

*VillaSol*  
*Community Development District*

*Agenda*

*August 17, 2023*

# AGENDA

# *Villa Sol*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

### **REVISED AGENDA**

August 10, 2023

Board of Supervisors  
Villa Sol  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Villa Sol Community Development District will be held **Thursday, August 17, 2023 at 5:00 p.m.** at **Villa Sol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, FL 34744.**

### **Call-in Information for Meeting:**

**Dial-in Number: (267) 930-4000**

**Participate Code: 575-078**

Following is the advance agenda for the regular meeting:

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment Period (*Limited to 3 Minutes*)
4. District Engineer
  - A. Presentation of Annual Report
  - B. Presentation of Stormwater Rehabilitation Analysis
  - C. Presentation of Bids for Pavement Resurfacing
5. Public Hearing
  - A. Consideration of Resolution 2023-06 Re-Setting the Date of the Public Hearing to Adopt the Fiscal Year 2024 Budget
  - B. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
  - C. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll
6. Business Matters
  - A. Approval of the Minutes of the May 9, 2023 and June 7, 2023 Meetings
  - B. Consideration of Resolution 2023-09 Designating Assistant Secretary and Assistant Treasurers of the District
  - C. Consideration of Resolution 2023-10 Re-Designating Authorized Signors of the District's Bank Account
  - D. Review of Janitorial Proposals
  - E. Consideration of Proposal from Reserve Advisors for Preparation of Reserve Study
  - F. Consideration of Replacement Roadway Signage
  - G. Consideration of Agreement with Answernet, Inc. for Automated IVR Services

- H. Approval of Fiscal Year 2024 Meeting Schedule
- I. **Discussion of Leasing Office in Clubhouse for HOA Board Use - Added**
- J. Ratification Items
  - i. Service Agreement for Lighting with Kissimmee Utility Authority (KUA)
  - ii. Chairman Expenses – Pavers, Truncated Dome and ADA Warning Pads
  - iii. Temporary License Agreement with VillaSol Residential Owners Association, Inc. for Use of Recreation Center & Pool
  - iv. Pavement Work with Matao Brick Pavers, Inc.
  - v. Temporary Access Easement with VillaSol Residential Owners Association, Inc. for Storage of Equipment
- 7. District Counsel
  - A. Memorandum Regarding Required Ethics Training and Other Legislative Updates
- 8. District Manager's Report
  - A. Action Items List
  - B. Approval of Check Register
  - C. Balance Sheet and Income Statement
  - D. Presentation of Sheriff Patrol Reports
- 9. Field Operations
  - A. Field Manager's Report
  - B. Review of Spectrum Invoices
  - C. Proposal from Blade Runners for Playground Mulch Refresh
  - D. Proposals for Depression Repair
- 10. Supervisor's Requests & Comments
- 11. Next Meeting Date – September 12, 2023 at 5:00 PM
- 12. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



Jason M. Showe  
District Manager

Cc: Kristen Trucco, District Counsel  
Peter Armans, District Engineer  
Jarret Wright, Field Manager

Enclosures



## SECTION IV

# SECTION A

**Sent Via Email: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)**

June 20, 2023

Mr. Jason Showe  
District Manager  
VillaSol Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

Subject: **District Engineers Report – 2023  
VillaSol Community Development District  
Section 9.21 of the Master Trust Indenture**

Dear Mr. Showe:

In accordance with Section 9.21 of the Master Trust Indenture for the VillaSol Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonably good repair.

We have reviewed the Operation and Maintenance budget for the Fiscal Year 2024 and believe that it is sufficient for the proper operation and maintenance of the VillaSol CDD.

In addition, and in accordance with this Section 9.21 of the Master Trust Indenture, we have reviewed the current limits of insurance coverage and we believe that this is adequate for the community.

Should you have any questions or require additional information, please contact our office at 321-354-9767.

Sincerely



Peter Armans, PE  
District Engineer  
VillaSol Community Development District

PA:ap

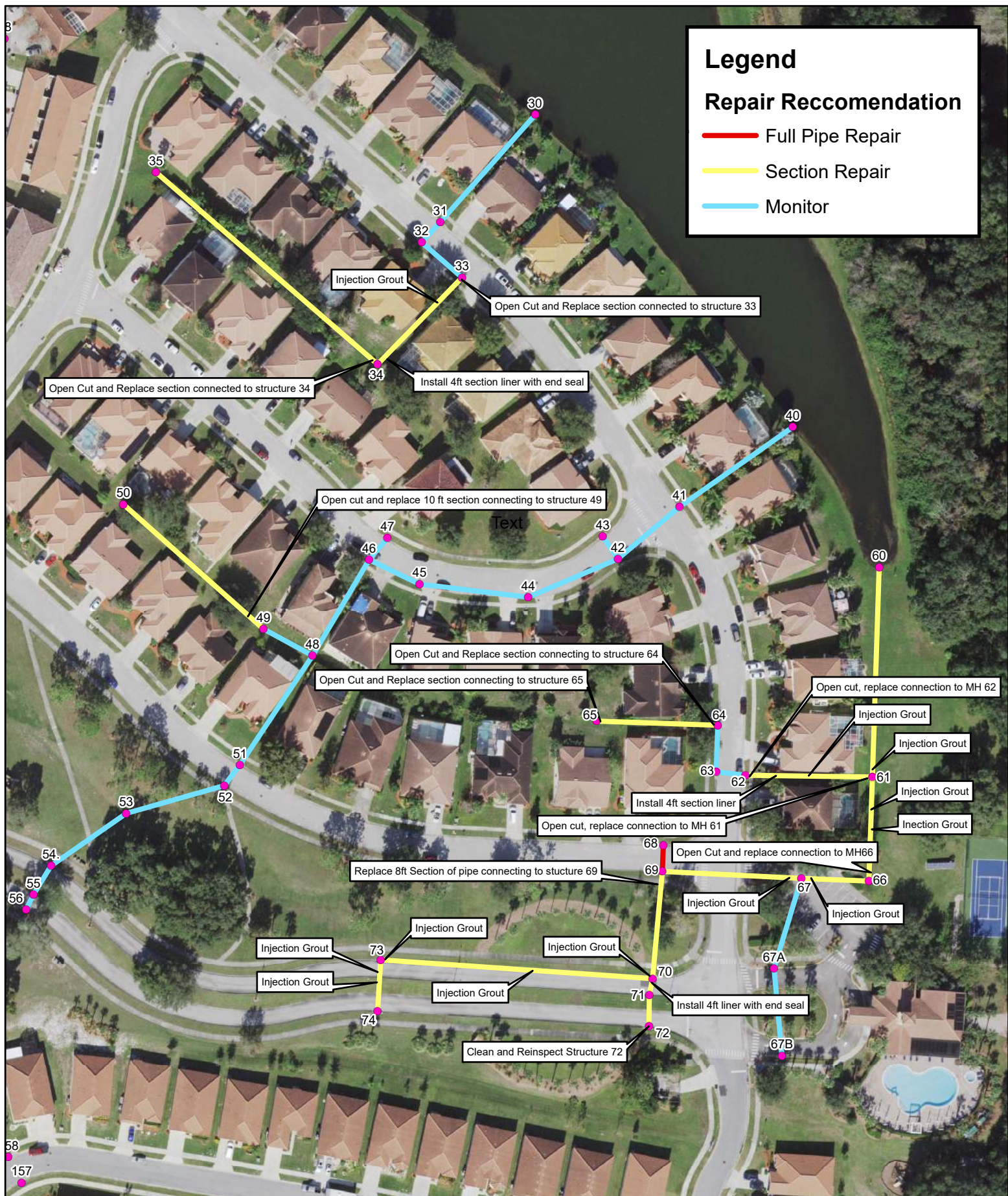
J:\VST6 Villa Sol CDD\Administrative Jobs\REPORTS\Annual Engineers Report\VillaSol CDD Annual District Engineers Report  
2023\_06-20-2023

