VILLA SOL COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

SEPTEMBER 13, 2022

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CALL IN: 1-646-838-1601 CONFERENCE ID:283439223#



Villa Sol Community Development District

Board Members Staff

Ramon Bermudez, Chairman Servando Comas, Vice Chairman Mark Gosdin, Assistant Secretary Michael Edgecombe, Assistant Secretary Camilo Nin, Assistant Secretary Gabriel Mena, District Manager Scott Clark, District Counsel Peter Armans, District Engineer Freddy Blanco, Field Manager

Meeting Agenda Tuesday, September 13, 2022 – 5:00 p.m.

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. Audience Comments on Agenda Items (Limited to a Maximum of 3 Minutes)
- 4. Business Matters
 - A. Consideration of Wild Pig Removal Proposals
 - B. Consideration of Proposals from the Landscape Services Request for Proposals
- 5. District Engineer
- 6. District Counsel
- 7. District Manager's Report
 - A. Approval of July 12, 2022 and August 9, 2022 Meeting Minutes
 - B. Acceptance of Financial Statements of July 2022
 - C. Approval of Check Register of July 2022
- 8. Field Operations
 - A. Field Report
 - B. Brightview Irrigation Proposals
 - C. Brightview Tree Branch Removal Proposal
- 9. Requests & Comments
- 10. Adjournment

Next Meeting is Scheduled for November 1, 2022, at 1:00 p.m.

Section 4 Business Matters

Subsection 4A

Wild Pig Removal Proposals



Wild Pig Removal

When "This Little Piggy" Has to GO!

We are proud to be a part of the solution for our area's wild hog problem.



BUSINESS PROPOSAL



WHAT ARE FERAL SWINE

Feral swine are the same species, Sus scrofa, as pigs that are found on farms. Feral swine are descendants of escaped or released pigs. Feral swine are called by many names including; wild boar, wild hog, razorback, piney woods rooter, and Russian or Eurasian boar. No matter the name they are a dangerous, destructive, invasive species. History of feral swine in the Americas Feral swine were first brought to the United States in the 1500s by early explorers and settlers as a source of food. Repeated introductions occurred thereafter. The geographic range of this destructive species is rapidly expanding and its populations are increasing across the nation.

Feral Swine Destroy Property

Feral swine can destroy lawns, gardens, ornamental plantings, and trees through rooting. They can also damage landscaping, fences, and other structures reducing the aesthetic value of the property. Although most often associated with rural areas, feral swine are increasingly causing damage to residential property, golf courses, beaches, and parks. Furthermore, feral swine can cause considerable damage when involved in vehicle collisions such as with cars and motorcycles.

Feral swine cause great risks to human health and safety, by harboring and transmitting diseases to people and pets Feral swine are known to carry at least 30 viral and bacterial diseases and nearly 40 parasites that can be transmitted to humans, pets, livestock, and other wildlife.



There are a variety of techniques that can be used to manage the damage caused by feral swine.

Not all techniques are suitable in every location or situation and, often, a combination of methods must be used to ensure success.



The most successful feral swine damage management strategies employ a diversity of tactics in a comprehensive, integrated approach. Factors to consider when choosing a management method(s) are overall objectives, landscape, environmental conditions, feral swine behavior and density, local regulations, and available funding. The appropriate method or combination of methods for the situation can be determined by utilizing the best information available which can be gathered from surveillance of damage and signs of feral swine on a specific property. Their reproduction rate is just off the charts, A female can have her firts litter at 7 months old and she can have around 12. Fifty percent of those would normally be female and these hogs can have up to three litters a year.

Proposal

Prepared For: Gabriel Mena Job Name: Villa Sol Cdd Job Location: Kissimmee

Starting Date: End Date:

We propose to furnish all materials and perform all abor necessary to complete the following:

Hunt and trap all feral hogs possible using state-of-the art GPS camera systems, night vision, trained K9's, and any other means necessary to control and eliminate the feral hog population. We DO NOT use any type of firearms to ensure the safety of residents and any other/all people around. Property and traps are monitored 24/7 via GPS/Mobile Cameras along with a representative of the company being onsite 2 to 4 times a week minimum to help eliminate and control the hog population onsite.

We have provided our services with great success to several properties throughout Hillsborough, Pasco, and Manatee County. Which include the following subdivisions and county preserves Panther Trace 1-2, River Reach, Carriage Pointe HOA/CDD, Tanglewood CDD, Belmount CDD, Concord Station CDD, Lower Green Swamp Preserve, Bell Creek Preserve, BlackWater Creek Preserve, Boyete Oak Scrub, and Menard Park, Reserve of Pradera CDD, Ballantrae CDD, Bexley CDD, Triple Creek CDD, Fishhawk Preserve, FishHawk Trails HOA, Wilderness Park CDD, Meadow Point CDD, JayMar Farms, Diehl Farms, Goodson Farms, Bickett Groves, Simmons Ranch, Double D Ranch, and Hillsborough County Parks and Recreations to name just a few

We specialize in hog removal with 15 years of experience. We take pride in being discreet (out of sight out of mind). We set the standards high in controlling the feral hog population. The purpose of this proposal is to assist the HOA/CDD, Property Management, and landowners in controlling feral hogs which cause tremendous and costly property damage as well as pose a serious health and safety risk to humans and other animals. We will continue to work efficiently and effectively using an integrated approach to remove feral hogs from the approved properties.

Our monthly service fee of \$1850 per month. All service includes capturing feral hogs by any means necessary with the exception of firearms of any kind, camera set up and monitoring, bait to contain and capture the hogs in traps to prevent further property damage endured by the feral hogs. Extended contracts for 1 year or more are offered at a discounted rate. There is a set up or removal fee of \$335 per trap location.



ANY AND ALL ILLEGAL ACTIVITY ON THE PROPERTY WILL BE REPORTED TO THE PROPERTY MANAGER ALONG WITH APPROPRIATE AUTHORITES.

We are fully licensed and insured by the State of Florida to remove all nuisance wildlife and have the Feral Swine Transport License as well. We strive to provide the best service at a reasonable cost. Our team have all been background checked. Never to have been convicted of a felony, or misdemeanor within the last five years

Under no circumstance shall this contract be superseded by any other terms or conditions other than stated agreement. Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed, and will become an extra cost.

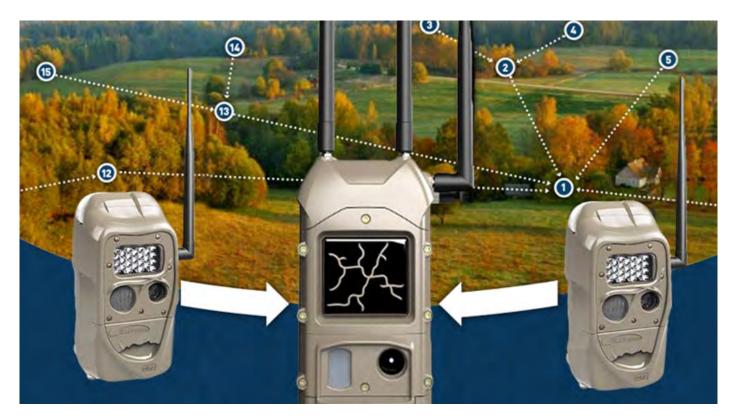
By signing this contract, you acknowledge the term to be Month to Month. If you choose to terminate this contract prior to the month term, you will still be billed for the remaining month there are no prorated fees. Upon termination of contract a 30-day written notice needs to be sent. All One-year or other contracts will continue unless a notice to end Service is submitted by signing this contract, you are agreeing to all terms and conditions.

By signing this contract, you provide authorization for Swine Solutions LLC to set traps and Hunt feral Hogs. Swine Solutions LLC and his agents are authorized to set traps as he sees fit on the areas throughout the Land within Boundaries of said propriety where hog damage may occur.

Approved By:	
Respectfully Submitted By:	Thomas Sewell

Wireless Cameras allow us to monitor entire property and all active traps.

Here at Swine Solutions, we strive to be the best. We guarantee our work in the communities. We have a 100% success rate. We have worked all over central Florida to help communities remove the hog population and eliminate the damage they cause. We carry 2 million in liability and 500k in commercial auto insurance. We use state of the art cameras and traps. Look no further my friend. We are simply the best. Please consider Swine Solutions for all your feral hog needs.





Here at Swine Solutions we use several different kinds of traps. Round traps, Square Traps, and Corral Style Traps. These traps are mobile



These traps are mobile





BUSINESS PROPOSAL

12013 Rose Ln Riverview, FL 33569 Office: 813-365-2568 Call: 813-220-5878 Email: Thomas@swinesolutionsfl.com SwineSolutionsFL.com From: Colton Bullock <bullockswildliferemoval@gmail.com>

Sent: Tuesday, September 6, 2022 4:18 PM

To: Mena, Gabriel <gabriel.mena@inframark.com>

Subject: Re: FW: Villa Sol CDD

Good afternoon Gabriel. It was good discussing the wild hog issues the community is have. Below are my suggestions on trapping the hog monthly for the HOA. Due to the area and woods / wetlands that surround the community can be a never ending issue.

We can start with 2 traps 1 north and 1 south of the community. Traps will have cell cameras on them to let me know when and if anything is in or around traps. \$1150 is the monthly cost for a minimum of 6 months. If the HOA would like to due a yearly contract I could lower pricing to \$1050 monthly. If the community would like an extra traps 3rd trap. That would be \$400 extra each month. Please feel free to contact me if you have any questions. Have a great day

Bullocks Wildlife Removal LLC

Colton L Bullock (CEO)

Address: 448 Spike CT Kissimmee FL, 34759

Cell Phone: (863) 242-5205 Home Phone: (407) 219-6221 Email: Cbullock07@gmail.com

Subsection 4B

Landscape Services Request for Proposals

2022 Villa Sol CDD Landscape RFP Proposal Board Summary - General Maintenance

Vendor Turf Maintenance		Shrub Maintenance		Tree Maintenance		General Site: Trash and Debris		Irrigation System Maintenance	
Benchmark	\$	39,800.00 \$	9,200.00	\$	3,150.00	\$	2,750.00	\$	4,250.00
Blade Runners	\$	39,840.00 \$	3,000.00	\$	8,160.00	\$	2,400.00	\$	6,600.00

2022 Villa Sol CDD Landscape RFP
Proposal Board Summary - Annual Pricing
by Vendor

I	Vendor	Year 1 Pricing		Year 2 Pricing	Year 3 Pricing		3-Year Grand Total
ſ	Benchmark	\$ 59,150.00	;	61,516.00	\$ 63,376.00	5	184,042.00
	Blade Runners	\$ 60,000.00	5	63,000.00	\$ 66,150.00	•	189,150.00

2022 Villa Sol CDD Landscape RFP Proposal Board Summary - Extra Services

Vendor	Price	e per Yard	Number of Yards	Ar	nnual Cost	Price Per Flower	Number of Flo	owers Per Rotation	Price Per Rot	ation	Irrigation Hourly	/ Rate
Benchmark	\$	55.00	160	\$	8,800.00 \$	1.8		800	\$	1,480.00	\$	65.00
Blade Runners	\$	47.00	75	\$	3,525.00 \$	2.2		750	\$	1,687.50	\$	65.00





ABOUT US

Benchmark Landscaping is a Central Florida-operated business with over 40 years of experience in the industry. We offer high-quality landscaping services for residential, commercial, and industrial properties in Orlando, FL.

Our team offers knowledge and expertise to provide you with the best results possible. Benchmark Landscaping is committed to providing the very best service at an affordable price. Whether you need a new lawn or just want some plants added to your garden, we have a solution that will fit your needs! We are confident our services will not only meet but exceed all your expectations.



OUR SERVICES



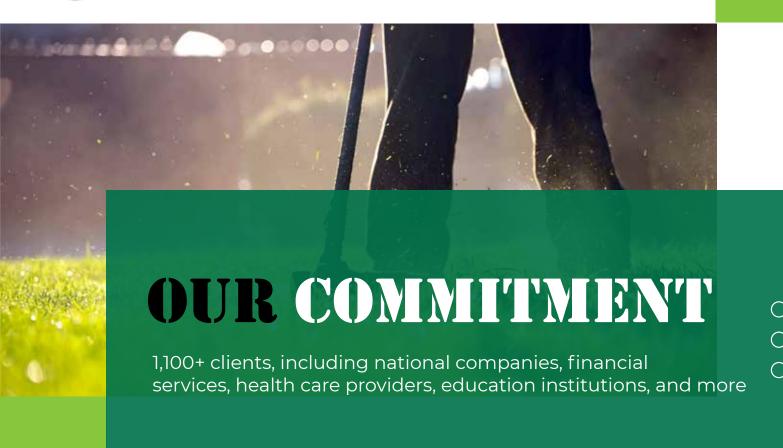
Benchmark Landscaping is a Central Florida-operated business with over 40 years of experience in the industry.

We offer high-quality landscaping services for residential, commercial, and industrial properties in Orlando, FL.

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- Ol Commercial Maintenance
- 02 Fertilizer & Pest Control
- 03 Landscape & Design
- 04 Enhancements
- 05 Irrigation & Water Management
- Tree service





Vetted, insured, and trained crews

Our staff undergo a thorough background check and E-Verify, complete a long training process, and are paid industry-leading wages and benefits.

We will provide you a turnkey, worry-free experience.

Local VIP Service

Our firm is comprised with a passion for perfection and efficiency while understanding our clientele. Our management team and our crew members appreciate your commitment to a pristine exterior that aligns with the local community.

We take pride in delivering 5-star service, as evidenced by our success driven nearly entirely through word-of-mouth referrals.

Reliability

Our team of 150+ is small enough to know your name, big enough to do any job.



Landscape Maintenance



When you need a maintenance crew to care for your commercial property, turn to Benchmark. We have skilled teams that can handle any job from turf renovations and tree trimming right through invasive plant removal service contracts in order provide an attractive atmosphere throughout all seasons of the year!

Fertilizer And Pest Control

02

If you want to keep your landscape clean and healthy, then it's time for some proactive gardening! Benchmark Landscaping has the expertise needed with their team of experts who can provide customized plans that are good not just for reputation but also all those who enjoy viewing or utilizing our client's property. The right type care plan will help eliminate weeds while ensuring pest control is kept at bay so this space stays looking great year-round without having any negative impacts on humanity's environment either directly through excessive use pesticides which may harm wildlife if they aren't used properly; secondly by reducing runoff into storm sewers where untreated wastes could contain unpleasant chemicals like hormones from pharmaceuticals flushed down toilets.



