

**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, November 10, 2011 at 10:00 A.M. at the Vista Lakes Clubhouse, 8841 Lee Vista Boulevard, Orlando, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Scott Clark	Clark & Albaugh, LLP.
Barry Roy	Engineer: Bowyer-Singleton
Gary Van der Laan	Property Manager
Mr. Darby	Servello & Son

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 11, 2011 Meeting

Mr. Moyer stated that each Board member received a copy of the minutes of the August 11, 2011 meeting and requested any additions, corrections or deletions.

Mr. Cumello stated on Page 3 when we were discussing the water quality and landscaping contract, Mr. Clark stated "We do not anticipate an increase for any of those items". I question whether our Attorney said this.

Mr. Moyer stated this does not sound like something Mr. Clark would say.

Mr. Cumello stated I believe this statement was made by Mr. Moyer, but nonetheless, I assume we are not identifying ourselves. Also, Mr. Roy said it was being re-bid, which was not said by him. Whoever is doing the minutes should place a question mark if they do not know who is talking. On Page 7, Mr. Roy stated "We actually just completed some of that work,

approximately \$9,000. This has to do with the walls. I do not believe Mr. Roy said this statement. It must have been Mr. Van der Laan.

Mr. Moyer stated I usually proofread the minutes fairly closely. I will ask the Recording Secretary to be more careful, but to the degree you are speaking, if you identify yourselves, it will help the Recording Secretary.

On MOTION by Mr. Holihan seconded by Mr. Shelton with all in favor the minutes of the August 11, 2011 meeting were approved.

THIRD ORDER OF BUSINESS

Manager's Report

A. July, August and September Financial Statements

B. Implementation of GASB 54

Mr. Moyer stated we provided the financial statements through September 30. In terms of GASB 54, GASB is an acronym for Government Accounting Standards Board, who promulgates rules on how government agencies are to format their financial statements so they are uniform and understood by the public. GASB 54 is the way we show fund balance. In many cases, we would just show the funds as unassigned or uncommitted fund balance. What they are asking us and all governments to do is to break our fund balance into the following five components:

- Non-Spendable Fund Balance: Covers deposits the Board does not have access to.
- Restricted Fund Balance: Deals with the Debt Service Reserve Fund held by the Trustee for a specific purpose. Not generally available to the District to use.
- Committed Fund Balance: A project the District might have, which the Board has identified funds for.
- Assigned Fund Balance: Considered working capital where monies would be set aside to cover a period of time.
- Unassigned Fund Balance: An alternative to placing the money in the above categories.

Committed Fund Balance, Assigned Fund Balance and Unassigned Fund Balance are all under the control of this Board. Even though they may be in a Fund Balance, committed or assigned, if something came up where the Board needed to move the money to another reserve, you can do this. In looking at the financial statements, we actually have two balance sheets. The first shows the way we had historically shown our Fund Balances, where there is a reserve for

debt service, renewal and replacement and undesignated. Page 2 is how your financial statements will look in the future, where we have now identified a non-spendable Fund Balance, which are prepaid items and deposits. Restricted Fund Balance is debt service reserves. The Assigned Fund Balance goes towards operating reserves and the categories we have identified in our Reserve Study; notably roadway, sidewalks, gate, signage, fence, ponds, irrigation systems, fountains, wall re-painting. The final category is unassigned. If everyone is okay with this, that is the way the financials will look in the future.

Mr. Cumello asked what line represents pure cash not allocated for any reason?

Mr. Moyer responded the Unassigned Fund Balance where there is \$157,000.

Mr. Cumello asked is this the amount of money we have in the bank?

Mr. Moyer responded yes. In regards to the financial statements, through the end of our fiscal year, which was September 30, 2011; we collected slightly more money than we budgeted. We are also slightly under budget on the expenditure side, such that we add \$172,000 to the Fund Balance for the last fiscal year. Some adjustments may need to be made because of closing entries and including invoices from September. This should be a close approximation to what our year end financial statements look like.

Mr. Cumello stated we have approximately \$157,000 as of the end of the fiscal year.

Mr. Moyer stated correct.

Mr. Cumello stated however, we would not expect any revenue to come in until January.

Mr. Moyer stated between mid-December and January.

Mr. Cumello asked is this our operating cash for the next few months?

Mr. Moyer responded if you look on Page 2, the first assigned category is our operating reserve, which shows \$153,000. This has been identified as an assigned reserve.

Mr. Cumello asked against expenses?

Mr. Moyer responded no, against cash.

Mr. Cumello asked what about anticipated expenses in the next few months?

Mr. Moyer responded yes.

Mr. Cumello stated in theory, we have \$310,000 in the bank to cover expenses.

Mr. Moyer stated that is correct.

Mr. Shelton stated all of this is the cash we actually have; cash designated for these purposes plus undesignated cash. What is the answer Mr. Cumello's question about how much cash we actually have?

Mr. Moyer responded \$600,000.

Mr. Cumello stated half of that amount is reserves.