## SECTION B



Villa Sol CDD Storm Pipe Condition Assessment (Zone 2)									
	Villa Sol - Zone 2				Condition and Recommendation				
No.	Structure		Pipe Size (in)	Pipe Type	Total Length TVd (ft)	Comments	Type of Repair	Preliminary Rehabilitation Recommendation	Estimated Repair Cost
	From	To							
1	102	103	36"	RCP	28.5	Infil Runner @ 103(box)	Section Repair	Grout runner @ MH103	\$ 2,500.00
2	103	104	30"	PE	17.2	Infil gusher @ 104(box)	Section Repair	Grout Gusher @ Southeast face of MH104	\$ 2,500.00
3	104	105	30"	PE	97.5	Infil Gusher @ 35'   Infil Runner @ 78'	Section Repair	Grout @ 38.52' & 78.10	\$ 5,000.00
4	106	105	24"	RCP	115.6	Infil @ 106(box)   Infil Runner @ 58'   Infil Runner @ 97'   Infil @ 105(box)	Section Repair	Injection Grout @ 58'. Injection Grout @ 97' and Install 4ft Liner 95' to 99' SE of MH106	\$ 9,000.00
5	107	106	24"	RCP	29	Infil @ 107(box)   Fracture Cir @ 29'(infil)	Monitor		\$ -
6	107	108	18"	PE	118.1	Infil Runner @ 14'   Infils @ 108(box)	Section Repair	Injection Grout @ 14' Northwest of MH107	\$ 2,500.00
7	109	108	18"	PE	113.9		Monitor		\$ -
8	109	110	15"	RCP	33.5	Infil Runner @ 8'   Crack Long @ 16'   Leak @ 110(box)	Section Repair	Injection grout leak in MH109, Grout Joint @ 8' and Install 4 ft section liner from 6-10' Northwest of MH109. Grout leak below yard drain in MH110	\$ 11,500.00
9	102	101	36"	PE	142.6	Infil Runner @5.3'/ @24.8'/ @43.9'/ @83.0'/ @102.5'   Infil Gusher @141.7'   Plugged @142.6'	Monitor	Pipe remains surcharged	\$ -
10	120	119	15"	RCP	30.7	Water coming from yard drain @0.0'   Crack Multiple @29.8'	Monitor		\$ -
11	119	118	18"	PE	50.4	No access to MH118 @50.4'   Leaking from mudwork around pipe @50.4'   Pipe looking oval	Monitor		\$ -
12	117	118	18"	PE	45	Infil Runner @3.1'	Section Repair	Grout @3' and install 4ft liner 1-5' Southwest of MH117	\$ 6,500.00
13	117	116	24"	RCP	25	Infil Runner @2.6'	Section Repair	Grout @2.6' and install 4ft liner .6'-4.6' Southeast of MH117	\$ 6,500.00
14	116	115	24"	PE	117.2	Infil Runner @0.0'/ @48.8'   Stress mark @59'   Infil Dripper in mudwork @117.2' x2	Section Repair	Grout Runner inside of MH116, Grout @ 48.8' Southeast of MH 116	\$ 9,000.00
15	115	114	24"	PE	108.1	Infil Dripper @68.6'   Infil Runner @88.1'   Crack Circum @104.2 (Infil Runner)   Infil Gusher @106'   Leaking in mudwork @107.9' (around pipe) x2	Section Repair	Grout @ 88.1' Southeast of MH115. Grout @ 106' and install 4ft section liner 104'-108' with end seal.	\$ 6,500.00
	114	113	30"	PE	-		Monitor		\$ -
16	123	122	18"	RCP	31.5		Monitor		\$ -
17	121	114	18"	PE	44.3	Infil Gusher @22.9'   Broken Soil Visible @42.2'/ @42.9'	Section Repair	Grout @ 22.9' Northeast of MH 121. Open cut and repalce section 5' section of pipe connecting to MH 114	\$ 8,270.20
18	122	121	18"	PE	42.2		Monitor		\$ -
19	113	112	18"	RCP	29.5	Infil Weeper @13.5'   Material Mislabeled on PDF	Monitor		\$ -
20	112	111	18"	PE	137.9	Infil Runner @27.4'   Broken Soil Visible @37.8'   Infil Runner @48.4'   Infil Runner @125.5'   Lense Foggy	Section Repair	Grout @ 37.8 ft and install 4ft section liner SE of MH112.	\$ 6,500.00
21	114	113	18"	PE	10		Monitor		\$ -
23	99	100	15"	RCP	35.2	Concrete in line @3.0'   Infil Stain @3.3'	Monitor		\$ -
24	99	97	18"	PE	112.9	Concrete Slurry in Line @104.8'   Infil Weeper @112.9'	Monitor		\$ -
25	97	96	24"	PE	118.1	Crack Multiple @115.6'   Frac Multiple & Infil Runner @118.1'	Section Repair	Open Cut and replace 5' section connecting MH96.	\$ 10,980.35
26	97	98	15"	PE	191	Looking Oval @58'   Concrete Slurry in Line @188.4'	Monitor	Remove Concrete/Slurry from pipe	\$ -
27	95	94	24"	RCP	63.7	Infil Gusher @0' (in mudwork)   Infil Weeper @15.3'   Frac Longi @22.6'   Infil Weeper @31.2'   Infil Runner @39.4'/ @63.7' (in mudwork)   Frac Circum @63.7' (in mud work)	Section Repair	Grout gusher in MH 95. Grout at 39.4' and install section liner at 37-41' Southwest of MH95. Open cut and replace section connecting to Northeast face of MH 94	\$ 12,480.35
28	95	96	24"	RCP	25.4	Infil Runner @0' (in mudwork)   Gasket Visible @14.7'   Infil Gusher @22.7'	Section Repair	Grout Runner in MH 95. Grout gusher @ 22' then install section liner 20.7-24.7' Northwest of MH95	\$ 9,000.00
29	94	93	30"	RCP	71.2	Infil Runner @63.2'   Frac Circum @71.2'	Section Repair	Grout @ 63.2' and install liner from 61-65' South of MH94. Grout crack at connection to North side of MH93	\$ 9,000.00
30	82	92	30"	PE	110.4		Monitor		\$ -
31	92	93	30"	PE	115.2	Infil Dripper @97.8'   Infil Weeper @113.2' (tare in pipe)	Monitor		\$ -
32	82	83	30"	PE	54.4	Pipe thru Pipe @2'   Infil Runner @34.7'	Section Repair	Grout at 34.7' Southwest of MH82	\$ 2,500.00
33	82	81	36"	RCP	31.3	Infil Runner @23.2'	Section Repair	Grout@ 23.2' Southeast of MH82	\$ 2,500.00
34	81	80	36"	PE	116.5	Infil Gusher @0' (bricks missing around yard drain)   Infil Runner @115.3'	Section Repair	Replace yard drain connection to MH81	\$ -
Zone 2 Total:									\$ 122,730.90
Grand Total Zones 1 and 2									\$ 234,062.93





