

**MINUTES OF MEETING
VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District was held Thursday, July 9, 2009, 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
James Shelton	Assistant Secretary
Ron Cumello	Assistant Secretary
Dr. Harold G. Banks	Assistant Secretary

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Travis Rentz	Clark & Albaugh, LLP.
Barry Roy	Engineer: Bowyer-Singleton
Gary van der Laan	Leland Management
Lee Smith	Holland & Knight

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the June 11, 2009 Meeting

Mr. Moyer stated each Board member received a copy of the minutes of the June 11, 2009 meeting and requested any additions, corrections or deletions.

Mr. Shelton stated at the top of Page 4, "*I agree with Mr. Cumello*" should be "*I agree with Mr. Moyer*".

On MOTION by Mr. Shelton seconded by Dr. Banks with all in favor the minutes of the May 14, 2009 meeting were approved as amended.
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THIRD ORDER OF BUSINESS

Manager's Report

A. Financial Statements

Mr. Moyer stated the financials were included in your agenda package. What is noteworthy is through May 31, we still had not collected \$90,000 of our non-ad valorem assessments. However, through June 30, this amount has decreased to \$70,000. We anticipate still receiving revenues from the sale of tax certificates from the County. This is where we are in terms of revenues.

Mr. Cumello asked is our balance in the operating budget \$102,000 in the positive?

Mr. Moyer responded the total Fund Balance under year to date actuals is \$421,000. We have to use some funds for the June, July, August and September operations.

Mr. Cumello stated the Fund Balance year to date is \$102,000.

Mr. Moyer stated the \$102,000 is the variance of where we are currently.

Mr. Cumello stated one of the discussions we had last time was what we thought the carryover was going to be at the end of the fiscal year. We were talking about somewhere between \$100,000 and \$200,000. Does it look like it is going to be closer to \$100,000?

Mr. Moyer responded we anticipate an end Fund Balance as of October 1 of approximately \$278,000. The Renewal and Replacement and Reserve Funds that we established are roughly \$200,000. Therefore, we are projecting \$78,000 of Fund Balance that is not committed to reserves. We can discuss this further under the budget discussion.

B. Invoice Approval #108

Mr. Moyer stated Invoice Approval #108 was provided to the Board.

Mr. Rose asked what is the status of the unclaimed checks?

Mr. Moyer responded we are still working on it. I reported last month that we looked into what happens if those monies are never collected. It is remitted back to the State and they hold that money until someone claims it.

Mr. Rose asked have we seen any movement?

Mr. Moyer responded I have not checked on this since we spoke about this a couple of months ago.

On MOTION by Mr. Rose seconded by Mr. Cumello with all in favor the financial statements for the period ending May 31, 2009 and Invoice Approval #108 dated June 29, 2009 in the amount of \$87,955.14 were approved.

C. Questions and Comments on the Proposed Fiscal Year 2010 Budget

Mr. Moyer stated we made some changes from the budget that was distributed last month. Mr. van der Laan took a look at some of the operating expenditures and came up with an additional \$30,000 of monies that could be cut from the budget. That still gives us a shortfall of \$80,000. It is coincidental that your Fund Balance is \$78,000. If it is the Board's desire not to raise the non-ad valorem assessments, I think we can get there by using the unallocated Fund Balance. However, if we raise the assessments, then we have to send out letters to all residents advising them of this fact and notifying them of where the public hearing is going to be held. I have taken the liberty of reserving a conference room at the hotel at the end of Lee Vista Boulevard in case we proceed with increasing the assessments. If we take the monies that Mr. van der Laan identified and reduce the budget by \$30,000, on a per unit basis, the residents would end up paying an additional \$22 to \$47, depending on the lot size.

Mr. Shelton stated I think it increases to \$64.

Mr. Moyer stated the amount per unit would be \$64 if we did not make the \$30,000 adjustment.

Mr. Rose stated I do not think we should raise the assessment.