C. Check Registers

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 questioned why is there an invoice with US Bank for \$3,500?

Mr. Moyer responded they are the Trustee for our bond funds. They make payments on behalf of the bondholder and invest your debt service reserve accounts, which have restricted access.

Mr. Cumello asked is this a one time fee?

Mr. Moyer responded it is paid once a year.

Mr. Cumello asked what is this rate based on?

Mr. Moyer responded it is the contracted amount. When we sold the bonds, we entered into a contract with US Bank for this service.

On MOTION by Mr. Holihan seconded by Mr. Shelton with all in favor the check registers for September were approved.

D. Discussion of Action Item List

Mr. Moyer stated the Action item List was provided to the Board. The second item is a follow up to the question Pastor Banks had on the assessment. The assessment was driven by the land use existing at the time the assessment was prepared. When the church purchased this property, they took the property subject to the assessment. Did Ms. Karen Ellis provide any information to Pastor Banks?

Pastor Banks responded no.

Mr. Moyer stated we will leave this item under pending items and I will have Ms. Ellis send the methodology to Pastor Banks.

Mr. Clark asked is the question whether the church should be subject to the special assessments?

Mr. Moyer responded there are two issues; one is whether the church is subject to special assessments and the other was whether four or five units were included.

Pastor Banks stated the question was whether 9,000 square feet were included.

Mr. Moyer stated the property had been allocated units and now it is a church and the amount the church is paying is based on the number of units assigned to it. However, I do not know whether it was based on commercial or residential square footage.

Mr. Holihan asked is this property part of the POA?

Pastor Banks responded yes. I questioned this due to the amount of the check I have to write.

Mr. Clark stated it is well known that properties like churches, which had ad-valorem exemptions, are still subject to special assessments. We typically have an issue that comes up regarding the allocation of assessments when use changes from what was anticipated. In one community, we had significant litigation because the Charter School took over a piece allocated for 33 units and then decided not to pay because as a Charter School, they believed they were exempt. This went through a five year piece of litigation and ultimately settled.

Pastor Banks stated my issue is not paying it, but the amount.

Mr. Clark stated on the debt service, you have to equal 100% and during development, if the developer changes the use and says "I am not going to build nine units and will build a church instead", he has the ability to shift the assessments. When everything is complete and there is no where to shift it to, if you do not pay it off, then the property has to retain the allocation they have. The O&M is slightly different because the Board has the flexibility each year when it adopts the budget to make changes to the allocation of the O&M if they think it is unfair to some property owner.

Mr. Moyer stated the O&M is much easier to deal with than the debt service because when we change the debt service and re-allocate, then we have to notify everyone's who's assessment will be increasing because the re-allocation can be messy.

Pastor Banks stated I just had to ask the question. I think I should have had the builder specifically fund it.

Mr. Moyer stated we circulated to the Board a listing of all the properties that had the tax certificates. There were not many.

Mr. Cumello asked is the Terrabrooke CDD us?

Mr. Moyer responded that is a good question. I did not focus on that, because anything we own should be exempt. Thank you for bringing this up. I will look at what those parcels are.

Mr. Clark asked do you want me to look into this?

Mr. Moyer responded no. I will ask my office to look into this. We have a couple of engineering items.

Mr. Roy stated I believe item five should have been for Mr. Van der Laan.

Mr. Moyer asked is there any report?

Mr. Van der Laan responded I was requested to get an Inspection Report for all of the CDD walls related to the amount of money we have in reserves for those walls. I believe the anticipated expense for next year is \$78,000, which as stated in the last minutes, we do not anticipate. We received a proposal from a masonry company to inspect all the walls and give a report for \$400. I also met with a company that does lighting inspections and obtained a quote from them for \$1,000 because we have been having issues with our entrance walls. As you know, the CDD takes care of 14 community entrance areas. We also received a quote from an Electrician for just under \$15,000 to convert the walls that still have the photocell lighting fixtures. We are changing the fixtures on the walls to more efficient lighting and correct some of the issues we are having. What I would like to do before we commit to having those repairs done is actually having somebody come through and evaluate the lighting needs. Over the last eight to ten years, those fixtures were replaced with a different type of fixture and bulbs. We can have someone come in and look at everything and put together a package for us. The cost to have a consultant do this would be \$1,000. I would like to get approval to have these items inspected.

Mr. Cumello stated the HOA maintenance staff keeps track of these repairs so I asked the HOA to put together a list of where we were on the repairs. The last time we spoke about this, the Board voted not to do anything based on lack of information. We continue to have problems at certain walls, while other walls seem to be good. I provided a list of repairs the HOA maintenance staff is working on.

Mr. Holihan asked what work did they do?

Mr. Cumello responded generally replacing bulbs and fixtures. Do we need to make a motion to pay \$1,000 to perform the inspection?

Mr. Moyer responded yes.

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor the proposal for a Lighting Inspection Report in the amount of \$1,000 was approved.

Mr. Van der Laan stated we also need to get approval to inspect the walls for \$400.

