problems with individual locations. The documentation does not say electrically what the problem is, if any. It just addresses the landscaping issues, setbacks and timers.

Mr. van der Laan stated correct.

Mr. Cumello asked were they tasked to do some testing to see if there were grounding problems?

Mr. van der Laan responded no. We had an Electrician go out there originally as a Consultant to look at the overall scope of what we currently have and how to fix it. The Electrician will make whatever repairs are necessary as we have many shorts and bad fixtures. I would like for the Board to approve up to \$5,000 to test some LED and florescent fixtures on

two of the monument walls in order to improve the overall lighting. Obviously the lower wattage fixtures are not going to give off the same type of light. Across the board, the by-product of having a single 500 watt fixture lighting up these walls means the center of the monument wall is extremely low lit and you lose lighting. Part of this test will be to better locate fixtures and determine the optimal location to add fixtures to better illuminate the wall. The worry is the 500 watt fixtures are not 500 watt halogen bulbs, which will emit different lighting.

Dr. Banks stated we currently have LED fixtures.

Mr. van der Laan stated if you look at the church property at night, it does not have a brightness to it, but it is well lit.

Mr. Shelton asked are you happy with the lighting?

Dr. Banks responded yes, although some of them go out prematurely.

Mr. van der Laan stated there is a five year warranty on the LED fixtures, which carries a cost savings and maintenance. Clearly there are maintenance savings because staff does not have to continually go out to replace bulbs.

Mr. Shelton asked is \$5,000 for the test and bulb selection?

Mr. van der Laan responded yes.

Mr. Rose asked which ones will you be choosing; the worst case ones?

Mr. van der Laan responded I would like to test the lights in Amhurst because the lighting is fairly dim on Chickasaw. I would also like to test the main intersection on Lee Vista Boulevard. This is a fairly well lit area due to the street lighting. This will give you a good comparison.

Mr. Cumello stated this is a significant expenditure as we are talking about spending \$26,000 or more. With taxes, the cost could exceed \$30,000. I would think we want to go out for competitive bids instead of soliciting proposals from the same company.

Mr. van der Laan stated this is strictly a Consultant. I would like to test the lighting to see if this is the direction the Board wants to go in. Once we know, then we can go out and bid it. I have other bids, but we do not know what type of fixtures we want to go with.

Mr. Cumello asked should we do a competitive bid to seek proposals on recommended lights to use such as LED and fluorescents so we can make a determination?

Mr. Rose responded from what I am hearing, fluorescents and LED lights make the most sense.

Mr. Cumello stated correct.

Dr. Banks stated however, fluorescents are much easier to break. We would be replacing them all the time.

Mr. Rose asked do we have fluorescents in Avon and Warwick?

Mr. van der Laan responded yes. The other issue with fluorescents is spacing. For example, in Avon the lights are installed in a planter. You could not put certain types of lights in there because of the distance from the walls. In some cases there is vegetation between the light fixture and the wall. In other cases, the lights are simply too close to the wall to have the effect you want. There will be a change in those as we move forward. The only reason I am recommending the testing before we make a decision is because it will significantly change the way these lights are lit. I would feel more comfortable seeing what it is going to look like before you do 35 sections of the wall.

Mr. Shelton asked for the test, are you installing LED lights?

Mr. van der Laan responded yes.

Mr. Cumello stated the test could be limited to a location with two signature walls; one on each side of the street, with one side having LED lights. You can then make a comparison by looking at the two walls. From a technical standpoint, someone can measure the light.

Mr. van der Laan stated we have light measurements for the walls we are doing the test on so we can install the LED lights and do the test again.

Mr. Cumello stated I suggest testing one single location. The chances of every Board member going out and looking at it are miniscule.

Mr. Rose stated I understand what you are saying because the street lighting in Amhurst is different than the street lighting at the other test location. This could make a difference. One location is fine to test, but two locations would probably be more prudent.

Mr. Cumello asked does Newport have two walls?

Mr. Rose responded they have four walls.

Mr. Cumello asked what would be the approximate cost to test one location?

Mr. van der Laan responded approximately \$1,000.

Mr. Cumello stated this amount is reasonable.

Mr. Shelton stated the point of this exercise is to simplify things and save some money by going with the LED lights.

Mr. Cumello stated we started out by saying there is “a maintenance problem” at the signature walls and we authorized the study to determine what the problem is. Somehow we have now evolved to replacing possibly all of the lights at all of the walls, which is now a \$30,000 issue.

Mr. Rose asked what did you want them to do?

Mr. Cumello responded fix the problem.

Mr. Rose stated the last time we discussed this issue, I thought we said if there was a simple problem with the wall, fix it and not go out and test each one. Is that what you are implying?