Mr. Moyer stated the Board does need to be aware that we can get by this year by using that unallocated Fund Balance next year, but we will have to raise assessments next year in order to continue the programs you currently have. If that is your desire, then I suggest you direct staff to bring back a budget for your public hearing showing no additional increase in assessments. We will make whatever adjustments we need to in order to accomplish that.

On MOTION by Dr. Banks seconded by Mr. Rose with all in favor District Staff was authorized to provide a budget at the public hearing showing no additional increase in assessments.
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D. Discussion of Action Item List

Mr. Moyer stated the action item list was provided to the Board. I received a response from Narcoossee Acquisitions LLC. in response to the letter and invoice we sent to them asking for their voluntary contribution for the maintenance expense on a portion of Lee Vista Boulevard. Mr. Yeager responded that he was not willing to do that, although he did feel that the City should take on a greater share of the maintenance cost and responsibility for all of Lee Vista Boulevard and would be glad to support us in that effort.

Mr. Rose asked has anyone responded to any of our invoices?

Mr. Moyer responded no.

Mr. Cumello asked does Mr. Yeager represent both the north and south side of Lee Vista Boulevard?

Mr. van der Laan responded he only represents the south side.

Mr. Cumello asked are we still waiting for a response on the north side of Lee Vista Boulevard?

Mr. Moyer responded yes. The north side was invoices as well as the south side.

Mr. Rose stated but no one has paid them.

Mr. Moyer stated no.

Mr. Rose stated if we wanted to abandon that and not maintain the small section from the turn into the Home Depot Plaza all of the way west, it could be a fairly easy cut. Of course we would have to look at the legalities of any agreements we have and go through that process of not maintaining it anymore, or we can suck it up and do what we have been doing. I do not think the CDD should maintain it.

Mr. Moyer stated I suspect as part of the Development Order for Lee Vista Boulevard there were commitments made that this part would be maintained by Vista Lakes. We can confirm that, but I suspect that would be the case.

Mr. van der Laan stated I have to check on it, but if you decide not to maintain it, the City will probably come back and say we need to remove our irrigation lines out of the ROW and remove the plants and place Bahia instead of just letting it deteriorate.

Mr. Rose stated I am sure they will say something.

Mr. Cumello asked what are the savings by not maintaining it?

Mr. Moyer responded I did that calculation and will circulate it to the Board.

Mr. Cumello stated we need to know if there was a cost benefit.

Mr. van der Laan stated coming into Vista Lakes there would not be.

Mr. Rose stated the way that the median is cut, it almost lines up directly with our tower. As you come into Vista Lakes, there is 300 feet that could look better. Right now, it does not look good. It is torn apart.

Mr. Cumello asked how far did we cut?

Mr. van der Laan responded we cut all of the way to the corner from the street to the sidewalk.

Mr. Cumello stated I know we are maintaining the median. Are we maintaining the sidewalk too?

Mr. van der Laan responded that would be my guess.

Mr. Cumello stated effectively they are getting the benefit of our cutting.

Mr. Rose stated yes. That was one of the reasons we tried to bill them, but if they are not willing to pay, then this is something we need to seriously consider. Of course, we need to do the right thing, by notifying them first before we abandon it.

Mr. Cumello stated what we need to know is the cost savings to the community on a yearly basis and whether there is anything in our agreement with the City that prevents us from doing so.

Mr. Moyer stated we will bring that back to you. I received a letter from the Mr. Travis Rentz on the research they are going regarding the roads.

Mr. Rentz stated I am here for Mr. Clark who is on vacation. On Tuesday, I sent a memo to Ms. Brenda Burgess outlining the different tracts within the Vista Lakes CDD that were to be dedicated to the CDD by plat. The conveyance documents we found conveyed those tracts to the CDD or the HOA or to the City.

Mr. Rose asked did this come about from discussion at last month's meeting?

Mr. Rentz responded there was discussion at last month's meeting about what assets the CDD was entitled to. In those discussions, we had pulled the plats and the conveyance documents to see if we could confirm whether or not the CDD had conveyed by fee simple title on the tracts they were entitled to under the plat.

Mr. Rose asked why couldn't one of our management companies have done the same thing because this is an expensive report?