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor the proposal from a masonry company to inspect the walls and provide a report in the amount of \$400 was approved.

Mr. Van der Laan stated Mr. Roy will be reporting on item 11.

Mr. Roy stated in regards to item nine, the railing for the small observation deck runs \$16 per foot. The amount for the canoe deck is \$2,025. There was a previous submittal for re-decking for \$2,300 and an upgrade of \$3,200 for using composite decking. With the decking at \$6,000, the rail at \$8,000 plus the handicapped accessibility at \$4,000; the total amount for all items is \$12,500 for upgrading the canoe dock.

Mr. Cumello asked what did we spend on the fishing pier observation dock?

Mr. Roy responded \$17,000 to \$18,000. I did not find anything in the ADA requiring railing for the canoe dock. All of the marina facilities do not have protective railing on their municipal piers. The observation deck is in a different category. I believe the original cost to remove it was \$800. If you did this work in conjunction with the observation deck, the cost to mobilize would be slightly higher.

Mr. Shelton asked would you not need to include anything ADA wise?

Mr. Roy responded I did not find anything in the ADA standards requiring a railing or kick plate on the dock for ADA access. However, if you decide to install a railing, you have to install a kick plate to keep wheelchairs from going over the edge.

Mr. Shelton asked is your estimate \$12,500 minus \$2,500 for a total amount of \$10,000?

Mr. Roy responded yes.

Mr. Holihan asked how much was the decking?

Mr. Roy responded the sub-structure is in good shape. To remove the existing decking and install new boards is \$2,300. The composite decking costs \$3,200 to upgrade. Removal of the dock was \$800, according to the contractor who was here working on the observation deck. Removal and replacement of the existing decking on the sub-structure using wood was \$3,840.

Upgrading from standard to composite is another \$2,100. It would be a total of \$6,000 for composite decking. The railing per the specifications runs \$16 per foot. The sidewalk access is 150 to 175 feet with the grading and the new sidewalk down to the canoe dock is \$4,000.

Mr. Shelton asked has there been any other consideration to evaluate whether using the composite deck is a viable option?

Mr. Roy responded not really. The service life of the canoe dock is subject to splinters.

Mr. Shelton asked can you characterize the difference in terms of the service life?

Mr. Roy responded probably six years. It would probably have to be redone two to three times during its life.

Mr. Cumello stated this dock ends up under water at times.

Mr. Roy stated I would imagine it is only a foot above the normal water level. If you get four inches of rain, it will be under water. It should recover within three days.

Mr. Cumello stated I believe it was under water last month.

Mr. Moyer stated if you go with wood, periodically you are going to have to maintain it. The composite is a lot easier to maintain.

Mr. Roy stated the benefit is you do not have to paint or stain it. All you have to do is pressure wash it due to the bird habitat.

Mr. Cumello asked do you have an estimate of how much it would cost to install another observation deck?

Mr. Roy responded it is basically the same as what the other observation deck would cost; which is \$17,000 to \$18,000.

Mr. Cumello asked minus the removal of the existing dock?

Mr. Roy responded yes. The demolition was probably \$1,000. Depending on the location and elevation, the walk to it might be slightly shorter. I believe this lake has deeper slopes so the deck should be more up on the bank itself than the fishing dock.

Mr. Cumello stated I was told this lake is 40 feet.

Mr. Roy stated I do not think it is quite 40 feet.

Mr. Holihan stated it looks a lot deeper than 40 feet.

Mr. Roy stated it was measured at 30 feet with a five to one slope.

Mr. Cumello stated meaning it drops fairly quickly.

Mr. Roy stated yes. The five to one slope should extend 15 feet out from the water's edge and then it drops off at a two to one slope.

Mr. Cumello stated so it would be shorter than the one in the other lake.

Mr. Roy stated yes. It would have to be up more over the grass. It was questioned whether there was an access point through the Newport apartment complex. There are drainage easements, but not a defined access easement. It would have to be coming down someone's side property line and positioned somewhere near the HOA property or on the opposite side where there is CDD property.

Mr. Shelton asked is the price of the composite deck \$3,200?

Mr. Roy responded the canoe dock is \$2,136. The cost to remove and replace the wood deck is \$3,840.

Mr. Shelton stated I want to make sure we get the right number for the composite deck with access but not the railings.

Mr. Roy stated to remove the existing deck and replace with composite decking would be a total of \$6,000 plus \$4,000 for the access sidewalk.

Mr. Shelton asked do we need to authorize \$10,000?

Mr. Roy responded yes.

Mr. Shelton MOVED to accept the proposal to remove the existing deck and replace the canoe dock with composite decking and add an access sidewalk in an amount not to exceed \$10,000.

Mr. Holihan stated I am not a fan of the composite decking. At the end of the day, I do not think the investment in the composite decking is worth the difference. This is just my personal opinion.

Mr. Moyer asked do you want to amend Mr. Shelton's motion to have a wood deck?

Mr. Holihan responded no. I was just voicing an opinion.