Landscape & Design

Looking to create a breathtaking landscape for your home or business? Look no further than Benchmark Landscape Design Services! Our experienced and talented landscape designer and landscape architect will work with you to bring your vision to life, creating a stunning outdoor space that you can enjoy for years to come. With our passion for excellence and attention to detail, we guarantee that you won't be disappointed with the results or our superior service!



Enhancements

We're committed to enhancing the appeal of your property for visitors, tenants and employees by becoming a part of an industry-leading exterior maintenance program. Whether you need seasonal upgrades or repairs on turf conversions we have experts who will identify opportunities in order optimize its value as well as perception!

05

Irrigation And Water Management

From water analysis, we can reduce up to 20% of your costs. We compare data across multiple sites and establish benchmarks for best practices in order eliminate waste with a reduction on expenses which will ultimately save you money!

Water-efficient landscapes can help you save money on your water bill. Benchmark's experts are here to guide the way with hardscaping and sprinkler system installation that will keep costs down for our clients' communities!



Tree service

We offer a variety of tree care services that are sure to meet your needs. From planting and pruning, cabling or relocation we have you covered! Trees can be an integral part in reducing property risk for homeowners as well as increasing curb appeal with the addition of beautiful trees on one's homestead - but they also need regular maintenance too so call us today before its too late!

OUR WORLD-CLASS TEAM

Michael Botkin
CEO

Justin Green
General Manager

Tia Rychert

Executive Assistant / Accounting

Chelsea Browning
Office Assistant

Jennifer Kennedy
Director of Customer Relations

Nick Lomasney
Director of Maintenance

Tony Muriel
Director of Landscaping

Felix Ramos
Director of Maintenance

Miguel Serrano
Director of Irrigation





WHO WE SERVE

- Community Associations
- Commercial Properties
- Public Infrastructure
- National Accounts

CURRENT CLIENTS















CONTACT US

OUR OFFICE

Headquarters - Celebration, FL **Branch** - Winter Haven, FL and Kissimmee, FL

Call/Text



info@benchmarklandscapingfl.com



407-929-7610

Submittal Transmittal

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Benchmark Landscaping

4600 Cecile Drive, Kissimmee FL 34746

(407) 929-7610 | www.benchmark-fl.com

- 1) Submittal Requirements
 - a) Official Proposal Form is attached
 - b) Required Affidavit is attached executed
 - c) Company Information
 - i) Name of Company is Benchmark Landscaping
 - ii) Headquarters located in Celebration Florida
 - iii) Office locations in Winter Haven (20 employees), Celebration and Kissimmee (45 employees)
 - iv) Local branch address is 4600 Cecile Drive, Kissimmee FL 34746
 - v) History of Company please see attached
 - vi) Organization Chart please see attached
 - vii) proof of applicable insurance please see attached
 - d) Qualifications and Staffing
 - Benchmark staff has worked alongside Celebration Community Development District for over 10 years.
 - ii) Please see attached in addition to our references below
 - (1) No subcontractor is proposed within this proposal. Our staff includes Certified Pest Control Operator and technicians, in addition to the on-staff maintenance and irrigation technicians.
 - (2) Please see attached list of team members in addition to our Maintenance and Enhancement teams.
 - e) Cost of additional services shall be supplied at time of request. Benchmark offers services beyond the scope of work including Landscape / Hardscape Design, Drainage, Hardscapes and full enhancement crews.
 - f) References We are committed to providing superior service by meeting the needs of our customers and employees, while promoting true professionalism and innovation. We use the most effective, efficient methods and equipment, as well as employ highly trained professional to satisfy all your landscape and property needs. Our customer service takes highest priority. This exceptional customer care and our strong attention to even the smallest detail is what set us apart from others in the industry. We at Benchmark feel that in addition to an exceptional quality of work there is a great importance to maintain strong working partnerships with every one of our customers. We consider our partnerships the keystone to mutual success.

Additional references are available upon request:

Celebration Resident Owners Association

Service Areas Townhome Communities
Rose Vasquez, Service Area Manager
rose.vazquez@grandmanors.com
(407) 566-1200

Grand Manors

Town of Celebration, Parks, Pools and Facilities
Brayan Senquis, Operations Manager
brayan.senquis@grandmanors.com
(407) 566-1200

INFRAMARK

Celebration Community Development District Russ Simmons, Field Services Manager Russ.Simmons@inframark.com (407) 566-4127

Camden Living Excellence – Luxury Apartment Living

Multiple Locations in the Orlando Area
Joanne Belcher, Regional Director of Landscape
JBelcher@camdenliving.com
(813) 286-5931

South State Banks

Multiple Locations in Florida Chris Firdoch, Bank President CFridoch@southstatebank.com



LANDSCAPE SERVICES AGREEMENT

Terms and Conditions

THIS	LANDSCAPE	SERVICES	AGREEMEN'	Γ (this	"Agreemen	t") is	entered	into as	of
		between I	Benchmark Lai	ndscaping	LLC ("Be	enchmai	r k "), and	Villa	Sol
Comm	unity Developme	ent District ("	Client"). If Cli	ent is other	er than the 1	record ov	wner of ea	ich prop	erty
where	goods or services	will be delive	ered under this A	Agreemen	t, then Clien	t is execu	ating and	entering	into
this Ag	greement on its o	wn behalf and	as a duly autho	rized agei	nt for the red	cord own	er(s) of su	ich prop	erty
or prop	perties.								

NOW, THEREFORE, Client and Benchmark mutually agree to the following terms and conditions:

- 1. Services. For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services together with delivery or installation of any associated goods and materials described on Exhibit A attached hereto and made a part hereof (the "Scope of Landscape Services") and any Work Order (as defined below) executed by the parties pursuant to the terms hereof, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the applicable service area(s) identified in the attached Scope of Landscape Services and on any Work Order executed by the parties pursuant to the terms hereof. Services will be furnished by Benchmark or its contractors in accordance with the Scope of Landscape Services or Work Order, as applicable. A Scope of Landscape Services shall be attached to Exhibit A for each Landscape Site, in the event that there is more than one (1) Landscape Site.
- **2. Term.** The "**Initial Term**" of this Agreement shall commence on October 1, 2022 (the "**Start Date**") and continue thereafter for a period of two (2) one (1) year extensions, unless sooner terminated pursuant to the terms hereof. Thereafter, this Agreement shall renew automatically for successive one (1) year periods (each, a "**Renewal Term**") on each anniversary of the Start Date of the Initial Term (each, an "**Anniversary Date**"), unless either party gives written notice to the other party of its intent not to renew at least ninety (90) days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "**Term**".
- 3. Work Orders. If Client requests Services from Benchmark that are not set forth on the Scope of Landscape Services or requests that Services be performed at a worksite for which there is no Scope of Landscape Services attached hereto, then Benchmark may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials

furnished pursuant to a Work Order, the fee (the "Work Order Charge") shall be due from Client to Benchmark as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order.

4. Insurance. During the Term, Benchmark will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to the Client upon request.

5. Cooperation.

- **a.** Client will cooperate with Benchmark to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify Benchmark in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least forty-eighty (48) hours to any scheduled delivery of services, goods, or materials.
- **b.** If required for the provision of the Services, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services or Work Order(s).
- c. Client shall provide written notice to Benchmark of any proposed change in the ownership or management of the Landscape Site(s) at least thirty (30) days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to Benchmark with respect to any Work Order.

6. Service Fee.

- **a.** For Services performed pursuant to this Agreement, Client shall pay Benchmark the service fee (the "**Service Fee**") specified in the Scope of Landscape Services, subject to adjustments as described below.
- b. Client shall pay the Service Fee to Benchmark monthly in advance in accordance with the "Billing Information and Schedule" attached hereto as Exhibit B. If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in twelve (12) equal monthly installments (beginning on the Start Date). Installments of the Service Fee are due to Benchmark no later than the 15th calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) one and 5/10 percent (1.5%) per month (eighteen percent (18%) per annum) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse Benchmark for all costs and expenses (including but not limited to attorneys' fees and court costs) incurred by Benchmark in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- c. The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, the Billing Information and Schedule attached hereto and the terms of any Work Order, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan in the Billing Information and Schedule is implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to Benchmark for Services performed since the most recent Anniversary Date shall be subtracted from the time-andmaterials value (as determined in good faith by Benchmark) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to Benchmark. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- **d.** Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding twelve (12) months by four percent (4)%.
- **e.** Client must notify Benchmark in writing of any disputed Service Fees or Work Order Charges to be paid pursuant to this Section 6. The parties shall cooperate in good faith to resolve any such disputed Service Fees or Work Order Charges.

7. Termination.

- a. If either party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then Benchmark may elect, in its sole discretion, to (i) delay or cancel Services or Work Order(s) without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- **b.** Either Benchmark or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

a. Benchmark will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order(s) for the benefit of Client or any third

party and, consequently, Client shall not rely on Benchmark to provide such safety related services at any time. Further, Benchmark does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to Benchmark's use of chemicals during Service (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on Benchmark to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then Benchmark and Client may execute and enter into a separate written agreement whereby Benchmark will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- b. This Agreement shall be governed by the law of the State of Florida, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under or related to this Agreement will be brought exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Orlando and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal proceedings. State of Florida and the City of Orlando.
- c. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- **d.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required for Benchmark to assign this Agreement to any company which controls, is controlled by, or is under common control with Benchmark or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- e. This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior contracts or agreements with respect to such subject matter, whether oral or written. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the

- terms and conditions of any Work Order, the terms and conditions of this Agreement shall supersede and control.
- **f.** Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and Benchmark.
- **g.** The waiver by Client or Benchmark of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or Benchmark of such provision or any other provision.
- h. Benchmark's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of Benchmark or its subcontractors in connection with, or related to, Benchmark's performance of the Services or Work Order(s), shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Benchmark hereunder. In no event will Benchmark be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Benchmark in advance or could have been reasonably foreseen by Benchmark. Further, Benchmark shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order(s) hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or Benchmark's compliance or good faith efforts to comply with state or local water regulations or mandates.
- i. Benchmark's performance will be excused without penalty to the extent Benchmark is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of Benchmark. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that Benchmark shall not be liable for any failure to perform as a direct or indirect result of Benchmark's compliance with or good faith efforts to comply with state or local water regulations or mandates.
- **j.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- **k.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Benchmark and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

[SIGNATURE PAGE FOLLOWS]

BENCHMARK (as defined in the first paragraph):

By:
Name: Jacob Mootz
Title: Director of Business Development
CLIENT (as defined in the first paragraph):
By:
Name:
Title:
Date:

Exhibit A

Scope of Landscape Services

Landscape Site Name:	Villa Sol
Site Location:	3050 Puerta Del Sol BlvdKissimmeeFL34744
Client Business Name:	Villa Sol Community Development District
Client Contact Name:	Inframark c/o Brett Perez
Client Contact Telephone:	
Client Contact Email:	Brett.perez@inframark.com
Billing Business Name:	
Billing Contact Name:	
Billing Contact Telephone:	
Billing Contact Email:	
Billing Contact Address:	
Benchmark Contact Name:	Jennifer Kennedy
Benchmark Contact Telephone:	407-929-7610
Benchmark Contact Email:	Service@benchmarklandscapingfl.com
Benchmark Billing Contact Name:	Tia Rychert
Benchmark Billing Contact Number:	407-929-7610
Benchmark Billing Contact Email:	Accounting@benchmarklandscapingfl.com

Description of Services at this Landscape Site (attach diagrams if necessary):

SCOPE OF WORK: In addition to the provided scope of work within the Solicitation to Bidders, Benchmark shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

1. General

- a. Site Visits. Benchmark will be on-site to perform services as follows
 - i. November 1st March 31st, Bi-Weekly
 - ii. April 1st October 31st, Weekly
 - iii. If service falls on a major holiday, service will be provided the previous or next available non-holiday day
 - iv. No service will be performed Dec 24th Jan 1st
- b. Site Map. Client will provide Benchmark with a site map of all applicable services areas.
- c. <u>Services</u>. Benchmark shall perform all lawn and shrub maintenance services described for all the grounds in the applicable services areas.
- d. Supervision.
 - i. Each day of service will be staffed with adequate number of staff with on-site supervision.
 - ii. Client supervisors will be easily identified and made aware to Benchmark for all communication of services.

e. <u>Supplies</u>. All necessary supplies used in performing maintenance services, including fertilizer, herbicides, and any other materials needed to perform shall be purchased by Benchmark.

f. Reports and Walk-Throughs.

- i. Benchmark and Client shall participate in two grounds walk-throughs each year (one in Spring and one in Fall) to identify and recommend grounds improvements.
- ii. Benchmark shall submit monthly progress reports of work undertaken during the period and any up-coming items. Monthly progress reports will also notify the Client of any actual or anticipated delays in completing scheduled work.
- g. Work shall be performed during the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding federal holidays. Any activity pursuant to this Agreement which Benchmark wishes to perform at times other than the times set forth above shall not commence without the prior permission of the Client.

h. Preliminary Walk-Through

- i. Benchmark and Client shall participate in walk-through of entire property.
- ii. Items will be identified needing attention and exclude from Benchmark warranty until brought up to Benchmark standard, including but not limited to dead plants, dead grass, plants that will age out, etc.

2. Performance Specifications

a. Lawn Maintenance.

- i. Grass shall be mowed to no lower than would permit optimum growth (without cutting more than 1/3 of the grass height). Mowing frequency not to exceed (42) for Treated / Irrigated turf. No mowing will be done during rainfall or afterward if there is standing water or soil so wet that mowing could cause ruts in the lawn. Debris shall be removed from the lawn prior to beginning a mowing only if shredding of the debris would be detrimental to the growth and appearance of the lawn.
- ii. Edging shall be done adjacent to sidewalks and curbs on a regular schedule to prevent the grass and ground cover from growing over the cement by more than two inches. At a minimum, edging shall be done twice monthly from April through November.
- iii. Edging shall be done around flower beds, foundation beds, and mulched trees in the Spring to be completed by April 15 of each year. No edging will be done if such action will result in soil erosion.
- iv. Trimming shall be done around buildings, trees, shrubs, fences and other features after each mowing.
- v. Grass clippings resulting from mowing, edging and trimming will be removed from sidewalks, steps and stoops as needed.

3. Shrub, Hedge and Groundcover Maintenance

a. Pruning.

i. Benchmark shall prune all shrubs to remove dead or damaged branches and to maintain or to restore a natural form (including shrubs which were previously pruned or sheared into balls or other unnatural forms). Hedges shall be sheared to maintain the existing shape and height.

b. Pruning Schedule.

i. Flowering deciduous shrubs will be pruned only once per year. Spring flowering shrubs will be pruned after blooming. Summer flowering shrubs will be pruned during late winter or early spring.

