

**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 10, 2011 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

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Scott Clark	Clark & Albaugh, LLP.
Barry Roy	Engineer: Bowyer-Singleton
Christie Borden	Leland Management

FIRST ORDER OF BUSINESS

Roll Call

Mr. Moyer called the meeting to order and stated that all Supervisors were present with the exception of Pastor Banks.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Designation of Vacancy for Seats 3 and Appointment of Supervisor

Mr. Moyer stated when we had our election; two members went down to the Supervisor of Elections office to qualify. Since there was no opposition, they were automatically re-elected to their seats. However, no one qualified for Seat 3, which Mr. Rose currently occupies. As a result, pursuant to Chapter 190, this Board is required to declare Seat 3 as vacant and appoint a Supervisor to fill this term of office.

Mr. Cumello asked is Mr. Rose technically still on the Board?

Mr. Moyer responded he will continue serving on the Board until a successor is named.

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor, the Board declared a vacancy in Seat 3.

Mr. Moyer requested nominations from the Board to fill the vacancy for Seat 3.

Mr. Holihan nominated Mr. Rose to fill the vacancy in Seat 3 and Mr. Shelton seconded the nomination. With no further nominations, with all in favor, Mr. Rose was appointed to Seat 3.

B. Oath of Office

Mr. Moyer being a Notary Public of the State of Florida, administered the oath of office to Mr. Rose and a copy of the signed oath will be made a part of the public record.

C. Election of Officers – Resolution 2011-1

Mr. Moyer stated any time a Board member is appointed to the Board; there is an opportunity to reconstitute the officer structure as reflected under Chapter 190. Resolution 2011-1 identifies the Chairman and Vice Chairman. I have taken the liberty of designating myself as Secretary, Mr. Bob Koncar as Treasurer and Mr. Stephen Bloom as Assistant Treasurer. Mr. Koncar and Mr. Bloom work for Severn Trent Services in the Accounting Department. The Board can retain the current officer structure or make changes. It is completely up to the Board.

On MOTION by Mr. Jim Shelton seconded by Mr. Rose with all in favor, the current officer structure will remain with Mr. John Rose as Chairman, Mr. Randy Holihan as Vice Chairman, the remaining Board members as Assistant Secretaries, Mr. Gary Moyer as Secretary, Mr. Robert Koncar as Treasurer and Mr. Stephen Bloom as Assistant Treasurer as evidenced by Resolution 2011-1.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 11, 2010 Meeting

Mr. Moyer stated that each Board member received a copy of the minutes of the November 11, 2010 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor the minutes of the November 11, 2010 meeting were approved.

FOURTH ORDER OF BUSINESS

Acceptance of Audit for Fiscal Year 2010

Mr. Moyer stated I distributed the Audit for fiscal year 2010 from Grau & Associates. Noteworthy in this Audit is, the *Independent Auditor’s Report*, which is in the beginning of the Audit where the Auditor stated “*In our opinion, the basic financial statements referred to above*

present fairly, in all material aspects, the respective financial position of the governmental activities and major fund of the District as of September 30, 2010". This is typically referred to as a clean audit opinion, meaning the documents we provided to the Auditor at the end of last fiscal year, fairly represented our financial position of the District. In the back of the Audit, there are other reports the Auditor is required to make. There are blanks in the Audit as this is a draft, which will be filled in upon issuance of the final audit. The two areas that the Auditor reviews deals with *Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. As it relates to internal controls, the Auditor stated "*We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness as defined above*". In regards to compliance, the Auditor states "*The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards*".

The last report the Auditor is required to make is the *Management Letter*, where the Auditor makes certain findings and recommendations. They reported that they had no such findings or recommendations for fiscal year 2010 or in fiscal year 2009. Taken in its entirety, this is a clean audit with no recommendations. If there are no questions from the Board, I request a motion to accept the audit and authorize it to be filed with the appropriate State agencies.

On MOTION by Mr. Holihan seconded by Mr. Rose with all in favor the audit from Grau & Associates for Fiscal Year 2010 was accepted and staff was authorized to file said audit with the appropriate State agencies.

FIFTH ORDER OF BUSINESS

Discussion Items

Mr. Moyer stated we provided several versions of the agenda to the Board. I just distributed the most recent version after adding some discussion items at the request of the Supervisors.

A. Landscaping at Vista Lakes Fountain

Mr. Moyer stated Mr. Cumello requested this item.

Mr. Cumello stated correct. In reviewing the minutes from the last meeting, I noticed that some sketches were shared with the Board. The action item list had an item for landscaping

proposals to be obtained for the fountain, however, this work was done without the Board having an opportunity to provide any input. What was the cost?

Ms. Borden responded I do not know the total cost, but I have a copy of the proposals and sketches. According to Mr. van der Laan, it was approved to move forward and the minutes reflected that there were concept drawings and they planned on starting preliminary work next week. Once the weather warms up, they will complete the remainder of the plantings. Based on the minutes and input from Mr. van der Laan, there was an assumption to proceed with this work. He said that there were members of the Board who reviewed the plans.

Mr. Cumello asked do you have the total cost for the plantings?

Ms. Borden responded no.

Mr. Cumello stated you need to look into this. The other issue is that I am not sure there were any other improvements discussed with the Board and I would like to know the cost as the Board should be privy to this information. The lesson learned here is if there is going to be any recommendation in the future to do any improvements; they need to be brought before the Board regarding what is being proposed and the cost for this work so the Board can discuss whether or not there is enough money to do this work. The reason why I bring this up is because we had some residents comment about the design by saying that it was nice in one way, but in some ways, it takes away from the fountain because most of the improvements are in front of the fountain. The second comment from residents was that there are other capital improvements that they should bring to the Board for recommendation other than putting in plants and flowers, which is the centerpiece. Do we need a motion to make sure that any capital improvements are brought to the Board or can we just document it?

Mr. Moyer responded I think we could just document it. It is clear that those types of expenditures need to be approved by the Board without question.

Mr. Shelton stated it would be good to find out where the line item came from and whether this was an existing line item.

Mr. Moyer stated once we receive the cost estimate, I will send out an email to the Board indicating where this expenditure would be taken out of the budget.

Mr. Cumello stated I do not know what the cost is, but I assume it is over \$10,000. I suggest that we obtain competitive bids because I have a problem if we are sole sourcing this

type of work to our existing landscaper without going out for competitive bids. I do not know if Chapter 190 addresses when we have to go out for competitive bids.

Mr. Moyer stated it does address this, but there is a high threshold such as \$200,000 for maintenance activities and \$250,000 for construction activities before we have to get bids. However, that does not mean the Board cannot set up its own criteria.

Mr. Clark stated most Boards that I work with set a series of thresholds below that amount. They may set a lower number which the Manager can act on his discretion if something requires immediate action or we can obtain three bids. Landscaping is one of those areas where you end up sole sourcing frequently because otherwise if you have one party installing the landscaping and another party maintaining and the landscaping dies, you get into the blame game. As a result, many Districts will try to sole source landscape to make sure a warranty comes with it.

Mr. Cumello stated I agree. That is probably what happens, but that does not mean that you cannot get competitive bids to see if sole sourcing is the right option.

Mr. Moyer stated this is a nuance I agree with, but when you use the term “Competitive Bid”, to Mr. Roy and I, this term means something different than what you want to convey. You are actually looking for proposals from three quality landscapers; not for a big advertisement in the newspaper.

Mr. Cumello stated competitive from a price standpoint.