Mr. Cumello stated I am still concerned about not having access for the residents. If we spend money on that lake, does this mean we cannot spend money on this lake?

Mr. Moyer responded this is solely under the discretion of this Board.

Mr. Cumello stated we are dealing with a difference of \$10,000 versus \$17,000. What are our priorities?

Mr. Shelton responded one thing we can do is to replace the dock on this lake now. I think it would give canoe access to this lake if people want it.

Mr. Cumello stated I was thinking more in the lines of “the fishing observation deck”, which gets more use than this dock. That is the reason why we do not have any power boats anymore. I am just looking at how much money we are going to spend this coming fiscal year and what we are going to spend it on.

Mr. Shelton stated you sort of have an observation deck with the boat out there, but it is not the same as the deck in the other lake. One of my motivations for redoing the dock is the alternative is to remove it. I was bothered that the people who just moved in got the amenity and now it is being taken away. I do not think this is fair. If it was a matter of creating a new amenity, then there would be a lot stronger arguments for placing the dock elsewhere. Is there other things we can do with the money that would benefit more people? I think there is a different arena when you are taking away something that is already there.

Mr. Cumello stated I think we still have the option of leaving it alone. I thought our discussion was under ADA if we did not intend to do anything to the dock, we would not need to upgrade it.

Mr. Clark stated no. This was in one of those categories where you have to upgrade it, whether or not you intend to do anything to it. The understanding I get from you is there is a lot of energy among the advocacy groups and the Plaintiff’s attorney’s regarding this issue to meet the March 15, 2012 deadline. One of the questions you first asked when we started discussing this matter is what was the penalty for not abiding by the rule. The Department of Justice may not get to you, but it appears it would be enforced by a Claim’s Lawyer and groups who like to bring lawsuits. There is discussion in the system about this issue. I do not think we can just look the other way.

Mr. Shelton asked would you support a wooden deck? I do not have any strong feelings.

Mr. Holihan responded yes.

On VOICE VOTE, with Mr. Holihan, Mr. Shelton and Pastor banks voting aye and Mr. Cumello voting nay, the prior motion to accept the proposal to remove the existing deck and replace the canoe dock, was amended to reflect a wood deck and adding an access sidewalk in an amount not to exceed \$10,000 was approved.

Mr. Roy stated the motion was made to approve funding for the deck. Do you want me to proceed with obtaining a contract, providing a drawing showing the sidewalk and getting the permit through the City?

Mr. Moyer responded I think this was the intent of Mr. Shelton's motion. You have authorization from the Board to proceed.

Mr. Cumello stated you missed action item seven. At the last meeting, we were talking about how many aerators were not yet completed. I think the answer was four.

Mr. Van der Laan stated correct.

Mr. Cumello asked what is the status of the four aerators?

Mr. Van der Laan responded we are currently working on installing two. Progress Energy was on-site yesterday to inspect the Electrician's work. They had an issue with one of the boxes. The other one was connected so the installation can happen. The Electrician should have the box that had a wiring concern repaired this week. Within the next two weeks, the aerators will be installed. We have the meters and the accounts set up.

Mr. Cumello stated there was a concern by Central Park that electricity was being tapped off of one meter.

Mr. Van der Laan stated that is correct and a good point. We do not have a solution yet for Central Park and the work has been stopped until we can find a way to access it without having to go through Central Park. We received the plats from Central Park and there is no access to the pond behind the new property. One will have access from Chickasaw Trail.

Mr. Cumello stated I think the comment from Central Park was that they felt that the new fountain was being tapped off of their electricity.

Mr. Van der Laan stated originally, several months ago, the Electrician had done that and it was stopped the same day when we received a call from maintenance staff. They were looking for another way to go through the Central Park property. In order to get the plats, they have some issues to deal with. There are no easements there. The alternative was to go off of Chickasaw Trail.

E. Consideration of Engagement Letter with Grau & Associates to Perform the Audit for Fiscal Year 2011

Mr. Moyer stated a copy of the Engagement Letter for the fiscal year that ended September 30, 2011 was provided to the Board in the agenda package. This is a standard form letter, which identifies the scope of their audit services. What is noteworthy, is the fee was under

what was anticipated as it will not exceed \$5,500. Given the fact the CDD has outstanding bond, this is a fair audit fee.

On MOTION by Mr. Shelton seconded by Mr. Holihan with all in favor Engagement Letter with Grau & Associates to Perform the Audit for Fiscal Year 2011 was approved.

F. Arbitrage Rebate Calculation Reports for Series 2007A-1 and 2007A-2 Bonds

Mr. Moyer stated this is an informational item. When a government sells bonds after 1986, we sign a certificate saying we will determine our arbitrage liability. If we make more money on our investments than we pay the bondholders, we have to rebate this money to the Treasury Department of the Federal Government every five years. This requires us to make the calculation. On the 2007 bonds, we have no arbitrage liability at this point in time.