4. Bed Weed Control

a. All beds shall be cleared of weeds, debris and extraneous plant materials at least six times or as Scope requires per year to maintain a neat appearance.

5. Curb and Sidewalk Weed Control

a. Non-selective and/or pre-emergence herbicides shall be applied to cracks in common area/non-residential paved areas, sidewalks and walkways as necessary for weed control. There shall be a minimum of 4 complete inspections of and for cracks per year. Applications of the herbicide will be made as needed between April - November.

6. Irrigation Inspections. Irrigation Inspections are not covered under this agreement.

- a. Setting of all controllers to assure proper water management and municipal guideline adherence. (Contractor shall be supplied with current permit conditions from regulatory agencies as well as Zone lists and or zone map).
- b. Performance of sprinkler head directional adjustments as needed.
- c. Provision of monthly (12 annual) irrigation system inspection reports that provide detail listing of system breakages and accompanying estimate for labor and materials associated with the recommended repair.

7. Pre-Authorization for Irrigation Repairs.

a.	. Benchmark is a	uthorized to perform minor irrigation repair work withou	ıt Client approval,
	to expedite serv	ice and avoid plant and/or turf damage.	
	i. Yes	No	
	ii. Benchm	ark must submit an estimate for any repair over \$	prior to
	commen	cement. Any minor repair under this amount is pre-auth	orized.

8. Tree and Palm Maintenance.

- a. Scope of work per Solicitation
- b. Additional pruning and/or shaping may be provided on a time and materials basis with approval from Client
- c. Benchmark will be responsible for direct damage or negligence. Acts of God not included.

9. Mulching.

a. Benchmark will provide mulching services per solicitation upon request per Proposal Form

- b. 3" thick layer in all plant beds and tree rings up to not to exceed (160) CY yearly
- c. Mulch style will be based on current material which is Pine Bark Nugget

10. Fertilizer and Pest Control. Fertilizer and Pest Control

- a. Total of (6) St. Augustine turf applications performed per year in addition to the following:
 - i. Turf-damaging insect control to be performed on a preventative and curative basis in conjunction with turf fertilization applications.
 - ii. Broadleaf weed control pre-emergence and post-emergence applications to be performed during all cool- season turf fertilization applications.
 - iii. Fungicide applications shall be applied on an as-needed basis in conjunction with scheduled turf applications.
- b. Total of (3) applications with 2 (two) fertilizations performed each year.
 - i. Insect control to be performed on a preventative and curative basis in conjunction with shrub fertilization applications.
 - ii. Fungicide applications shall be applied on an as-needed basis in conjunction with shrub fertilizations applications.
- c. Benchmark may provide addition services which are not included (including but not limited to injections and drenches) under separate Work Order(s) as needed.

11. Flower Rotation.

- a. Benchmark will perform (4) rotations per year
- b. Spring, Summer, Fall, Winter
- c. Inclusive on average of (800) PREMIUM annuals per change out
- 12. **Spring Cleanup.** Spring Cleanup services are not covered under this Agreement.
 - a. Benchmark may provide services under separate Work Order(s) as needed.
- 13. **Pressure Washing.** Pressure Washing services are not covered under this Agreement.
 - a. Benchmark may provide services under separate Work Order(s) as needed.
- 14. **Porter Cleaning.** Porter Cleaning services are not covered however Dog Station and receptacle are per Solicitation.
 - a. Benchmark shall provide additional services under separate Work Order(s) as needed.

Exhibit B

Billing Information and Schedule

Service Fee: \$4,929.17 per month first year including 1-5 under Solicitation Proposal Form

Billing Schedule: First year is below. Consecutive years shall follow schedule at rates within the Official Proposal Form

Month, Day, Year	Monthly Amount	Due Date	Notes	
Year 1				
10/01/2022	\$4,929.17	10/15/2022	-	
11/01/2022	\$4,929.17	11/15/2022	-	
12/01/2022	\$4,929.17	12/15/2022	-	
01/01/2023	\$4,929.17	01/15/2023	-	
02/01/2023	\$4,929.17	02/15/2023	-	
03/01/2023	\$4,929.17	03/15/2023	-	
04/01/2023	\$4,929.17	04/15/2023	-	
05/01/2023	\$4,929.17	05/15/2023	-	
06/01/2023	\$4,929.17	06/15/2023	-	
07/01/2023	\$4,929.17	07/15/2023	-	
08/01/2023	\$4,929.17	08/15/2023	-	
09/01/2023	\$4,929.17	09/15/2023	-	
Total Year 1	\$59,150.00			

Exhibit B (continued)

Billing Information and Schedule

authorize Benchmark Landscaping, LLC regularly scheduled withdrawals from the bank account listed below. You will be charged the amount indicated above in Exhibit B (Billing Schedule) for each billing period. I confirm that the information is complete and accurate.							
This account information w authorized by Client.	ill not be used for any other	r purposes, bills, work orders unless specifically					
Bank Name:							
Address:							
City:	State:	Zip Code:					
Name on Account:							
Routing Number:							
Account Number:							
Account Type (checkings/	savings):						
Approved amount to be wi	thdrawn each month:						
executed on the next busine noted periodic transaction d Funds (NSF) I understand the charge again with a thre bank account and will not d correspond to the terms of the second to the terms of the second transaction.	ss day. These funds may be ates. In the case of an ACH hat Benchmark Landscaping e percent (3%) service chargispute these scheduled transhis agreement.	holiday, I understand that the payments may be withdrawn from account as soon as the above I Transaction being rejected for Non-Sufficient g LLC may, at its discretion, attempt to process rge. I certify that I am an authorized user of this sactions with my bank, so long as the transactions					
Account Holder's Signature		Date:					



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 58 (MM/DD/YYYY) 10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to	o the certificate holder in lieu of such	endorsement(s).	
PRODUCER		CONTACT NAME: Brandy Robbins	
Brown & Brown of Florida, Inc		PHONE (A/C, No, Ext): (407) 660-8282 FAX (A/C,	No): (407) 660-2012
2290 Lucien Way, Suite 400	i	E-MAIL address: brobbins@bborlando.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Maitland	FL 32751	INSURER A: Southern-Owners Insurance Company	10190
INSURED		INSURER B: Auto-Owners Insurance Company	18988
Benchmark Landscaping, LLC		INSURER C: Bridgefield Casualty Insurance Company	10335
BPRI ES Holding Company, LL	.C	INSURER D:	
PO Box 471057		INSURER E :	
Kissimmee	FL 34747	INSURER F:	
COVERAGES	CI 2110142540	DEVISION NUMBER	· ·

CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 10,000
Α					72556623	10/01/2021	10/01/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	×	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO						BODILY INJURY (Per person)	\$
В		OWNED SCHEDULED AUTOS ONLY AUTOS			53-556623-00	10/01/2021	10/01/2022	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
									\$
	×	UMBRELLA LIAB COCCUR						EACH OCCURRENCE	\$ 5,000,000
Α		EXCESS LIAB CLAIMS-MADE			53-556684-00	10/01/2021	10/01/2022	AGGREGATE	\$ 5,000,000
		DED RETENTION \$ 0							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						PER STATUTE OTH-	
_	C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		TBD - WC 10/01/2021 10/01		10/01/2022	10/01/2022 E.L. EACH ACCIDENT	\$ 1,000,000
			N/A			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DESC	DESCRIPTION OF OPERATIONS / OCATIONS / VEHICLES (ACCORD 4M Additional Remarks Schedule, may be attached if more space is required)								

	 0. 2	 (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. o . , , , ta a . t. o . t. a . t. o	o o o no a ano, may be	attached ii iiicio	opaco io roquirou,
and a	 4.4.4					

CERTIFICATE UOI DER

CERTIFICATE HOLDER		CANCELLATION
Benchmark Landscaping, LLC BPRI ES Ho	olding Company, LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1 0 200 47 1007		AUTHORIZED REPRESENTATIVE
Kissimmee I	FL 34747	Kyle Helly

CANCELLATION

^{***} Insured Copy ***

Official Propo al Fot;m for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Benchmark Landscapig_

In accordance \Vith the solicitation of proposals issued by the Villa Sol Community Development District the undersigned proposes to provide all work necessary to perfom1 the scope of services as described in the Project Manual.

Proposer submits that it can perfonn the work described above summarized as follows and as more specificality described m Proposer's proposal.

1. Turf !\laintenance	\$ 39,800.00
2 Shrub and Groundcover Mamtcnance	S 9,200.00
3. Tree Maintenance	\$ 3,150.00
4. General Site Maintenance: Trash and Debns Disposal	S_i.,7_i0.00
5. irrigation System	\$ 4,250.00
Total Yearly Cost for the first year of the above items	\$ 59,150.00
Year 2	\$_61,516.00
}ear 3	\$ 63,376.00
3Yettr Grand Total	\$184,072.00
6. Mulcl11ng for Tree and Shrub!Groundcover Bed Areas	\$ 8,800.00
Estimate of tofu/ cubic rards proposl!d to service the property:	160
Cost of \111/ch Per Cuhlc ford	\$ 55.00
4. Sealm1a/ Color Rollltion - Annual Total	\$ 5,920.00
Vumher of Flowen per Rotution	800 on average
Cost per !/-6" Flower	S 1.85
Irrigation Holln(1• Rate fhr items no/included in the Sc.:ope o ^f Serl'ices.	8 65.00

Proposer, thoroughly renewed all components of the Project Manual and has a thorough understanding of the work required, the ,tte and conditions where the work is to be performed, local labor conditions and all laws, n.:gulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site III all particulars, hereby propose and agrees, if Proposer's proposal is accepted, to enter into the Proposed lygreement with the District.

Name of Authorized Signatory of Proposer:	Jacob Mootz
Title of Authorized Signatory of Proposer:	Director of Business Development
Signature of Authorized Signatory of Propose	

19

Affidavit for **Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

[Solicitation of Propo.mis fi)r Laml. cape and Irrigarion Maintenance Services]
i "ii/a Sol Community Development District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: Benchmark Landscaping

I am authorized to make this affidavit on behalf of my finn and its owner, directors, and officers. I state that:

Public Entity Crimes

- 1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity cnme" (as those tenns are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor hst. world render us meligible to submit a proposal for this project.
- 2. Neither J, nor any person or affiliates with my fim1, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

- 3. I understand that pursuant to Section 287.135(2)(a). Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel Ust" \Created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
- 4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verif)

- 5. I understand that pursuant to Section 448.095(2). Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
- 6. Our firm Is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 202 J.
- 7. No public employer has tenninated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
- 8. Our ftml is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2). Florida Statutes.
- 9. I understand that. If there is a good faith belief that our fim1 has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
- 10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our finn has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or

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potential proposal.

- 12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they). Will not be disclosed before opening of all proposals.
- 13. No attempt has been made or will be made to indl,tce any firm or persons to refrain from sub1mtting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other fonn of complementary proposal.
- 14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 15. Our finn, its affiliates. subsidiaries. officers. director, and employees are not currently under investigation. by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdict10n, involving coqspiracy or collus10n ""ith respect to any public contract, except as disclosed.

I state that I and the named fim1 understand and acknowledge that the abo\'e representations are material and important and will be relied on by the Villa Sol Community Development District for which our proposal is submitted. I understand and my fim1 understands that any misstatement in this affidavit is, and shall be treated as. fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Sworn before me on 2022

Notary Public Signature

TOMAS E. BAUZA
MY COMMISSION # HH 256069
EXPIRES: July 24, 2028

Notary Stamp



TABLE OF CONTENT

- a. Official Proposal Form.
- b. Executed Affidavit for Scrutinized Companies, Public Entity Crimes, E-Verify, and Non-Collusion.
- c. d. Company Information and Qualification and Staffing- Attached.
- e. Cost of additional services.
- f. References.

Villa Sol Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Benchmark Landscaping

In accordance with the solicitation of proposals issued by the Villa Sol Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ 39,800.00
2. Shrub and Groundcover Maintenance	\$ 9,200.00
3. Tree Maintenance	\$ 3,150.00
4. General Site Maintenance: Trash and Debris Disposal	\$ 2,750.00
5. Irrigation System	\$ 4,250.00
Total Yearly Cost for the first year of the above items	\$ 59,150.00
Year 2	\$ 61,516.00
Year 3	\$ 63,376.00
3-Year Grand Total	\$ 184,072.00
6. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ 8,800.00
Estimate of total cubic yards proposed to service the property:	160
Cost of Mulch Per Cubic Yard	\$ 55.00
7. Seasonal Color Rotation – Annual Total	\$ 5,920.00
Number of Flowers per Rotation	800 on average
Cost per 4-6" Flower	§ 1.85
tion Hourly Rate for items not included in the Scope of Services:	\$ 65.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Jacob Mootz

Title of Authorized Signatory of Proposer: Director of Business Development

Signature of Authorized Signatory of Proposer:

{00096524.DOCX/2}

Affidavit for Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion

[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]

Villa Sol Community Development District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: Benchmark Landscaping

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

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- 5. I understand that pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
- 6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- 7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
- 8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
- 9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
- 10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or

{00096524.DOCX/2}

potential proposal.

- 12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any finn or person to submit a complementary or other noncompetitive proposal.
- 15. Our finn, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Villa Sol Community Development District for which our proposal is submitted. I understand and my finn understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me o

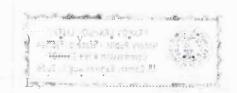
2022

Notary Public Signature

FRANDY BRANDON LIBEMA
Notary Public - State of Florida
Commission # HH 297929
My Comm. Expires Aug 7, 2026

Notary Starm

Exhibit A: Landscape Scope of Services





c. COMPANY INFORMATION

- i. Blade Runners Commercial Landscaping Orlando, LLC. doing business as "Blade Runners"
- ii. Principal Location: 19 N Texas Avenue, Orlando, FL 32805.
- iii. One office location, 80 employees total.
- iv. 19 N Texas Avenue, Orlando, FL 32805 Phone number: (407) 306-0600.
- v. Blade Runners is a company that has been in business for 14 years. His owner has 30 years of experience in the landscaping industry. We provide maintenance, irrigation, pest control in house, we do not subcontract any work. We are committed to provide quality work to our customers.
 - vi. Owner-Supervisors-Crew Leaders-Laborers.
 - vii. Attached.

d. QUALIFICATION AND STAFFING

- i We currently represent Brighton Lakes COD.
- ii. We have the experience, knowledge and right team to do the work.
 - 1. N/A
- iii. Account Manager: Juan Ramirez, 30 years experience in the landscaping industry.

e. COST OF ADDITIONAL SERVICES

Bush Hogging \$1,500 per day. Mulch \$47 a yard. Sod 400 sf pallet \$425 Ig plant \$8.00 3g plant \$16.00 7g plant \$34.00

f. REFERENCES

Marcial Rodriguez (917) 903 1377 Chairman CDD Board, Brighton Lakes.