# Villa Sol CDD, Zone 1

Figure 1.0  
Osceola County, FL  
03 July 2023



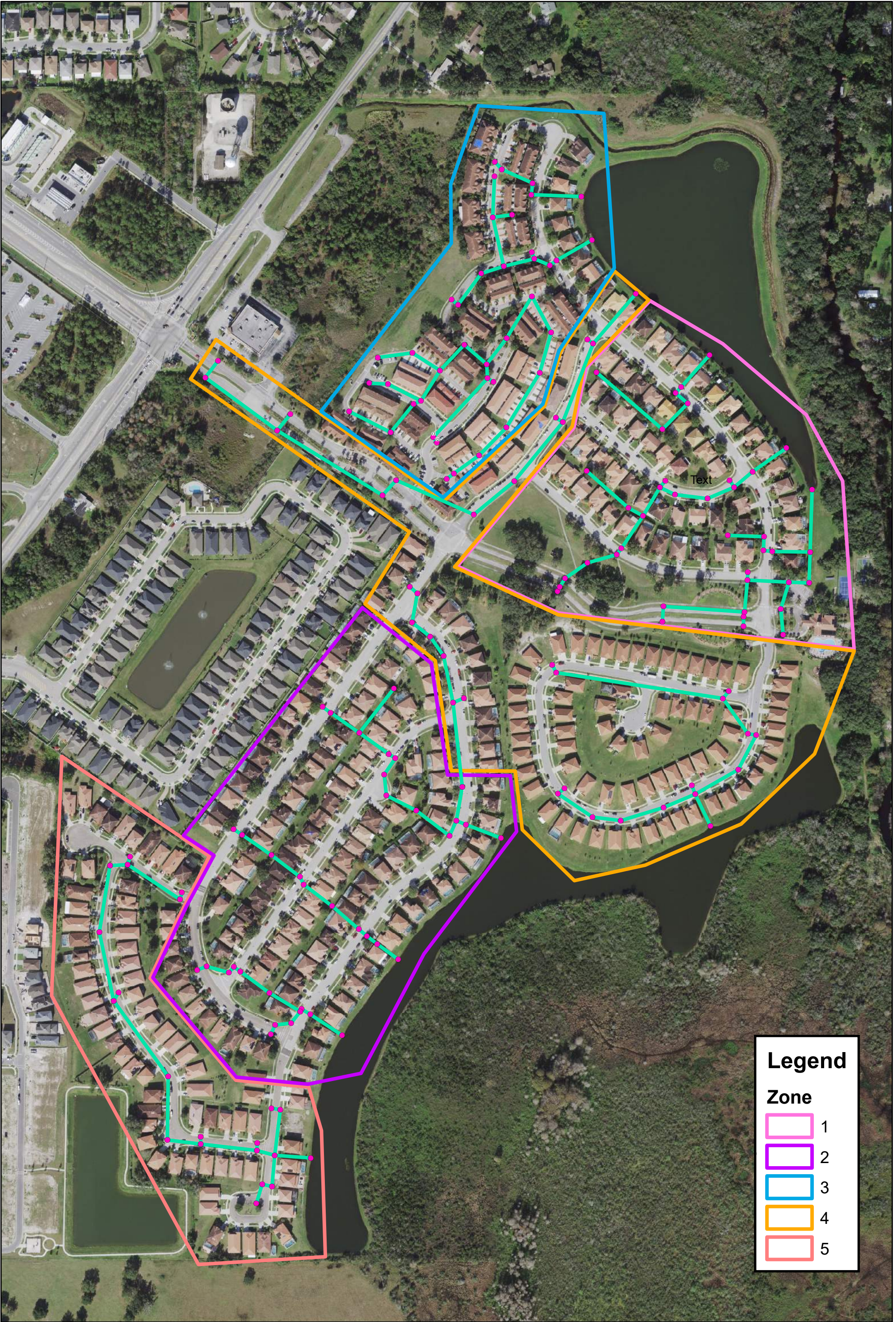
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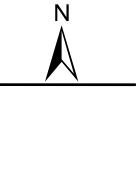






**Villa Sol CDD**

Figure 3.0  
Osceola County, FL  
03 July 2023



0 250 500 Feet





# SECTION C

**Villa Sol CDD Roadway Resurfacing Bids (Phase 1)**  
**Seal Coating and 1.25" Mill and Resurface**  
**8/10/2023**

**TABULATION OF QUANTITIES (Normalized Quantities)**

			Normalized QTY	DNE Asphalt Services		DMI Asphalt Paving & Resurfacing		Pothole Heroes		Rose Paving LLC.	
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1.00	MOBILIZATION	LS	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.00	SEAL COAT	SY	13832	\$ 2.62	\$ 36,239.84	\$ 2.08	\$ 28,770.56	\$ 1.56	\$ 21,577.92	\$ 1.57	\$ 21,717.01
3.00	1.25" MILL & RESURFACING	SY	4773	\$ 15.91	\$ 75,938.43	\$ 16.80	\$ 80,186.40	\$ 21.51	\$ 102,667.23	\$ 20.06	\$ 95,754.94
4.00	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -	\$ 11,939.00	\$ 11,939.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -
TOTAL				\$ 112,178.27		\$ 120,895.96		\$ 126,045.15		\$ 117,471.95	
										Rose Paving pricing does not include thermplastic paint	