FOURTH ORDER OF BUSINESS

Attorney's Report

Mr. Clark stated I was asked at the last meeting to write a letter to the Army Corps. of Engineers. We had a problem getting permits from the City to do work in the ponds because they felt that they had not been cleared. After speaking with the Army Corps. of Engineers, they sent me a letter, which I forwarded to the Chairman. I did not have time to get the letter into the agenda package. I thought the letter would be sufficient to take to the City to have them issue permits and ignore the prior stop work status when we have work to do in the ponds.

Mr. Shelton asked can you explain the letter?

Mr. Clark responded it said they intended to take no further action in the water areas north of the line they have established and did not have any objection to permits being issued.

Mr. Moyer stated I will distribute the letter to the entire Board.

Mr. Cumello stated from dealing with the Army Corps. of Engineers, the City does not accept everything the Army Corps. of Engineers says. There is a possibility the City will ignore their response when it comes to issuing the permits.

Mr. Clark asked should we take this to the City now and find out what they are going to do?

Mr. Cumello responded yes. I would do this first because even though the Army Corps. of Engineers was so adamant about the issue, the City had fought back on a number of these properties.

Mr. Clark stated I will re-circulate the letter to the Board, when I hear from the City and we will have further conversations about it and take the appropriate action.

Mr. Cumello stated my last conversation with the Army Corps. of Engineers is they are still working on a decision document. The City will probably sit tight until it is agreed to. As a result, everything is frozen in place at this time.

Mr. Clark stated that is not surprising.

Mr. Cumello stated suppose we still have a problem and the City refuses to lift the temporary stop work and says "You still have to clear that property". Should we protect ourselves by putting Terrabrook on notice?

Mr. Clark responded it does not hurt.

Mr. Cumello stated we are talking about everything south of Lee Vista Boulevard, including the two ponds and the conservation area.

Mr. Clark stated lets talk further about how we should address this with the City and then we will go from there.

FIFTH ORDER OF BUSINESS

Engineer's Report

Mr. Roy stated several items came up. One is the new island formed in Vista Lake. I believe this was a result of the same rainfall event that contributed to the flooding of a car. We received five inches of rain in three hours. You will see in all of the retention ponds that the sediment gets into the storm system, just like the Mississippi Delta and forms an island where the velocity of the water changes. That delta has probably been formed since the pipe was installed into the ground in 1999. I believe the velocity of the water from that rainfall stirred it up and kicked up the sand above grade. Today, the sand is six inches below the surface of the water, which slightly dissipates the wave action. You will have similar deltas in the majority of these lakes. I know there is one in the first lake to the right of the western fountain. It has been there for years. I brought several contractors out to look at it and there are several different ways to get the island out of there. One is to grade the entire bank. However, you will tear up quite a bit of the bank to reach out there and grab it and put it into a dump truck or a dumpster and haul it off. You could also set up a mud hog dredge and dissipate it or disburse the sand out to the lake bottom so it is not in a confined area. One contractor said for \$1,000 he can get in there and disburse it out within the lake area. I have not received any further quotes. I am still trying to figure out what it would cost if you had to haul the sand out and how deep below the surface you

want to go. It is visible today. You can see a slight lighter coloration of the water, but it is below grade. I received an email saying it may have come from adjacent lands. It may have been a contributing factor of sediment getting into the pipe. I looked at their site and there is no evidence that they had any recent discharges into that system. Their entire site goes into a retention pond and any sand in their system should go into their retention pond.

I provided pictures showing the swale running along the west property line on the west side of the berm that runs the entire length of the property. This system probably needs some maintenance. There are pictures with four inch trees growing out of those inlets immediately adjacent to them. Two areas have settlement adjacent to the inlets so the inlets need some repair work. The same contractor who provided the above bid, gave me a proposal to clear this brush and fix a couple of inlets for \$2,800. I am expecting other numbers to come in. I think this is something that should be brought up with our landscape maintenance company. I believe this is CDD property and it should have been maintained all along. I think we should address this with them first before you pay someone else to come in here and clean it up. The majority is on the south section of Waverly/Carlisle near the last cul-de-sac. From there, it would go to the south property line where the majority of the problem is. Everything north of there is maintained fairly well.

Mr. Moyer asked does this in any way obstruct the pipe and flow of water coming out of the pipe?

Mr. Roy responded I believe the pipe is clear. Without diving it, I cannot tell. I think the sand coming through the pipe was disbursed and a big horseshoe delta formed. I do not believe that pipe system was impacted or was not flowing.

Mr. Moyer stated it is the Board's option to do something with this area.

Mr. Roy stated if we have major rain events, the sand will be kicked back up and the wave action will get it down below. Eventually you will have cattails forming and some vegetation to contend with. It is just part of the routine maintenance that should be done from time to time.

Mr. Cumello stated I would not spend a dollar. I am more concerned about the fact that I noticed the lake seems to get higher now from all of the new water flowing into it. We have reached the point where we have a saturation on that lake. We had a problem with a lake in Remington Court backing up. With the rains last month, this is the highest I have seen the lake

in years since the hurricanes. Are we certain there is no impact of the new waters flowing in from Narcoossee?