Amos T. (407) 227 1816 HOA President, Vineyards Horizon.

Erika Smith
(321) 514 3840
HOA President, Merrick Landing.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

Agenda Page 49 1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION S WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

FROLOR	NAME: Jeffrey Larson	
LRA Insurance	r.♦♦N.t. cn. (407)838-3445	38-3460
498 S Lake Destiny Or	!ttJ♦ss: jlarson@lrainsurance.com	
Suite 200	NSURERIS AFFORDING COVERAGE	NAC #
Orlando FL 32810	NSURER A: Greenwich Insurance Company	22322
NEUFED	NSURER B: Bridgefield Employers Ins Co	10701
Blade Runners Commercial Landscaping Orlando LLC	NEURER C.	
19 N Texas Ave	NSUFER D:	
	NSUPER E	
Orlando FL 32805	NSURER F:	

REVISION NUMBER: COVERAGES CERTIFICATE NUMBER: 22/23 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITH-STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

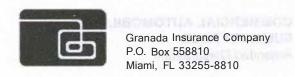
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						PERSONAL & ADV NURY	s	1,000,000
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	OFFICERMENTEER EXCLUSED?	NIA	0196-52411	2/1/2022	2/1/2023	BL DSEASE · EA BWRLOMEE	s	1,000,000
lif	ves describe under DESCRIPTION OF CREMATIONS below					BL DSEASE · POLICY LIMIT	\$	1,000,000

Leland Management Inc., including all properties under management, are included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Leland Management Inc. 6190 Taylor Dr.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Suite B. Flint, MI 48507	AUTHORIZED FEFTESSINIAIME
	John Lumbra/SARAHB

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Agenda Page 50



COMMERCIAL AUTOMOBILE 51 SUMMARY PAGE

Amended Declarations

Pulicy Number: 011 OFL00050573

Policy Period

12/09/2021 to

12/09/2022

12:01 A.M. Standard Time at the address of the Named Insured stated below.

NAMED INSURED AND ADDRESS

BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO LLC 19NTEXASAVE Orlando, FL 32805 AGENT NAME AND ADDRESS 6698
STAHL BOWLES AND ASSOCIATES, INC. DBA
STAHL MORSE &ASSOCIATES

STAHL MORSE &ASSOCIATES 1000 WEKIVA SPRINGS RD LONGWOOD, FL 32779

PHONE: (407) 869-4200

Business Description : LANDSCAPING

Form of Business : Corporation

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FOR QUESTIONS, COMPLAINTS OR TO OBTAIN INFORMATION ABOUT COVERAGE CALL (800) 392-9966 OR YOUR AGENT TEL# (407) 869-4200.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PART(S) ATTACHED

PREMIUM

Commercial Auto Coverages

\$102,455.00

SUB-TOTAL:

\$102,455.00

MGA POLICY FEE:

\$25.00

TOTAL PREMIUM:

\$102,480.00

========= ENDORSEMENTS MADE PART OF THIS POLICY _____

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY AND MADE A PART OF THIS POLICY AT THE TIME OF ISSUE

NUMBER	EDITION	DESCRIPTION				
UP-NOTICE	04-01	Important Information About Your Privacy				
IL0003	09-08	Calculation Of Premium				
ILOO 17	11-98	Common Policy Conditions				
GIC-RMP-102	03-98	Risk Management Program				
END OF SUMMARY DECLARATIONS						

AUTHORIZED REPRESENTATIVE

GIC AC A DEC (11/19)

Issued 08/17/2022



COMMERCIAL AUTOMOBILE 52 SUMMARY PAGE

Amended Declarations

Policy Number: 011 0FL00050573

Policy Period

12/09/2021 to

12/09/2022

DESCRIPTION

Business Auto Coverage Form

12:01 A.M. Standard Time at the address of the Named Insured stated below.

NAMED INSURED AND ADDRESS
BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO LLC
19 N TEXAS AVE
Orlando, FL 32805

AGENT NAME AND ADDRESS 6698
STAHL BOWLES AND ASSOCIATES, INC. DBA
STAHL MORSE & ASSOCIATES
1000 WEKNA SPRINGS RD
LONGWOOD, FL 32779

PHONE: (407) 869-4200 REASON FOR CHANGE = RECEIVED CHANGE ON AUGUST 17, 2022 AT 3:26:25 PM ENDORSEMENT EFFECTIVE AUGUST 17, 2022 AT 3:26:25 PM DELETING DRIVERS:VIRGIL E HARVEY, BLAKE ADKINS, PATRICK D BENNETT, SCHEDULE OF COVERAGES & AUTOS -----THIS POLICY PROVIDES THE DESCRIBED COVERAGES ONLY FOR THOSE AUTOS SHOWN AS COVERED AUTOS BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO DESIGNATED SYMBOLS SECTION OF THIS POLICY. COV. AUTO **COVERAGES** LIMIT OF INSURANCE **PREMIUM** SYMBOL LIABILITY CSL-Bodily Injury/Property Damage \$1,000,000 per accident \$86.250 PERSONAL INJURY PROTECTION \$10,000 per person \$1,827 \$0 deductible UNINSURED MOTORIST: NON STACKED Bodily Injury \$10,000 per person \$891 \$20,000 per accident PHYSICAL DAMAGE Comprehensive * SEE FOLLOWING NOTATION \$4.737 ** SEE FOLLOWING NOTATION \$8,750 Collision BASIC COVERAGE PREMIUM: \$102,455 ATTACHED ENDORSEMENTS PREMIUM: \$0 TOTAL COMMERCIAL AUTOMOBILE PREMIUM: \$102,455 Actual cash value or cost of repair, whichever is less, minus the deductible shown in Schedule of Covered Autos for each covered auto, but no deductible applies to loss caused by fire or lightning. ** Actual cash value or cost of repair, whichever is less, minus the deductible shown in Schedule of Covered Autos for each covered auto. ENDORSEMENTS MADE PART OF THIS POLICY==========

GICAC A DEC (11/19)

EDITION

03-06

NUMBER

CA 00 01

Issued 08/17/2022

Section 5 District Engineer



Osceola County, Florida

Data Source:Dewberry; Osceola County Property Appraiser Image Source: ESRI Dewberry

ID	Point	Comments	Photo
Pond 1	1	Severe erosion around MES, erosion is going towards homeowner's home. Approximately 5 feet in length. Structure 40.	
Pond 1	2	Erosion along bank; wetland vegetation encroaching	

Pond 1	3	Erosion about MES (No. 30) and eroded bank; wetland vegetation encroaching	25 Aug 2022 09.16.25
Pond 1	4	Eroded bank; wetland vegetation encroaching	

Pond 1	5	Eroded bank; wetland vegetation encroaching	
Pond 1	6	Boar rutting, causing unstable bank	
Pond 1	7	Erosion along bank; wetland vegetation encroaching; boar rutting	

Pond 1	8	Sedimentation buildup with eroded bank	
Pond 2	9	Erosion along bank; wetland vegetation encroaching	
Pond 2	10	Erosion along bank; wetland vegetation encroaching	

Pond 2	11	Erosion along bank; wetland vegetation encroaching	
Pond 2	12	Erosion along bank; wetland vegetation encroaching	
Pond 2	13	Severe erosion; plans indicate that structure may be here but cannot be found due to severity of erosion and vegetation	

Pond 2 14 Eroded bank; washing out approximately 8ft into homeowner's property; covered by grass	
--	--

Section 7 District Manager

Subsection 7A Minutes

1 2 3	MINUTES OF MEETING VILLA SOL COMMUNITY DEVELOPMENT DISTRICT
5 5 6 7	The regular meeting of the Board of Supervisors of the Villa Sol Community Development District was held Tuesday, July 12, 2022, at 5:00 p.m. at Villa Sol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, Florida 34744.
8 9 10 11 12 13	Present and constituting a quorum were the following: Ramon Bermudez Chairman Servando Comas Vice Chairman Michael Edgecombe Assistant Secretary Mark Gosdin Assistant Secretary
14 15 16 17 18	Also present, either in person or via communication media technology, were the following: Gabriel Mena Scott Clark Peter Armans District Counsel District Engineer Residents and Members of the Public
20 21 22 23 24 25	This is not a certified or verbatim transcript, but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy. FIRST ORDER OF BUSINESS Call to Order and Roll Call Mr. Genera collect the meeting to order at 5,00 mm.
2627	Mr. Comas called the meeting to order at 5:00 p.m. Mr. Comas called the roll and indicated a quorum was present for the meeting.
28 29 30 31	SECOND ORDER OF BUSINESS The Pledge of Allegiance was recited. Pledge of Allegiance
32 33	THIRD ORDER OF BUSINESS Audience Comments Mr. Herman Perez, 2803 Via Largo Court, spoke on getting as many proposals as possible for
34	things needing done, to get a better picture of pricing and what is involved.
35	Mr. Jack Werksman, 3152 Via Palma Lane, previously a permanent garbage can was
36	requested over by the townhomes. It has been installed and there is no longer garbage on the
37	ground. It was asked that another permanent garbage can be installed in the parking lot. Mr.
38	Werksman also asked for better communication from the CDD for less hostility in the District.
39	Ms. Lawton, 3013 Villa Preciosa Drive, an assault took place at the pool, and a police report
40	was filed, and the HOA was also notified. Mr. Clark, District Counsel, stated law enforcement
41	needs to request all information pertaining to the security system, being this is privileged
42	information.
43	The resident at 2971 Lithia Way wants to move to cash/card payment and away from money

order/check for payments.

45	Mr. Blanco informed residents there was an incident in which a teenager damaged the female
46	bathroom.
47 48 49 50	FOURTH ORDER OF BUSINESS A. Consideration of Resolution 2022-08, Record Retention Mr. Mena read Resolution 2022-08 into the record. After discussion, this item was tabled.
51	Mr. Mena will get the cost of digitizing and bring it to the Board. This item was tabled.
52 53 54 55	FIFTH ORDER OF BUSINESS A. Terracon Pavement Evaluation This item was approved at the last meeting and signature came in after the agenda went out.
56	Mr. Mena will obtain a calendar of completion.
57 58	B. Dale Beasley Construction, Via Palma Asphalt Repair
59 60 61	SIXTH ORDER OF BUSINESS District Counsel Mr. Clark did not have any new items to discuss.
62 63 64	SEVENTH ORDER OF BUSINESS District Manager A. Acceptance of the Regular Meeting Minutes of May 10, 2022 Mr. Comas asked for any changes or corrections to the minutes.
65	Mr. Comas reviewed the changes to the minutes.
66 67 68 69	On MOTION by Mr. Comas, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to accept the minutes from May 10, 2022, as amended.
70 71 72 73	B. Financial Statements (<i>May 2022</i>) Mr. Mena asked for questions or comments.
74 75 76 77	On MOTION by Mr. Bermudez, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to accept the financials for May 2022, as presented.
78 79	C. Approval of Invoices and Check Register (May 2022) Mr. Comas asked for more information on LL Tax Solutions. The arbitrage rebate was
80	explained by Mr. Clark and Mr. Mena.
81 82 83 84 85	On MOTION by Mr. Edgecombe, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to approve the invoices and check register, as presented.

88 89	EIGHTH ORDER OF BUSINESS Field Operations A. Field Reports
90	Mr. Blanco reviewed the field report for the Board.
91	District Management to bring wild hog trapping proposals to the next meeting.
92	Mr. Blanco gave an update on the spike strips. Field Management will bring asphalt proposals
93	for leveling the approach to the spike strips.
94	Mr. Blanco suggested going out for bid for landscaping services. A discussion ensued.
95	
96 97 98	On MOTION by Mr. Edgecombe, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to authorize Inframark to
90 99	solicit landscape maintenance services proposals.
100 101	B. Brightview Proposals Hurricane Flyer Pricing, #7816645, #7816646, and #7841660 Mr. Blanco considers proposal #7816646 to already be included in the agreement.
102 103	C. Ramco Proposals #RAMQ1277 and #RAMQ1279 These Ramco proposals were tabled.
104 105	D. Magnosec Proposal This Magnosec proposal was tabled.
106 107 108 109 110 111	E. Paverology Proposal #000812 Mr. Blanco reviewed the paver repairs needed. A discussion ensued. On MOTION by Mr. Gosdin, seconded by Mr. Edgecombe, with all in favor, unanimous approval was given to approve the Paverology Proposal #000812 for \$9,600.00
112 113 114	F. Roofing Proposals Proposals from Skylight Roofing and Total Roof Service
115 116	Mr. Blanco reviewed these proposals and the repairs needed for the Board.
117 118 119	On MOTION by Mr. Gosdin, seconded by Mr. Edgecombe, with all in favor, unanimous approval was given to the Total Roof Services proposal for \$5,450.00 for roof repairs.
120 121 122	G. Pool Service ProposalsMr. Blanco reviewed the pool service proposals from Pool Service Orlando and Techni-Pool.
123 124	The Board asked to have an out clause in the agreement.
125	On MOTION by Mr. Gosdin, seconded by Mr. Edgecombe, with all
126	in favor, unanimous approval was given to the Techni-Pool proposal
127 128	for \$13,836.00 annually.
128	

132 133	H. Exercise Systems ProposalMr. Blanco reviewed the Exercise Systems proposal for the Board.		
134	A discussion ensued on the gym flooring and this item was tabled.		
135 136	I. Servusat Proposal E1062A proposal was presented for repairs to the card access system.		
137	Mr. Blanco advised this should not require a complete overhaul of the system and explained		
138	the changes to the Board. A discussion ensued.		
139			
140 141 142	On MOTION by Mr. Bermudez, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to the Servusat proposal E1062 for \$4,952.45.		
143 144 145 146	J. Gate Incident The gate incident did not need to be discussed per Mr. Comas.		
147 148 149	NINTH ORDER OF BUSINESS Public Hearing to Consider the Adoption of Fiscal Year 2023 Approved Budget		
150 151 152	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to open the public hearing to consider the adoption of fiscal year 2023 budget.		
153154155	A. Public Comments Ms. Caswell, 3109 Riachuelo Lane, commented on maintenance for ponds.		
156	Mr. Werksman, 3152 Via Palma Lane, commented on emergency funds. There is a concern		
157	with the underground care, streets, and pipes.		
158	Mr. Mena spoke on increasing the budget and assessments for emergency and future items.		
159	Mr. Comas stated there was an email from the District Engineer in 2020 that there are three		
160	dedicated reserves to fund repairs.		
161 162	B. Consideration of Resolution 2022-06, Adopting Fiscal Year 2023 Budget		
163 164 165	On MOTION by Mr. Edgecombe, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to adopt Resolution 2022-06, adopting fiscal year 2023 budget.		
166 167 168	The public hearing was extended.		
169 170 171 172 173	TENTH ORDER OF BUSINESS Public Hearing to Consider the Levy of Operations and Maintenance Assessment for Fiscal Year 2023 A. Public Comments There were no public comments.		