Mr. Cumello responded the issue is the Audit Report that we were asked to approve back in March indicated there were assets of \$17 million. The action was to research whether or not that was a true number.

Mr. Moyer stated the dedications on plats and the title work is more typically done by Attorneys.

Mr. Rose asked is this a public record?

Mr. Moyer responded yes.

Mr. Rentz stated most of the tracts shown on the plats to be dedicated to the CDD were in fact dedicated pursuant to a separate conveyance document. There are a few outstanding issues. In Champlain, one tract was dedicated to the CDD that was supposed to go to the City. This was a 50 foot pedestrian access easement. In Vista Lakes Town Center, there was a conservation tract that was to be dedicated to the HOA. There is a recorded document indicating that title went to the CDD.

Dr. Banks asked how did you make a determination of who it was supposed to go to?

Mr. Rentz responded on the face of the plat, there is dedication or some surveyor's notes. The dedication will usually state who the developer is dedicating the tract to. There are surveyor's notes on the face of the plat that will also state that tracts will be dedicated to a certain entity at a later time. The issue you have is a surveyor's notes that state a tract will be dedicated to a certain entity is not actually a conveyance of fee simple title. You usually back that up with a separate deed from the developer to that entity. All of the tracts that were to go to the CDD, were not in the dedication, but were in fact in the surveyor's notes. In order for it to be a proper transfer to the CDD, you need a separate conveyance document from the developer transferring that tract to the CDD. We pull all of the plats for the development, look at the dedication, surveyor's notes and deeds from the developer to the CDD and compared that to what is on the face of the plat to see if it matched up.

Mr. Cumello asked are the developer's plans considered to be a public record?

Mr. Rentz asked are you referring to the plat?

Mr. Cumello responded the plat for the land they paid for and were going to deed to the CDD. I am used to seeing the Quit Claim Deed for the plat.

Mr. Rentz stated the plat is a public record, which is where the developer sub-divides the land and shows the layout of the development. The deed is what actually keeps title to those properties as set forth in the plat if it is going to some other entity for maintenance or operations. The deeds are attached to the documents I provided showing where these tracts were conveyed from the developer over to the CDD or HOA. The reason why I included the HOA deed is because some tracts were erroneously conveyed to the HOA when they should have been conveyed to the CDD. As you will see in the plat, there is probably two to four tracts at the most that either the CDD should own that they do not properly hold title to because there is not a

conveyance document or that were erroneously conveyed to another entity when the CDD should have had title to it.

Dr. Banks stated I am looking for 30 feet of property along the property line owned by Mockingbird. It is 30 feet wide and goes all the way to the lake. It should have been conveyed to the CDD, but I do not see where it was conveyed.

Mr. Rentz stated there probably was an easement. In the conclusion of the memo, we stated "We cannot find the gate conveyance documents from the developer to the CDD by a transfer of the easements." An easement is a transfer of interest of property, just like a conveyance. Technically there should be a deed from the developer, but we cannot find one of record. The dedication block states "The developer dedicates the lands shown within the plats for the uses and purposes described therein." If the surveyor's notes did not state that, the CDD is not going to get the easements they are entitled to. There is an argument that based upon the language in the dedication block, if the developer says "I am dedicating the lands described herein for certain uses" and you have the surveyor's notes with those easements listed stating that the CDD is a beneficiary to those easements, it defaults to that language. Mr. Clark and I have discussed this issue and we feel the best position for the CDD to take is to continue exercising the beneficiary rights of those easements unless we get some adverse position from someone else. Unfortunately there are no documents on record transferring those easements.

Mr. Cumello stated for example on Tract H, the Waverly roads, we should deed those back from the CDD to the HOA, you need a deed from Terrabrook to the CDD. Can you explain what the issue is?

Mr. Rentz responded the issue is that Tract H under the terms of the plat was to be owned by the CDD. We cannot find a deed going from the developer to the CDD, but in the public records, we found a deed going from the CDD to the HOA. There is a gap there because there should have been a deed from the developer to the CDD and then transferring its interest to the HOA if there was a reason. I am not sure if this is one of the ROW's within the private gates and that was the reason they transferred it over to the HOA. Technically there is an argument there that the HOA is not the fee simple title holder of that ROW because the CDD did not have the authority to make that transfer over to the HOA if there is no deed going into the CDD.