Mr. Moyer stated we will find out that information for you.

B. Entry Feature Lighting

Mr. Cumello stated this was brought before the HOA. A number of entry feature lights have been replaced several times and the thinking was there was some type of electrical problem or a problem with the bulbs. We need to move the maintenance over to the CDD because the CDD owns the property. We spoke with Leland Management about whether or not it would be appropriate to get an Electrician to inspect the lights to see if we have a grounding problem. Does Leland have an opinion on this?

Ms. Borden stated I agree.

Mr. Shelton stated before we spend \$1,000 for an Electrician, it would be interesting to document if we have an electrical problem. We may have a problem. The Melrose light was out on Saturday night, but was back on by Sunday. I checked and no one repaired it. The Board

member who brought this up did not have any proof, just anecdotal data. I would certainly ask staff to check the lights to see if there is a problem and repair them.

Mr. Rose asked is there a problem with all of them?

Mr. Cumello responded no. We also received complaints with the lights at the Waverly gate.

Mr. Rose asked what is the issue? Are the lights out all of the time?

Mr. Cumello responded it is an intermittent problem. As soon as they repair a bulb it is out again.

Mr. Shelton stated you are saying that they need to be fixed frequently, which may indicate an electrical problem.

Ms. Borden asked what is the age of the lights?

Mr. Cumello responded the lights by the signature walls are five to ten years old depending on the neighborhood.

Mr. Rose stated we had a discussion about replacing the fixtures four to five months ago.

Mr. Roy stated the Board wanted lower intensity lights.

Mr. Rose stated some were done, while others were not. We need to look into the status of this. If they are replacing the bulbs on a frequent basis, that is a problem. I recommend identifying the issue first and then fixing the issue.

Mr. Shelton stated they should come out here at night to check the lights.

Ms. Borden stated each light actually has a sensor that shows whether or not the light is working.

Mr. Shelton stated but them being intermittent means there is a problem.

Ms. Borden stated correct.

Mr. Cumello stated it could be a sensor problem.

Mr. Moyer stated if they are mis-directed and a car turns in with its headlights shining on it, sometimes it will trigger the sensor to go off.

Ms. Borden stated that is what they are saying and that is why we were thinking that there was an electrical problem.

Mr. Moyer asked are we only talking about Waverly?

Ms. Borden responded no. The problem is with each entry including Melrose and Waverly. Some of the lights are five or more years old. I will go back and identify all of the

lights and have a work order sent to maintenance to check them individually and we will come up with a plan on whether this is an electrical issue or if the fixture just needs to be replaced.

Mr. Shelton asked do they have evidence of bulbs burning out?

Ms. Borden responded yes.

Mr. Shelton stated I did not know there were any complaints other than through email.

Ms. Borden stated I spoke with Ms. Sharon Eichorn, the Community Director and she told me that the maintenance staff is constantly out there replacing bulbs. They are not sure whether there is an electrical issue, children playing with them or the landscapers. It is a constant problem.

Mr. Holihan asked have you checked with the power company to make sure there are no fluctuations?

Ms. Borden responded I will check with Ms. Eichorn.

Mr. Holihan stated we run into this problem in a couple of our shopping centers where we are replacing bulbs like crazy and found out that the problem was with FP&L surges.

Mr. Cumello asked do they normally have surge protectors in these systems?

Mr. Roy responded I doubt it. They will work within a certain range and the power company is supposed to guarantee 10% of their voltage.

Mr. Shelton asked do you have any surge protectors on the signature wall lights?

Mr. Roy responded I do not think so. There are probably documents in the CDD files that have the bid specifications for the walls and lights.

Mr. Cumello asked are we going to add this to the Action Item List?

Mr. Moyer responded yes.

C. Abolishment of the Commercial Property Owners Association and the CDD Taking Over the Architectural Review Process

Mr. Moyer stated Mr. Holihan requested that this item be placed on the agenda regarding whether the CDD could take over the Architectural Review Process of the CPOA.

Mr. Holihan stated the Vista Lakes Property Owners Association oversees the commercial property of Vista Lakes. Its sole function is to deal with any architectural review issues. There has only been one in the last five years. In the meantime, every year, the dues are getting paid by the Association; with 50% of the dues going to the Management Company, 25% going to the County and 20% going to the Insurance Company for the Officers and Directors Insurance. It does nothing but feed all of these entities until someone else needs to develop

infrastructure. It seems like a waste of money. I had several conversations with Mr. Moyer and a question was raised about whether we could abolish the CPOA if someone else was willing to pick up the architectural review function. My suggestion was to have the CDD take it over. I volunteer to oversee the architectural review function, if no one else volunteers in order for the association to go away, except that Mr. Moyer said that there was a provision that the CDD cannot do this.

Mr. Clark stated in 2007, the answer was that the CDD could not do this under any circumstance according to an amendment passed under Chapter 190 that allowed the CDD, under certain limited conditions to take over deed restriction enforcement. One of those conditions was that there was no other association within the boundary, although they probably did not mean that to apply there were two associations and you wanted to replace one of them. That is what the language is so I do not think it would qualify. This seems to point to the answer of having that architectural review function go to the Master Association.

A member of the Master Association asked what exactly would this task be?

Mr. Holihan responded the only request received in the last five years was for a dentistry operation to purchase the old AmSouth building. They were going to enclose the drive throughs and make it leasable space. The Master Association would only have to approve the elevations.

Mr. Rose stated they also need to tell Wachovia to clean up their landscaping as no one has been doing that for the past year and a half.

Mr. Cumello asked are we talking about enforcement?

Mr. Holihan responded no, just architectural review. I do not think the CPOA has the jurisdiction to perform code enforcement. No one has.

Mr. Cumello asked is the POA still going to exist?

Mr. Holihan responded I would encourage the Board to abolish it.

Mr. Cumello asked is any maintenance done by the POA?

Mr. Holihan responded nothing that I can see.

Mr. Shelton asked are you currently doing any enforcement?

Mr. Holihan responded there has been no enforcement.

Mr. Rose stated this Board brought the enforcement issue up several times and was always told that this was a POA issue. Is this not true?

Mr. Holihan responded I can check with my Property Manager who serves on that Board, but I never heard anything about it.

Mr. Cumello stated the Board would have to make a decision on whether to abolish the Master Association. Can you provide us with a one page document identifying the responsibilities as well as any issues that a commercial property would have? Would you still be a representative on the HOA or ARC?

Mr. Holihan responded I would be happy to continue as a representative. Perhaps we can set up a sub-committee that deals with that aspect of the Master Association.

Mr. Cumello stated I agree because I do not think any of the residents or non-residents who were on HOA or ARC would have the knowledge of commercial properties.

Mr. Shelton stated when a true architectural issue comes in; we send the paperwork to the Architect we have on retainer for review at the cost of the applicant.

Mr. Holihan stated that is correct.

Mr. Shelton asked do you have any architectural guidelines that they have to adhere to? I would think that you would want to carefully define what issues falls under the HOA or ARC and what they are responsible for such as to approve or deny an application based on your guidelines.

Mr. Cumello stated that is why I think Mr. Holihan or someone from his committee should be a party to those discussions.

Mr. Shelton stated there is another issue of liability if the ARC denies an application and we turn around and get sued.

Mr. Holihan asked what will happen with the residential side?

Mr. Shelton responded that is a good question. I do not know because it has never happened. People do not tend to sue over fountains.

Mr. Cumello stated I think they would end up suing the ARC.