in favor, unanimous approval was given to 07, levying fiscal year 2023 assessments. On MOTION by Mr. Comas, seconded be favor, unanimous approval was given to compare the compare to the second of the compare to the second of the compare to the second of the compare to the co	d by Mr. Gosdin, with all
On MOTION by Mr. Comas, seconded by favor, unanimous approval was given to c ELEVENTH ORDER OF BUSINESS Requests a The Board decided to move the November meeting to ELEVENTH ORDER OF BUSINESS Adjournme On MOTION by Mr. Comas, seconded by	,
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ELEVENTH ORDER OF BUSINESS Adjournme On MOTION by Mr. Comas, seconded by	nd Comments
On MOTION by Mr. Comas, seconded by	Jazzamahan 11 2022 at 1.00
On MOTION by Mr. Comas, seconded by	November 11, 2022, at 1:00 p.
	November 11, 2022, at 1:00 p.:
	•
in favor, the meeting was adjourned at 7:4	t
	Mr. Edgecombe, with all
Gabriel Mena, Secretary Chairma	Mr. Edgecombe, with all

1 2 2	MINUTES OF MEETING VILLA SOL COMMUNITY DEVELOPMENT DISTRICT
3 4 5 6	The regular meeting of the Board of Supervisors of the Villa Sol Community Development District was held Tuesday, August 9, 2022, at 1:00 p.m. at Villa Sol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, Florida 34744.
7 8 9 10 11 12	Present and constituting a quorum were the following: Ramon Bermudez Chairman Servando Comas Vice Chairman Mark Gosdin Assistant Secretary
13 14 15 16 17 18	Also present, either in person or via communication media technology, were the following: Gabriel Mena District Manager Scott Clark District Counsel Peter Armans District Engineer Freddy Blanco Field Manager Residents and Members of the Public
20 21 22 23 24	This is not a certified or verbatim transcript, but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy. FIRST ORDER OF BUSINESS Call to Order and Roll Call
25 26	Mr. Comas called the meeting to order at 1:08 p.m. Mr. Comas called the roll and indicated a quorum was present for the meeting.
27 28 29 30	SECOND ORDER OF BUSINESS The Pledge of Allegiance was recited. Pledge of Allegiance
31 32	THIRD ORDER OF BUSINESS Audience Comments Ms. Janer, County Commissioner District 2, was invited to provide updates around the area of
33	education, road widening, and other construction developments.
34	Mr. Perez, 2803 Via Otero Court, spoke on children misbehaving at the clubhouse, and
35	needing security to enforce rules. The HOA would also like to utilize the meeting from for free
36	on the last Thursday of every month.
37	Mr. Werksman, 3152 Via Palma Lane, stated communication needs improvement. The pool
38	was closed with no notice and residents were not told when it would reopen.
39	Mr. Correa, 2977 Siesta View Drive, asked for a liaison present at each HOA meeting and
40	CDD meeting to work between the two Boards. Mr. Correa also stated there is a Honda Civic
41	from 2974 Marbella Drive driving around the community with no license plate.
42	Mr. Libanoro, from Brightview, addressed the Board regarding irrigation issues with proposals

already submitted. Brightview is waiting for approval of these proposals.

44 45 46	FOURTH ORDER OF BUSINESS A. Consideration of Scope of Service for Landscape Services Request for Proposals. Mr. Blanco highlighted some detailed points in the Request for Proposals, as well as two
47	recommendations from Inframark for the Board.
48 49 50 51 52 53	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to accept the scope of services presented for the Landscape Request for Proposals. B. Approval of Fiscal Year 2023 Meeting Schedule
54	Mr. Mena introduced the fiscal year 2023 meeting schedule to the Board.
55	The Board would like the meeting times to be:
56 57 58 59 60 61 62	November 1 at 1:00 p.m. January 10 at 5:00 p.m. March 14 at 1:00 p.m. May 9 at 5:00 p.m. July 11 at 1:00 p.m. September 12 at 5:00 p.m.
63 64 65	FIFTH ORDER OF BUSINESS District Engineer A. Dewberry Annual Inspection Report With the Dewberry annual inspection, the needs analysis report brought to light some
66	concerns, such as bubblers being covered.
67	A large, 8-10 foot, alligator is present in the pond.
68	There are pond erosion mitigation issues. Mr. Armans will have a vendor evaluate this and
69	obtain their professional opinion.
70	The pothole and water pooling is repaired.
71	The major depressions next to cache basin are repaired.
72	Terracon is currently performing road coring work, and CCTV work is underway.
73 74 75	SIXTH ORDER OF BUSINESS District Counsel Communication from the Department of Environmental Protection, HB7053 passed, which
76	requires a response, but may not apply to the District. Mr. Clark will follow up on this.
77	A POD is located on a District roadway. Mr. Clark wrote a letter to the responsible resident,
78	and it was removed with no issues.
79	Mr. Bermudez voiced concerns of residents taking it upon themselves to enforce CDD rules
80	and asked for Mr. Clark's input. Mr. Clark advised this may not be creating liability for the

district, but the Board does have the option to hire security to fill the position of enforcing rules.

Mr. Bermudez voiced concerns about employee harassment from residents. A discussion

81

	Clark advised a formal document needs to be created with the receiver of harassment
makes an inci	dent report or written report of what happened. Mr. Clark gave examples of action
that can be tal	ken regarding the resident. It was the Board's decision to have temporary security
be onsite until	I the next meeting, when proposals can be obtained and voted on.
	On MOTION by Mr. Gosdin, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to authorize the delegation of \$2,000.00 for temporary onsite security.
A. Accep	ORDER OF BUSINESS District Manager stance of the Regular Meeting Minutes of July 12, 2022 nutes were stricken from the agenda
_	a presented the financial statements to the Board.
	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in favor, unanimous approval was given to accept the June 2022 financial statements.
C. Appro	oval of Check Register of June 2022
	On MOTION by Mr. Bermudez, seconded by Mr. Comas, with all in favor, unanimous approval was given to the check register of June 2022.
	Approval Policy is willing to work with the HOA on room rental. For permission, they will need to
reach out to the	ne Chairman, Mr. Bermudez. The signs for the HOA meeting must be removed
after 24 hours	. A discussion ensued.
	ent Behavior in Villa Sol was previously discussed under the District Counsel.
A. Field	DER OF BUSINESS Field Operations Reports To reviewed some items in field report for the Board.
_	atview Proposal – Valve Box Replacement to presented the Brightview proposal for replacement of a valve box.
	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in

favor, unanimous approval was given to the Brightview proposal #7808689 for the valve box replacement.

·	ercise Systems Proposal #0048793		
Mr. Blanco presented the Exercise Systems proposal to the Board.			
	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in		
	favor, unanimous approval was given to authorize Inframark to		
	solicit landscape maintenance services proposals.		
D. Sp	pecialty Floor Products – Premier Tuff Sport Floor		
The Board did not approve this proposal.			
NINTH OF	RDER OF BUSINESS Requests and Comments		
There	being no requests or comments, the next item of business followed.		
TENTH O	RDER OF BUSINESS Adjournment		
	On MOTION by Mr. Comas, seconded by Mr. Gosdin, with all in		
	favor, the meeting was adjourned at 4:06 n.m.		
	favor, the meeting was adjourned at 4:06 p.m.		
	favor, the meeting was adjourned at 4:06 p.m.		
	favor, the meeting was adjourned at 4:06 p.m.		
	favor, the meeting was adjourned at 4:06 p.m. ena, Secretary Chairman/Vice Chairman		

Subsection 7B

Financials



MEMORANDUM

TO: Board of Supervisors, VillaSol CDD

FROM: Fernand Thomas, District Accountant

CC: Gabe Mena, District Manager, Helena Randel, Accounting Supervisor

DATE: August 30, 2022

SUBJECT: July Financial Report

Attached, please find the July Financial Report. During your review, please keep in mind that the goal is for expenditures to be at or below the 100% of adopted budget of the fiscal year. To assist with your review, an overview of each of the District's Funds is provided below. If you have any questions or require additional information, please contact me at Fernand. Thomas@inframark.com.

General Funds:

- Total revenues are at 100.58% of the annual budget.
- Non-Ad Valorem Assessments are at 99.93% collected of the tax roll.
- For the current month, expenditures are at 66.76% of the annual budget.

Debt Service Funds:

Series 2018 A1-A2

- Total revenues are at 100.62% of the year-to-date budget.
- Non-Ad Valorem Assessments are 99.93% collected of the tax roll.
- The interest and principal debt service installment payments have been made.

VillaSol Community Development District

Financial Report
July 31, 2022

Prepared by



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VillaSol Community Development District

Financial Statements

(Unaudited)

July 31, 2022

VILLASOL

Balance Sheet July 31, 2022

ACCOUNT DESCRIPTION	A1 & GENERAL SI		RIES 2018 & A2 DEBT SERVICE FUND	TOTAL	
<u>ASSETS</u>					
Cash - Checking Account	\$	599,100	\$	-	\$ 599,100
Due From Other Funds		-		8,782	8,782
Investments:					
Money Market Account		104,724		-	104,724
Reserve Fund (A-2)		-		17,938	17,938
Reserve Fund A		-		87,273	87,273
Revenue Fund		-		120,118	120,118
Prepaid Items		2,671		-	2,671
Deposits		4,075		-	4,075
TOTAL ASSETS	\$	710,570	\$	234,111	\$ 944,681
LIABILITIES					
Accounts Payable	\$	24,823	\$	-	\$ 24,823
Due To Other Funds		8,782		-	8,782
TOTAL LIABILITIES		33,605		_	33,605

Balance Sheet

July 31, 2022

ACCOUNT DESCRIPTION	 ENERAL FUND	A1 8	RIES 2018 & A2 DEBT ERVICE FUND	 TOTAL
FUND BALANCES				
Nonspendable:				
Prepaid Items	2,671		-	2,671
Deposits	4,075		-	4,075
Restricted for:				
Debt Service	-		234,111	234,111
Assigned to:				
Operating Reserves	175,392		-	175,392
Unassigned:	494,827		-	494,827
TOTAL FUND BALANCES	\$ 676,965	\$	234,111	\$ 911,076
TOTAL LIABILITIES & FUND BALANCES	\$ 710,570	\$	234,111	\$ 944,681

ACCOUNT DESCRIPTION	Al	NNUAL DOPTED UDGET	YE	EAR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
REVENUES						
Interest - Investments	\$	2,500	\$	206	8.24%	\$ 37
Room Rentals		2,000		3,566	178.30%	889
Special Assmnts- Tax Collector		813,093		812,541	99.93%	-
Special Assmnts- Discounts		(32,524)		(26,802)	82.41%	-
Settlements		-		788	0.00%	-
Access Cards		4,000		3,323	83.08%	(32)
TOTAL REVENUES		789,069		793,622	100.58%	894
EXPENDITURES Administration						
P/R-Board of Supervisors		6,000		5,600	93.33%	800
FICA Taxes		459		428	93.25%	61
ProfServ-Arbitrage Rebate		600		600	100.00%	-
ProfServ-Dissemination Agent		1,000		-	0.00%	-
ProfServ-Engineering		27,200		44,888	165.03%	12,815
ProfServ-Legal Services		25,000		20,560	82.24%	-
ProfServ-Mgmt Consulting		47,000		39,955	85.01%	3,917
ProfServ-Property Appraiser		400		257	64.25%	-
ProfServ-Special Assessment		5,150		5,150	100.00%	-
ProfServ-Trustee Fees		6,410		6,411	100.02%	-
Auditing Services		6,250		6,250	100.00%	-
Communication - Telephone		3,600		3,174	88.17%	386
Postage and Freight		1,600		488	30.50%	77

	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF	JUL-22
ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ADOPTED BUD	ACTUAL
Insurance - General Liability	21,832	18,614	85.26%	-
Printing and Binding	4,000	881	22.03%	-
Legal Advertising	1,000	691	69.10%	-
Miscellaneous Services	1,000	2,326	232.60%	533
Misc-Assessment Collection Cost	16,262	15,710	96.61%	-
Misc-Web Hosting	2,150	2,027	94.28%	391
Office Supplies	400	105	26.25%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	177,488	174,290	98.20%	18,980
<u>Field</u>				
ProfServ-Field Management	48,000	40,000	83.33%	4,000
Misc-Property Taxes	540		0.00%	-
Total Field	48,540	40,000	82.41%	4,000
<u>Landscape Services</u>				
Contracts-Lake and Wetland	7,800	6,586	84.44%	668
Total Landscape Services	7,800	6,586	84.44%	668
<u>Utilities</u>				
Utility - General	46,000	32,855	71.42%	4,952
Total Utilities	46,000	32,855	71.42%	4,952

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
<u>Gatehouse</u>				
Contracts-Security Services	88,045	73,371	83.33%	7,337
R&M-Gatehouse	8,000	3,667	45.84%	240
Misc-Access Control Software	1,100	1,095	99.55%	-
Misc-Bar Codes	2,000		0.00%	-
Total Gatehouse	99,145	78,133	78.81%	7,577
Road and Street Facilities				
R&M-Roads & Alleyways	10,000	38,781	387.81%	-
R&M-Signage	863	-	0.00%	-
R&M-Pipe Inlet and Structure	183,700	524	0.29%	-
Total Road and Street Facilities	194,563	39,305	20.20%	-
Parks and Recreation - General				
Contracts-Fountain	1,588	1,058	66.62%	-
Contracts-Security Services	6,663	6,663	100.00%	1,666
Contracts-Pools	7,740	5,160	66.67%	-
Contracts-Sheriff	7,500	943	12.57%	203
Utility - Refuse Removal	4,200	4,776	113.71%	631
R&M-Clubhouse	11,000	3,375	30.68%	580
R&M-Parks	500	-	0.00%	-
R&M-Pools	9,700	7,103	73.23%	973
R&M-Tennis Courts	500	-	0.00%	-
Misc-Access Control Software	500	2,971	594.20%	2,971
Misc-Contingency	8,000	2,645	33.06%	591
Total Parks and Recreation - General	57,891	34,694	59.93%	7,615

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET		TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
Common Area						
Contracts-Landscape		55,992		48,060	85.83%	14,838
R&M-Common Area		3,500		2,022	57.77%	-
R&M-Other Landscape		3,500		7,670	219.14%	 -
Total Common Area		62,992		57,752	91.68%	 14,838
TOTAL EXPENDITURES		694,419		463,615	66.76%	58,630
Excess (deficiency) of revenues						
Over (under) expenditures		94,650	1	330,007	0.00%	 (57,736)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		94,650		-	0.00%	-
TOTAL FINANCING SOURCES (USES)		94,650		-	0.00%	-
Net change in fund balance	\$	94,650	\$	330,007	0.00%	\$ (57,736)
FUND BALANCE, BEGINNING (OCT 1, 2021)		346,958		346,958		
FUND BALANCE, ENDING	\$	441,608	\$	676,965		

VillaSol CDD Balance Sheet

Community Development District

Notes to the Financial Statements

Assets

- ▶ Due from Other Funds represents amount due from assessments.
- ▶ District has one MMA. (See Cash & Investments Report for details)
- ▶ Prepaid Items represents payment for Trustee fees services 10/01/2022-02/28/2023.
- Deposit with KUA.