**TABULATION OF QUANTITIES (Contractor Quantities)**

			DNE Asphalt Services			DMI Asphalt Paving & Resurfacing			Pothole Heroes			Rose Paving LLC.		
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	DNE QTY	UNIT COST	TOTAL	DMI QTY	UNIT COST	TOTAL	PH QTY	UNIT COST	TOTAL	RP QTY	UNIT COST	TOTAL
1.00	MOBILIZATION	LS	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
2.00	SEAL COAT	SY	15956	\$ 2.62	\$ 41,804.72	13832	\$ 2.08	\$ 28,770.56	14116	\$ 1.56	\$ 22,020.96	13832	\$ 1.57	\$ 21,717.01
3.00	1.25" MILL & RESURFACING	SY	5304	\$ 15.91	\$ 84,386.64	4773	\$ 16.80	\$ 80,186.40	5461	\$ 21.51	\$ 117,466.11	4773	\$ 20.06	\$ 95,754.94
4.00	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -	1	\$ 11,939.00	\$ 11,939.00	1	\$ 1,800.00	\$ 1,800.00	1	\$ -	\$ -
			TOTAL	\$ 126,191.36		TOTAL	\$ 120,895.96		TOTAL	\$ 141,287.07		TOTAL	\$ 117,471.95	
													Rose Paving pricing does not include thermplastic paint	

**TABULATION OF QUANTITIES (Average Quantities)**

			DNE Asphalt Services			DMI Asphalt Paving & Resurfacing			Pothole Heroes			Rose Paving LLC.		
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	DNE QTY	UNIT COST	TOTAL	DMI QTY	UNIT COST	TOTAL	PH QTY	UNIT COST	TOTAL	RP QTY	UNIT COST	TOTAL
1.00	MOBILIZATION	LS	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
2.00	SEAL COAT	SY	14434	\$ 2.62	\$ 37,817.08	14434	\$ 2.08	\$ 30,022.72	14434	\$ 1.56	\$ 22,517.04	14434	\$ 1.57	\$ 22,662.19
3.00	1.25" MILL & RESURFACING	SY	5078	\$ 15.91	\$ 80,787.00	5078	\$ 16.80	\$ 85,306.20	5078	\$ 21.51	\$ 109,222.40	5078	\$ 20.06	\$ 101,868.77
4.00	MAINTENANCE OF TRAFFIC	LS	1	\$ -	\$ -	1	\$ 11,939.00	\$ 11,939.00	1	\$ 1,800.00	\$ 1,800.00	1	\$ -	\$ -
			TOTAL	\$ 118,604.08		TOTAL	\$ 127,267.92		TOTAL	\$ 133,539.44		TOTAL	\$ 124,530.96	
													Rose Paving pricing does not include thermplastic paint	

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VILLA SOL CDD  
OSCEOLA COUNTY  
ROADWAY RESURFACING  
PROJECT

JUNE 23, 2023

DUE MONDAY, JULY 10<sup>TH</sup>, 2:00 PM



Dewberry Engineers Inc.  
800 N Magnolia Avenue, Suite 1000  
Orlando, Florida 32803-3251  
407.843.5120

## SIGNATURE ACKNOWLEDGEMENT

To Villa Sol Community Development District:

Date: 07/07/2023

I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer.

DNE Asphalt Services Inc

VENDOR NAME

1005 E Crisafulli Rd

MAILING ADDRESS

Merritt Island, FL 32953

CITY, STATE AND ZIP CODE

(321)6265137 office / (352)4337078 Cell

(AREA CODE) TELEPHONE NUMBER

**Villa Sol CDD, Osceola County  
Roadway Resurfacing Bid Form  
6/22/2023**

Item No.	Pay Item Description	Unit	Quantity*	Unit Cost	Total
1	Mobilization/Demobilization: 50% Paid after mobilization, 50% Paid after final completion	LS	1	0	0
2	<b>Seal Coat</b> -Clean the entire asphalt area with high powered blowers. -Treat any oil spots with primer as needed. -Apply by a self-propelled ride-on 500-gallon squeegee machine, the first coat of GemSeal PolyTar sealer by squeegee method, as per the manufacturer's specification. -After drying of the first coat, apply by spraying the second coat of GemSeal PolyTar Polymer Modified Coal Tar Sealer per the manufacturer's recommendations. - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with sealer.	SY	15,956	\$2.62/ SY	\$41,804.72
3	<b>1.25" Mill &amp; Resurfacing</b> -Lift and stockpile existing concrete car stops as applicable -Mill existing asphalt surfaces to a depth of a minimum of 1.25" -Clean entire milled surface with power street brooms -Apply SS-1h tack coat to prepared surfaces -Install 1.25" average overlay with Type S-III hot mix asphalt surface mix -Roll and compact using a 3-4 ton steel drum roller and rubber tire traffic roller. Inaccessible areas will be mechanically or hand compacted -Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. -Remove and haul away debris from site - Restore all roadway reflectors. -Protect all manhole covers, valve box covers, and other utility box covers from being covered with asphalt.	SY	5304	\$15.91/SY	\$84,386.64
4	Maintenance of Traffic Paid based on overall project completion percentage. Cones, caution tape, and signage provided. The price listed, is if flaggers are required	Day	1	0	\$1,500.00
*ITEM 4 is not calculated in the overall price(total price).					<b>Total</b>
					<b>\$126,191.36</b>
Total in Letters: One hundred twenty six thousand one hundred ninety-one dollars and 36 cents.					

\*Numbers are approximate. Contractor to perform own measurements and report actual quantities in the bid form.



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VILLA SOL CDD  
OSCEOLA COUNTY  
ROADWAY RESURFACING  
PROJECT

JUNE 23, 2023

DUE MONDAY, JULY 10<sup>TH</sup>, 2:00 PM



Dewberry Engineers Inc.  
800 N Magnolia Avenue, Suite 1000  
Orlando, Florida 32803-3251  
407.843.5120



## SIGNATURE ACKNOWLEDGEMENT

To Villa Sol Community Development District:

Date: 6/29/2023

I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer.

DMI Asphalt Paving & Sealcoating  
VENDOR NAME

477 Fairville Rd.  
MAILING ADDRESS

Orlando, FL 32808  
CITY, STATE AND ZIP CODE

407-473-7587  
(AREA CODE) TELEPHONE NUMBER

**Villa Sol CDD, Osceola County  
Roadway Resurfacing Bid Form  
6/22/2023**

Item No.	Pay Item Description	Unit	Quantity*	Unit Cost	Total
1	Mobilization/Demobilization: 50% Paid after mobilization, 50% Paid after final completion	LS	1		
2	<b>Seal Coat</b> -Clean the entire asphalt area with high powered blowers. -Treat any oil spots with primer as needed. -Apply by a self-propelled ride-on 500-gallon squeegee machine, the first coat of GemSeal PolyTar sealer by squeegee method, as per the manufacturer's specification. -After drying of the first coat, apply by spraying the second coat of GemSeal PolyTar Polymer Modified Coal Tar Sealer per the manufacturer's recommendations. - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with sealer.	SY	13832*	#2.08	#28,752.00
3	<b>1.25" Mill &amp; Resurfacing</b> -Lift and stockpile existing concrete car stops as applicable -Mill existing asphalt surfaces to a depth of a minimum of 1.25" -Clean entire milled surface with power street brooms -Apply SS-1h tack coat to prepared surfaces -Install 1.25" average overlay with Type S-III hot mix asphalt surface mix -Roll and compact using a 4-6-ton steel drum roller and rubber tire traffic roller. Inaccessible areas will be mechanically or hand compacted - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. -Remove and haul away debris from site - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with asphalt.	SY	4773*	#16.80	#80,215.00
4	Maintenance of Traffic Paid based on overall project completion percentage.	LS	1		#11,939.00
				<b>Total</b>	<b>#120,906.00</b>
Total in Letters: _____					

\*Numbers are approximate. Contractor to perform own measurements and report actual quantities in the bid form.