Mr. Shelton stated I am more concerned about that than telling someone they cannot do something. If they have a lot of money and power, they can sue us.

Mr. Cumello asked are most of those properties owned by banks and not the developer?

Mr. Holihan responded the last time I checked, the properties were all owned by the banks with the exception of Amtel. I do not know if it has been closed yet, but it is under contract. The daycare center is owned by a subsidiary of the daycare center. The strip center

where Quiznos is located is still owned by the original developer, but it is currently in foreclosure. The vacant outparcel in front of Publix is owned by the CDD as well as the vacant outparcel between the vet and the bank on the south side of the road.

Mr. Cumello stated it will have to go before the HOA and ARC.

Mr. Holihan stated I will get you a summary.

Mr. Shelton asked is the open area between Pasquale's and the martial arts center owned by Pasquale's?

Mr. Holihan responded it is actually part of the common area of the center and neither one of the tenants use it.

Mr. Cumello stated the action item is to determine whether or not there is any enforcement policy for the POA.

Mr. Holihan stated I will ask our Property Manager.

Mr. Rose stated in terms of a CDD issue, this matter is closed.

SIXTH ORDER OF BUSINESS

Manager's Report

A. Financial Statements

Mr. Moyer stated we provided the financial statements for October, November and December. I will mainly focus on December, which is the most current. In non ad-valorem assessments, we levied \$1,280,000 and collected \$1,022,000, which is 80%. Interestingly enough, this is exactly what we collected last year. Basically, we are exactly where we would expect to be based on historical information. In terms of expenditures, we are in good shape and money was added to the Fund Balance. For the benefit of Mr. Rose, we billed the City of Orlando in mid-January and we expect to receive payment after 30 days. I am sure they are watching their payables fairly closely.

Mr. Rose asked what is the total amount of the billing?

Mr. Moyer responded I will send it to you. As evidenced by the Audit, last fiscal year, we received \$44,000 from the City. It does not show in these financials, but it was shown in the prior year's financials.

B. Check Register and Invoices

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

Mr. Cumello asked on the December financials, why was there a payment to the City of Orlando for \$1,440 based on a Lighting Agreement?

Mr. Rose responded this is a monthly charge for the shoebox lights along Chickasaw to Newport as part of the original Lighting Agreement, which was executed in 2000. The City of Orlando took over the lights and they charge the CDD for the differential for the upgrade. In the new Lighting Agreement, they want us to maintain and bill them.

On MOTION by Mr. Rose seconded by Mr. Holihan with all in favor the check registers for October, November and December were approved.

C. Discussion of Action Item List

Mr. Moyer stated the Action item List was provided to the Board. Many items were completed, but there are still some pending items.

Mr. Cumello asked what is the status of the Board's request for further detail on the Servello & Son invoices?

Mr. Moyer responded you should have received them with the check register. Were you satisfied with the detail in the ones for December?

Mr. Cumello responded there used to be more detail on what we were paying for since there were so many invoices from them.

Mr. Moyer stated then you need the Servello contract.

Mr. Rose stated we have the contract. I think the Board is questioning the additional work. There is no problem with the monthly billing. I noticed on this batch of invoices that they were specific about replacing sprinkler heads, which is better detail. Were we looking for past invoices?

Mr. Cumello responded there were invoices where they replaced palm trees with no location. The action item was for staff to provide more details.

Mr. Moyer stated I understand.

Mr. Cumello stated it goes along with our discussion before about doing this upgrade at the fountain.

Mr. Moyer stated the Board should have seen the proposals before the work was completed. We will try to get our major contractors to provide more detail on their invoices.

Mr. Cumello stated there was an action item for Mr. Roy to provide the detail on the invoice from September of 2010 for \$2,000 for printing costs.

Mr. Roy stated I will check with our Accountant.

Mr. Cumello stated Mr. Roy was supposed to see if anything could be done to supplement the water level in the Newport pond at the north end of Florence Harbor.

Mr. Roy stated I looked at the plans and this pond is separate from the master lake system in Vista Lakes. I drove through some of the communities north of that area and all of the ponds in that area have significantly low water tables. I checked the possibility of refilling the ponds with reuse water, however, according to regulations, it would have to rely upon the use of reuse water. You could purchase a fire hydrant and use potable water. There is a calculation of two million gallons to bring it up to three feet. I received an estimate of \$6,500 to use a series of pumps to pump water out of the master lake to another system that would drain to this lake for a week, which is the estimated time it would take to fill the pond. It will continue to bleed down until we get rain. I spoke with a representative from S.F.W.M.D., even though this is a S.J.R.W.M.D. pond. He did not consider this to be a maintenance operation, which would not require District involvement. This matter will probably have to be brought to the S.J.R.W.M.D. to transfer water. My opinion is to have the water flow out of the master lake into a canal versus taking water out of the lakes. By doing this, you are actually saving the water from entering the groundwater. I do not know if they will look at it that way. The only way to do this is to pay the \$6,500 to use a series of pumps.

Mr. Cumello asked where would you pump the water from?

Mr. Roy responded the storm system that backs up into Newport. There are a couple of inlets along the main entrance road that can hold a foot of water. We can put a suction pipe in there which pumps into the swale on the north side of the property to allow the water to run east and take the water from the inlet and pump into the system that flows north.

Mr. Cumello asked would there be any hoses on that street?

Mr. Roy responded the water would have to be sucked out of the top of the inlet.

Mr. Cumello asked would you be running across streets with a hose?

Mr. Roy responded no. It is all on the north and west side. It would be nice if there was a neighbor who would be willing to allow us to run a discharge hose through their side yard. However, those neighbors would not benefit from filling the pond.

Mr. Cumello asked when does the rainy season start?

Mr. Roy responded I believe it started last month. January was the wettest it has been. It usually peaks in May.

Mr. Moyer stated we have had some dry days in May.

Mr. Cumello stated I propose that we table this and see what happens during the rainy season. If we still have an issue, we will come back and look at it.

Mr. Rose stated I agree. Let nature fill it, if it needs to be filled. What is the harm?

Mr. Roy responded you could expose the banks and get more erosion. Part of the problem is that S.J.R.W.M.D. is going to want monitoring and automatic cutoff switches versus having maintenance staff turn the pumps off. They do not generally accept that type of a system, even on a temporary basis.

Mr. Shelton asked is there any downside aside from aesthetics in having the ponds low?

Mr. Roy responded the fish are having a hard time surviving and the banks are exposed. If you have a heavy rain, you can get erosion on the exposed banks.

Mr. Moyer stated at one time, all of these Water Management Districts use to have an exemption for wells that were four inches or less.

Mr. Roy stated they still do.

Mr. Moyer stated you have to get a well drilling permit or a consumptive use permit.

Mr. Roy stated perhaps Mr. Clark has seen all of the pending changes in the Water Management District criteria for consumptive use and what they will permit as far as a well for filling the lake. It could be looked at.

Mr. Cumello asked do we have any liability or issues with the S.J.R.W.M.D. if we let the ponds run dry?

Mr. Clark responded I would not think so. I have not reviewed the permit, but I would not think that we have an obligation to provide storm water. That is what we have storms for.

Mr. Moyer stated in some respects, having the water at a lower level does provide additional storage for when we do have heavy rains. I do not know how big this pond is.

Mr. Cumello stated it is not that big.

Mr. Roy stated some people may try to walk down the grass bank to the pond and slip on the muddy bank.