Mr. Cumello stated it seems like all of the private roads are on the plat. I see Melrose and Carlisle.

Mr. Rentz stated there were three.

Mr. Moyer stated those were dedicated by plat.

Mr. Rentz stated they were not dedicated by the dedication block. The surveyor's notes are not considered a conveyance because it is not executed in the same formality as a deed. That is where it contains the dedication language.

Mr. Rose stated that has always been one of our questions from the beginning about who should own those. Are you saying that the intention of the plat was for the roads to go to the CDD?

Mr. Rentz responded yes.

Mr. Rose stated but they never did go the CDD. We gave them to the HOA, which we did not have the right to.

Mr. Rentz stated correct. The reason for that could possibly be because the CDD quit claim deeded over their interest or whatever they had to the HOA. There might have been the argument that because of the language on the plat, the CDD owns some interest. They want to say, "Whatever the CDD owns, I want to give to the HOA as there is a deed going from the developer to the HOA." However, I could not locate this deed.

Mr. Cumello stated this has always been a problem. We felt that these roads were paid for by CDD bond money and then transferred to the HOA. We asked what the logic was behind that and we heard about the theory of the inch and a quarter of asphalt that allowed for the transfer. Then it goes back to the fact that the Auditor indicated that there was \$17.7 million in assets and we wanted to know where these assets were. Are we saying that the land and the few roads we have in the POA are worth \$17.7 million? I am trying to figure out whether this is true or not. At the last meeting, Mr. Clark said that this exercise would help us to determine that.

Mr. Rose asked can you provide any information on this, Mr. Smith since you took the lead on it?

Mr. Smith responded yes. I am fairly confident that there was a deed out there from the developer to the CDD on these tracts and that was transferred from the CDD to the HOA. We were trying to find some of these deeds in our files for Mr. Rentz and will continue searching for it. I am confident that this deed exists. The private gated roads may have been originally conveyed to the CDD and then the CDD conveyed them to the HOA.

Mr. Cumello stated some deeds were conveyed from the HOA directly from Terrabrook. How did that happen?

Mr. Rentz responded I think from the few tracts that were erroneously conveyed to the HOA, one or two tracts were within the Vista Lakes community.

Mr. Cumello asked did you find any like that?

Mr. Rentz responded I did. Warwick, N-14, Tract C was a park that per the plat was to be dedicated to the CDD, but instead was dedicated to the HOA. I gave you the conveyance documents.

Mr. Smith stated I think the land use was changed as the park was intended to be owned by the CDD and instead they decided to improve it for a park. That is why they conveyed it to the HOA instead of the CDD. That is my recollection.

Mr. Rose asked where would something like this be reported?

Mr. Smith stated it was recorded. You show a conveyance to the HOA

Mr. Rentz stated this was based on what we saw on the face of the plat and compared it to what we could find in the public records. If there were any other circumstances, at least we would have this information.

Dr. Banks stated there are two small pieces of land; a triangular and rectangular piece at the end of Passaic. I do not recall their designation.

Mr. Smith stated I believe those were originally designated as future development tracts to the developer.

Dr. Banks stated it could come to the City as part of Passaic Parkway.

Mr. Smith stated after the monuments were conveyed.

Mr. Rentz stated Tract N, which is an open space and landscape tract, was also dedicated to the HOA where in terms of the plat, it was supposed to be dedicated to the CDD.

Mr. Cumello stated I believe that is also a park. We still do not know what the answer is and what their legal recommendation is. Are we going to keep things the way they are?

Mr. Rentz responded I think right now we need to provide you with the backup documentation and show you what is out there. I know this is something Mr. Clark wanted to think about and discuss further with the Board.

Mr. Cumello stated this does not seem to answer the question about where the \$17.7 million in assets are. This only lists the properties that the CDD is currently deeded. How do you put a value on those assets to come up with \$17.7 million?