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VILLA SOL CDD  
OSCEOLA COUNTY  
ROADWAY RESURFACING  
PROJECT

JUNE 23, 2023

DUE MONDAY, JULY 10<sup>TH</sup>, 2:00 PM



Dewberry Engineers Inc.  
800 N Magnolia Avenue, Suite 1000  
Orlando, Florida 32803-3251  
407.843.5120

## SIGNATURE ACKNOWLEDGEMENT

To Villa Sol Community Development District:

Date: 7/10/23

I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer.

Pothole Heroes, LLC

VENDOR NAME

8408 Benjamin Rd

MAILING ADDRESS

Tampa, FL 33634

CITY, STATE AND ZIP CODE

954-636-0751

(AREA CODE) TELEPHONE NUMBER

**Villa Sol CDD, Osceola County  
Roadway Resurfacing Bid Form  
6/22/2023**

Item No.	Pay Item Description	Unit	Quantity*	Unit Cost	Total
1	Mobilization/Demobilization: 50% Paid after mobilization, 50% Paid after final completion	LS	1		
2	<b>Seal Coat</b> -Clean the entire asphalt area with high powered blowers. -Treat any oil spots with primer as needed. -Apply by a self-propelled ride-on 500-gallon squeegee machine, the first coat of GemSeal PolyTar sealer by squeegee method, as per the manufacturer's specification. -After drying of the first coat, apply by spraying the second coat of GemSeal PolyTar Polymer Modified Coal Tar Sealer per the manufacturer's recommendations. - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with sealer.	SY	13832* <u>14,116</u>	\$1.56	\$22,020.96
3	<b>1.25" Mill &amp; Resurfacing</b> -Lift and stockpile existing concrete car stops as applicable -Mill existing asphalt surfaces to a depth of a minimum of 1.25" -Clean entire milled surface with power street brooms -Apply SS-1h tack coat to prepared surfaces -Install 1.25" average overlay with Type S-III hot mix asphalt surface mix -Roll and compact using a 4-6-ton steel drum roller and rubber tire traffic roller. Inaccessible areas will be mechanically or hand compacted - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. -Remove and haul away debris from site - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with asphalt.	SY	4773* <u>5,461</u>	\$21.51	\$117,466.11
4	Maintenance of Traffic Paid based on overall project completion percentage.	LS	1	1,800.00	1,800.00
<b>Total</b>					<b>\$141,287.07</b>
Total in Letters: <u>One-Hundred Forty-One Thousand Two-Hundred Eighty-Seven &amp; Seven Cents</u>					

\*Numbers are approximate. Contractor to perform own measurements and report actual quantities in the bid form.





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VILLA SOL CDD  
OSCEOLA COUNTY  
ROADWAY RESURFACING  
PROJECT

JUNE 23, 2023

DUE MONDAY, JULY 10<sup>TH</sup>, 2:00 PM



Dewberry Engineers Inc.  
800 N Magnolia Avenue, Suite 1000  
Orlando, Florida 32803-3251  
407.843.5120



## SIGNATURE ACKNOWLEDGEMENT

To Villa Sol Community Development District:

Date: 07/10/2023

I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer.

Rose Paving

VENDOR NAME

5718 E. Columbus Dr.

MAILING ADDRESS

Tampa, FL 33619

CITY, STATE AND ZIP CODE

813-226-6686

(AREA CODE) TELEPHONE NUMBER

**Villa Sol CDD, Osceola County  
Roadway Resurfacing Bid Form  
6/22/2023**

Item No.	Pay Item Description	Unit	Quantity*	Unit Cost	Total
1	Mobilization/Demobilization: 50% Paid after mobilization, 50% Paid after final completion	LS	1	\$0.0	\$0.0
2	<b>Seal Coat</b> -Clean the entire asphalt area with high powered blowers. -Treat any oil spots with primer as needed. -Apply by a self-propelled ride-on 500-gallon squeegee machine, the first coat of GemSeal PolyTar sealer by squeegee method, as per the manufacturer's specification. -After drying of the first coat, apply by spraying the second coat of GemSeal PolyTar Polymer Modified Coal Tar Sealer per the manufacturer's recommendations. - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with sealer.	SY	13832*	\$0.17	\$21,717.01  Excludes Thermo Paint
3	<b>1.25" Mill &amp; Resurfacing</b> -Lift and stockpile existing concrete car stops as applicable -Mill existing asphalt surfaces to a depth of a minimum of 1.25" -Clean entire milled surface with power street brooms -Apply SS-1h tack coat to prepared surfaces -Install 1.25" average overlay with Type S-III hot mix asphalt surface mix -Roll and compact using a 4–6-ton steel drum roller and rubber tire traffic roller. Inaccessible areas will be mechanically or hand compacted - Restripe to existing layout using DOT-approved thermoplastic traffic paint. Thermoplastic to match what was previously existing to include: Stop Bars, Crosswalk, Speed Hump warning hash. -Remove and haul away debris from site - Restore all roadway reflectors. - Protect all manhole covers, valve box covers, and other utility box covers from being covered with asphalt.	SY	4773*	\$2.23	\$95,754.95  Excludes Thermo paint
4	Maintenance of Traffic Paid based on overall project completion percentage.	LS	1	\$0.0	\$0.0
<b>Total</b>					\$117,471.95
Total in Letters: _____					

\*Numbers are approximate. Contractor to perform own measurements and report actual quantities in the bid form.



## SECTION V

# SECTION A

## **RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTION OF THE DISTRICT MANAGER IN RE-SETTING THE DATE OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AMENDING RESOLUTION 2023-02 TO RESET THE HEARING THEREON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the VillaSol Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, on May 9, 2023, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2023-02, approving the proposed budget for Fiscal Year 2023/2024 and setting a public hearing on the proposed budget for July 11, 2023 at 5:00 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, Florida 34744; and

**WHEREAS**, because the Board was unable to meet on that previously scheduled date, the District Manager rescheduled the date of the public hearing to August 17, 2023 at the same time and location as set forth in Resolution 2023-02, and the District Manager has caused the notice of the public hearing with the new date to be published consistent with the requirements of Chapter 190, Florida Statutes; and

**WHEREAS**, the Board desires to ratify the District Manager’s action in re-setting the public hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. RATIFICATION OF PUBLIC HEARING DATE RESET.** The actions of the District manager in resetting the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2023-02 is hereby amended to reflect that the public hearing as declared in Resolution 2023-02 is re-set to August 17, 2023 at 5:00 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, Florida 34744.

**SECTION 2. RESOLUTION 2023-03 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2023-02 continue in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of August, 2023.