Mr. Cumello stated I still propose that we table this and see what happens during the rainy season. The next item is the repair of the fishing dock on Vista Lake. Mr. Roy was supposed to obtain some proposals.

Mr. Roy stated I obtained two proposals and I provided a sketch to Mr. Moyer of what we were proposing. One proposal was from the contractor that came out to look at the drainage modification. His estimate was \$2,800 to prepare the plans. I have not had a chance to do an in depth discussion of whether they planned to replace the pilings. It looks like there have been some attempts to strengthen the pilings as someone had driven wedges in them to bend them over.

Mr. Cumello stated in the time that I have lived here, I was not aware of any maintenance to the dock.

Mr. Roy stated in looking at the pilings, some look like two posts that were wedged together to get the hand rails more into alignment. The site contractor estimated the repair of the pilings to cost \$2,800. The second proposal was to replace and repair as necessary the walkway for \$2,600. I spoke to someone who specializes in dock building and he was hesitant about doing a low cost repair and having to provide maintenance for it. He was concerned with the wood warping as soon as he completed the repair and could not warrantee it. I asked him to give us a price to replace the pilings. He provided me with different scenarios ranging from \$8,800 to \$30,000 to replace the entire dock with 6x6 pilings and install a vinyl railing. I need to obtain additional information as I do not have a good description of how many pilings they were going to be replacing. The bottom line is it will cost from \$2,600 to \$30,000 to repair the dock. The pier has fairly long pilings. I do not know if there is a possibility of lowering the dock, if the Board elects to repair or replace it since it is a long way above the water. We would have to follow the slope down to an elevation that is above the 10 to 25 year storm. I think the pier is at the bank elevation.

Mr. Cumello stated the Reserve Study has \$130,000 reserved for the total future cost of replacing the wood decks and docks including the pilings. There are only two docks. In 2016, \$47,000 was set aside for the first stage of the replacement. The estimates are lower than what was estimated in the Reserve Study.

Mr. Holihan asked how many square feet is the dock?

Mr. Roy responded the walkway is 70x100 feet long. It is 125 feet from the walkway to the dock.

Mr. Holihan stated or 900 square feet. You can build an actual dock and walkway 100 feet long with the terminal platform being 1,000 square feet for \$50,000.

Mr. Roy stated I will talk with the contractors to see what it would cost to replace the posts with 6x6 pilings.

Mr. Holihan stated everyone is now using 6x6 pilings because they are easy to replace. What shape is the decking in?

Mr. Roy responded the wood is wearing out and buckling. It is not bad. The issue is to salvage the beams and the deck without having to take it apart.

Mr. Holihan stated three years from now you are going to have to replace the deck anyway.

Mr. Roy stated correct.

Mr. Cumello stated the deck is 10 years old.

Mr. Holihan stated it would probably be cheaper to replace everything.

Mr. Cumello stated there are several issues; the water level is down six to eight inches, the deck is starting to sink and there is also a drainage problem.

Mr. Roy stated we received two bids for drainage; one for \$7,000 and the other was for \$10,000 to install inlets and piping underneath the dock.

Mr. Cumello asked would they install a drain and concrete mold?

Mr. Roy responded they would install four drains. The entire water sheet flow flows along the sidewalk. The grass along the sidewalk channelizes it, right to the entrance of the dock. As soon as the water hits the landscaping beds, it goes towards the lake and to the sidewalk in front. They installed some small yard drains and covered it with pine bark. The water flowed past that and underneath the dock and eroded it. There are a series of inlets to pick up the water as soon as it leaves the grass and flows into a pipe at another inlet where everything is channelized. It is then piped underneath the dock with a filter fabric with rock, flume and catch basin. There was basically a 3x3 concrete apron that channelized the water to the inlet.

Mr. Cumello asked how big are these pipes?

Mr. Roy responded 6x8.

Mr. Cumello stated we had a similar problem where we had the water backing up on the lawn and back onto the tennis courts. As a result, we ended up installing 100 to 150 feet of piping under half of the tennis court and put rocks around it so the water would drain into the sewer.

Mr. Roy stated this proposal includes a sidewalk replacement, irrigation and adding rocks underneath the walkway.

Mr. Cumello stated something needs to be done because it is washing away. In fact we have safety cones around it so that kids do not fall.

Mr. Roy stated it is hollow underneath the apron or concrete and needs to be filled. They can try to pump grout in there, but there are always going to be holes underneath the sidewalk.

Mr. Holihan asked in order to do the work under the dock, are they going to have to rip out the top part of the dock?

Mr. Roy responded no. We would be coming down the side. Most of the work is done manually.

Mr. Holihan asked what is your best estimate to resolve the erosion problem?

Mr. Roy responded the proposals ranged from \$6,180 to \$10,000.

Mr. Holihan asked what is your recommendation?

Mr. Roy responded either one of these contractors will be fine. I suggest installing trench drains across the sidewalk to get the water to concentrate in there.

Mr. Cumello stated it sounds like we should go with the \$6,180 bid. It does not make sense to spend \$10,000.

Mr. Moyer asked who is the contractor?

Mr. Roy responded All Terrain Tractor Service.

Mr. Cumello stated I assume we have money in the budget for this expenditure.

Mr. Roy stated we have \$6,660 budgeted. Do you want me to obtain an additional bid?

Mr. Cumello responded we need to separate the two jobs. The immediate problem is a safety issue as it undermines the entire walkway to the dock.

<p>Mr. Cumello MOVED to accept the proposal from All Terrain Tractor Service in the amount of \$6,180 to install trench drains across the sidewalk leading to the dock and Mr. Holihan seconded the motion.</p>

Mr. Rose asked are we going with the lowest bid or a not to exceed amount?

Mr. Roy responded I received two bids and \$6,180 was the lowest bid.

On VOICE VOTE with all in favor, the prior motion to accept the proposal from All Terrain Tractor Service in the amount of \$6,180 to install trench drains across the sidewalk leading to the dock was approved.

Mr. Holihan asked how long will it take to do the work?

Mr. Roy responded probably a couple of days. Is there the possibility of closing this section of the park?

Mr. Cumello responded we can rope the area off.

Mr. Roy stated trying to maintain the foot traffic would be a problem.

Mr. Cumello stated the second issue is with the dock itself, which will cost \$2,600 to \$30,000.

Mr. Holihan asked is this urgent?

Mr. Cumello responded no. What I am hearing is that there is no guarantee on a quick fix.

Mr. Roy stated correct. I do not know if they were replacing the pilings for \$2,600. I will get with them to see what is involved.

Mr. Cumello stated if it will cost under \$3,000 to level it off, I am in favor of doing this. If we spend \$28,000, we can probably get a few more years out of the dock.

Mr. Rose asked what is the harm in leaving the dock the way it is?

Mr. Cumello responded it will continue to sink. At some point the deck will start cracking.

Ms. Borden stated considering the severity of the erosion underneath and also where the sidewalk is, I am concerned about the integrity of the dock. What are your thoughts about putting this work off?

Mr. Roy responded the pilings should be straightened out to get them in alignment.

Ms. Borden asked are you okay with the quick repair?

Mr. Roy responded yes, providing he can save the deck. He does not intend to save the deck and any of the beams. He is just going to try to re-align the pilings.

Ms. Borden asked how many more years do you think you would have left before you would have to replace the entire dock?

Mr. Roy responded the decking will probably go in the next five years. The nails are starting to pull up and the wood is blistering.