Mr. Roy responded I provided rainfall curves to the Board. That delta has probably been forming for 10 years and became evident with the rainfall we had at the end of September. This stirred up the water in front of the pipe and now it is sloping off. It will always be there and will not disappear.

Mr. Shelton stated to clarify, the Remington Court problem was due to the storm sewer collecting debris. Is this correct?

Mr. Roy responded there was a lot of floating debris in the inlets. All of the trash on the streets such as cups and Pepsi bottles, just sits there and floats in the inlets. From time to time, they should be going through there with a pool net and get the debris out of there. If there is enough turbulence, it will get sucked through the pipe and will just pop up in the lakes. It is better to get it out of the inlets instead of having to fight it on your shores.

Mr. Shelton asked what caused the flooding?

Mr. Roy responded I believe it was the rainfall intensity of that storm. We had four inches of rain in an hour.

Mr. Shelton stated I understand, but not every place flooded. What was the problem with Remington Court?

Mr. Roy responded Remington Court is the lowest point in Vista Lakes. That is the one that experienced it first. The same intensity of the storm continued for several more hours. Some other areas may have started to see some ponding in the streets. That storm surpassed the capacity of that storm system.

Mr. Shelton stated therefore, every storm with that intensity will cause that type of backup.

Mr. Roy stated correct.

Mr. Cumello stated my concern is we are taking more and more water from Narcoossee.

Mr. Roy stated theoretically, by calculation you should be taking the same amount. All of the people that discharged to that system on the east side of Narcoossee west of Vista Lakes, their discharge rate is supposed to be what it was in its natural state. Based on the drainage calculations we looked at based on the people that tied into it, they are not discharging any more water at a greater rate than what was supposedly pre-existing.

Mr. Cumello stated we are now getting into a debate. If it is undeveloped land, the water is going to perk down. We have a lot of concrete and asphalt and the water is now forced into the drains, which empty into our lakes.

Mr. Roy stated it should be draining into a retention pond which holds it and allows it to discharge at the same rate that would have been over land flow.

Mr. Cumello stated having lived there now since 2002, I am noticing the lake is higher. My question is could it be that we are taking more and more water, which we supposedly have to take, but we may be looking at more flooding. I remember we did not have any flooding when we received 10 inches of rain, but we had flooding with five inches of rain.

Mr. Roy stated this rainfall was over a three hour period. I believe the 10 inches of rain and hurricanes we had in 2004 were over a period of a day or two days. This came at such a high rate. Anything that has pavement, discharged to that lake. It staged up and eventually dissipated.

Mr. Cumello stated in a few days. If you recall, we had the same complaint from the residents in Warwick. They sent us pictures, but we cannot verify whether this was recent. They saw the Remington Court issue and now they are sending us pictures from two years ago.

Mr. Roy stated in the first email, they said this was a re-occurring condition. I am not aware of it ever being brought up at this meeting or even hearsay. I think the email said this happened back in 2000. That was during development.

Mr. Cumello stated there was no houses back in 2000.

Mr. Roy stated at that time, the federal requirements were inlet protection using a sock pipe that is placed in front of inlets, which keeps water from perking into those inlets. Instead the water stages up and floods the roads. Unless they were maintained or pulled off when the water gets there, it will flood. I have no knowledge of any other time or any other area in Vista Lakes that has flooded since development first started.

Mr. Cumello asked hypothetically, if we were in a situation in the next five years where we see more of this and receive more complaints, what do we do? The City is forcing us to take this water.

Mr. Roy responded it is probably St. Johns.

Mr. Cumello asked what do we do if we have a situation where this happens more than once or twice in a five year period? Do we have any options?

Mr. Roy responded the first thing to do would be to verify that the offsite ponds are functioning the way they should be. In regards to the Settlement Agreement between the City and the Stop and Go, when we first reviewed their drainage calculations, they were not holding their 100 year storm. They were discharging. Today I do not know if that has been corrected and I am not sure the overall agreement has been settled between the City and Stop and Go. I know they are supposed to hold the 100 year storm and just bleed the water over a 14 day period.

Mr. Cumello stated we have one resident who wants us to reimburse them \$4,000 for a car engine. What is our liability now that we know there is an issue?

Mr. Clark responded I dealt with that issue when we corresponded quite a bit about it. The question was whether we did something wrong. We could not determine that the flood was caused by our failure to maintain the system or anything we did. It was just a freak occurrence. Those things happen. The systems are designed to a certain performance level and if you exceed that performance level, you will have a temporary flood.

Mr. Cumello asked is that considered an act of God?