ATTEST:

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

## SECTION B



## **RESOLUTION 2023-07**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the VillaSol Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set August 17, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLASOL COMMUNITY DEVELOPMENT DISTRICT;**

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2023 and/or revised projections for Fiscal Year 2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for VillaSol Community Development District for the Fiscal Year Ending September 30, 2024," as adopted by the Board of Supervisors on August 17, 2023.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the VillaSol Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL CAPITAL RESERVE FUND	\$ _____
TOTAL DEBT SERVICE FUND – SERIES 2018	\$ _____
TOTAL ALL FUNDS	\$ _____

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 17<sup>th</sup> day of August, 2023.

ATTEST:

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

***VillaSol***  
***Community Development District***

***Approved Proposed Budget***  
***FY 2024***



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**VillaSol**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Approved Proposed Budget FY 2024
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**REVENUES:**

Maintenance Assessments	\$ 764,307	\$ 770,912	\$ -	\$ 770,912	\$ 764,307
Room Rentals	2,000	6,254	1,000	7,254	2,000
Interest Income	2,500	10,174	2,800	12,974	11,500
Access Cards	4,000	2,453	818	3,271	3,000
Carry Forward Balance	-	258,258	-	258,258	172,298
<b>TOTAL REVENUES</b>	<b>\$772,807</b>	<b>\$1,048,051</b>	<b>\$4,618</b>	<b>\$1,052,669</b>	<b>\$953,105</b>

**EXPENDITURES:**

**Administrative:**

Supervisor Fees/FICA Taxes	\$ 8,612	\$ 5,167	\$ 2,153	\$ 7,320	\$ 9,689
Engineering	27,200	53,390	15,000	68,390	35,000
Attorney	25,000	51,622	15,000	66,622	35,000
Annual Audit	6,250	9,000	-	9,000	9,250
Assessment Administration	5,150	5,150	-	5,150	5,000
Arbitrage Rebate	600	600	-	600	600
Dissemination Agent	1,000	-	1,000	1,000	1,000
Trustee Fees	6,410	6,411	-	6,411	6,410
Management Fees	48,410	57,071	12,250	69,321	49,000
Property Appraiser	400	268	-	268	400
Information Technology	-	300	-	300	3,000
Website Maintenance	2,150	3,667	300	3,967	4,000
Telephone	3,600	-	50	50	100
Postage & Delivery	1,600	357	119	476	1,600
Insurance General Liability	22,337	16,069	-	16,069	2,233
Printing & Binding	4,000	127	42	169	4,000
Legal Advertising	1,000	252	748	1,000	1,000
Other Current Charges	1,000	1,162	300	1,462	15,000
Office Supplies	400	1	45	46	400
Dues, Licenses & Subscriptions	175	175	-	175	175
Property Taxes	-	-	-	-	500
<b>TOTAL ADMINISTRATIVE</b>	<b>\$165,294</b>	<b>\$210,789</b>	<b>\$47,007</b>	<b>\$257,796</b>	<b>\$183,357</b>

**VillaSol**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Approved Proposed Budget FY 2024
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***Operations & Maintenance***

**Field Expenditures**

Field Management	\$ 48,000	\$ 41,573	\$ 9,573	\$ 51,147	\$ 57,440
Security Services	88,045	77,045	2,346	79,391	-
Gate Access	-	-	-	-	15,000
Electric	46,000	21,603	4,500	26,103	25,000
Water & Sewer	-	2,996	600	3,596	3,100
Landscape Maintenance	59,352	49,612	10,000	59,612	60,000
Lake Maintenance	8,034	6,764	1,500	8,264	8,040
R&M Common Area	3,500	25,590	8,530	34,121	15,000
R&M Other Landscape	10,000	3,700	5,000	8,700	15,000
R&M Gatehouse	9,000	5,603	2,480	8,083	11,400
R&M Roads & Alleyways	20,000	30,434	-	30,434	20,000
R&M Signage	863	531	-	531	1,000
R&M Pipe Inlet and Structure	183,700	93,183	93,183	186,366	142,000
Property Taxes	540	483	-	483	540
Access Control Maintenance	1,100	500	-	500	1,100
Bar Codes	2,000	-	-	-	2,000
Capital Outlay	-	31,140	-	31,140	-
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$480,134</b>	<b>\$390,758</b>	<b>\$137,712</b>	<b>\$528,471</b>	<b>\$376,620</b>

**Parks and Recreation**

Security Services	\$ 6,663	\$ 5,238	\$ 2,415	\$ 7,653	\$ 22,000
Sheriff Service	7,500	8,745	8,745	17,490	15,000
Pool Maintenance	7,740	12,932	3,106	16,038	7,740
Fountain Maintenance	1,588	1,426	750	2,176	1,588
Electric	-	12,650	2,600	15,250	12,450
Water & Sewer	-	2,144	500	2,644	2,300
Internet	-	3,800	1,500	5,300	5,400
Amenity - Refuse Removal	4,200	5,986	2,000	7,986	4,200
R&M Clubhouse	11,000	5,826	1,750	7,576	11,000
R&M Pools	9,700	1,985	1,500	3,485	9,700
R&M Parks	500	-	-	-	500
R&M Tennis Courts	500	-	-	-	500
Access Control	500	507	-	507	500
Contingency	8,000	140	7,860	8,000	250
<b>TOTAL PARKS AND RECREATION</b>	<b>\$57,891</b>	<b>\$61,378</b>	<b>\$32,726</b>	<b>\$94,104</b>	<b>\$93,128</b>

**Other Sources/(Uses)**

Transfer Out - Capital Reserve	\$-	\$-	\$-	\$-	\$(300,000)
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$(300,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$703,319</b>	<b>\$662,926</b>	<b>\$217,445</b>	<b>\$880,371</b>	<b>\$953,105</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$69,488</b>	<b>\$385,125</b>	<b>\$(212,828)</b>	<b>\$172,298</b>	<b>\$-</b>

**VillaSol**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2024**

<b>REVENUES</b>
-----------------

**Maintenance Assessments**

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

**Interest**

The District earns interest on the monthly average collected balance for each of their operating accounts.

**Room Rentals**

The District receives revenue from the rental of the Clubhouse for events.

**Access Cards**

Revenue collected for replacement access cards to the Clubhouse for replacement access bar codes/remotes/stickers to the gate.

<b>Expenditures - Administrative</b>
--------------------------------------

**Supervisors Fees**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 6 meetings.

**FICA Taxes**

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

**Attorney**

The District's Attorney, Latham, Luna, Eden & Beaudine, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

**Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

**Assessment Administration**

GMS North, LLC provides assessment services for closing lot sales, assessment roll services with Osceola Tax Collector and financial advisory services.

**Arbitrage Rebate**

The District has contracted with its independent auditors to annually calculate the arbitrage rebate liability on its bonds.