Mr. Holihan stated I suggest that you obtain a bid to replace the entire dock from an actual dock builder. If the dock will cost \$10,000 for a new one and you are going to spend \$3,000 to \$4,000 for repairs to give you another three years, it does not make sense to make any repairs. The bid for \$28,000 seemed high as it does not include a roof or any structure to the dock. It should not be that expensive.

Mr. Shelton asked would the work we just voted for be for nothing if we decide to replace the entire dock?

Mr. Roy responded it should not be. They will be driving a new piling through the pipe. The work will be confined to a five foot wide trench underneath the dock. They should be able to work outside of that.

Mr. Shelton stated so there is no need to do them simultaneously.

Mr. Roy stated doing them simultaneously is the better way to do it.

Mr. Shelton stated I was wondering if we should make the decision on a new dock before making the repairs we just voted on.

Mr. Cumello stated the problem is if we do that, we are going to have several months with a hazard. The dirt is gone and is no longer underneath the sidewalk, but the sidewalk is suspended.

Mr. Roy stated by the end of next week we should be able to get bids on the complete replacement of the dock.

Mr. Shelton asked does that mean we have to make a motion for some provisional approval since we do not meet for another three months.

Mr. Moyer stated I can provide the proposal to the Board. However, if the Board wants to schedule a meeting before the regular meeting in May, we can do this.

Mr. Cumello stated we can call a special meeting.

Mr. Shelton asked can we approve it by email?

Mr. Moyer responded no. The Board cannot communicate, but I can provide the proposal. The actual decision has to be made at a meeting.

Mr. Shelton stated the risk is if we decide to replace the docks, we are wasting \$6,180.

Mr. Roy stated there is a possibility that some rocks or material may be disturbed.

Mr. Cumello stated you can write into the specification when they replace the dock that they need to protect the sidewalk and they are responsible for any damages.

Mr. Rose stated when we started talking about the dock initially; you indicated that there were some measures that would decrease the cost of replacing the dock because it is so high off of the lake. Are we okay with looking at other alternatives like brining it down?

Mr. Roy responded I do not know if the residents are saying it is too high or not high enough.

Mr. Cumello stated when we had hurricanes in 2004, the water came up four to five feet in that lake and the dock was where it should be.

Mr. Roy stated I have to see what the elevation is because it sure seemed like it was eight to nine feet down to the water.

Mr. Cumello stated the boat/canoe dock was totally submerged.

Mr. Roy stated the normal water level of that lake is 80 feet and the 100 year storm event is 85 feet.

Mr. Holihan asked what is the water level at the dock?

Mr. Roy responded I do not know.

Mr. Cumello stated I suspect it is at 12 feet.

Mr. Roy stated even in a 100 year storm, you are still four feet above the 100 year elevation.

Mr. Cumello stated I propose that Mr. Roy research this and if it is significantly different than this \$28,000, Mr. Moyer can call a meeting for the Board to make a decision.

Mr. Moyer asked Mr. Holihan, do you have any suggestions on the type of decking material to replace the entire deck? I myself have a dock and know there has been a lot of advancement in decking material.

Mr. Holihan stated I just performed a study and the decking material contractors are currently using are all recycled materials. However, the cost is three times the cost of wood. My dock is seven years old and is due to be replaced this year. I personally made the decision that I was not going to spend the money to replace the dock.

Mr. Roy asked do you seal or paint your dock?

Mr. Holihan responded I do not, but my neighbor does. At the end of the day, I am not even sure it makes a difference. All it does is make the dock sticky.

Mr. Roy stated I will ask the contractors to provide me with different options on dock materials, what we can do to keep the dock above the 85 foot 100 year elevation and whether lowering the water level would make a difference on the cost. We have to watch for the handicap accessibility provision.

Mr. Holihan asked how tall are those pilings?

Mr. Roy responded they are in excess of 20 feet.

Mr. Moyer stated Mr. Roy, if you will provide the proposals to me, I will provide it to the Board and make a judgment call on whether we need to call a special meeting.

Mr. Cumello stated item nine was for Mr. van der Laan to obtain landscaping proposals for the feature fountain areas, which was discussed earlier in the meeting.

Mr. Moyer stated we will remove this item from the Action Item List.

Mr. Cumello stated item ten was for Mr. van der Laan to request that Aquatic Systems be more aggressive in their treatment of ponds 8 through 10. This is an ongoing issue because we accumulate a lot of algae in the summer. At the last Board meeting, the Board took action to install aerators in the remaining ponds. According to Mr. van der Laan's notes, it's scheduled to be done by March. My question at the last meeting was whether our contractor, Aquatic Systems was doing a good job. We pay them \$1,200 a month to test the water and another \$300 to maintain the ponds. There are additional ponds needing maintenance. If we give them additional money to add fish, we need to find out if we are going to get better services in the summer or have the same issue with algae growth in the ponds and whether or not Aquatic Systems is the right contractor for us. We are going to see in the next couple of months whether or not the things we have done have made any difference. If there is no change, I recommend that we change contractors. I would like to make a recommendation to the Board on whether or not it is feasible to use reserve funds?

Mr. Moyer stated I recall discussion at our last meeting about using reserve funds versus unused budgeted funds. The entire issue comes down to whether it is a formal Reserve Fund as you are technically only supposed to use those funds for that purpose. Surpluses in our Operating Budget that accrue to the Fund Balance are unrestricted. It depends on how limited you want to make this reserve account. If we want to keep a reserve account, I suggest we use

operating funds rather than the reserve account. It is better to use reserve funds on reserve replacement items listed in the Reserve Study and have the General Fund accrue as the Fund Balance. It is up to the Board on how restrictive you want to be. Heretofore, I sense from the Board that we want to protect those reserve funds since we spent the money on a Reserve Study. Maybe the direction is if it is totally related to reserves that we take the funds out of the reserve funds and if it is not, then the money would be taken from the operation and maintenance account.

Mr. Cumello stated let's use the example from the last meeting where reserve funds of \$14,000 have been used for towers, fountains, pumps and capital repairs. I recall that we agreed to spend \$30,000 to add the aerators. Will the money for this expenditure come out of operating funds or the \$14,000 that was set aside for 2010 under the reserve?

Mr. Holihan asked were the aerators in the original study?

Mr. Cumello stated there are aerators in the Reserve Study, but I do not know whether the study was done to contemplate that they would originally have 12 ponds with aerators.

Mr. Rose stated I recall we said that we would budget funds to put aerators in over the next few years, but we have the money.

Mr. Moyer stated if it were my decision, from an accounting point of view, I would take funds out of the Undesignated Fund Balance. If we need more money, we would move it from the Undesignated Fund Balance.

Mr. Cumello stated so we would not touch the reserve based on that.

Mr. Moyer stated correct.

Mr. Holihan stated I would think that we should be the most conservative we can be, especially in these times and the less we use the reserve funds, the better off we are going to be. I do not think in clear conscious, we can touch the reserve funds unless it is to replace something in the Reserve Study.

Mr. Moyer stated that is the most defensible position for the Board to be in.

Mr. Cumello stated in the Reserve Study we have \$17,000 allocated for the replacement of aerators for 2011. Then we have another \$8,000 for repair of the asphalt and pavement curbs for 2011. We probably will not need to use those funds, unless there is an issue in the POA or Gentry Park.

Mr. Rose stated if we can afford it, let's do it.

Mr. Moyer stated someday you are going to have to do that.

Mr. Holihan stated all of us know that as we continue following the Reserve Study, as we get three to four years down the road, there is going to be something in that reserve that creates a break in those numbers. It would be nice to have a cushion in the Reserve Fund.