Mr. Cumello responded I am just recapping where we are today from where we originally were.

Mr. Rose stated I understand, but there is a reason for the comment. Do you think we are in the wrong place now or approaching this incorrectly?

Mr. Cumello responded I think we are going down a very expensive road at this point in time.

Mr. Rose stated it is a big project. We already acknowledged it.

Mr. Cumello stated so we have gone from a maintenance problem to doing the study to now receiving proposals to do a test that could end up costing us \$30,000 or more and we are questioning whether this is what we wanted to do when we started this discussion.

Dr. Banks stated but the cost of us saving on electricity is going to be significant over five years.

Mr. Shelton stated we are not going to try to fix the lights. We are just going to find a better solution that would eventually pay for itself over a number of years.

Mr. van der Laan stated this will fix the problem.

Mr. Shelton stated the problem will be resolved by moving the fixtures.

Mr. Cumello asked where would the \$30,000 come from?

Mr. Moyer responded the Renewal and Replacement Fund.

Mr. Shelton asked how did you come up with \$30,000?

Mr. Cumello responded the number of locations times \$525.

Mr. van der Laan stated there are 35 existing lamps. This is where they come up with \$18,375. I estimate \$25,000 to \$30,000 if we add more fixtures.

Mr. Cumello stated it sounds like Mr. van der Laan is proposing a test, which I do not have a problem with because we need to find out what the problem is. However, I am uncomfortable spending \$5,000 for the test. I suggest doing the test on one wall so we can make a comparison.

A resident stated the florescent fixtures abutting the walls at Avon are burned out and the fixtures need to be replaced. I suggest testing this area.

Mr. Rose stated good idea.

Mr. Cumello stated I would leave it up to Mr. van der Laan to decide on the appropriate locations.

On MOTION by Mr. Cumello seconded by Mr. Shelton with all in favor, funds will be expended from the Renewal and Replacement Fund to test some LED fixtures in one location to be determined by Mr. van der Laan.
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SEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Cumello stated the HOA has started a program of replacing raised sidewalks. There are a number of surveys going around different neighborhoods. The HOA is only responsible for the sidewalks in gated communities. In some of these communities, there are CDD sidewalks, especially near signature walls. The question the HOA has is if they have a problem with a CDD sidewalk, whether the CDD would approve the HOA having it fixed and billing the CDD.

Mr. Clark responded if you do this, you have to approve an allotment of money instead of delegating to the HOA to spend your money.

Mr. Cumello asked do you mean stating a not to exceed amount?

Mr. Clark responded yes. You have to make an appropriation or have the HOA survey it first and then bring it back to a meeting.

Mr. Cumello stated it costs us \$500 to repair a raised sidewalk. There are two methods the HOA has used. One method is to actually remove the slabs and re-pour. The other method is to grind down the sidewalk if it is not raised too much, which is cheaper than \$500. How does everyone feel about repairing the sidewalks?

Dr. Banks responded I agree they need to be repaired, but I think we need to know the amount we are going to spend. We should have the HOA identify those areas for us.

Mr. Cumello stated the only issue is the HOA will go through the neighborhood and repair their sidewalks. There is no value for them to come back and look at the CDD sidewalks. Either the CDD has to take the responsibility to do their own surveying and repair their own sidewalks or try to coordinate with the HOA so the timing is the same and then have the contractor provide separate bills to the HOA and the CDD.

Mr. Rose stated our maintenance staff walks our grounds every day. Are they noticing problems with the sidewalks?

Mr. Cumello responded once the survey is done, the contractors come out and bid on the work. We think we may have repaired one CDD sidewalk by mistake. If it is not appropriate for the HOA to repair a sidewalk and then back bill to the CDD, I suggest having an action item for someone on the CDD side to be made aware of when the HOA is going to have contractors provide bids.

Mr. Clark stated we cannot allow the HOA to have a blank check. There is a line item in the budget for this purpose. It is probably adequate to cover whatever you encounter. You can delegate management to approve it, as long as it does not exceed the budget. I do not know how many we are talking about.

Mr. Cumello stated I am only aware of one right now in Carlisle. We have not done the surveying of the other neighborhoods. This is why I am bringing this matter up for discussion. We will not do the work unless we are authorized.

Mr. Clark stated if you are talking about four areas, then you have enough in the budget to cover these areas. You can then authorize the HOA to contact the Manager and get approval to do the work. However, when you talk about 50 areas, it is more difficult.

Mr. Cumello asked can we coordinate with Mr. Moyer?

Mr. Moyer responded sure.

Mr. Cumello stated we will have them billed correctly back to the CDD or we can do the work and bill the CDD once we get approval.