**VillaSol**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2024**

<b>Expenditures - Administrative (continued)</b>
--

**Dissemination Agent**

The bond indenture requests a special annual report on the District's development activity. The District has contracted with GMS provide these reports. The amount is based upon the contract amount.

**Trustee Fees**

The District issued this Series of 2018 Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

**Property Appraiser**

The Osceola County Board of Commissioners provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Board of Commissioners for necessary administrative costs incurred to provide this service. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The budget for Board of Commissioners costs was based on a unit price per parcel.

**Information Technology**

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – North Florida, LLC.

**Website Maintenance**

This represents cost for community website construction, maintenance and new service to allow public access.

**Communication - Telephone**

New internet and WiFi service for Office.

**Postage and Delivery**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Public Risk Insurance Agency, Inc. They specialize in providing insurance coverage to governmental agencies.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

**Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Due, Licenses & Subscriptions**

The District is required to pay an annual fee to the Department of Community Affairs for \$175.

**VillaSol**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2024**

<b>Expenditures – Field</b>
-----------------------------

<b>Field Management</b>	<b>\$57,440</b>
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The District will contract management services for the operation of the Property and its contractors.

<b>Gate Access</b>	<b>15000</b>
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Cost for the system and telephone for public access.

**Electric**

Electricity accounts with Kissimmee Utility Authority for lighting of the front entry features, fountainsirrigation clocks, and lift stations and pumps. This also includes utilities for the gatehouse facility.

	Monthly Average	\$25,000
0 Villa Sol VLITE	\$1,840	
2800 Boggy Creek Rd Pump	\$90	
2800 Boggy Creek Rd Fountain	\$52	
2800 Boggy Creek Rd Entry	\$65	
2995 Simpson Rd Guardhouse	\$138	

**Water & Sewer**

Water and Sewer accounts with TOHO for the fountain, Guardhouse and irrigation.

	Monthly Average	\$3,100
2800 Boggy Creek Road Fountain	\$15	
2995 Simpson Road Guardhouse	\$280	
2900 Siesta View Drive Irr	\$15	

<b>Landscape Maintenance</b>	<b>\$60,000</b>
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The District currently has a contract with Bright View landscape service.

<b>Lakes and Wetland</b>	<b>\$8,040</b>
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Scheduled maintenance consists of inspections and treatment of CDD lakes and ponds. Herbiciding will consist of chemical treatments. Algae control will include removal and chemical treatments.

Pond Tract 5A	\$300
Pond Tract A	\$310
Overlook	\$20
Boat Ramp	\$20
Boat Dock	\$20
Total monthly service	\$670

<b>R&amp;M-Common Area</b>	<b>\$15,000</b>
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This category is for any items related to maintenance of common areas that are not covered in the budget line items.

**VillaSol**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2024**

<b>Expenditures – Field (continued)</b>
---

<b>R&amp;M-Other Landscape</b>	\$15,000
This category is for any items related to maintenance of landscape that are not covered in all other budget line items.	
<b>R&amp;M-Gatehouse</b>	\$11,400
This category is for any items related to maintenance of the gatehouse that are not covered in other budget line items. Includes internet and voice bussines account average \$240.00 monthly.	
<b>R&amp;M-Roads &amp; Alleyways</b>	\$20,000
This category is for any item related to maintenance of the roadway systems.	
<b>R&amp;M-Signage</b>	\$1,000
Scheduled maintenance of the signage consists of cleaning and general maintenance. Unscheduled maintenance consists of minor repair and replacement, touch-up painting.	
<b>R&amp;M-Pipe Inlet &amp; Structure</b>	\$142,000
Scheduled repairs and maintenance of the storm sewer system within the single-family residential area.	
<b>Property Taxes</b>	\$540
Property taxes for parcels owned by the District.	
<b>Access Control Maintenance</b>	\$1,100
This fee includes maintenance and repairs to access software.	
<b>Bar Codes</b>	\$2,000
Gate security system requires car stickers.	

<b>Expenditures – Parks and Recreation</b>
--

<b>Security Services</b>	\$22,000
The District has a contract with MagnoSec to monitor and service the pool and surrounding deck, as well as cabana area under roof.	
<b>Sheriff Service</b>	\$15,000
The District has a contract with Osceola County Sheriff to provide additional patrol of the District roads, as needed.	
<b>Pools Maintenance</b>	\$7,740
The District currently has a contract with Churchills Group Holdings, Inc. to maintain and repair the pool.	
<b>Fountain Maintenance</b>	\$1,588
The District currently has a contract with Churchills Group Holdings, Inc.to maintain and repair the fountain.	

**VillaSol**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2024**

<b>Expenditures – Parks and Recreation (continued)</b>
--

<b>Electric</b>	\$12,450
Electricity accounts with Kissimmee Utility Authority for clubhouse.	
	Monthly Average
3050 Puerta Del Sol Clubhouse	\$1,275
 <b>Water &amp; Sewer</b>	 \$2,300
Water and Sewer accounts with TOHO for Clubhouse.	
	Monthly Average
3050 Puerta Del Sol Clubhouse	\$145
 <b>Internet</b>	 \$5,400
Internet account with Spectrum for Clubhouse.	
	Monthly Average
Spectrum Charter - Clubhouse Internet	\$135
Spectrum Charter - Clubhouse Office	\$300
TV/Internet	
 <b>Refuse Removal</b>	 \$4,200
The District is currently using Waste Management service to remove garbage.	
 <b>R&amp;M-Clubhouse</b>	 \$11,000
This line item is for any maintenance and repairs of the District's	
 <b>R&amp;M-Pool</b>	 \$9,700
This category is for any items related to maintenance of pool maintenance and repair and chemicals.	
 <b>R&amp;M-Parks</b>	 \$500
Maintenance of park areas, benches, eating areas, picnic tables, landscjpaing and trash removal	
 <b>R&amp;M-Tennis Courts</b>	 \$500
Maintenance includes repair of damaged court surface nets, cleaning and fencing.	
 <b>Access Control</b>	 \$500
This fee includes maintenance and monitoring from Servusat and Spectrum for after hours clubhouse alarm system.	
 <b>Contingency</b>	 \$250
This includes any other miscellaneous expenses incurred during the year.	