Mr. Cumello stated what I think all of us are agreeing to is to utilize the operating funds for all of the replacement and repairs we are going to be doing in the near future and allow the reserve funds to continue to build. We should see some benefit in that the next time the Reserve Study is amended.

Mr. Holihan asked will the new areas be included in the new Reserve Study?

Mr. Cumello responded for that particular line item. That sounds feasible. I have an additional action item that did not make it to the list from the last meeting. When we were discussing the bonds, we questioned whether or not there would be any benefit to re-financing the bonds.

Mr. Moyer stated we have been looking at the bond market and from October until this date, it has deteriorated substantially. The problem is that we refinanced these bonds in 2007 and as part of that activity; there was call protection to the bondholders guaranteeing that those bonds would not be called for a period of 10 years. I have to check on this, but that is usually the standard. In order to refinance, you would have to fund a defeasance escrow where you would actually issue bonds and put the money in an escrow account so we would not have to call the bonds until the call date, which is six years from now. At the very low investment rates on the treasury side versus what you would pay on the bond side, the negative number is prohibitive. You just cannot make economic sense out of it.

Mr. Cumello stated so the answer is no.

Mr. Moyer stated correct.

Mr. Holihan stated this may sound naïve, but perhaps we can re-negotiate a better position with the bondholders. Everyone else is doing it.

Mr. Moyer stated I get asked that question a lot. The answer is if it is a performing credit, you have no leverage. If you want to try something like that, you have to default on your bonds and I do not think we want to be in a position of where we are defaulting on the bonds.

Mr. Holihan stated it is like a mortgage payment where if you miss two payments, you are in default.

Mr. Moyer stated even in a default situation where you restructure to capital appreciation bonds, they usually defer or lower the payment of principle and interest. You do not adjust the rate.

Mr. Rose stated we are not going there.

SEVENTH ORDER OF BUSINESS

Attorney's Report

Mr. Clark stated I have two items to report on. Since our last meeting, I have not heard anything regarding a change in the administrative action with the Super Stop on the City side. If you recall, there was an issue going on that I was not aware of.

Mr. Roy stated the City of Orlando asked us to work with the S.J.R.W.M.D. and the City to clear up their permit issues as far as the pipe south of Vista Lakes and the City discharging through this pipe. We re-ran all of the drain pipes and prepared a model that the S.J.R.W.M.D. required. The application was signed by the City of Orlando and was sent to the S.J.R.W.M.D. this week. This application was for the working permit listing the conditions that the City and Super Stop will abide by when discharging water from their properties. The Super Stop and the City have come to an agreement on the right-of-way acquisition. We believe that the model and application as submitted, clears up any issues that the S.J.R.W.M.D., the City or Super Stop has as far as ownership of the pipe south of here, who has the building discharge and the rates. As soon as this permit is issued, the Super Stop and the City will modify their permit to discharge to that pipe. The CDD should see the application that we have to sign off on that says they have the right to discharge a certain quantity of water to the Vista Lakes CDD pond system. When the Super Stop wants to amend or modify their existing conditions, they will have to obtain a letter from the CDD saying that they have the approval of the CDD for them to discharge.

Mr. Clark stated my responsibility has been to let others resolve the problem at no expense or detriment to the District. So far that has been what has happened. When that application comes back in, we will ask our Engineer to approve it and ask other parties to pay the cost to do so.

Mr. Roy stated hopefully in the next couple of months, the permit will be in place and the City will own and maintain the pipe. This is the way it was contemplated all along that it was the City's right as they paid for the line to be installed.

Mr. Clark stated for informational purposes, approximately a year and a half ago, the Board requested some options on the Pinycastle situation. This matter continues to move along

at a slow pace. The Board did not have a reason to take action at that time, but a Board member asked when the time period was starting to close. I believe the earliest window would be this coming fall. I wanted to put out on the table that by our next meeting, I believe that the Board will either be willing to say they do not want to do anything or agree to proceed. One of the major questions at the time was regarding the cost for any damages. It was not clear and it will not be clear until the final Action Report is taken. There will be some impact to the District owned wetlands, but we do not know at this point what that impact will be and what we will need to do as a result of the report when it is received; whether there will be a cleanup operation or have some liability to install a fence or post. I am not asking the Board members to take any action, but I am simply bringing this to the Board's attention. We should be thinking about this.

Mr. Cumello stated the last status report I received from the Army Corp. of Engineers was that they were going to publish their final report. They were supposed to issue it by the end of 2010, but now they are talking about distributing it during the first or second quarter of this year. This document will show where they are going to work next, how much money they plan to spend and what type of conditions will be put onto the properties.

Mr. Holihan stated we cannot form our opinion without that document.

Mr. Clark stated it is hard for us to decide what we should do until they tell us what they are going to do or not do. That was the problem when we spoke a year and a half ago. We did not think we would still be at this point and having this discussion, but we probably should.

EIGHTH ORDER OF BUSINESS

Engineer's Report

Mr. Roy stated Mr. Moyer sent me a picture of the drainage settlement problem occurring in Waverly/Carlisle. I was able to get some contractors to look at the storm drain and settlement around it and they provided me with some prices on the repair. These are the same contractors that provided prices for the park improvements. One estimate was \$2,875 to demolish the existing inlet top, pour a new inlet top, repair the curb in front of the inlet, patch the sidewalk, repair the driveway pavers and add sod. The second bid was \$6,180.

Mr. Holihan asked what caused the erosion?

Mr. Roy responded the contractor that originally built Waverly/Carlisle used pre-cast materials and the bottom structure of the inlet was improperly set, causing a void on the backside. There have been other inlets in the same community that have the same problem.

Mr. Cumello stated this has to be the fourth or fifth inlet with a problem.

Mr. Roy stated the guy doing the pipe work has to be exact on where he sets the structure. This one is probably three to four inches from where the box is set. Many times they will set the inlets first before they pour the curb so they can adjust the curb to match the inlet. With this one, they poured the curb first and then wiggled the inlet top around to get it to fit.

Mr. Cumello asked why was there such a large difference in price?

Mr. Roy responded they were the exact opposite on the bids for the park repairs. The low bidder on that project was the high bidder on this one and vice versa.

Mr. Cumello asked does this require a motion from the Board or is this just a normal repair?

Mr. Moyer responded I think you need to make a motion. To the extent that we need to move monies, we will do so.

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor the proposal for \$2,875 to demolish the existing inlet top, pour a new inlet top, repair the curb in front of the inlet, patch the sidewalk, repair the driveway pavers and add sod in Waverly/Carlisle was approved.

NINTH ORDER OF BUSINESS

Community Association Manager

A. Activity Report

Ms. Borden stated a copy of the monthly Activity Report was provided to the Board in the agenda package. The aerator installations are now completed in Carlisle and Waverly. We have additional contracts for the smaller pond in Avon, Lake Bedford, Odyssey and the area over by Horizons. Those installations should be completed by March. We have an issue in Windsor where there are two cut throughs in a cul-de-sac; one by the fence and the other at the end of the cul-de-sac where ATVs or larger vehicles are accessing Windsor. There is also an abandoned boat behind the fencing.

Mr. Holihan stated the boat had been there for awhile.

Ms. Borden stated we have proposals to one) install palms around the cul-de-sac that would eliminate anyone from accessing the property. The amount of the proposal is \$2,960. We also have proposals to install some plant material at the open end of the fence for \$722 and in a larger area for \$1,440 to close up those areas. It may be a better solution to just install the palms because if they close up those areas, people will find another area in the brush to gain access. Putting palms around the open cul-de-sac, will prevent any access to the community.