Mr. Moyer responded construction costs. What the District actually expended to build that infrastructure is what we show as the asset value. That is what is being depreciated. In the private communities if the theory was the inch in a quarter of asphalt, they could maintain it as a private road. You are right when you said that the reason why the road was dedicated back to the HOA. The rests of the road under our Improvement Plan would be considered drainage improvements because that is the way stormwater was conveyed from that property into the retention ponds. All of the work of the road to set those elevations, we would consider them to be drainage improvements as differentiated from roadway improvements. This is something we would continue to own and be responsible for.

Mr. Shelton stated if I have a drainage problem with the storm sewer in the road, even though it is a private road would the CDD be responsible for asphalt cracking?

Mr. Moyer responded since we built that road, we are other than the asphalt and the hard surface, then we still have that responsibility.

Mr. Shelton asked what about the sidewalks?

Mr. Moyer responded if it was built by the CDD, it is part of the drainage of the community and we would probably be responsible for it.

Mr. Rose stated let's say you have a road in Waverly with huge potholes. Are you saying that an inch and a half is owned by the HOA and below the inch and a half if owned by the CDD?

Mr. Moyer responded no. Within the road, if the hole ends up being more than an inch and a half, this is because the top inch and a half failed. The pothole would then be repaired by the HOA. However if on the other hand a drainage pipe connecting the catch basins are discharging to a District pond or for whatever reason crushed or destroyed the road, we would end up being responsible for the repairs.

Mr. Shelton stated in other words, if the problem is caused by the top down, it is an HOA problem.

Mr. Moyer stated that is the best way that I look at it.

Mr. Rose stated the current working theory is that the roads that the HOA are responsible for we have to maintain on our books as assets because of the pipes that run underneath the roads.

Mr. Moyer stated as well as the work that was done to contour the roads as a drainage improvement.

Mr. Rentz stated the sub-grade, base and curbs were all part of the stormwater conveyance system.

Mr. Rose asked do we have reserve funds for this purpose?

Mr. Moyer responded I do not recall. I have to look at the Reserve Study. I would be surprised if funds were set aside for this purpose. It would be very unusual to have such a catastrophic failure that you had to replace all of the improvements that were constructed. Over a long period of time that may happen. But, generally you would pick those up under the contingencies that you maintain in your annual operating budget rather than reserves. When you think about a road, the part of the road that you replace generally is the asphalt. It is seldom that you go in and rip out an entire drainage system of a road because they never have that problem. We would not be charged with having reserves for the milling and resurfacing of the asphalt.

Mr. Rose stated right, but we now have a \$6,000 expenditure because of that issue.

Mr. Moyer stated those types of things happen. You could take \$6,000 out of your annual operating budget rather than out of a reserve account.

Mr. Rose stated although when I look at this it says "45.5 square yards of asphalt for \$1,592."

Mr. Moyer stated which is appropriate because it failed from the bottom up and not from the top down. When we go in and make that correction, it is our obligation to replace that portion of the road.

Mr. Cumello stated I am looking at the reserves in the 2010 budget. It does not include the stormwater management system. It has paving, brick pavers, catch basin, repairs, concrete curbs, gutters, sidewalks, fencing, gates, irrigation system, fountains and walls.

Mr. Moyer stated what you described is the conveyance system for water management. We never reserve for ponds. When there is a hole in the ground, there is not much to replace. You can argue that those holes in the ground over a period of time will need to be dredged and re-excavated, but that seldom happens.

Mr. Shelton asked what is a typical lifetime for the stormwater system?

Mr. Roy responded 50 years.

Mr. Cumello stated we already had at least eight failures. Three occurred in April. There was one in Warwick.

Mr. Cumello stated getting back to the assets, I am just looking at the analysis I did with the current contracts. We have a contract with Kearney for \$3 million for the grading. Is that part of the \$17 million?

Mr. Moyer responded yes.

Mr. Cumello stated there is another contract for \$1 million for Vista Park Boulevard, which was paid by the CDD, but transferred over to the HOA. Was that part of the \$17 million?