Mr. Clark responded yes. The position I took when I saw the rainfall occur is that we would not agree to accept that liability because we did not do anything wrong. It is basically a casualty and this person needs to go after their Insurance Company. The other issue is the Super Stop issue. Some of the things being debated were the flows and the retaining of the 100 year storm versus some other level. Your concern is that while theoretically they have to maintain their pre-development flow and we only get what we would have gotten before development. That theory breaks up when you have an exceptional storm event like this. In that event if they are maintaining their pre-development flow to a 25 year/24 hour event and then you have an event that exceeds that, then you will start accepting stormwater greater than the theory for at least a period of time. I think we might have some recourse if that becomes an ongoing problem to go back to those landowners and say "Look, we may have permits that say we are going to accept this but you do not have the right to flood our property". If you are doing that and not abiding by the permits, they have to do something further to keep from throwing a problem into our system. I think this starts with evaluating their systems and seeing if they are working the way they are supposed to. Even if they work the way they are supposed to, if we can quantify over time that they are throwing more water into our system and we are having more events than we had in the past, there are some things we can do about it.

Mr. Cumello stated I am concerned because I live in that neighborhood and someone else in this room lives in that neighborhood. The question is if we are going to start seeing flooding like this, how do we fix it.

Mr. Roy responded the low point are the side inlets in that cul-de-sac, which are approximately eight-tenths to a foot lower than anywhere else in Vista Lakes. That is how the design was done at that time. The next low point is probably eight-tenths above that. Because of the nature of that rainfall, that area experienced it first. To my knowledge, it was the only area that experienced it. Even though the road systems are tied to the 10 year/six hour or 25 year/six hour event; that was almost a 50 year/three hour storm. The capacity of the inlets and road systems functioned in all of the other communities. The lake stage was probably slightly higher than it would be under normal conditions. That being the lowest point, the lake stage is up slightly higher and it goes back into that storm system. I do not know of any other areas that have experienced flooding in Vista Lakes over the 2000/2001 development. In isolated instances, it was when there was a sock drain from an inlet.

Mr. Cumello asked what do we tell our residents? When we had the flooding, they claimed it was not the first time in Remington Court, which I believe. We had this one case where someone wanted to put a claim against us for their car. We still have questions from residents. What position should we take?

Mr. Clark responded I suppose you can say it is an act of God. We have to monitor the situation and be responsible to see if this reoccurs. Any time we have an episode like this, we should contact Mr. Roy and direct him to get the storm calculations and see whether it met the design. If there was a storm event that was within the design where it should have functioned and did not function, then we need to start looking for answers. In an event like this, when you see the design, unfortunately you have to tell people that this is going to happen as the design cannot handle anything and everything and they need to have the sense not to drive their cars in flooded areas.

Mr. Moyer stated I think they probably need to think about getting insurance. The unfortunate part of the claim that was made was that this person did not have insurance.

Mr. Cumello stated that area is not considered a flood zone. It is not like the residents have homeowner/flood insurance.

Mr. Moyer stated right, but if their area is out of the flood zone, I think it is fairly reasonable to get flood insurance.

Mr. Roy stated all of the houses should be a foot above the 100 year stage for those lakes.

Mr. Shelton stated the water in Remington Court were inches from getting into garages.

Mr. Roy stated I saw water up to the garage in certain areas. Generally garages are six inches lower than the finished floor or even a foot lower than the finished floor of a house. The car that got flooded was parked in the street and I believe it was right in front of those inlets, from the pictures I saw. It was at the worst spot/lowest spot in the road.

Mr. Moyer stated as a District, maybe what we need to do is to make sure we inspect that area on a fairly frequent basis to make sure there is nothing obvious about those inlets being obstructed so we can at least tell the residents that from our perspective, everything we can do, we have done. I am not saying that is the case in this instance either. But I think we just need to watch it.

Mr. Roy stated I do not believe there is sediment in those systems. The only way to tell for sure would be to plug off the end where it ends at the lake and run a camera through it. It is not real expensive to do this. That system probably has thousands of feet of pipe and it will cost a couple of bucks to run a camera through it. At the same time, we did an inspection on the other side of the lake at the main outfall. There may be things the CDD needs to do such as making sure their outfalls are clean and unobstructed. The ponds in Odyssey were one of the cases where vegetation was blocking the orifice and the water staged up. The problem with this main outfall is there are 180 acres of lakes that drain through one outfall. If that outfall is obstructed in any way, it will tend to stage the lakes up higher and will take longer for them to recover than they should.

Mr. Cumello asked should we have some contractor periodically doing inspections? Would that be normal maintenance?

Mr. Roy responded if you are experiencing problems in certain areas, I would definitely do this. I do not believe the City does it on a routine basis unless they have a problem in a certain area. There are miles and miles of pipe out here and it would be very expensive to plug it off.

Mr. Moyer stated we will take what you said as fact. In the rest of the area, we have not had any indications that there has been a problem.

Mr. Cumello stated no.

Mr. Moyer stated then this is the only isolated area that we need to watch. If we need to have you or a contractor come out to do more frequent inspections, then that is something we need to build into the budget.

Mr. Roy stated like I said, you may have to plug the pipe off and pump the water out. They are surcharged pipes so the lakes will stage back into the system.

