

**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 Wednesday, November 14, 2007 at 10:00 a.m. at the Offices of Leland Management, Inc., 5955 TG Lee Boulevard, Suite 300, Conference Room 3002, Orlando, Florida.

Present and constituting a quorum were:

Debra Dremann
John Rose
Ron Cumello

Chairman
Vice Chairman
Assistant Secretary

Also present were:

Bob Nanni
Gary Moyer
Leigh Ann Buzyniski
Gary Van der Laan
Lee Smith
Pastor Harold Banks

District Manager
Severn Trent Services Consultant
District Attorney
Leland Management
Holland & Knight
Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Nanni called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the August 1,
2007 Workshop and October 10, 2007
Meetings**

Mr. Nanni stated each Board member received a copy of the minutes of the August 1, 2007 Workshop and October 10, 2007 meetings and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Rose seconded by Ms. Dremann with all in favor the minutes of August 1, 2007 Workshop and October 10, 2007 meetings were approved.

THIRD ORDER OF BUSINESS

Administrative Matters

A. Consideration of Resignation Letters

Mr. Nanni stated we have resignation letters from Mr. Jacobson and Ms. Diaz.

On MOTION by Mr. Rose seconded by Mr. Cumello with all in favor the resignation of Ms. Diaz was accepted.

On MOTION by Mr. Cumello seconded by Mr. Rose with all in favor the resignation of Mr. Jacobson was accepted.

B. Appointment of Replacement Supervisors

Mr. Nanni stated we received Ms. Diaz's resignation first and I need to check to make sure there is no difference in the terms. We have an individual in the audience wanting the position.

Ms. Dremann stated I did some inquires into the commercial property association as we discussed at the last meeting. I spoke with Stu Brandon and his partner Randy Holihan who are landowners in Vista Lakes and part of the Commercial Association. Both indicated an interest. Mr. Holihan is here and able to take one of the positions if the Board so chooses. I would like to nominate Mr. Randy Holihan as a replacement Board member.

On MOTION by Ms. Dremann seconded by Mr. Rose with all in favor Mr. Randy Holihan was nominated to fill the unexpired term of Ms. Diane Diaz expiring 11/2010.

Mr. Holihan stated my partner and I are the owners of Vista Lakes Publix Shopping Center. We have been in the retail development business for about 30 years and our company is called Brandon Partners. We develop Publix and other shopping centers in central and south Florida.

Mr. Cumello asked is the requirement only to be a resident of the State of Florida?

Mr. Van der Laan responded Orange County I believe.

Mr. Smith responded a resident of the State of Florida and a citizen of the United States.

Mr. Holihan stated I am both.

Mr. Nanni stated Ms. Diaz's term expires in 2010 and Mr. Jacobson's term expires in 2008. You have to fill one of those positions. I will defer to legal if it makes a difference. The first letter I received was from Ms. Diaz. Does it make a difference which one he replaces?

Mr. Smith responded no. He can go in either position.

Mr. Nanni stated we need to clarify which position Mr. Holihan will fill either Mr. Jacobson or Ms. Diaz because it makes a difference on length of term. One term goes to 2010 and the other goes to 2008. Do you have a preference which the Board should know about?

Mr. Holihan responded I prefer the 2010 because of the learning curve and we are long term owners of the property. It is in our best interest to be part of this Board and I welcome the opportunity.

Mr. Nanni stated we have a motion and a second for Mr. Holihan. He clarified he would prefer the November 2010 position.

Mr. Cumello stated I have no objection.

Mr. Nanni stated Mr. Cumello has no objection to it being November 2010.

On VOICE vote with all in favor Mr. Holihan was appointed to Seat #1 which expires in November, 2010.

Mr. Nanni stated we have a second position.

On MOTION by Ms. Dremann seconded by Mr. Cumello with all in favor Mr. Shelton was appointed to fill the unexpired term of Mr. Jacobson, Seat #5 which expires in November, 2008.

Mr. Shelton stated I am a retired electronics engineer. I moved here in 2002 and since then I have been active in the Vista Lakes HOA. I just finished the term of Vice President of the HOA. Prior to this I had non professional associations with homeowner associations.

Ms. Dremann stated as a Board member I know Mr. Shelton very well and will strongly support his position on the Board.

Mr. Rose stated I agree.

C. Oath of Office

Mr. Nanni, being a Notary Public of the State of Florida, administered the Oath of Office to Mr. Holihan and Mr. Shelton and a copy of the signed oaths are attached hereto and made part of the public record.

Mr. Nanni stated the next scheduled meeting is December 12, 2007. We will get you a list of agendas and everything else you need. The meeting in January is on the 9th.

FOURTH ORDER OF BUSINESS

Financial Statements and Invoice Approval # 88 and #88A

Mr. Nanni stated the next item on the agenda is financial statements and invoice approval #88 and #88A. Are there any questions or comments on the financials and Invoice #88 and #88A?

Mr. Rose stated we are carrying due from the developer the amount of \$7,000. It seems we have been carrying this for awhile. Has anyone followed up?

Ms. Dremann asked what is the amount?

Mr. Van der Laan responded it was \$7,000.

Ms. Dremann asked is the \$7,000 related to the Gentry Park reimbursement?

Mr. Rose responded it is related to construction damage for irrigation.

Ms. Dremann stated there was one for \$5,000 which we received the entire backup and processed for payment. We have to ask Mr. Van der Laan to review what it is and make sure Newland Communities has all the information so we can process the invoice.

Mr. Rose stated irrigation repairs due to construction damage first quarter and second quarter for \$6,673.

Ms. Dremann stated we requested backup, not just the invoice, so we can look through it to make sure everything is accurate. It can be back charged.

Mr. Van der Laan stated I will track down those invoices.