Mr. Rose stated we have this same problem in Amhurst and Champlain. The last time we discussed this, we felt that vegetation or plants would not resolve the problem because they would be run over so we ended up putting the owners on alert.

Ms. Borden stated that is another solution.

Mr. Cumello stated the issue we have is this cul-de-sac is over by the cell tower, which the CDD does not own. This property was deeded to Mockingbird. The two lots at the end of the cul-de-sac were also deeded over to Mockingbird and the right-of-way for the road from Narcoossee to Vista Park was deeded over to Mockingbird. The entire end of the berm belongs to Mockingbird.

Mr. Roy stated there is still a right-of-way.

Mr. Cumello stated the right-of-way is for a road, but those two lots were removed from our plat. The Windsor tract is a foot from the curb before the right-of-way for the new road. They are never going to build the new road because it goes into an area filled with old bombs.

Mr. Clark stated the map that I have has a future City right-of-way to be maintained by the CDD. Would the CDD own a maintenance right?

Mr. Cumello responded that is gone. Before Newland Communities left, they quit claimed those two lots in 2006 at the end of the cul-de-sac to Mockingbird, which is why it is a wide open lot.

Mr. Roy stated I will try to locate the legal descriptions and the plat so you can see how much property you own.

Ms. Borden stated that is why the suggestion was for palm trees.

Mr. Cumello stated I do not think there is enough room. It is in the 2006/2007 minutes where Newland Communities sold these two lots to Mockingbird before they left.

Mr. Roy asked is the boat on the west side of the barb wire fence?

Ms. Borden responded yes.

Mr. Roy stated it is not on CDD property. It is on the adjacent parcel.

Mr. Borden stated the biggest complaint was people accessing Windsor, which is a gated community.

Mr. Cumello asked can we force Mockingbird to do anything? When you go down Narcoossee, there is a big lot before the BP Station and a road leading to property where there are cattle. At one time they were going to build a Lowes, but that did not happen. However,

there is access for parking and they can come right into Windsor. I believe that is what is happening.

Mr. Roy asked is it worth contacting Mockingbird to get them to install a barb wire fence?

Mr. Cumello responded we cannot force Mockingbird to do anything.

Mr. Clark responded I do not think we can get them to secure our property.

Mr. Roy stated I wonder if we can get their permission to install a barbed wire fence. The rest of the fences around that area are all barb wire cattle fences. There is a gate to the south of this area.

Mr. Cumello stated we gave them everything, including our berm so they could do a cut through. What action do we need to take? We are not going to put shrubs on their property. Even if we put in shrubs at the end of the cul-de-sac, that will not keep people from riding their ATV's back there because it is an open lot.

Mr. Borden stated the only suggestion would be to put something around the cul-de-sac closer to the road. It would definitely be more attractive than a barbed wire fence.

Mr. Roy stated I was talking about having the barbed wire at the south side of those lots away from the cul-de-sac. That would keep people from trespassing on that property.

Mr. Cumello stated the discussion from the Board was how they were going to protect us from people walking into our neighborhood after they built the road. They are talking about building a berm, but people can walk over a berm.

Mr. Roy stated there was actually a berm, retaining wall and a screened wall. I will see if I can find out what was dug into the ground.

Mr. Rose stated if there is no contract with them, we can probably negotiate with them.

Mr. Cumello stated I think we talked about a wall, because we have walls on Lee Vista Boulevard.

Mr. Roy stated there used to be a wall surrounded by landscaping on the road.

Mr. Rose stated if there is something we can force them to do, we should do it. Will you both work together on this?

Mr. Roy and Ms. Borden responded yes.

Mr. Cumello stated please place this item on the action list.

B. Agronomist Report

Ms. Borden provided a copy of the monthly Agronomist Reports which were provided to the Board in the agenda package. All of the spray records from Servello for the prior year were provided to the Agronomist last month for their review. There are monthly meetings with the Agronomist as well as Servello to ensure that proper recommendations from the Agronomist were being carried out by Servello. If there are any future capital improvements for landscaping, not only is it important to secure proposals, but also have the Agronomist review the proposal to make sure that the plant material being installed is proper and easily maintained and that future chemicals to be used were also being considered.

Mr. Shelton asked did you get a look at the improvement at the entrance gate.

Mr. Borden responded the Agronomist will see the property tomorrow and will discuss it. We briefly discussed it and he was not aware of the improvement until he actually saw the landscaper installing the plants. He will definitely take a look at it tomorrow and give us his feedback.

Mr. Cumello stated in reading the report he believes that all of the plant matter will come back due to the cold and was not recommending any replacement at this time.

Ms. Borden stated correct. Basically, what Servello has said is that every time you see plants die in the winter and they are brown, they leave the plants to protect what's underneath because if they keep cutting the plants down, they will keep turning brown and damage the bottom portion of the plant. He believes that everything will come back. There was discussion regarding covering the plants. It was determined that this was not necessary because the plants have a year warranty and last year we went through a cold winter, which did not affect the plants. If they did, they would have to replace them anyway because they were under warranty. I would like to speak to the Agronomist further regarding this.

Mr. Cumello asked if the plants do not come back by April, would it be their responsibility to replace the plants if they did not come back?

Ms. Borden responded yes.

Mr. Rose stated they came back last year.

Mr. Cumello stated we also replaced a lot of plants.

Mr. Rose asked which ones?

Mr. Cumello responded they replaced the plants at the entrance to Waverly/Carlisle and an island behind it.

Mr. Rose stated the Agronomist gave us a physics lesson. Do we need to do anything? I think he was acknowledging that we were not watering properly.

Ms. Borden stated a copy of this report is provided to Servello to follow up on the recommendations. They also provide notes at the end of the month on how they are progressing and the action they are taking in order to accomplish his requests.

Mr. Rose stated that is what we are used to seeing, but was not addressed in the notes.

Ms. Borden stated there was also an issue with the drainage on the volleyball field behind this building. Maintenance staff has been collecting the water by the road.

Mr. Rose stated there was a note related to the soccer field. It looks like Servello said that this report contradicts the Agronomist's Report of November 2010. Has all of that been worked out?

Ms. Borden responded I will have them research the report.

Mr. Rose stated On Page 3, in the fourth, third and second bullet from the bottom, it looks like Servello did not respond. Is this on our Action Item List and are they going to do anything about it?

Ms. Borden responded I am meeting with Servello on February 21st. Usually they are good about answering every little nuance.

C. Consideration of Progress Energy Lighting Contract for Newport

Ms. Borden provided a copy of the Progress Energy lighting contract to the Board in the agenda package. There is an area near the playground near the Newport area, which does not have any lighting. This is what the homeowner suggested.

Mr. Rose stated this is an HOA matter.

Mr. Cumello stated it is not on the park, but on the street.

Mr. Rose stated we have had these requests before and our position was "It is what it is". What is insufficient about the lighting?

Mr. Cumello responded we do not have enough lighting in the cul-de-sac in front of a resident's house.

Mr. Rose stated there are already three lights in that cul-de-sac, which we already paid for.

Mr. Cumello stated the residents want another light in that cul-de-sac because it is dark in that area. The HOA does not pay for the street lights.

Mr. Rose stated you are correct.

Mr. Cumello stated the only ones who can approve this request is us.