Mr. Clark asked is the District Manager comfortable with this direction?

Mr. Moyer responded yes.

Mr. Cumello stated we had some significant damage in Avon when a drunk driver flew across Lee Vista Boulevard and took out telephone poles, trees and a brick column. I assume there is an insurance claim.

Mr. van der Laan stated I have a copy of the insurance claim and two proposals from Servello & Son, which I would like Board approval for.

Mr. Cumello asked do we need a proposal for the brick wall?

Mr. van der Laan responded we are repairing the brick wall.

Mr. Cumello asked is the insurance claim against the driver? Does he have insurance?

Mr. van der Laan responded he has insurance.

Mr. Cumello stated so we going to be reimbursed for everything.

Mr. Rose responded we have been through this before.

Mr. Cumello asked was a light pole hit?

Mr. van der Laan responded I believe so.

A resident stated the light pole is laying on the ground. It was broken into two pieces.

Mr. Cumello asked was this reported to the insurance company?

Mr. van der Laan responded yes.

Mr. Cumello stated some residents were complaining about the Warwick landscaping. Are you going to get some proposals?

Mr. van der Laan responded yes.

Mr. Cumello stated in regards to the landscaping, we have an action item for when there are projects to bring them before the Board. Do you have a spreadsheet on what we are going to be doing this year to upgrade the plants and flowers?

Mr. van der Laan responded yes. I asked Servello & Son to come up with a plan. Last year we enhanced one fountain area and one entranceway. We wanted to do the opposite entranceway, which is significantly smaller and then touch on each of the 14 communities. Some entranceways need significantly more work, primarily because of the length of the entranceway. What was originally there never worked because the area was very wet. The landscape enhancement budget of \$50,000 was supposed to be used to add plants and flowers to each entranceway.

Mr. Cumello stated we have some significant work to do. I believe the Board wanted a plan for each location.

Mr. van der Laan stated Servello & Son has prepared plans for each location. I provided them to Mr. Larry Smith to get his input as far as the plant types. I have not received this back

from him, but I am in the process of getting pricing from contractors and pictures so you can see what it will look like. I can send this out when I receive it.

Mr. Cumello stated we did the grass along Chickasaw and the west fountain. We are always doing things, but we never had a total picture of what we are doing because we have been doing it piecemeal. I think it would be helpful, at least from my perspective to have a plan of where we are going to do improvements.

Mr. van der Laan stated when we first hired Servello & Son; we had a three year plan. We have run the course of this plan. The fountain was at the end of this plan. Replacing all of the Juniper was also part of the plan. The next phase is to upgrade plants and flowers for all 14 entrances. This is what is being planned now and will be presented to the Board. This year and probably next year's budget will accomplish this.

Mr. Cumello asked do you expect this plan to be ready between now and the next meeting?

Mr. van der Laan responded yes.

Mr. Shelton asked does the new plan include any annuals?

Mr. van der Laan responded no. We could include annuals if the Board chooses to. I would just remind the Board when I first got involved with this CDD four years ago, there were quite a few flowers on the property and the decision was to leave the flowers. There is currently no plan to put in flowers at each entrance.

Mr. Cumello stated the City removed all of our landscaping on Chickasaw in order to construct a turn lane. What was the cost to remove the large trees?

Mr. van der Laan responded approximately \$10,000.

Mr. Rose asked did we have to pay for this?

Mr. Cumello responded yes, so they would not have to cut them down and throw them away.

Mr. Rose asked where did we put them?

Mr. van der Laan responded we replanted three on Lee Vista Boulevard and moved all of the Bottlebrush Trees to the Warwick entrance.

Mr. Cumello stated we did not budget for the removal of these trees. I assume this lowered our \$50,000 budget down to \$40,000.

Mr. van der Laan stated the funds came out of Landscape Enhancements.

Mr. Cumello stated this is why I think it is important for us to have the total picture of our expenses, especially since we have used up one line item for mulch and we are only four months into the budget.

Mr. van der Laan stated we only mulch once a year.

Mr. Cumello asked what is the status of all the aerators? I thought all of the aerators have not been installed. This has been an action item for a long time. I was told the aerators were purchased and the ones not installed were being held by the contractor.

Mr. van der Laan stated I have provided updates in my monthly reports on the aerator installations. The current report shows panels have been installed in Ponds 1 and 4 and they were waiting for final inspections. Once they were installed, they will install the electric charges. Those are the last two aerators.

Mr. Cumello stated you need to check on it because the information I received is the contractor for the installation of the aerators said he had no direction. If there is a disconnect, we need to find out where.

Mr. van der Laan stated we cannot install them until we receive the permits.