Mr. Nanni stated we have invoice approval #88 and #88A. Mr. Van der Laan can give you the details.

Mr. Van der Laan stated these are additional invoices which came through. The Forever Gardens is for mulch in the community we discussed which will be charged back to our 2007 budget and the others are just Sprinkler Repair, PROscape, and regular bills.

Mr. Cumello asked we had \$56,000 from the 2007 budget to do the landscaping and is this part of it?

Mr. Van der Laan responded we had \$40,000 for mulch and then \$17,000 for the plantings along the main drive.

On MOTION by Mr. Rose seconded by Mr. Cumello with all in the favor Financials and Invoices #88 and #88A were approved.

FIFTH ORDER OF BUSINESS

Manager's Report – Consideration of Resolution 2008-1 Amending the General Fund Budget for Fiscal Year 2007

Mr. Nanni stated this is the process where at the end of the year we even out the budget so when the audit reports are done all line items are in order. It is considered an administrative clean up which protects us from having audit comments or where we have to go back and show a lot of records to the auditor stating all expenditures were approved. One way is to show the budget is balanced out. This is the item attached to Resolution 2008-1. If you look, the last two columns are lobbed off. It shows where the accountant moved some money so we do not need to have those discussions. Typically, there is nothing here which you have not approved.

Mr. Rose asked for a copy of 2008-1 and the attachment?

Mr. Nanni responded it is part of your agenda package at the very end.

Mr. Nanni stated your amended budget is \$524,101 and your proposed budget for 2007 was \$524,000. Some line items were under spent and some were a little bit over so it is all balanced out.

Mr. Cumello asked we are talking about the general fund budget, right?

Mr. Nanni responded this is correct, only the general fund budget.

Mr. Cumello asked was this \$1 Million?

Mr. Nanni responded yes. I was talking about some expense items. The whole revenue was proposed at \$1,101,360 and it was adjusted to show \$1,142,000. It was about \$40,000 additional revenue.

Mr. Cumello stated looking at this particular document it does not balance out to \$1,142,000.

Mr. Nanni stated you should see the total expenditures of \$1,112,000.

Mr. Cumello stated it seems like we are missing a page.

Mr. Nanni stated go over to the next page where it picks up with Gatehouse and it takes you to Fund Balance.

Mr. Holihan stated at the end of the day the amendments and changes are adding \$91,000 to the budget. Is this correct?

Mr. Nanni responded at the end of the day the Fund Balance gets changed to \$91,000. If you look at the total expenditure column, your total expenditures over what you proposed when you initially did the budget is \$117,000. During the course of the year, the Board approved things which carried it over, but this is not unusual. What this is doing is squaring up the line items for the end of the year for closing out the 2007 budget.

Ms. Dremann asked was this prepared by Mr. Woodville?

Mr. Nanni responded yes. This is by Mr. Woodville and his accounting staff. Every district does this.

Mr. Cumello stated the proposed amended budget on income is \$1,142,000 and total expenses are \$1,229,000. The difference is \$91,600.

Mr. Nanni stated \$91,600 is your Fund Balance at the end of your fiscal year.

Mr. Holihan stated what you have is an \$86,000 short fall from your revenue to your expenses.

Mr. Cumello asked how do we make up the shortfall?

Mr. Nanni responded if you look at the Fund Balance which was projected at \$178,469; it came in at \$167,000. Looking at the financials, you ended up with more revenue. If the additional revenue did not offset the additional expenses, then the accountants will go to Fund Balance.

Ms. Dremann stated the Fund Balance is a bank balance we maintain in the account.

Mr. Nanni stated when you are doing your budgets, you calculate as much as you possibly can but things come up during the course of the year and you may decide to fix something, do something, or additional revenue comes in which was not anticipated. This is why you have to clean up the budget at the end of the year.

Mr. Cumello asked the \$56,000 we will be spending against is against this Fund Balance still? We approved an invoice today for the mulch which was a little less than \$40,000 and is this decreasing the Fund Balance?

Mr. Nanni responded what you approved today will be in your 2008 budget. Under accrual accounting you need to charge the expense and make the payments when you accept the expense when it is expended to you. This will not go back into your 2007 budget. You did some work and was it prior to 2008?

Mr. Van der Laan responded some of the invoices in the package were. Specifically the mulch and the replanting were to go back into 2007 since it was not spent during the year. Mr. Moyer mentioned an adjustment will be done to put it back into 2007.

Ms. Dremann stated when I read the minutes because I missed that part of the meeting, I thought what he said is the fund adjustment amendment to the budget would allow it to go into the 2008 budget because it is based upon when it has to be accounted for which is when you pay for it. This is what I read.

Mr. Nanni stated the bottom line is your Fund Balance will be a little bit bigger going into 2008 or a little bit less depending on which year you charge it against.

Mr. Cumello stated the Fund Balance will go down by \$56,000 if we use all the money.

Mr. Nanni stated yes.

On MOTION by Ms. Dremann seconded by Mr. Rose with all in favor Resolution 2008-1 Amending the General Fund Budget for Fiscal Year 2007 was adopted.

Ms. Dremann stated it is my understanding Pastor Banks has also indicated an interest. Has any other residents requested to be considered for the Board?

Mr. Van der Laan responded yes. There is one other resident, Ann Miglozzi and I am not sure if she was planning on being here today. Pastor Banks was planning to be here.

Ms. Dremann stated it was Newland Communities desire to resign its three Board positions. Therefore, will you request Ms. Mazola to attend December's meeting so we can have this on the agenda.

Mr. Cumello stated we have another resident interested and I do not think it will be an issue of not having a candidate.