Mr. Rose stated we have had requests of this nature before and are not here to provide safety.

Mr. Holihan stated I live there and believe there is sufficient lighting. The last time we had this request, we had concerns about ongoing maintenance, electricity or “fairness” with other communities having to pay for this one light that does not benefit anyone. I would be opposed to this.

Mr. Cumello stated I am indifferent to this matter personally because it was brought up at an HOA meeting by a resident who wanted an additional light in their cul-de-sac. The HOA said that they were not responsible for street lightings and told them to go before the CDD.

There was no consensus from the Board to approve the request for an additional light.

TENTH ORDER OF BUSINESS

Supervisors’ Requests

Mr. Cumello stated a resident who had to leave had a request for landscaping around the ponds, especially the one on Lee Vista Drive on the south side (Home Depot side). There are no trees. They are looking at all of the money we spent for landscaping in front of the fountain and would like the same around the lakes where there are no trees. I believe there are a lot of trees on the Pembroke side, but no trees on the Waverly side. I recommend that we have Leland look at the area and obtain proposals.

Mr. Shelton asked did we budget for this?

Mr. Cumello stated I assume that we do.

Mr. Rose stated not after putting the landscaping at the entrance.

Mr. Cumello stated we have to figure out how much was spent.

Mr. Moyer stated in the meantime, Leland can get proposals.

Mr. Rose stated there is no landscaping around the lake at Avon or the big lake.

Mr. Cumello stated there is landscaping around the lake on Lee Vista Park Boulevard. There are all types of trees. Every lake is different. We just need to find out if anything can be done by us.

Mr. Rose stated we should get some recommendations from the Agronomist and proposals from Leland.

Mr. Cumello stated it has to do with this whole issue about capital improvements. There was a capital improvement at the fountain. Obviously, it got done, but we did not have much input on exactly what it was and how much it was going to cost. If we are going to spend money on capital improvements, we should be doing it to what the residents want to use the money for.

Mr. Shelton stated there is a problem with the irrigation on Chickasaw from Newport to the Lift Station. The landscaping on the lake side is beautiful, but on the opposite side from the lake, there is a grassy area between the sidewalk and the curb, which always dies and has weeds. It looks abandoned.

Mr. Rose stated it does not look abandoned.

Mr. Shelton stated it looks neglected and barren.

Mr. Rose stated just last year, we replaced the sod and put irrigation into a plot of land where the lake is on the east side of the road and talked about doing the other side in this year's budget.

Mr. Shelton stated this is similar to the residents request for landscaping around the lake.

Mr. Rose stated in my mind it is a lot different because behind there is a conservation area and we do not maintain that at all. I pass that area every day and it looks like part of the conservation area except for a small area. I disagree that it is the same issue as what the resident raised, but I agree that eventually we need to replace the irrigation and spruce up that area. That should already be on Mr. van der Laan's list. We should confirm that he is working on this.

Mr. Cumello stated it is an action item to eventually get a proposal for replacing the Bahia with St. Augustine between the curb and the sidewalk.

Mr. Shelton stated you cannot do that without irrigation.

Mr. Cumello stated there was some discussion about installing irrigation on Chickasaw. We have irrigation at Melrose near the gate. Can we extend the irrigation?

Mr. Holihan responded there is already irrigation on that side.

Mr. Roy stated we had a sidewalk washout caused by an irrigation system on that side of the road. I am fairly sure that there is an irrigation main on that side of the road.

Mr. Rose stated I know there is irrigation up to the curb and at the annex of Newport. Then it stops. There is a portion of irrigation in that area, which needs to be connected.

Mr. Shelton stated there is a strip of land there that does not look like it has been irrigated.

Mr. Cumello stated you made a good point. We do not have a good handle on the proposed capital improvements that need landscaping. We installed irrigation and replaced the sod a year ago on this side of Chickasaw for a considerable amount of money. We also spent money to repair the fountains. We need to look at what else we should be doing.

Mr. Shelton stated there should be a list of proposals that we need to obtain to be prioritized by the Agronomist and Servello. You have a good point in that the repair of the fountains would not be at the top of that prioritized list and therefore was not money that was wisely spent. I want to review ownership of the gated communities. The HOA owns a quarter inch of asphalt on the road. The CDD owns the six inches of soil underneath and all of the storm drains. The driveway aprons are the responsibility of the homeowners. I believe the HOA owns the sidewalk.

Mr. Roy stated the roadway curb base and storm drainage is all part of the storm drain collection system. The sidewalks are not part of the drainage system.

Mr. Shelton stated the CDD does not own the sidewalks; the HOA does and the driveway aprons are owned by the homeowner and not the CDD. Correct?

Mr. Roy responded it is in an HOA tract. If you look at the plat and what we would designate as right-of-way is described as a tract in the plat, which is owned and maintained by the HOA. It is a common access easement.

Mr. Shelton asked does that tract go between the curb and the homeowners property line?

Mr. Roy responded it goes from back of sidewalk to back of sidewalk on the east side of the road. That tract is owned and maintained by plat by the HOA. The CDD owns from back of sidewalk to back of sidewalk on the west side of the road.

Mr. Moyer stated you need to look at the deed restrictions to determine whether the HOA passed on the maintenance responsibility for the driveway aprons to the homeowner. I would not be surprised if the HOA would have done this when preparing those documents.

Mr. Clark stated that would be the norm.

Mr. Roy stated I know that the HOA documents say that the strip of grass between the back of sidewalk to back of curb should be well maintained by the lot owner. I do not know what it says about the sidewalk itself. It is more of a community corridor and may be owned by the HOA.

Mr. Cumello stated there is one exception, which is the sidewalk against the signature walls, which are owned by the CDD according to the plats, as well as the walls and sidewalk and handicapped ramps.

Mr. Roy stated in Melrose, the City owns the sidewalk along Chickasaw leading to the gates, which makes them public.

Mr. Cumello stated we looked at the plat for Melrose when we determined who owned the gates and we found out that one side sits on private property and the other side sits on CDD property.

Mr. Roy stated I do not think there is a straight line 50 feet of the centerline of Chickasaw that is the City and there is a CDD tract behind it that has a section of road. I believe that the walls have tracts outside of the sidewalk that are owned by the CDD.

ELEVENTH ORDER OF BUSINESS

Audience Comments

Mr. Roy stated the contractor installed an apparatus in front of Pond 12 and submitted an invoice. I saw the apparatus from a distance and there is already algae accumulating. That goes back to the lake maintenance. We may want to look for a finer mesh screen to block water from getting into the outfall.

Mr. Rose stated we need to make sure that our maintenance staff is doing what they need to do.

Mr. Cumello stated I disagree. We are paying Aquatic Systems an extra \$300 a month to perform maintenance.

Mr. Moyer stated Servello indicated that they would look at that pond when they are in the area and if they needed to do something they would. We are also paying the aquatics contractor so there should be enough people looking into this matter.

Mr. Rose stated if we are already seeing an accumulation, someone is not doing their job.

Mr. Roy stated they put a log in front of it.

Ms. Borden stated we will put Aquatic Systems on notice to look at all of the ponds.

Mr. Shelton asked where is this pond?

Mr. Roy responded this is the pond just east of the school.

Mr. Cumello stated this is the one that overflows onto the street, which the City fined us for.

Mr. Roy stated there are four otters in this pond.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Shelton seconded by Mr. Rose with all in favor, the meeting was adjourned.

Gary L. Moyer
Secretary

John Rose
Chairman