Liabilities

- ► Accounts Payable represents invoices received that will be paid in following month.
- ▶ Due to Other Funds represents debt service portion of assessment received, transfer completed on August 2th, 2022.

Fund Balance

▶ In the General Fund, the District has one assigned Operating Reserves.

VILLASOL

Community Development District

All Funds

Notes to the Financial Statements *July 31, 2022*

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administration</u>				
P/R Board of Supervisor	\$6,000	\$5,600	93%	Board members attend meetings as of July 2022.
ProfServ-Arbitrage Rebate	\$600	\$600	100%	Paid in full.
ProfServ-Engineering	\$27,200	\$44,888	165%	General engineering: CDD meeting:2979 Marbella and stormwater.
ProfServ-Special Assessment	\$5,150	\$5,150	100%	Paid in full.
ProfService-Trustee	\$6,410	\$6,411	100%	Paid in full.
Auditing Services	\$6,250	\$6,250	100%	Paid in full.
Miscellaneous Services	\$1,000	\$2,326	233%	Payment of Non Ad Val Parcel# 00B1 and 00B0 and monthly bank fees.
Misc-Web Hosting	\$2,150	\$2,027	94%	Website services through current month.
Annual District Filling Fee	\$175	\$175	100%	Filling fees paid in full.
<u>Gatehouse</u>				
Misc-Access Control Software	\$1,100	\$1,095	100%	Filling fees paid in full.
Road and Street Facilities				
R&M-Roads & Alleways	\$10,000	\$38,781	388%	Road maintenance, storm cleaning and plud installation.
Parks and Recreation-General				
Contracts-Security Services	\$6,663	\$6,663	100%	Paid in full.
Utility-Refuse Removal	\$4,200	\$4,776	114%	Services through current month.
Misc-Access Control Software	\$500	\$2,971	594%	Access control systems.
<u>Common Area</u> R&M-Other Landscape	\$3,500	\$7,670	219%	Tree trimming, playgroung, mulch and removed dead tree.
·				

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
REVENUES					
Interest - Investments	\$ 10	00 \$	10	10.00%	\$ 1
Special Assmnts- Tax Collector	221,58	30	221,429	99.93%	-
Special Assmnts- Discounts	(8,86	33)	(7,304)	82.41%	-
TOTAL REVENUES	212,8	17	214,135	100.62%	1
EXPENDITURES					
<u>Administration</u>					
Misc-Assessment Collection Cost	4,43	32	4,281	96.59%	
Total Administration	4,43	32	4,281	96.59%	
Debt Service					
Principal Debt Retirement A-1	115,00	00	115,000	100.00%	-
Principal Debt Retirement A-2	20,00	00	20,000	100.00%	-
Interest Expense Series A-1	53,39	95	53,395	100.00%	-
Interest Expense Series A-2	15,68	38	15,688	100.00%	
Total Debt Service	204,08	33	204,083	100.00%	
TOTAL EXPENDITURES	208,5	15	208,364	99.93%	-

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	 AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	UL-22 CTUAL
Excess (deficiency) of revenues Over (under) expenditures	- <u> </u>	4,302	 5,771	134.15%	1
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance		4,302	-	0.00%	
TOTAL FINANCING SOURCES (USES)		4,302	-	0.00%	-
Net change in fund balance	\$	4,302	\$ 5,771	0.00%	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2021)		228,340	228,340		
FUND BALANCE, ENDING	\$	232,642	\$ 234,111		

VillaSol Community Development District

Supporting Schedules

July 31, 2022

Non-Ad Valorem Special Assessments - Osceola County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2022

								Allocation by Fund			
			D	iscount /			Gross				Debt Service
Date	Ne	et Amount	(I	Penalty)	(Collection	Amount		General		Series 2018
Received	F	Received	ŀ	Amount		Cost	Received		Fund		Fund
ASSESSMENTS LEVIED FY2022							\$ 1,034,673	\$	813,093	\$	221,580
Allocation %							100%		79%		21%
11/22/21	\$	98,044	\$	4,085	\$	2,001	\$ 104,130	\$	81,830	\$	22,300
11/26/21	\$	16,142	\$	834	\$	329	\$ 17,305	\$	13,599	\$	3,706
12/08/21		681,975		28,416		13,918	724,308		569,195		155,114
12/22/21		33,934		1,267		693	35,894		28,207		7,687
01/10/22		18,977		587		387	19,951		15,678		4,273
01/10/22		7,901		244		161	8,306		6,528		1,779
02/09/22		570		18		12	599		471		128
02/10/22		5,689		116		116	5,921		4,653		1,268
03/10/22		19,202		194		392	19,788		15,550		4,238
04/08/22		31,678		23		647	32,348		25,421		6,927
04/08/22		7,550		-		154	7,704		6,054		1,650
05/09/22		16,001		(466)		327	15,862		12,465		3,397
05/09/22		1,201		(18)		25	1,207		949		259
06/08/22		12,162		(354)		248	12,056		9,474		2,582
06/17/22		28,847		(840)		589	28,595		22,471		6,124
TOTAL	\$	979,872	\$	34,106	\$	19,997	\$ 1,033,976	\$	812,541	\$	221,429
% COLLECTED		•		•		•	99.93%		99.93%		99.93%
TOTAL OUTSTANDING							\$ 698	\$	552	\$	150

Cash and Investment Report July 31, 2022

Account Name	Bank Name	Investment Type	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	SunTrust Bank	MuniNow	0.10%	\$599,100 ('1)
Money Market Account	Bank United	Money Market	0.35% _ SubTotal _	\$104,724 \$703,824
DEBT SERVICE FUND				
Series 2018 A2 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$17,938
Series 2018 A1 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$87,273
Series 2018 A1 & A2 Revenue Fund	US Bank	US Bank Money Market	0.02% _ SubTotal _	\$120,118 \$225,329
			Total _	\$929,153

^{(&#}x27;1) Transfer completed on August 8th, 2022 from checking account to Money Market.

Bank Reconciliation

Bank Account No. 1613 TRUIST (SunTrust) GF

 Statement No.
 07-2022

 Statement Date
 7/31/2022

Statement Balance	G/L Balance (LCY)	626,896.31
Outstanding Deposits	G/L Balance	0.00
	Positive Adjustments	
Subtotal	_	626,896.31
Outstanding Checks	Subtotal	27,796.21
Differences	Negative Adjustments	0.00
_	_	
Ending Balance	Ending G/L Balance	599,100.10

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
5/4/2022	Payment	DD447	Payment of Invoice 008038	124.30	0.00	124.30
6/27/2022	Payment	005266	ELIZABETH GONZALEZ	175.00	0.00	175.00
7/15/2022	Payment	005277	RAMON E. BERMUDEZ	184.70	0.00	184.70
7/20/2022	Payment	005283	DEWBERRY ENGINEERS INC	3,960.00	0.00	3,960.00
7/20/2022	Payment	005286	JOSE CHIRINOS	20.00	0.00	20.00
7/22/2022	Payment	005290	INNERSYNC STUDIO LTD	388.13	0.00	388.13
7/26/2022	Payment	005291	DEWBERRY ENGINEERS INC	2,720.00	0.00	2,720.00
7/26/2022	Payment	005292	ENVERA SYSTEMS	240.00	0.00	240.00
7/26/2022	Payment	005293	OSCEOLA COUNTY SHERIFF'S OFFICE	203.08	0.00	203.08
7/26/2022	Payment	005294	POTHOLE HEROS LLC	6,885.00	0.00	6,885.00
7/26/2022	Payment	005295	TERMINIX PROCESSING CENTER	81.00	0.00	81.00
7/28/2022	Payment	005296	DEWBERRY ENGINEERS INC	12,815.00	0.00	12,815.00
Tota	al Outstanding	Checks	27,796.21		27,796.21	

Subsection 7C
Check Register

VillaSol Community Development District

Check Register

July 31, 2022

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FU	IND - 001					
CHECK	# 005274						
001		ENVERA SYSTEMS	715968	GATE ACCESS 7/1-7/31/22	Contracts-Security Services	534037-53904	\$7,337.13
001	07/08/22	ENVERA SYSTEMS	715967	ISP PASS THRU/VIDEO MONITOR 7/1-9/30/22	Contracts-Security Services	534037-53904	\$1,665.84
						Check Total	\$9,002.97
	# 005275						
001	07/08/22	OSCEOLA NEWS GAZETTE	392257	NOTICE OF PUBLIC HEARING/FISCAL YEAR 2022/2023	Legal Advertising	548002-51301	\$134.68
						Check Total	\$134.68
	# 005280	THE HOME BEDOT	202502 2044	MAINT OURRUSS		540070 57004	0.45.45
001	07/15/22	THE HOME DEPOT	060522-9241	MAINT SUPPLIES	SUPPLIES FOR REC CENTER	546078-57201	\$45.15
						Check Total	\$45.15
	# 005281	ATLANTIC DIDE CEDVICES	22.0242.2	CTODM CLEANING 5/22/22	DOM Doods 9 Allerance	E40004 E4404	ФС 407 00
001	07/20/22	ATLANTIC PIPE SERVICES	22-0242-3	STORM CLEANING 5/22/22	R&M-Roads & Alleyways	546081-54101	\$6,187.89
						Check Total	\$6,187.89
OO1	# 005282	CHURCHILLS POOLS	30922	JULY POOL/FOUNTAIN MAINT	Contracts-Pools	534078-57201	\$644.96
001		CHURCHILLS POOLS CHURCHILLS POOLS	30922	JULY POOL/FOUNTAIN MAINT	Contracts-Fountain	534078-57201	\$044.96 \$132.30
001	01/20/22	OTIONOLIILLO I GGLG	00022	OCT TOOLT OCT THE WATER	Contracts i Curitain	Check Total	\$777.26
CHECK	# 005283					Officer Total	ψ111.20
001		DEWBERRY ENGINEERS INC	2133841	ENGG SVCS THRU MAY 2022	ProfServ-Engineering	531013-51501	\$1,370.00
001		DEWBERRY ENGINEERS INC	2133842	ENGG SVCS THRU MAY 2022	ProfServ-Engineering	531013-51501	\$2,590.00
					0 0	Check Total	\$3,960.00
CHECK	# 005285						,
001	07/20/22	INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ProfServ-Field Management	531016-53901	\$4,000.00
001	07/20/22	INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	Postage and Freight	541006-51301	\$10.07
001	07/20/22	INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	Printing and Binding	547001-51301	\$18.20
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,916.67
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ADT SECURITY	546015-57201	\$59.79
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ADT SECURITY	546015-57201	\$59.79
001 001		INFRAMARK, LLC INFRAMARK, LLC	79068 79068	JUNE 2022 MGMT FEES JUNE 2022 MGMT FEES	AMAZON PRINTER INK	549900-57201 549900-57201	\$51.60 \$74.15
001	01/20/22	INI NAIVIARR, LLC	1 3000	JUINE 2022 INIGINII FEES	FRINTER INK	Check Total	\$8.190.27
CHECK	# 005286					CHECK TOTAL	φο, 190.27
001		JOSE CHIRINOS	061022-REF	REFUND FOR POOL CARDS	Misc-Contingency	549900-57201	\$20.00
001	31120122	000E 0. MANAGO	001022 I\LI	THE GIRD I STATE OOL OF MADO		Check Total	\$20.00
						CHECK TOTAL	φ20.00

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK 001	# 005287 07/20/22	SERVUSAT, LLC	4186	ACCESS CONTROL SYSTEMS	Misc-Access Control Software	549003-57201 Check Total	\$2,971.47 \$2,971.47
001 001	# 005288 07/20/22 07/20/22		7-816-08863 7-816-08863	JULY POSTAGE TO CORRECT AMOUNT ON CHECK	Postage and Freight Postage and Freight	541006-51301 541006-51301 Check Total	\$56.52 (\$23.90) \$32.62
CHECK 001	# 005290 07/22/22	INNERSYNC STUDIO LTD	20455	WEBSITE HOSTING/COMPLIANCE SVCS	Misc-Web Hosting	549915-51301 Check Total	\$388.13 \$388.13
CHECK 001	# 005291 07/26/22	DEWBERRY ENGINEERS INC	2147731	ENGG SVCS THRU JUNE 2022 - STORMWATER	ProfServ-Engineering	531013-51501 Check Total	\$2,720.00 \$2,720.00
CHECK 001	# 005292 07/26/22	ENVERA SYSTEMS	00048890	GATE ARM REPAIRS	R&M-Gatehouse	546035-53904 Check Total	\$240.00 \$240.00
CHECK 001	# 005293 07/26/22	OSCEOLA COUNTY SHERIFF'S OFFICE	53655	SEC SVCS 7/12/22	Contracts-Sheriff	534100-57201 Check Total	\$203.08 \$203.08
001 001		POTHOLE HEROS LLC POTHOLE HEROS LLC	1328 1320	ASPHALT AND BASE REPAIRS REPAIR ASPHALT AND BASE REPAIRS	R&M-Roads & Alleyways R&M-Roads & Alleyways	546081-54101 546081-54101 Check Total	\$1,198.00 \$5,687.00 \$6,885.00
CHECK 001	# 005295 07/26/22	TERMINIX PROCESSING CENTER	422016880	JUNE PEST CONTROL SVCS	PEST CONTROL 4/5/22	546015-57201 Check Total	\$81.00 \$81.00
001 001		DEWBERRY ENGINEERS INC DEWBERRY ENGINEERS INC	2147732 2133546	ENGG SVCS THRU JUNE 2022 ENGG SVCS THRU MAY 2022	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501 Check Total	\$6,650.00 \$6,165.00 \$12,815.00
CHECK 001	# DD458 07/01/22	CHARTER COMMUNICATIONS	037311801061522 ACH	BILL PRD 6/14-7/13/22	Communication - Telephone	541003-51301 Check Total	\$124.30 \$124.30
CHECK 001	# DD459 07/04/22	CHARTER COMMUNICATIONS	068176902061822 ACH	BILL PRD 6/17-7/16/22	Communication - Telephone	541003-51301 Check Total	\$259.76 \$259.76