Ms. Dremann stated if you can confirm this, then we will fulfill our request to resign by the end of the year. As Mr. Rose mentioned before, it does not mean we are disappearing. We

have other operations in the area and will continue as an ongoing resource. I have to leave and I welcome all new members to the Board.

Mr. Nanni asked Ms. Dremann if she was going to be submitting a letter.

Ms. Dremann responded I will to the extent as we had indicated in the meeting where we would not resign until we had a replacement. If there is a replacement at the meeting, then we will submit it and let you carry on with the business of the Board.

The record will reflect Ms. Dremann left the meeting.

Mr. Nanni stated Mr. John Rose is the Vice Chairman and can take over the meeting and have signature responsibilities. You could have Mr. Rose as the interim chairman and get your fifth person in then realign your officers as you see fit at a future meeting.

Mr. Williams stated my suggestion is if Ms. Dremann does resign at the next meeting, we put the new Board in and let the officers stay one more time.

Mr. Nanni stated we can do this because we will have three new members.

SIXTH ORDER OF BUSINESS

**Community Association Manager –
Agronomist Report**

Mr. Van der Laan stated the only thing I would point out to you is it has been two months in a row we have not received responses from PROscape.

I have a request from the Vista Lakes HOA to install a doggie trash station at the retention pond. I would like to have approval to install it on CDD property.

On MOTION by Mr. Rose seconded by Mr. Holihan with all in favor Mr. Van der Laan was authorized to install the dog trash station.

Mr. Rose asked what is the deal with PROscape? Do they know they are on their way out so they are not fessing up to their financial responsibility?

Mr. Van der Laan responded they are aware we have gone out for bids. They submitted a proposal. I have not indicated to them that a Board decision has been made and they are on the way out. I am still having weekly meetings with them on whatever issue there is in the area. For some reason for the last two months, they have failed to provide responses to the Agronomist report.

Mr. Rose stated they are not acting on anything.

Mr. Van der Laan stated verbally they are stating the issues have been taken care of but there have been changes in supervisors and the person who was completing these is no longer with the company. The new person said they will get reports back to us but they have not done so.

Mr. Rose asked have we escalated it with the company?

Mr. Van der Laan responded yes.

Mr. Rose asked and the response was?

Mr. Van der Laan responded the answer was someone will be responding and he has not. This will be with both owners of the company last week when I went over my list of issues. I have an open item list for them and expect it to be completed before the change is made.

Mr. Holihan asked when does the contract expire?

Mr. Van der Laan responded their contract expires January 31, 2008 and it is in a roll over status at this point. It was signed several years ago.

Mr. Rose stated we have a 30 day termination.

Mr. Holihan asked at this point is it work they are not doing which you are calling open items?

Mr. Van der Laan responded it is mostly work not being done up to the standards of the community.

Mr. Holihan stated it could be an interpretation from their standpoint where they are doing the job, but they are not doing it to our expectations.

Mr. Van der Laan stated this is correct. These are not things we can go back and refuse to pay them because they are not completed, it is just sloppy work. Things are not being completed the way they need to be.

Mr. Rose asked specifically are you seeing the items on there being done but not being reported on paper? Is this the issue specifically related to the agronomist report?

Mr. Van der Laan responded I have some issues with the agronomist report. There are things I am seeing which are not being noted in the report. I have met with the agronomist concerning this, but yes they are correcting the things which are on the report as best as I am able to verify.

Mr. Rose asked are there things missing in the agronomist report or something you are working on or do we need to look at a new agronomist?

Mr. Van der Laan responded I am working on this.

A. Discussion of Landscaping Bids

Mr. Nanni asked is there anything to discuss on the landscaping bids?

Mr. Van der Laan responded it is up to the Board. They have received the breakdown. I provided copies of my recommendation who is Servello & Son. The only note is on the termination of the contract section. I talked to Servello about this and it would be changed to a straight 30 day cancellation with or without cause and they will agree to this if you decide to go forward with them.

Mr. Rose asked has this agreement been reviewed by our attorney?

Mr. Van der Laan responded no it has not.

Mr. Nanni stated if it helps any, Severn Trent has some working knowledge of Servello & Son. They are out in Steven's Plantation in St. Cloud. They do a pretty good job.

Mr. Cumello stated the only issue I had with the contract was the contract termination. Mr. Van der Laan talked about a termination of convenience but we will still have to pay the remaining cost of the contract in full when they are terminated. Verbally have they agreed to strike this?

Mr. Van der Laan responded yes.

Mr. Cumello asked are they going to provide new language or are we going to provide them with language?

Mr. Van der Laan responded they asked us to send them the language we want and they will put it into the contract.

Mr. Cumello asked do we have language we proposed for true termination of convenience for 30 days notice?

Ms. Buzyniski responded we can come up with this. It will be fair to pay for work which has been done to that point and materials provided. Once you pay this you will have no obligation going forward.

Mr. Cumello stated if you read the contract the way it is proposed there will be 12 installment payments based on face value for the main services. The way the existing contract reads, we will terminate them for convenience but they still get the remaining months payments so we would like to terminate them with a 30 day notice and for any work performed they will get paid. They have a 3% escalator for renewal, but there is no language on how the renewal

will work. It seems like it is automatic. There is no notice of renewal or anything like that so we probably want to look at this also.

Mr. Nanni stated they have the automatic escalator which will change the price in the following year. Do you want to have it so the escalator is approved or do you want it automatic or how do you want it changed?

Mr. Cumello responded some type of language in the notice of renewal so that there is basically a notice when this contract is signed on January 1st 2008 and both parties will be aware that the renewal happens on January 2009. Now it is silent and it is automatic with a 2% kicker. It will be up to us to ensure we see whether or not their rates are competitive and whether or not we are happy with their performance.