Mr. Moyer responded that is probably still part of the \$17 million.

Mr. Cumello asked where does this leave us from a legal standpoint? Are we good, bad or indifferent?

Mr. Rose responded it is an accounting question.

Mr. Cumello stated the question we had for both parties is what assets encompass the \$17 million dollars as reflected in the budget and whether or not this information is correct. We are struggling with what the \$17 million in assets are today. It was \$18 million last year so depreciation is lowering it each year.

Mr. Moyer stated correct. The reason we are concerned about the asset value is by definition from the Auditor General, if your asset value is less than your liabilities, which in this case would be the payment on the bonds, that puts you in a state of financial emergency. There are ways for the Auditor to disclose that and address that so it does not end up being a financial emergency. For example, we have situations where a District would build the entire road and spend a huge amount of money to do so and dedicate it to the County. In this case, our asset value is zero, but our liability is a great deal of money because we issued bonds. The Auditors in those cases do in fact make that footnote. The real asset is use. It is not who actually owns the underlying fee simple. We all get to use the roads that we built and assess for. I argue that we gave up an asset, but at the same time we gave up the maintenance liability for that road. From the homeowners perspective, it is a plus; not a minus. We do not own the road and do not pay the maintenance for the road, but we get to use the road. The Auditors do not understand that.

They are just looking at where the dollars went, tracking the dollars and who has ownership over those dollars. They do not care about the use or anything else. We can get Auditors to make that footnote if necessary. In this case, because there was some confusion, the Board approved the Audit showing that asset value until we went through and tried to determine who the actual owner is. This is why the Attorneys got involved.

Mr. Cumello asked if there is a tract that was conveyed to another party; whether the City or HOA, is the capital cost still an asset for the CDD? I do not know who can answer this question.

Mr. Moyer stated that is how we got to this point. Mr. Clark took the position if it were done by plat, we still own it. However, if it is done by deed, then someone else owns it. That is the differentiation we have been wrestling with and why all of this work was done to show what we own by plat and what was deeded.

Mr. Cumello stated Vista Park Boulevard, which was deeded to the HOA, but was built with CDD money, cost \$1 million. Do you think that \$1 million will be taken out of the CDD asset because the CDD no longer owns it?

Mr. Moyer responded it depends upon whether it was actually conveyed to the HOA by deed.

Mr. Cumello stated it was.

Mr. Moyer stated then it clearly is an asset we have to write off.

Mr. Rose asked does the HOA have responsibility for everything?

Mr. Moyer responded yes.

Mr. Cumello stated this is the whole problem. No one knows what they own. The HOA has reserves for paving.

Mr. Rose stated we do not reserve for this so they are where we now are.

Mr. Cumello stated correct, but the CDD assumes it is their asset and they are making repairs.

Mr. Rose asked how do we confirm this is the case?

Mr. Rentz responded there is a deed going from the CDD to the HOA. The HOA has considered fee simple title of that tract.

Mr. Rose asked is this by theory or by fact?

Mr. Moyer responded that is by operation and what is common in the industry the way Districts generally look at that. Who knows what a judge will look at. I have never been in a lawsuit where an HOA came back against a District and said "You build it because you are responsible for it. You broke it. You fix it." My response to this is you own the improvements by fee simple title and you have to maintain it.

Mr. Rentz asked are there current maintenance owned tracts?

Mr. Moyer responded I believe so.

Mr. Rentz asked is there anything that would lead us to believe that the HOA has not accepted title to those tracts?

Mr. van der Laan responded no.

Mr. Rose stated it sounds like we will have to find the missing link to those roadways between Terrabrook and the CDD. Once that link is found, we know that the CDD legally needs to convey them over to the HOA. At that point, we just have to make sure the HOA understands that they own it and must maintain it and the CDD has nothing to do with it. From a CDD perspective, I think that is wonderful.

Mr. Cumello stated but the HOA basically received an asset at no charge. The CDD still has a liability to pay off the costs.

Mr. Moyer stated we paid the capital cost as part of the bond.

Mr. Cumello stated I think the action is we are still waiting for an opinion

Mr. Rose stated we just need the missing link and then we are done.