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK 001	# DD463 07/05/22	KUA	061622 ACH	BILL PRD 5/9-6/8/22	Utility - General	543001-53903	\$3,465.42
CHECK 001	# DD464 07/05/22	TOHO WATER AUTHORITY	060622 ACH	BILL PRD 5/5-6/6/22	Utility - General	Check Total 543001-53903	\$3,465.42 \$840.99
CHECK 001	# DD465 07/24/22	WASTE MANAGEMENT	9996819-0180-0 ACH	REFUSE REMOVAL	Utility - Refuse Removal	Check Total 543020-57201	\$840.99 \$631.09
CHECK 001	# DD470 07/15/22	CHARTER COMMUNICATIONS	077902902063022	BILL PRD 6/28-7/27/22	R&M-Gatehouse	Check Total 546035-53904	\$631.09 \$239.96
CHECK 001	# 005276	MARK A. GOSDIN	PAYROLL	July 15, 2022 Poyrall Pacting		Check Total	\$239.96 \$184.70
CHECK	# 005277			July 15, 2022 Payroll Posting		Check Total	\$184.70
001	07/15/22 # 005278	RAMON E. BERMUDEZ	PAYROLL	July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70
001	07/15/22 # 005279	SERVANDO JR COMAS	PAYROLL	July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70
001		MICHAEL J. EDGECOMBE	PAYROLL	July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70
						Fund Total	\$60,954.84

Total Checks Paid	\$60,954.84
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Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FU	IND - 001					
CHECK	# 005274						
001		ENVERA SYSTEMS	715968	GATE ACCESS 7/1-7/31/22	Contracts-Security Services	534037-53904	\$7,337.13
001	07/08/22	ENVERA SYSTEMS	715967	ISP PASS THRU/VIDEO MONITOR 7/1-9/30/22	Contracts-Security Services	534037-53904 -	\$1,665.84
						Check Total	\$9,002.97
	# 005275	OSCEOLA NEWS GAZETTE	392257	NOTICE OF PUBLIC HEARING/FISCAL YEAR 2022/2023	Logal Advartising	548002-51301	¢124 60
001	07/08/22	OSCEOLA NEWS GAZETTE	392257	NOTICE OF PUBLIC HEARING/FISCAL YEAR 2022/2023	Legal Advertising	_	\$134.68 \$134.68
OUEOK	# 005280					Check Total	\$134.68
001		THE HOME DEPOT	060522-9241	MAINT SUPPLIES	SUPPLIES FOR REC CENTER	546078-57201	\$45.15
001	01710722	THE HOME BELOT	000022 0211	NAME OF TELES	SOLVE ELECT STATES SERVICE	Check Total	\$45.15
CHECK	# 005281					Oncok Total	ψ+0.10
001		ATLANTIC PIPE SERVICES	22-0242-3	STORM CLEANING 5/22/22	R&M-Roads & Alleyways	546081-54101	\$6,187.89
					, ,	Check Total	\$6,187.89
CHECK	# 005282						. ,
001	07/20/22	CHURCHILLS POOLS	30922	JULY POOL/FOUNTAIN MAINT	Contracts-Pools	534078-57201	\$644.96
001	07/20/22	CHURCHILLS POOLS	30922	JULY POOL/FOUNTAIN MAINT	Contracts-Fountain	534023-57201	\$132.30
						Check Total	\$777.26
CHECK	# 005283						
001		DEWBERRY ENGINEERS INC	2133841	ENGG SVCS THRU MAY 2022	ProfServ-Engineering	531013-51501	\$1,370.00
001	07/20/22	DEWBERRY ENGINEERS INC	2133842	ENGG SVCS THRU MAY 2022	ProfServ-Engineering	531013-51501	\$2,590.00
						Check Total	\$3,960.00
	# 005285	INTER AMARIA I I O	70000	HINE COOK MONT FEED	5.00 5.114	504040 50004	0.4.000.00
001 001		INFRAMARK, LLC INFRAMARK, LLC	79068 79068	JUNE 2022 MGMT FEES JUNE 2022 MGMT FEES	ProfServ-Field Management Postage and Freight	531016-53901 541006-51301	\$4,000.00 \$10.07
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES JUNE 2022 MGMT FEES	Printing and Binding	547000-51301	\$10.07
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ProfServ-Mamt Consulting Serv	531027-51201	\$3.916.67
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ADT SECURITY	546015-57201	\$59.79
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	ADT SECURITY	546015-57201	\$59.79
001		INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	AMAZON	549900-57201	\$51.60
001	07/20/22	INFRAMARK, LLC	79068	JUNE 2022 MGMT FEES	PRINTER INK	549900-57201	\$74.15
						Check Total	\$8,190.27
CHECK	# 005286						
001	07/20/22	JOSE CHIRINOS	061022-REF	REFUND FOR POOL CARDS	Misc-Contingency	549900-57201	\$20.00
						Check Total	\$20.00

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK 001	# 005287 07/20/22	SERVUSAT, LLC	4186	ACCESS CONTROL SYSTEMS	Misc-Access Control Software	549003-57201 Check Total	\$2,971.47 \$2,971.47
001 001	# 005288 07/20/22 07/20/22		7-816-08863 7-816-08863	JULY POSTAGE TO CORRECT AMOUNT ON CHECK	Postage and Freight Postage and Freight	541006-51301 541006-51301 Check Total	\$56.52 (\$23.90) \$32.62
CHECK 001	# 005290 07/22/22	INNERSYNC STUDIO LTD	20455	WEBSITE HOSTING/COMPLIANCE SVCS	Misc-Web Hosting	549915-51301 Check Total	\$388.13 \$388.13
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001 001		POTHOLE HEROS LLC POTHOLE HEROS LLC	1328 1320	ASPHALT AND BASE REPAIRS REPAIR ASPHALT AND BASE REPAIRS	R&M-Roads & Alleyways R&M-Roads & Alleyways	546081-54101 546081-54101 Check Total	\$1,198.00 \$5,687.00 \$6,885.00
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001 001		DEWBERRY ENGINEERS INC DEWBERRY ENGINEERS INC	2147732 2133546	ENGG SVCS THRU JUNE 2022 ENGG SVCS THRU MAY 2022	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501 Check Total	\$6,650.00 \$6,165.00 \$12,815.00
CHECK 001	# DD458 07/01/22	CHARTER COMMUNICATIONS	037311801061522 ACH	BILL PRD 6/14-7/13/22	Communication - Telephone	541003-51301 Check Total	\$124.30 \$124.30
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CHECK 001	# DD464 07/05/22	TOHO WATER AUTHORITY	060622 ACH	BILL PRD 5/5-6/6/22	Utility - General	Check Total 543001-53903	\$3,465.42 \$840.99
CHECK 001	# DD465 07/24/22	WASTE MANAGEMENT	9996819-0180-0 ACH	REFUSE REMOVAL	Utility - Refuse Removal	Check Total 543020-57201	\$840.99 \$631.09
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CHECK 001	# 005276 07/15/22	MARK A. GOSDIN	PAYROLL	July 15, 2022 Payroll Posting		Check Total	\$239.96 \$184.70
CHECK 001	# 005277	RAMON E. BERMUDEZ		July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70
CHECK	# 005278					Check Total	\$184.70
	# 005279			July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70
001	07/15/22	MICHAEL J. EDGECOMBE	PAYROLL	July 15, 2022 Payroll Posting		Check Total	\$184.70 \$184.70 \$60,954.84
						Fund Total	\$60,9

Total Checks Paid	\$60,954.84
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Section 8

Field Operations

Subsection 8A
Field Reports





Item 1
Assigned To Exercise Systems
New seat was installed on the
chest exercise equipment.



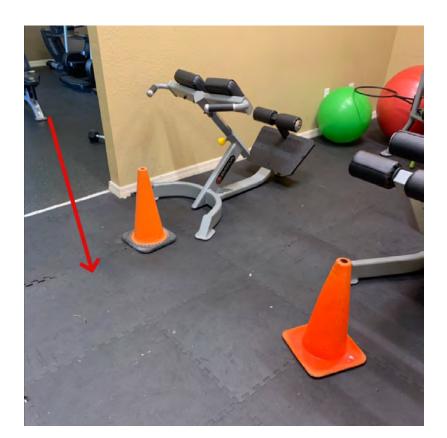
Item 2
Assigned To Exercise Systems
Legs Exercise equipment repair is completed.



Item 3
Assigned To Inframark
Few Light bulbs need replacement at the Gym.



Item 4
Assigned To Inframark
Ac vents need replacement
service at the Gym.



Item 5
Assigned To Exercise Systems
Provide warranty information of
the mat floor for the Gym



Item 6
Assigned To Inframark
Paint service to the recreation
center is 95% completed.



Item 7
Assigned To Inframark
Ladies bathroom need fan motor
replacement service asap.



Item 8
Assigned To Inframark
Provide schedule for handicap
chair cover.



Item 9
Assigned To Churchill Pool
SPA rules sign replacement is
completed.



Item 10
Assigned To Inframark
Outside Men bathroom need light
bulbs replacement service.



Item 11
Assigned To Inframark
Provides Proposal for control of wild hogs population asap.



Item 12
Assigned To Inframark
Provides Proposal for control of wild hogs population asap.



Item 13
Assigned To Brightview
Landscaping
Irrigation leak repair is comp

Irrigation leak repair is completed at the recreation center parking lot.



Item 14
Assigned To Brightview
Landscaping
Irrigation box proposal of
replacement service is I is Still pent



Item 15
Assigned To Brightview
Landscaping
The edging service is not completed at all.



Item 16
Assigned To Brightview
Landscaping
Irrigation boxes maintenance at
Puerta del Sol Blvd is not
completed at all.



Item 17 Assigned To Brightview Landscaping

Trimming service along the island at Puerta del Sol Blvd is not completed at all.



Item 18
Assigned To Brightview
Landscaping
annual flowers installation service
is completed.



Item 19 Assigned To Brightview Landscaping

Trimming service along the island at Puerta del Sol Blvd is not completed at all.



Item 20 Assigned To Brightview Landscaping

The beds at the entrance show poor cleaning service.

Field Report Follow Up

Assigned To Board Members

Item 1 cleaning service of the boat ramp is completed.

Item 2 grass damage by wild hogs is still pending.

Item 3 proposal for drain boxes installation.

Item 4 pavers repair is pending for schedule.

Item 5 erosion damage caused by clogged gutters is on schedule for repair.

Item 6 Gym equipment repair is completed.

Item 7 Rubber mats flooring is pending for approval.

Item 8,9 and 10 cleaning drain box, new spa sign and hand soap dispenser is completed.

Item 11 Irrigation leak repair is completed.

Item 12 doggie pot station repair is completed.

Item 14 manhole at 2979 Marbella drive is still pending.

Item 16 irrigation box damage is still present.

Item 17 edging service is ongoing.

Item 18,19 and 20 grass installation is completed.

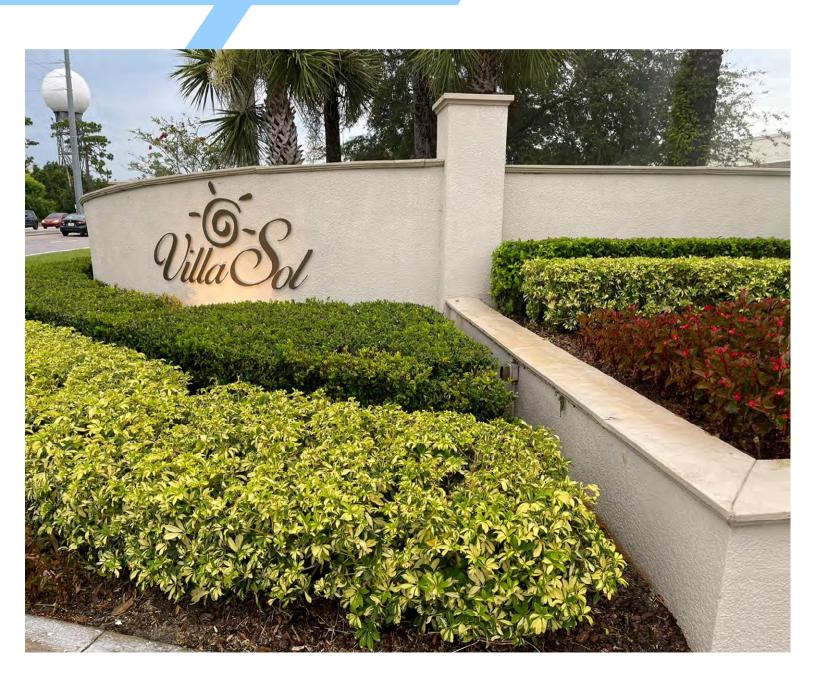
Item 21 spike installation project is 50% completed.

Freddy Blanco Field Manager

Inframark



VILLA SOL CDD Weekly Updates 08/01/2022 - 08/07/2022



All general cleaning tasks were performed at the Clubhouse; trash was picked up throughout the community.



❖ A repair was made to the Dogi Pot station and garbage can.



❖ Garbage was picked up from recreation center. And, key box code was changed.



* Removed signs, and opened the pool area.



Locks were installed in the access gates to the pool.





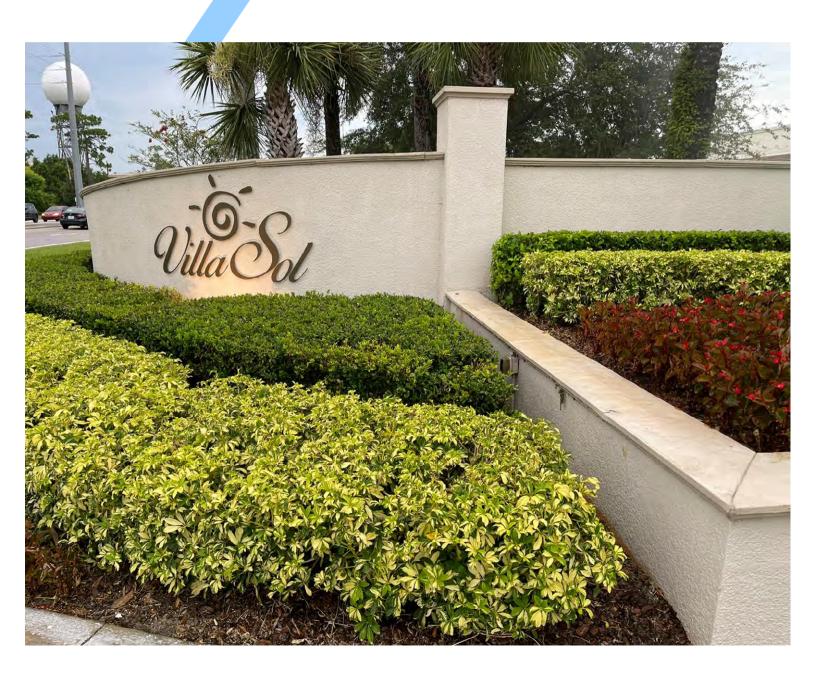
Please let us know if we missed anything that should have been included on this update.