Mr. Van der Laan stated the timing of all of this on the Gentry Park add-on to your PROscape contract you signed in January of last year, it does come up for renewal January 31, 2008 and it does require a 30 day notice to them. I do not imagine the small add-on will be an issue but to tie up loose ends, if you were going to make a decision. Keep in mind we will have to provide them notice by mid-December.

Mr. Cumello stated what I think we need to do is if they agree to the new language then we should have a vote today which says we go with the recommendation contingent on them agreeing to the new language. As long as you have closure on the language you can execute the contract.

Mr. Rose stated I support this 100%. I think Mr. Van der Laan has done his due diligence in making the recommendation with those two changes.

Mr. Holihan stated just coming in I look at it obviously as probably a very simple question which I am sure has been answered before. They are obviously not the low bidder, but in the middle, what is the justification going with them as opposed to any of the three lower bidders?

Mr. Van der Laan responded it was based on references. I checked the properties provided from each of the references and also called and talked to the managers and board presidents when available. Based on the references I got back in responses moved them to the top.

Mr. Holihan asked is it possible to go back to them and negotiate the price down?

Mr. Van der Laan responded no, I did not attempt to do this.

Mr. Cumello stated their evaluation price was \$147,000 per month. Is this correct?
This is not right; I am looking at the wrong number. What is their evaluated price?

Mr. Van der Laan responded the monthly is \$23,940.

Mr. Cumello asked was there an issue with the fertilization/pest control on some of the other bidder low balling it?

Mr. Van der Laan responded no, not on this one.

Mr. Shelton asked is there a document with the maintenance specifications?

Mr. Van der Laan responded as far as what we asked them to bid?

Mr. Shelton responded yes.

Mr. Van der Laan responded yes. All the specifications should be separate for irrigation, fertilization, pest control and the number of cuts.

Mr. Rose asked you based this on current maintenance plus a few modifications?

Mr. Van der Laan responded yes. We took the original numbers we are dealing with now. I had them include additional cuts for the Bahia grass which is only to be cut every other week during the summer months. I had them increase this to monthly for the rainy growing season during the summer which is their Option B to the contract. Given they are \$60,000 under our existing budget; I recommend you add in the extra \$10,000 for those additional cuts.

Mr. Shelton asked in the Servello proposal the first 4 ½ pages is a copy of the specs you gave them to bid on?

Mr. Van der Laan responded this is correct.

Mr. Nanni stated Mr. Cumello did not make a formal motion on accepting the agreement pending changes in the language and acceptance by Servello. This is the concept which has been stated.

Mr. Cumello stated right.

Mr. Shelton asked will they include the option on page 6?

Mr. Van der Laan responded my recommendation is for Option B. This is what I spoke about adding on the additional cuts on the retention ponds.

Mr. Shelton stated the optional services on page 6 and 7; do you have a recommendation on those?

Mr. Van der Laan responded those were not included because we will typically bid those out as they come due.

On MOTION by Mr. Rose seconded by Mr. Shelton with all in favor the landscaping contract was awarded to Servello & Son subject to contract modifications, pending Servello's acceptance of the modifications and review by District Attorney.

Mr. Nanni stated Mr. Van der Laan pending Servello's agreement to everything you will come back with a contract to be ratified for the record.

Mr. Cumello stated once you have an agreement you can let the District Manager know and he will let the rest of us know.

Mr. Nanni stated this agreement is not the one which will be on record, it will be a different one and this is the one we will ratify. The process will be continuing from today.

B. Discussion of "Add-On" Projects

Mr. Van der Laan stated included in the back of the Servello copy is a proposal for the plantings along Lee Vista and Chickasaw which you had approved based on the PROscape bid for \$17,000. Servello's price for the same work is \$14,514 and this was put on hold until a new vendor was approved. Since we have approved Servello, can I go ahead and order this work?

On MOTION by Mr. Cumello seconded by Mr. Rose with all in favor Mr. Van der Laan was authorized to order the work for Lee Vista and Chickasaw at a cost of \$14,514.

Mr. Cumello stated of the \$56,000 we approved at the last meeting, we did the mulch and this is the difference.

Mr. Van der Laan stated this is correct and a little bit under.

Mr. Rose asked will this take care of the issues we have with Gentry Park as well or is there additional action we need to do to get this resolved?

Mr. Van der Laan responded for Gentry Park, the bulk of this is sodding between the buildings and along the street areas. Newland has agreed to pay up to \$7,000 of this as the developer. This money should take care of all the sod issues and not affect the CDD. Gentry Park mentioned at the last meeting about additional trees and additional plantings. I sent them a letter requesting their board put it in writing because I am not aware of any additional plantings. I have not received anything from them.

Mr. Rose stated we agreed in the last meeting what we know we are going to try and replace. What I am hearing now is there is additional bidding which needs to occur which has not occurred yet?

Mr. Van der Laan responded this is correct.

Mr. Rose stated it is not part of the \$14,000 so this is something you will bring back to us.

Mr. Van der Laan stated this is correct.

SEVENTH ORDER OF BUSINESS

Attorney's Report

Ms. Buzyniski stated I have some follow up on one item.

The District received a request from the Army Corp of Engineers for a Right of Entry to a certain amount of property owned by the CDD. The property is located to the east of Odyssey Middle School, the wetland area with a retention pond on it where there is some easement in favor of the City of Orlando off of Lee Vista Boulevard. The purpose of the Right of Entry is for the Army Corp to go on property and investigate to see if there are any military munitions or explosive material on the surface or subsurface and remove and excavate anything they might find. I reviewed the document, made some changes with the Army Corp of Engineers and we are asking the Board to approve it.

On MOTION by Mr. Rose seconded by Mr. Cumello with all in favor the Right of Entry request from the Army Corp of Engineers was approved.