Mr. Cumello stated Mr. Smith is still doing the research. I would hope there is some communication between the two parties to get this closed so we understand what we have and then we need a legal opinion and recommendation from the District Manager on where we go from here.

Mr. Moyer stated that's fine.

Mr. Rose asked can you provide us with a legal opinion on what you just said?

Mr. Rentz responded yes. That is what we are anticipating. I think there is also an accounting issue.

Mr. Moyer stated I will handle that.

Mr. Rose asked what about the other discrepancies? What do we need to do in order to put those to closure?

Mr. Cumello responded I think our Attorney should work with the developer to obtain the documentation.

Mr. Rentz stated I think other discrepancies are the missing documents. There are recorded documents, but they erroneously transferred tracts to an entity that wasn't receiving title under the plat.

Mr. Cumello asked are you going to give us a legal opinion on what to do with that, which could be anything from ignore it to undo it?

Mr. Rentz responded absolutely.

Mr. Cumello stated if the opinion was for the land to go back to the CDD, that would be good news.

Mr. Rose stated the only outstanding issue is the 50 foot emergency pedestrian access in Champlain.

Mr. Cumello asked what about the tracts that were transferred to the HOA?

Mr. Rose responded that is also an issue. We have the roadway issue, the park issue and the 50 foot emergency pedestrian access in Champlain. It was supposed to go to the City of Orlando, but it was transferred to the CDD. Everyone will come together on those three issues for the next meeting.

Mr. Rentz stated we will advise you of the options and the Board can make a decision.

Mr. Moyer stated lets discuss the run times on the fountains.

Mr. van der Laan stated those have all been adjusted to eight hours per day. At one time, we were running them as much as 14 hours per day. You should see a substantial decrease in your electric bills.

Mr. Moyer asked what is the status on the Wachovia irrigation issue?

Mr. van der Laan responded a notice was sent to Wachovia from the POA.

Mr. Cumello asked do you have any idea what their response is going to be?

Mr. van der Laan responded no. The last time I spoke to them was approximately a week ago and we went over the options of where they can pull water from. I put them in touch with the company that dug the wetland for the Publix property.

Mr. Cumello asked who currently owns the property?

Mr. Moyer responded Wells Fargo.

Mr. Cumello stated they have plenty of money.

Mr. Moyer stated on the Horizon wall reimbursement, Mr. van der Laan just provided to me a check for \$3,600.

Mr. Rentz asked is there another issue we need to address on the wall?

Mr. Moyer responded no. We are continuing to monitor the Lee Vista Boulevard/Narcoossee intersection matter.

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 I believe there is an invoice for the Warwick road repair. I spoke to the Contractor who was wondering about their means of payment. This invoice was for \$6,500, which Mr. van der Laan said was in this check approval.

Mr. Moyer stated I am expecting a phone call from the Accountant by 1:00 p.m. to see if the checks were approved. The check should go out tomorrow.

Mr. Roy stated there was a request from Mr. Moyer's office for the Phase I Report that was prepared in 2000. We were waiting for our Attorney's recommendation to provide that to the CDD. There were several lawsuits where our records were requested so our insurance carrier appointed an Attorney who determined that anything we do associated with Vista Lakes has to be approved by them first. We just received his opinion and can now release the report.

Mr. Moyer stated I will get that to the Board member.

Mr. Cumello asked is there a lawsuit against your company?

Mr. Roy responded no. Some of our records were requested and copied.

Mr. Cumello stated I believe these records were requested by law firms who have lawsuits against the developers.

Mr. Rose asked did we ask you for this report?

Mr. Moyer responded I think Mr. Cumello asked if we had this report.

Mr. Cumello stated I requested a document from a third party and referred him to the CDD because it was a CDD document.

Mr. Rose asked why don't we have this document on file?

Mr. Moyer responded because it was done for a private entity before the District was involved in the project. We do not have any right to it because it pre-dated the District. This is a moot point if they are going to give us the document.

Mr. Rose stated the problem is we are getting billed for everything that is happening. Why are we involved in this at all if it has nothing to do with us?