Mr. Cumello stated I understand, but the contractor told me he does not know what to do with the aerators.

Mr. van der Laan asked who is the contractor?

Mr. Cumello responded I will get you the name.

Mr. van der Laan stated keep in mind, we installed 14 aerators within the past six months.

Mr. Cumello asked how hard is it for a contractor to install an aerator?

Mr. van der Laan responded we planned to install 12 aerators and we have two left.

Mr. Cumello stated it is taking a long time to install them.

Mr. Rose stated you should not be surprised at all.

Dr. Banks stated perhaps these questions should be asked before the meeting so you have the answer and not have to go through this exercise.

Mr. Cumello asked do Seats 4 and 5 expire in November?

Mr. Moyer responded yes. These seats are occupied by Dr. Banks and Mr. Shelton.

Mr. Cumello stated the issue we have every time seats are available is to provide information to the residents if they are interested, directing them to go down to the Supervisor of Elections office.

Mr. Moyer stated the qualification period is in June. I will get this information to the Board.

Mr. Rose asked should I post this information in the newsletter?

Mr. Cumello responded it may be worthwhile to do this because the next time we meet is three months from now.

EIGHTH ORDER OF BUSINESS

Audience Comments

Ms. Cumello stated I am on the HOA Board and we are now discussing landscaping. As mentioned earlier, the HOA usually follows what the CDD Board does. We met with the Agronomist recently. The issue I have with Servello & Son is I do not feel there is enough oversight. There was an issue in the Vista Lakes area where new plants were laying on the ground for three or four days before they were planted by Servello & Son. When they finally planted them, the plants were scrawny. Also, I have driven through many areas at night and have seen younger plants being covered with frost. We are investing a lot of money with Servello & Son. The HOA has been granted a one time allotment to change things around. Mr. King gave us some beautiful plants and I am concerned about the installation and maintenance of these plants. Can Mr. King supervise the installation and maintenance? Who supervises the plants being installed regarding whether they are the appropriate type of plants and are being done in a timely manner? I think the area looks pretty, but I am concerned about what is going on in larger areas, if Servello & Son cannot even maintain this smaller area. The winter before last, we had a frost for three to four days straight. The plants lining our entranceway were not covered, although they survived. Who is responsible for covering our plants during a frost?

Mr. van der Laan responded the Agronomist reviews all of the shrub proposals before they are submitted to the Board for approval. As far as covering plants, it has been our policy to not cover plants, even though other communities do. Some people think it is worth the money to try to save the plants. We discuss this every year with Servello & Son and the Agronomist and there is always a 50/50 decision.

Ms. Cumello asked is there a charge to cover plants?

Mr. van der Laan yes.

Mr. Rose asked is this something maintenance staff can do?

Mr. van der Laan responded they could, but there is significant work involved. It would take days to cover and then uncover them.

Mr. Cumello stated we need to have a procedure or policy to cover the plants and then have someone responsible to make the decision to cover them based on the weather forecast.

Mr. van der Laan stated keep in mind, if you cover them, there is no guarantee we will not lose plants. If it is cold and stays cold, they will die anyway. Communities who used to cover their plants, stopped because there was no benefit. I can get you quotes if you are interested.

Mr. Cumello asked do we need to take direction from the Agronomist under the new contract?

Mr. van der Laan responded once we have everything approved, we can do this.

Mr. Cumello stated I mean making a decision based on the weather forecast to cover the plants.

Mr. van der Laan stated we contact them every time there is a freeze and they always give us the same 50/50 answer.

Mr. Cumello stated I am looking at this from the standpoint of if it is going to be several nights in a row below 32 degrees, someone needs to make a decision regarding whether or not it is worthwhile to cover the plants.

Mr. van der Laan stated I will get you a price to cover all plants in Vista Lakes.

Mr. Rose stated you would not have to cover all of the plants. Some are conducive to these temperatures.

Mr. Cumello asked as plantings are installed, who is overseeing Servello & Son? Are we going to now ask the Agronomist to do this or leave it up to Servello & Son?

Mr. van der Laan responded I was not aware some of the plants were scrawny for any period of time. I was out there when they moved the trees and I never saw this to be the case.

Mr. Cumello asked if maintenance staff sees a problem, should they notify you?

Mr. van der Laan responded yes. I have felt like the direction on landscaping has always been clear.

Mr. Cumello stated I just want to make sure if a truck runs over some plants, you will handle it.

Mr. Rose stated there has never been a question about who handles landscape maintenance. It has always been Mr. van der Laan. You are creating a problem for no reason at all.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Cumello seconded by Pastor Banks with all in favor, the meeting was adjourned.

Gary L. Moyer
Secretary

Randy Holihan
Vice Chairman