Mr. Cumello asked if Ms. Buzyniski could talk about the notice of dangerous condition on the memo she sent out?

Ms. Buzyniski responded at the Board's request we did some research regarding what the District's liability might be for obviously dangerous condition on the property. We prepared a memo and distributed it to everyone. The gist of the memo is landowner liability and what is the duty of a landowner when there is a dangerous condition on the property. They have a duty to warn, duty to right the condition whether it is a trespasser or an invitee. What we determined is generally there is a duty to warn a user of property if there is a known dangerous or defective condition that is not readily observable by the user of the property. This will apply to any category of user with respect to a licensee who is the highest category of user in terms of

landowner having a duty; there is not only a duty to warn but a duty to mitigate the dangerous condition. This becomes a little more problematic in this case where you have unexploded military bombs which are your dangerous condition. The question is what is your duty to mitigate this? We came to the conclusion it would not be a proper standard repair for the District to go about trying to excavate these materials and remove them from the property. The Army Corp of Engineers has undertaken the responsibility for this investigation and clean up. The best position you can be in is to fulfill the duty to warn and if there are any munitions which are found to report those immediately to the Army Corp.

Mr. Nanni stated this is our cooperation with the Army Corp. This is the step we are taking.

Mr. Holihan asked in the duty to warn, does this include vendors and people who are maintaining the property and have we taken that step?

Ms. Buzyniski responded yes, it would include anyone even a trespasser on the property.

Mr. Holihan asked have we started to take those steps? Are we sending letters to the vendors? Are we putting signs up? Are we doing anything to fulfill this?

Ms. Buzyniski responded to my knowledge we have not taken those steps yet because this is something which came to light very recently. We are in the process of doing the research now and figuring out what the appropriate steps are to take. I noticed there has been community meetings which were publicly noticed held by the Army Corp.

Mr. Cumello stated there have been a number of meetings and there is another one tonight with the Army Corp. Part of the issue we have with the Army Corp is they are only funded to a certain level for the work they are doing. They are only funded to do 50 acres of the Mockingbird property, Odyssey Middle School, Tivoli Gardens and they want to look at this one piece of CDD property which is between the two areas they are looking at. They did make a public announcement stating they were going to look at Warwick. It is my understanding from the Army Corp they have not finalized this particular issue. The other property they are looking at is the property right in front of Waverly's gates which has been zoned for another daycare provider. This property has been added to the list because of the recent discovery in Warwick on the other side of the conservation area. The other issue which is not clear with the Army Corp is the conservation areas. They have no plans to look at conservation areas. Most of them are CDD property which causes a problem.

Mr. Holihan asked is this the one outside of Waverly where Chickasaw dead ends into it?

Mr. Cumello responded it is the one right behind the bank. According to the city, they have added this to the list of another site they want to look at because of the zoning. It not clear right now at least from discussions with the Army Corp of Engineers where the funds are coming from, what they are going to do next and when they have permission to do this. If they do Warwick, they will need a right of way access agreement. It will be aiding CDD property, HOA property, the developers and private residents.

Ms. Buzyniski stated in the press release when the device was found in Warwick, the press release did indicate their investigation was being extended to include that area, but when I reached out to my contact at the Army Corp there was no commitment on their part in terms of extending the right of entry to the CDD property in that area.

Mr. Cumello stated getting back to the CDD issue, what we asked at the last meeting was for a legal opinion on what we needed to do and we have the legal opinion which needs to be shared with the new Board members. The question is what pro-active steps, if any, this Board is going to approve.

Mr. Holihan asked has your memo been distributed?

Ms. Buzyniski responded yes. If you have an email address I can forward it to you.

Mr. Holihan stated if it has been distributed in paper, I think we have an obligation to take some type of steps because we have been put on notice of a procedure to do it.

Mr. Cumello stated the way I understood the legal opinion is by virtue of the fact of the Army Corp asking for permission to come on CDD property we are in formal notice there is a dangerous condition and therefore we should take some steps. Do you have a recommendation on steps or do you think we need to post or do you feel we need to go beyond this?

Ms. Buzyniski responded what the Army Corp seems to recommend is posting signage. It is possible you can erect some fencing to try to keep people out of certain areas thereby forcing them into a trespasser category by posting signage and fencing. Perhaps conduct public meetings and sending out letters as suggested by Mr. Holihan.

Mr. Holihan stated most of the CDD property is accessed from a road or sidewalk which is clearly visible. Would we be better off to put signs at those points? Fencing is a pretty expensive undertaking.

Mr. Rose asked most of our land is conservation, is it not? Along Newport, 50 resident backyards back up to CDD property

Mr. Holihan stated I am more concerned about the areas where it is directly off a sidewalk from a common area where it is easily accessible for children to get into. In those areas, if we post some type of sign, this may help the situation as far as our obligation. Areas which back up to someone's backyard is a little more restrictive because they have to go through private property to get to the CDD property.

Mr. Rose stated I think our liability is just as much. I agree with posting signs but we need to do it all around. I do not know how often we need to post, but I give my a recommendation on this.

Ms. Buzyniski stated maybe we should get an estimate from the engineer in terms of land mass and entry points. Get information on what makes and analyze it.

Mr. Rose stated one of the issues we have is the boundary keeps on changing.

Mr. Cumello stated even if we post, our liability still exists if someone gets hurts.

Ms. Buzyniski stated you are limited by Florida statute to the statutory limit of \$100,000 per person injured, \$200,000 per occurrence. You are capped.

Mr. Cumello asked is the Army Corp proposing any pro-active measures for owners to take at this point in time?