Mr. Cumello responded if it is a CDD document, it is a public document and if someone requests a public document, we have to provide it to them.

Mr. Rose asked then why don't we place a copy of this document in our official records?

Mr. Rentz stated I do not believe it is a CDD document. Theoretically, if it is not a CDD document, then there is no need to distribute it.

Mr. Cumello stated I just send people over to the District Manager's office.

Mr. Rose stated tell them to contact the Engineer directly and do not bill us for any of this work.

Mr. Moyer stated I will do that.

Mr. Roy stated basically this is a closed issue.

Mr. Cumello asked what document was requested?

Mr. Roy responded it was an April 2000 Phase I Environmental Assessment Report.

Mr. Cumello stated the CDD was created in 1999.

Mr. Roy stated the report was not created for the CDD. There was a 1998 report done for the CDD.

SIXTH ORDER OF BUSINESS

Community Association Manager

A. Activity Report

Mr. van der Laan stated the monthly Activity Report was provided in the Board's agenda package.

B. Agronomist Report

Mr. van der Laan stated the monthly Agronomist Report was provided in the Board's agenda package..

Mr. Rose asked what happened to the westbound gate?

Mr. van der Laan responded the motor shorted out and is out being rebuilt.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Cumello stated a resident who happens to be a Police Officer told me that maintenance staff is driving golf carts on the streets. It appears that 60% of their cost comes back to the CDD. They are using the golf carts to pick up trash and maintaining items. He did not believe this was a low speed area that would allow us to use golf carts. This is all new to me. He gave me an example of Celebration where people generally use golf carts to go to the store, but they are zoned as a low speed area allowing for golf cart usage on their streets. Does the District Manager have any experience with these types of issues in other CDDs?

Mr. Moyer responded not as it relates to golf carts being used as a maintenance vehicle versus the use of a golf cart to transport people back and forth rather than using automobiles. Mr. Cumello is exactly right. It is part of Chapter 316 of the Florida Statutes on when you can and cannot use golf carts. Generally, this applies to residents using them as differentiated from a maintenance company using them in the normal course of their work. I will look at it.

Mr. Cumello stated please look into it. The resident was emphatic that we should not be using golf carts on the roads as it was a violation and they could be ticketed for it.

Mr. Moyer stated I hope they have more important things to do than that.

Mr. Rose stated our landscaping company has the same problem.

Mr. Cumello stated I asked that question and he explained to me that the difference between a golf cart and a utility vehicle was that it was a low speed utility vehicle. I would like for someone to look at this to see if this is legal.

Mr. Moyer stated I am familiar with Chapter 316 and will look at it further to save the District on Attorney's fees, but keep in mind, I am not an Attorney.

Mr. Cumello stated I assume you have experience with other properties. I have never heard of this before and I am just bringing it up for discussion.

Mr. Shelton stated the Police Officer may be confusing this with Osceola County laws.

Mr. Moyer stated what is interesting is in Celebration, those are neighborhood electrical vehicles and not golf carts. There are no golf carts being used in Celebration.

Mr. Shelton asked do we allow golf carts here?

Mr. van der Laan responded yes, for maintenance staff use.

Mr. Shelton asked can you please have the Recording Secretary send me a hard copy of the agenda as well as email?

Mr. Moyer responded yes.

Mr. Shelton stated the website is still not accurate. The homepage has the correct date and time for the meeting, but on the left side of the page, there is a link for the current agenda, but there is no agenda when you click on it. You can get to the agenda through another way so you can remove the bullet. The third bullet is the current meeting schedule. When you click on it, there is the schedule from October 2007 to September 2008. You can get to the schedule from the second link under the third bullet. The agenda page does not say anything about the schedule, but if you scroll further down, you will see a link for the schedule.

Mr. Moyer stated I will have Ms. Brenda Burgess call you directly.

Mr. Shelton stated she can also contact me by email.

EIGHTH ORDER OF BUSINESS

Audience Comments

There not being any, the next item followed

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

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

Gary L. Moyer
Secretary

John Rose
Chairman