Mr. Moyer asked is the Board interested in getting a quote from someone to do this work?

Mr. Roy responded I would prefer it. In getting back to the delta, we do not have plans to do anything with that. Mr. Van der Laan may want to speak to his maintenance staff in terms of cutting into the fence so there is access back there.

Mr. Cumello stated you have a five to six foot alligator in that area.

Mr. Roy asked in the swale?

Mr. Cumello responded between my house and Gerry's where the weeds are four to five feet high.

Mr. Roy stated I have a quote from the contractor to repair a couple of inlets where there is settlement adjacent to them. He has the new vegetation and repair of the inlets in one line item. I will ask him what it will cost to repair just the inlets where the pipes connect.

Mr. Moyer stated those types of issues fall under our normal maintenance activities. I am glad the Board is informed because we needed to have this discussion, but if it needs to be done, let's do it.

Mr. Cumello stated those residents are going to be upset if this happens again.

Mr. Roy stated I asked a contractor to give us a quote on plugging that system and run a camera through it. If you would like for this contractor to do this, at least you can say the CDD system is functioning the way it should with no obstructions. I do not have any other items unless anyone has any questions.

Mr. Cumello stated I saw someone working on the one storm drain on Vista Park Boulevard.

Mr. Roy stated I had the guy who repaired the drainage at the park fix that storm drain.

Mr. Cumello asked what did he find?

Mr. Roy responded they had to add mud between the pre-cast structure top that sits on the pre-cast bottom. They also repaired the lock beneath the observation deck. They replaced some rock in one area where there was settlement and extended the pipe down. The drainage improvements at the park were not quite how I envisioned. I wanted the inlets set further apart. The irrigation lines in that area were conflicting with where the inlets were going to be set so we are now re-doing the irrigation system. They tried to fit them in as best as they could. The main pipe underneath the sub-structure and the drains at the entrance to the walkway were placed per the plan.

Mr. Cumello stated I took a walk to this area the other day and it looks like they put in a lip on the lake side of the drain so the water is forced down into the drain instead of overflowing over it three to four inches.

Mr. Roy stated correct. I hope this takes care of the problem. It is a big area that flows right to the constricted area. Then there is rock underneath the walkway to slow the flow of the water and bypass those inlets. It should run down the rock itself and minimize the erosion. There is a small four inch pipe in there that flows to an eight inch pipe that connects to the drains.

SIXTH ORDER OF BUSINESS

Community Association Manager

A. Activity Report

B. Agronomist Report

C. Lake Report

Mr. Van der Laan stated a copy of the monthly Activity, Agronomist and Lake Reports were provided to the Board in the agenda package.

Mr. Cumello asked did you receive any landscaping proposals?

Mr. Van der Laan responded yes. I was not sure what to do with them. A couple of emails were sent from Mr. Moyer's office regarding the discussion of these proposals. Is there interest from the Supervisors to go through the quotes?

Mr. Cumello responded I know we have a scope of work, which the proposers were supposed to follow.

Mr. Van der Laan stated correct.

Mr. Cumello stated since the HOA has a separate scope of work, the concern of the HOA Board was that they were not following the scope of work. I have not seen the scope of work

from the CDD side. If you are looking to them to follow the scope of work, we should make sure they are following it before we go any further.

Mr. Van der Laan stated absolutely. They were all instructed to do this.

Mr. Moyer asked when does the current contract come up for renewal?

Mr. Van der Laan responded on December 31, 2011.

Mr. Moyer stated it would not be a bad idea to bring the proposals back to the Board to do a formal award of the contract.

Mr. Cumello asked will we receive copies of the proposals?

Mr. Moyer responded yes.

Mr. Cumello stated the only issue I have is from what I saw on the HOA side where some people submitted a one page or two page response. This means technically they are not complying. I hope we are pushing them by saying "Here is what we want you to do and give us prices." I do not have a problem if someone wants to make an exception so long as the exception is reasonable, but they have to follow the scope of work.

Mr. Van der Laan stated that was included in the proposal as far as what they were quoting on rather than they come back with their own ideas because we had 10 to 11 bidders.

Mr. Moyer stated which is the way it should be done. We all need to be adhering on a uniform basis to the scope of work.

Mr. Shelton asked are there any significant differences in the scopes of work for the CDD and HOA?

Mr. Darby responded the only significant work difference was the Bermuda grass. Everything else was the same.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Cumello stated Mr. Rose had brought up an issue a year ago about consolidating management companies. Have you spoken with Mr. Rose about what he intends to do?

Mr. Moyer responded I have not heard anything further from Mr. Rose. I think the idea was to look at putting together a scope that was unified to include both the District management side with the field management side. I have not seen anything from Mr. Rose.

Mr. Cumello asked can we place this on the Action Item List to see which direction we are going in?

Mr. Moyer responded sure.

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. Shelton seconded by Pastor Banks with all in favor, the meeting was adjourned.

Gary L. Moyer
Secretary

Randy Holihan
Vice Chairman