Ms. Buzyniski responded there is a wealth of information on the website, but they seem to mostly be focused the three "Rs", but basically it is more signage warning and education for the community in terms of educating children and people in general if they come across something. The three "Rs" are recognize it might be dangerous, retreat and do not touch it and report it's location by calling 911 immediately. There focus seems to be education and warning.

Mr. Rose stated a mailing does not make sense to me because we will not be hitting everyone who could potentially trespass. The only thing which makes sense is some kind of sign.

Ms. Buzyniski stated with respect to a mailing, only vendors or people you have contracts with should receive a mailing.

Mr. Cumello stated one of the issues we have is the kids go into the conservation areas and make trails. They are growing marijuana behind one of the banks in the conservation area.

We have this issue of kids going in there clearing down trees to a 20 x 20 spot and this is one area where the Army Corp does not have a solution for conservation areas.

Ms. Buzyniski stated we talked generally about signage in this context before.

Mr. Cumello stated right, but we have not done anything yet. Is there some way we can prevent the kids from going in there? We still have liability of them going in there. If you put up signage and they still have access you are still facing liability if they come across something.

Ms. Buzyniski responded potentially.

Mr. Holihan stated even if you fence it, they will climb the fence.

Ms. Buzyniski stated the best you can do is take those steps laid out in the case law and put yourself in the best position you can to mitigate.

Mr. Cumello stated in theory we have a long term problem. If the Army Corp cannot go into the conservation areas and do anything there, just because of the nature of it, some of it is wetlands, some of it is very thick with brush and trees, therefore, we will never know what the risk or hazard is in those conservation areas.

Mr. Holihan asked can we ask you to do a little more research and come up with an idea of the verbiage which should be on the sign? Mr. Van der Laan, if you can get a map of the most accessible CDD properties, maybe we as a Board can sit down and try to look at those those things saying this is where we think we should start. We may have to take it literally big piece by big piece.

Mr. Van der Laan asked should there be any consideration for what the Army Corp is saying is in the range or should we look at all CDD property and say it needs signage?

Ms. Buzyniski responded this is what makes it difficult because an area like Warwick where clearly the Army Corp said it is not outside the range there is no issue.

Mr. Holihan stated initially we need to start with Mr. Van der Laan as our designator because those are the immediate response.

Ms. Buzyniski stated I agree. Prioritize in terms of what is actually within the boundary and with respect that the District is on notice.

Mr. Van der Laan stated I can take the map and superimpose the Army Corp map and get our locations. If you can give me the verbiage for the signs and the spacing of them, I can get an idea of how many we need.

Mr. Holihan stated this is great. This is at least a start. I think we should have Ms. Buzyniski draft some type of letter to be sent out to the vendors. You may want this to be some part of the Servello's acknowledgment because their people will be the ones in those areas the most.

Mr. Cumello stated with PROscape we had them do dumping in the conservation areas. It is an issue with the landscaper they need to go in there.

Mr. Van der Laan stated we have not asked them to do dumping in there.

Mr. Rose asked do we need to give something to our two maintenance staff employees?

Mr. Van der Laan responded they are aware, but I will put something together for them.

Mr. Nanni asked Ms. Buzyniski when you were reaching out to your contact at the Army Corp, were there potentially any other community which has gone through something like this and we can ask them what they did?

Ms. Buzyniski responded I did not have that discussion with them. It was just the one document. I think various people involved have been in contact with some of the Army Corp staff and they can talk to them about their experiences in other area. Their website has them. This is a nationwide issue where they have these formally used defense sites.

Mr. Cumello stated we will ask them.

Mr. Rose asked what about the Warwick Wall easement? Did it get taken care of with the one homeowner who we need to fix their fence for them?

Mr. Van der Laan responded yes. Ms. Buzyniski sent me the easement; the homeowner has signed it and the fence has been relocated.

Mr. Rose asked what is the next step with this whole wall easement?

Mr. Van der Laan responded the ARC committee for the HOA has been noticed that any fences installed along the wall will have to be attached to it as a joinder.

Mr. Rose asked do we have to execute the easement or is it already executed? There was one owner who had the issue with the fence in the back and this is resolved, but there were other homeowners who have extended their fence out to the wall and we will need joinders for them as well. Is now the time to execute the easement and then start getting the joinders together?

Ms. Buzyniski responded yes. I can get you to sign it. I will get it to you. Once you sign it we will record it in the public record and then go about getting the joinders.

Mr. Rose asked do you know how many fences are up there now? We have the one joinder and how many more joinders do we need from what we have in today's world?

Mr. Van der Laan responded I think we have four or five others.

Mr. Cumello asked has the quit claim deed for the fence at Gentry Park been executed?

Ms. Buzyniski responded I have it here. I will get the legal description attached which I have and we will get in recorded into the public record.

Mr. Cumello stated we are trying to come to closure on the gate agreements and the last action was for Mr. Jacobson to provide the attachments. Did you ever receive those?

Mr. Roy responded I think this is what Ms. Buzyniski needs. There is one for Melrose, one for Waverly and one for Warwick. Please check to make sure they are in the format you need?

Ms. Buzyniski responded I will look at these and call you if I have any questions.

Mr. Cumello asked after legal review do we have a final document which can be passed to Leland Management who will pass it over to the HOA for their review?

Ms. Buzyniski responded as I understand it the HOA attorney has signed off on everything. It is a matter of getting these attached and incorporated into the document and getting it ready for signature. If you can get it signed by the HOA representative, it can come back to the Board for execution.

Mr. Cumello asked do we need a final document to send over to the HOA?

Ms. Buzyniski responded we have this pending the attachments.

Mr. Shelton stated I am a Melrose resident. I would like to point out Melrose took the official vote expressing the desire to add pedestrian gates and this vote was in the summer of 2005. If you do not mind my asking, when might this go over to the HOA?