VILLA SOL CDD Weekly Updates 08/21/2022 - 08/28/2022



❖ All general cleaning tasks were performed at the Clubhouse; trash was picked up throughout the community.



* A frame was assembled to make the concrete base for the speed reducers.



* Repaired wall that was damaged by leaking water from the air conditioning unit.



Chairs and tables were set up for HOA meeting.





❖ Rebar and concrete were added to the stop sign that was bent ,and ft was Parelifstalled.



❖ Speed bumps had a section that was folded by a vehicle and were stuck.



Please let us know if we missed anything that should have been included on this update.



AUGUST 2022 FIELD INSPECTION

Villa Sol CDD

Thursday, August 25, 2022

Prepared For Board Of Supervisors

14 Item Identified







Item 1
Assigned To Brightview Landscaping
Mowing service is completed at Via
Otero Dr.



Item 2
Assigned To Brightview Landscaping
Annual flowers installation service is
completed.



Item 3
Assigned To Brightview Landscaping
Trimming service is completed at the
front entrance.



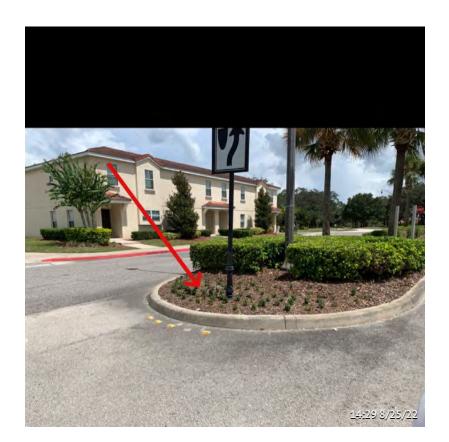
Item 4
Assigned To Brightview Landscaping
Remove weeds from the beds
located at Puerta del Sol near to
Walgreens.



Item 5
Assigned To Brightview Landscaping
Provide Proposal for repair irrigation
issue at the island located next to
the security guard house.



Item 6
Assigned To Brightview Landscaping
Mowing and edging service is
completed along Puerta del Sol Blvd.



Item 7

Assigned To Brightview Landscaping The annual flowers show a poor irrigation and consequently they are dying (irrigation issue at the island next to the security guard house).



Item 8
Assigned To Brightview Landscaping
Mowing and edging service is
completed At Siesta View Dr.



Item 9
Assigned To Brightview Landscaping
The service around the edge of the
ponds is not completed at all.



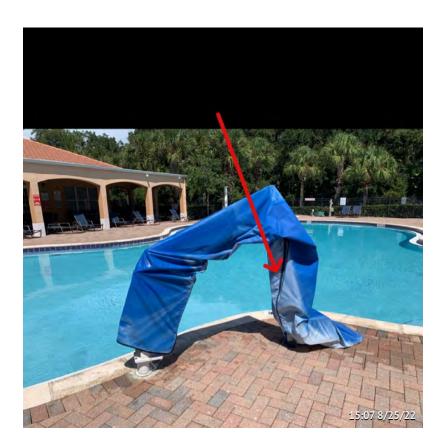
Item 10
Assigned To Inframark
Provide schedule for installation of new basketball court nets.



Item 11
Assigned To Board Of Supervisors
Wild hogs damage behind the
recreation center is visible.



Item 12
Assigned To Board Of Supervisors
Wild hogs damage at CDD property
nearby to Backyards at Sangria St. is
visible.



Assigned To Inframark

Provide schedule for handicap cover replacement service.

Field Inspection Follow Up

Assigned To Board Of Supervisors

Item 3 scheduled for replacement on Friday, September 9.

Item 4 scheduled for service on Friday, September 9.

Item 5 Exercise System scheduled for September 30 2022.

Item 7 scheduled for September 9.

Item 10 completed.

Item 11 and 12 Inframark proposal.

Item 14 irrigation box installation is pending for schedule.

Item 15, 16, 17 and 19 edging and trimming service is completed.

Item 20 weeds control service in beds is ongoing.

Subsection 8B

Brightview Irrigation Proposals



Contact

Property Name Villa Sol CDD
Property Address 2896 Boggy Creek Rd

To VillaSol CDD

Kissimmee, FL 34744 Billing Address

Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Freddy Blanco

Coral Springs, FL 33071

Project Name Irrigation Villa Sol CDD

Project Description Irrigation repairs for March Monthly Inspection

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Rainbird 1800 12" Pop-up Spray Head	\$13.29	\$13.29
11.00	EACH	Nozzle & Shrub Nut (on exist. riser) Installed- Pop-up Spray Head	\$6.00	\$66.00
3.00	EACH	Rainbird 5006"Rotor heads	\$27.59	\$82.78
6.00	EACH	Investigate zones 20,21 C-B not responding.	\$65.00	\$389.99
6.00	EACH	Rainbird 1800 6" Pop-up Spray Head	\$6.66	\$39.93
2.59	HOUR	Labor for Repair 6"spray head	\$65.00	\$168.35
0.40	HOUR	Labor for Repair 12" spray head	\$65.00	\$26.00
1.00	HOUR	Labor for Repair 6"Rotor	\$65.00	\$65.00

For internal use only

 SO#
 7763627

 JOB#
 345203017

 Service Line
 150

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes. Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 8 Additional Services Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- S. Access to Jobsite Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r lated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- 10 Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 11. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connection; with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal or or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or darmages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract. Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer landscape.

 Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a ntinimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care servines:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and Irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor prepayment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer, interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS. MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

≤ guarure	Titse	Property Manager
Freddy Blanco	Date	August 18, 2022
BrightView Landscap	e Serv	ices, Inc. "Contractor"
-greatize	Tulm	Irrigation Manager
Eric Javier Cedeno		August 18, 2022

Job #: 345203017

SO #: 7763627 Proposed Price: \$851.34



Property Name Villa Sol CDD Contact Freddy Blanco
Property Address 2896 Boggy Creek Rd To VillaSol CDD

Kissimmee, FL 34744 Billing Address Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Coral Springs, FL 33071

Project Name Irrigation Villa Sol CDD

Project Description Irrigation repairs for April Monthly Inspection

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6.00	EACH	Rainbird 1800 6" Pop-up Spray Head	\$6.66	\$39.93
1.00	EACH	Rainbird 5006"Rotor heads	\$27.59	\$27.59
1.00	EACH	Replace broken riser.	\$19.00	\$19.00
7.00	EACH	Nozzle & Shrub Nut (on exist. riser) Installed- Pop-up Spray Head	\$6.00	\$42.00
2.62	HOUR	Labor for Repair 6" spray head	\$65.00	\$170.30
0.31	HOUR	Labor for Repair 6"Rotor	\$65.00	\$20.15

For internal use only

 SO#
 7781347

 JOB#
 345203017

 Service Line
 150

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we'll as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes. Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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- 10 Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 11. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 12 Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connections with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal or or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damrages for additional work not described herein, or liable for any incidentivaccidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract. Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer inspect.

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- Waiver of Liability. Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability

Acceptance of this Contract

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NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS. MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Square	Title	Property Manager
Freddy Blanco	Date	August 18, 2022
BrightView Landscap	e Sen	rices, Inc. "Contractor"
agrantine	Tigles	Irrigation Manager
Eric Javier Cedeno	Date	August 18, 2022

Job #: 345203017

SO #: 7781347 Proposed Price: \$318.97



Contact

Property Name Villa Sol CDD
Property Address 2896 Boggy Creek Rd

To VillaSol CDD

Kissimmee, FL 34744 Billing Address

Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Freddy Blanco

Coral Springs, FL 33071

Project Name Irrigation Villa Sol CDD

Project Description Irrigation Monthly Inspection for June.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
20.00	EACH	Trouble shoot 10 zones down on site. Labor	\$65.00	\$1,300.02

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 SO#
 7816646

 JOB#
 345203017

 Service Line
 150

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes. Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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- 12. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, a controlled by or is under common control with Contractor or in connection; with assignment to arr affiliate or pursuant to a merger, sale of all or substantially all of its assets or equify securities, consolidation, change of control or comporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal or or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damrages for additional work not described herein, or liable for any incidentivaccidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract. Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer inspect.

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The following sections shall apply where Contractor provides Customer with tree care servines:

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- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arbonicultural) standards will require a signed waiver of liability

Acceptance of this Contract

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NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Square	Title	Property Manager
Freddy Blanco	Date	August 18, 2022
BrightView Landscap	e Serv	rices, Inc. "Contractor"
ingreature:	Tiples	Irrigation Manager
Eric Javier Cedeno		August 18, 2022

Job #: 345203017

SO #: 7816646 Proposed Price: \$1,300.02





Property Name Villa Sol CDD Contact
Property Address 2896 Boggy Creek Rd To

Kissimmee, FL 34744 Billing Address Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Freddy Blanco

VillaSol CDD

Coral Springs, FL 33071

Project Name Irrigation Villa Sol CDD

Project Description Irrigation Monthly Inspection for June.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	EACH	Trouble shoot zone # 4 timer D inside the tower.	\$65.00	\$195.00
3.00	EACH	Rainbird 1800 6"- Pop-up Spray Head	\$6.66	\$19.98
1.00	EACH	Rainbird 1800 12" Pop-up Spray Head	\$13.29	\$13.29
3.00	EACH	Rainbird 5006" Installed- Rotor heads	\$49.26	\$147.78
18.00	EACH	Nozzle	\$6.01	\$108.22
1.00	HOUR	Labor for Repair 6"spray head	\$65.00	\$65.00
0.69	HOUR	Labor for Repair 12"spray head	\$65.16	\$44.96

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 SO#
 7841660

 JOB#
 345203017

 Service Line
 150

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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- 11. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 12 Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connections with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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Acceptance of this Contract

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Customer

©ghature	Title	Property Manager
Freddy Blanco	Diete	August 18, 2022
BrightView Landscap	e Serv	rices, Inc. "Contractor"
gnetire	Tulm	Irrigation Manager
Eric Javier Cedeno	Elate	August 18, 2022

Job #: 345203017

SO #: 7841660 Proposed Price: \$594.23



Property Name Villa Sol CDD
Property Address 2896 Boggy Creek Rd

2896 Boggy Creek Rd To VillaSol CDD

Kissimmee, FL 34744 Billing Address Attn: Anna Golovan 210 N University Dr. -

Contact

Ste. 702

Coral Springs, FL 33071

Freddy Blanco

Project Name Irrigation Villa Sol

Project Description Irrigation replace faulty controller A

Scope of Work

(QTY	UoM/Size	Material/Description	Unit Price	Total
	1.00	EACH	Rain Bird Controller Next Generation 12 station with one 12 station module.	\$961.75	\$961.75
	1.00	EACH	New Hunter Wireless Rain sensor.	\$120.00	\$120.00
	1.00	HOUR	Labor to connect the Rain sensor	\$65.00	\$65.00
	8.67	HOUR	Labor to connect new timer	\$64.97	\$563.25

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 SO#
 7888718

 JOB#
 345203017

 Service Line
 150

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- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
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Customer

≅¢ияцие	Title	Property Manager
Freddy Blanco	Date	August 18, 2022
BrightView Landscap	e Serv	rices, Inc. "Contractor"
-greating	Tigles	Irrigation Manager
Eric Javier Cedeno	E3010	August 18, 2022

Job #: 345203017

SO #: 7888718 Proposed Price: \$1,710.00



Property Name Villa Sol CDD Contact
Property Address 2896 Boggy Creek Rd To

Kissimmee, FL 34744 Billing Address Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Freddy Blanco

VillaSol CDD

Coral Springs, FL 33071

Project Name Irrigation Villa Soll CDD

Project Description Irrigation replace faulty controller A.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	New Hunter Wireless Rain Sensor	\$120.00	\$120.00
1.00	HOUR	Labor for install Hunter Wireless Rain Sensor	\$65.00	\$65.00
1.00	EACH	Rain Bird Controller Next Generation 12 station with one 12 station module.	\$961.75	\$961.75
8.66	HOUR	Labor for Install New Timer	\$65.04	\$563.25

For internal use only

 SO#
 7888701

 JOB#
 345203017

 Service Line
 150

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
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- 6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 8 Additional Services Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- S. Access to Jobsite Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r lated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- 10 Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 11. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 12 Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connections with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal or or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damrages for additional work not described herein, or liable for any incidentivaccidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract. Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer inspect.

 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a ntinimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care servines:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and Irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arbonicultural) standards will require a signed waiver of liability

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor prepayment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer, interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS. MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

is grature	Title	Property Manager
Freddy Blanco	Date	August 18, 2022
BrightView Landscap	e Sen	rices, Inc. "Contractor"
agreetine	Tiples	Irrigation Manager
Eric Javier Cedeno		August 18, 2022

Job #: 345203017

SO #: 7888701 Proposed Price: \$1,710.00

Subsection 8C

Brightview Tree Branch Removal Proposal



Property Name Villa Sol CDD
Property Address 2896 Boggy Cree

2896 Boggy Creek Rd Kissimmee, FL 34744

To Billing Address

Contact

VillaSol CDD Attn: Anna Golovan 210 N University Dr. -

Ste. 702

Freddy Blanco

Coral Springs, FL 33071

Project Name Remove a large fallen tree branch at the open field, left side of main Blvd.

Project Description Labor, materials and disposal to remove tree branch

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Labor, materials and disposal to remove tree branch

Images

CDD 1 CDD 2





For internal use only

 SO#
 7916260

 JOB#
 345203017

 Service Line
 330

- The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits. Contractor shall maintain a Landscape. Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes. Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hall, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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- Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quided in this proposal of a the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incident/saccidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild die in defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer (mobiled).

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Customer

SO #:

7916260

Sparite		Title	Property Manager
Freddy B	lanco	Stern	September 06, 2022
BrightVie	w Landscape S	ervices,	Inc. "Contractor"
-grading		Tules	Account Manager Exterior
Sergio Libanoro		Date	September 06, 2022
Job #:	345203017		

Proposed Price:

\$397.50