Ms. Buzyniski responded what we are doing is turning over maintenance responsibility for these gate improvements to the HOA and within this the HOA can install those pedestrian gates.

Mr. Cumello stated my understanding is once this agreement is signed, it no longer comes to the CDD to have the gates installed. The HOA can go forward with the assessment. It has always been easier to have the HOA do the assessment instead of the CDD.

Mr. Shelton asked is this the last road block then the HOA will be able to pursue the installation as if they own everything?

Ms. Buzyniski responded this is correct.

Mr. Shelton asked can I have a copy of the agreement realizing it is not signed yet?

Mr. Rose asked do we need a motion to allow me to execute the Warwick Wall easement and this gate agreement?

Mr. Nanni responded we can take a motion to clean things up. I thought the Chairman had this approved sometime back.

On MOTION by Mr. Cumello seconded by Mr. Holihan with all in favor Mr. Rose, the interim Chairman, was authorized to sign agreements relating to the gate agreement document and the Warwick Wall easements.

EIGHTH ORDER OF BUSINESS

Engineer's Report

Mr. Roy stated the items on the action list have been addressed. The Warwick Wall, the Gentry Wall and the gates are the last items.

Ms. Buzyniski stated it is in terms of any exhibits or descriptions I was waiting on to complete documents.

Mr. Cumello asked do we have an issue with the right of way for Vista Palms to come across and connect to the drainage system?

Mr. Roy responded this has already been handled.

Ms. Buzyniski responded correct. The Board approved it in September and Ms. Dremann signed the document. I will get it over to the City of Orlando. The only condition to the Board's approval was the letter from the District Engineer stating they had reviewed all the calculations and everything was in order.

Mr. Roy stated the letter went out last month to the city and they forwarded it to St. Johns to issue the permit.

Mr. Cumello asked are there residents who will be inconvenienced by this construction work? Do we need to provide notification to them?

Mr. Roy responded no. All the work will be on the back side of the existing fence and berm. It will be on the Vista Palms side of the berm.

Mr. Cumello stated the other issue we had was the installation of the electronics in Champlain. Where does this stand?

Mr. Van der Laan responded both Mr. Roy and I sent out proposals.

Mr. Roy stated I sent one proposal to Bob and I think a copy Mr. Van der Laan. I think you had some additional proposals for this. I had them bid for five bollards on each side. In your minutes you were recommending two on each side.

Mr. Van der Laan stated I went with the two because I thought this was what had been talked about. Five certainly closes it off better than two.

Mr. Roy stated we have not received proposals and to my knowledge there was no go ahead given to either contractor to install them.

Mr. Rose stated this is on Mr. Van der Laan's report.

Mr. Van der Laan stated I suggest we go with Mr. Roy's proposal.

Mr. Rose asked did we get a copy of it?

Mr. Cumello asked it was a small amount of money we were talking about, right?

Mr. Roy responded I think it was \$1,700 if we did ten bollards and it was basically using the PVC concrete fill which is already in the existing sidewalk. It could be cheaper if you wanted to go with 6 x 6 wood posts painted.

Mr. Rose stated let us make it consistent with what we have.

Mr. Cumello stated we have two or three there already. It will be better if we continue with the same standard and extend on each side. For clarification for the new supervisors, we had complaints from residents where kids were driving up on their property then across CDD property to get to the next subdivision. The issue was how can we prevent them from driving their cars across private and CDD property? This was the proposal.

Mr. Rose asked are we looking at \$1,700 to do this?

Mr. Roy responded I believe this was in the proposal.

On MOTION by Mr. Cumello seconded by Mr. Rose with all in favor \$1,700 was approved for the installation of ten bollards.

Mr. Shelton asked I thought it was a requirement where a fire truck had to be able to pass through there?

Mr. Roy responded I believe the existing bollards are removable on the actual paved sidewalk portion. These will be on the existing swell slope outside of the dedicated access point.

Mr. Shelton asked can the fire truck move the bollards?

Mr. Roy responded yes, the existing bollards. These were proposed to sink the bollards permanently on the outside.

Mr. Shelton asked has the fire department blessed these?

Mr. Roy responded it is not in their excess easement.

Mr. Shelton asked the existing bollards are not?

Mr. Roy responded the existing bollards are in the access track, the proposed bollards will be outside of this. The existing bollards are removable. The proposed ones are going to be permanent.

Mr. Shelton asked did the fire department say it was okay for the existing bollards for access? Did anyone ask?

Mr. Roy responded on the original approved construction plans for the track, the removable bollards were spec on the construction plans and it was approved by the City of Orlando.

Mr. Roy stated the Vista Palms access gate through the wall which was put there. They actually installed an access gate on the north/south property line immediately adjacent to the Vista Lakes brick column. The access gate requires our maintenance people to leave our property, meander through a couple of trees and then come back into the 25 foot swell area which is part of CDD maintenance. I told the developer who was doing the adjacent project that I would check with the District Manager or Association Manager to make sure the maintenance people can access through there or if we needed some other agreement. The exhibit for the access showed it to be on the east/west connection between the berm and the property line verses on the north side line. Mr. Van der Laan did you have a chance to get with PROscape or if you want to get with Servello to see if it is convenient for them to be able to access that strip?

Mr. Van der Laan responded I have not looked into this further. Who installed the gate?

Mr. Roy responded it was part of the Vista Palms, Vista Lakes CDD agreement for the wall which went on the berm. The developer of Vista Palms had it installed. However, the access gate was not per the exhibit of that agreement.

Mr. Van der Laan stated I will talk to Servello and see if it fits their needs.

Mr. Rose asked if it does not will it have to be moved?

Mr. Roy responded it needs to be moved for you to adequately access the strip of land we are trying to maintain. Currently the Vista Lakes CDD maintenance people have to leave the Vista Lakes property, go on Vista Palms property and then come back onto the track of land.

Mr. Rose asked are you recommending we try to enforce the original?

Mr. Roy responded this would be my recommendation.

Mr. Rose stated let us do it. What do we need to tell them to remove their gate?

Mr. Roy responded you need to formally address it to the Vista Palms developer as this is not per the agreement.

Mr. Rose asked is this an attorney thing or a Manager thing?

Mr. Nanni responded it is cheaper to try it with the Manager.

Mr. Roy asked Mr. Van der Laan if he had copies of the exhibit? I can get you a copy and show you where the actual line was suppose to be.

Mr. Van der Laan responded this will be great and helpful.

Mr. Shelton asked what section of the wall is it?

Mr. Roy responded when you are coming from Narcoosee heading east on Lee Vista Boulevard past the fountain on the right hand side if you look south, there is the wall which was built on top of the berm. You will see a perpendicular piece approximately 20 feet long which goes from the wall on top of the berm to the wall on the Vista Lakes property line. This perpendicular piece is where the access gate was supposed to be located.

Mr. Cumello asked is there a leak in one of the fountains which needs to be repaired?

Mr. Van der Laan's response was inaudible.

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. Cumello stated at the last meeting we talked about the capital project request procedure and Mr. Moyer was working on this. Are there any updates on this?

Mr. Nanni responded yes, he has a draft. What I intended to do was email it to everybody. I also need to email you the update on the action list which the new supervisors are not aware of but I will explain it to them when we meet after this.

Mr. Cumello stated there have been a lot of discussion over the last few months on how do we handle capital requests from residents. We had no procedure so we asked the District

Manager to come up with a procedure for review. We are in a draft stage now. We are probably in the third revision of this document now.

Mr. Nanni stated it is two pages and a ballot but I will get it out to you.

Mr. Rose stated we have the potential for developing a website or something to support the public records requests. Mr. Moyer was also going to look into this. Another item for him was what to do with excess funds from the bond refinance. He was researching this as well. We did review a proposed public records request last meeting.

Mr. Nanni stated I will have to get with Mr. Moyer this afternoon to see where he is with those items. I will email what I have.

Mr. Rose stated someone from Severn Trent was to evaluate the CDD resources to see where the best place was to store our public records.

Mr. Nanni stated we wanted to look at the cost of storing at Iron Mountain. Ms. Buzyniski do you store anything at Iron Mountain?

Ms. Buzyniski responded yes we do.

Mr. Rose stated in the context of the public records requests, there are people involved in pulling the records if someone was to request them. Is it something we need to rely on the community manager or will it stay with Akerman Senterfitt? I think this was the context of the discussion.

Mr. Nanni stated for the most part your recording clerks have been handling this within the Severn Trent organization. If someone wants a copy of the January 2005 minutes, we get it out to them. If it was something of a legal issue, it would go by Ms. Buzyniski to make sure there is not anything complicated. Under normal circumstances, past documents is part of the everyday business with recording.

Mr. Rose asked who is recording?

Mr. Nanni responded in your case the recording secretary for your District is Ms. Linda Harley. When it comes to public records requests, they are what we call lead secretaries, in other words her boss, who is Ms. Marilyn Murphy. We send the requests to her.

Mr. Rose stated our records need to be in one place. Is this what we discussed several times?

Mr. Cumello responded yes this is what we talked about and Mr. Moyer said it will be several months before they can go through all the records to see what they have and what they do not have.

Mr. Nanni stated this was a separate item. This was more along the lines of the lengthy list of missing documents and where they were located or who had what and this was one issue. This is another issue about wanting everything in one place. We can give you everything we have in Coral Springs and I do not know how we will do that.

Mr. Cumello stated I thought the issue was, where are the documents? We thought the attorney had all the documents and this was where they were going to reside. Then the question was what documents do we have and this is being researched. My assumption is we do not know where all the documents are and we are trying to find out where they are. The next piece is once we do know what documents we are supposed to have and where they are, how does the public get access to them? What is the best way of doing it? Can it be a combination of on-line and hard copies? What is the most cost affective way of making them available to the public so they are not going over to the attorney's office making a request for them?

Mr. Nanni responded we will have some dialogue on this.

Mr. Cumello stated we will like to have an update on where we are with this at the next meeting.

TENTH ORDER OF BUSINESS

Audience Comments

Mr. Nanni stated Pastor Banks is here because of a potential position on the Board.

Pastor Banks stated I am president of the Property Owners Association.

Mr. Nanni stated if you can put it on your schedule the next meeting is December 12, 2007. A quick overview is we had two members resign from the Board and two members were appointed. There is a third position still pending which will be filled to finalize the term and this will be considered on December 12, 2007 at the same time, same place.

Pastor Banks asked should he prepare something?

Mr. Nanni responded no one prepared anything. I assumed because you mentioned his name earlier, everyone knows Pastor Banks. Is this correct?

The Board response was no.

Mr. Nanni asked do you want to take a couple of minutes and give an overview of yourself. This way these gentlemen will remember you for the next meeting.

I am Pastor Harold Banks of the Atonement Lutheran Church and we are planning to build in Vista Lakes. I have been the pastor of this church since 2004. I have been in Orlando since 2001. I work as a consultant on the side. I am a retired naval officer.

Mr. Rose asked where is the church located now?

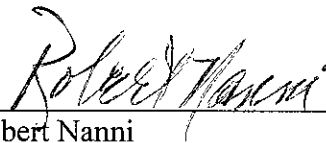
Pastor Banks responded next to the hospital.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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



Robert Nanni
Secretary



John Rose
Vice Chairperson