**VillaSol**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve**

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Approved Proposed Budget FY 2024
<b><u>REVENUES:</u></b>					
Interest Income	\$ -	\$ -	\$ -	\$ -	7,000
<b>TOTAL REVENUES</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$7,000</b>
<b><u>EXPENDITURES:</u></b>					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL EXPENDITURES</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
<b><u>Other Sources/(Uses)</u></b>					
Transfer in - General Fund	\$ -	\$ -	\$ -	\$ -	300,000
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$300,000</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$307,000</b>



**VillaSol**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Series 2018 A-1 and A-2**

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Approved Proposed Budget FY 2024
<b><u>REVENUES:</u></b>					
Maintenance Assessments	\$ 212,717	\$ 209,897	\$ -	\$ 209,897	\$ 212,717
Interest Income	100	416	83	499	100
<b>TOTAL REVENUES</b>	<b>\$212,817</b>	<b>\$210,313</b>	<b>\$83</b>	<b>\$210,396</b>	<b>\$212,817</b>
<b><u>EXPENDITURES:</u></b>					
<b><u>Series 2018 A-1</u></b>					
Interest - 11/1	\$ 25,476	\$ 25,476	\$ -	\$ 25,476	\$ 24,069
Interest - 11/1	7,382	7,381	-	7,381	6,919
Special Call - 11/1	-	5,000	-	5,000	-
Principal - 5/1	125,000	120,000	-	120,000	120,000
<b><u>Series 2018 A-2</u></b>					
Principal - 5/1	20,000	20,000	-	20,000	20,000
Interest - 5/1	25,476	25,419	-	25,419	24,069
Interest - 5/1	7,382	7,381	-	7,381	6,919
<b>TOTAL EXPENDITURES</b>	<b>\$210,714</b>	<b>\$210,658</b>	<b>\$-</b>	<b>\$210,658</b>	<b>\$201,976</b>
<b>TOTAL EXPENDITURES</b>	<b>\$210,714</b>	<b>\$210,658</b>	<b>\$-</b>	<b>\$210,658</b>	<b>\$201,976</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$2,103</b>	<b>\$(345)</b>	<b>\$83</b>	<b>\$(261)</b>	<b>\$10,841</b>

**VillaSol**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2018 A-1**

Period	Outstanding Balance	Rate	Principal	Interest	Annual Debt Service
11/01/23	\$1,570,000	2.250%		\$24,069	
05/01/24	1,570,000	2.400%	120,000	24,069	168,139
11/01/24	1,450,000	2.400%		22,629	
05/01/25	1,450,000	2.500%	125,000	22,629	170,259
11/01/25	1,325,000	2.500%		21,067	
05/01/26	1,325,000	2.625%	130,000	21,067	172,134
11/01/26	1,195,000	2.625%		19,361	
05/01/27	1,195,000	2.875%	135,000	19,361	173,721
11/01/27	1,060,000	2.875%		17,420	
05/01/28	1,060,000	3.000%	135,000	17,420	169,840
11/01/28	925,000	3.000%		15,395	
05/01/29	925,000	3.250%	140,000	15,395	170,790
11/01/29	785,000	3.250%		13,120	
05/01/30	785,000	3.250%	150,000	13,120	176,240
11/01/30	635,000	3.250%		10,683	
05/01/31	635,000	3.250%	150,000	10,683	171,365
11/01/31	485,000	3.400%		8,245	
05/01/32	485,000	3.400%	155,000	8,245	171,490
11/01/32	330,000	3.400%		5,610	
05/01/33	330,000	3.400%	165,000	5,610	176,220
11/01/33	165,000	3.400%		2,805	
05/01/34	165,000	3.400%	165,000	2,805	170,610
<b>TOTAL</b>			<b>\$1,570,000</b>	<b>\$320,808</b>	<b>\$1,890,808</b>

**VillaSol**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2018 A-2**

Period	Outstanding Balance	Rate	Principal	Interest	Annual Debt Service
11/01/23	\$285,000	4.625%		\$6,919	
05/01/24	285,000	4.625%	20,000	6,919	33,838
11/01/24	265,000	4.625%		6,456	
05/01/25	265,000	4.625%	20,000	6,456	32,913
11/01/25	245,000	4.625%		5,994	
05/01/26	245,000	4.625%	20,000	5,994	31,988
11/01/26	225,000	4.625%		5,531	
05/01/27	225,000	4.625%	25,000	5,531	36,063
11/01/27	200,000	4.625%		4,953	
05/01/28	200,000	4.625%	25,000	4,953	34,906
11/01/28	175,000	4.625%		4,375	
05/01/29	175,000	5.000%	25,000	4,375	33,750
11/01/29	150,000	5.000%		3,750	
05/01/30	150,000	5.000%	25,000	3,750	32,500
11/01/30	125,000	5.000%		3,125	
05/01/31	125,000	5.000%	30,000	3,125	36,250
11/01/31	95,000	5.000%		2,375	
05/01/32	95,000	5.000%	30,000	2,375	34,750
11/01/32	65,000	5.000%		1,625	
05/01/33	65,000	5.000%	30,000	1,625	33,250
11/01/33	35,000	5.000%		875	
05/01/34	35,000	5.000%	35,000	875	36,750
<b>TOTAL</b>			<b>\$285,000</b>	<b>\$91,956</b>	<b>\$376,956</b>

**VillaSol**  
**Community Development District**  
**Non-Ad Valorem Assessments Comparison**  
**2024-2023**

Neighborhood	O&M Units	Bonds Units	Prepaid Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
				FY 2024	FY 2023	Variance	FY 2024	FY 2023	Variance	FY 2024	FY 2023	Variance
Townhomes	138	138	0	\$ 1,217.48	\$ 1,217.48	\$ -	\$ 398.15	\$ 398.15	\$ -	\$ 1,615.63	\$ 1,615.63	\$ -
Single Family	278	278	0	\$ 1,817.13	\$ 1,817.13	\$ -	\$ 573.08	\$ 573.08	\$ -	\$ 2,390.21	\$ 2,390.21	\$ -
Single Family- New Debt	77	73	4	\$ 1,817.13	\$ 1,817.13	\$ -	\$ 100.24	\$ 100.24	\$ -	\$ 1,917.37	\$ 1,917.37	\$ -
Total	493	489	4									

Gross Assessments	\$ 813,093.39	\$ 813,093.39	\$ -	\$ 221,578.46	\$ 221,578.46	\$ -	\$ 1,034,671.85	\$ 1,034,671.85	\$ -
Less: Discount	32,523.74	32,523.74	\$ -	8,863.14	8,863.14	\$ -	41,386.87	41,386.87	\$ -
Less: Commission fees	16,261.87	16,261.87	\$ -	4,431.57	4,431.57	\$ -	20,693.44	20,693.44	\$ -
Net Assessments	\$ 764,307.79	\$ 764,307.79	\$ -	\$ 208,283.75	\$ 208,283.75	\$ -	\$ 972,591.54	\$ 972,591.54	\$ -

# SECTION C



## **RESOLUTION 2023-08**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the VillaSol Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Osceola County, Florida (the “County”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2023-2024 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2023-2024; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, the District has previously levied an assessment for debt service, a portion of which the District desires to collect on the tax roll for platted lots, pursuant to the Uniform Method (defined below) and which is also indicated on Exhibit “A”, and the remaining portion of which the District desires to levy and directly collect on the remaining unplatted lands; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

**WHEREAS**, the District has previously evidenced its intention to utilize this Uniform Method and has approved an Agreement with the County Tax Collector to provide for the collection of the special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to collect special assessments for operations and maintenance on platted lots using the Uniform Method and to directly collect from the remaining unplatted property reflecting their portion of the District's operations and maintenance expenses, as set forth in the budget; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the VillaSol Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method and to directly collect the remaining portion on the unplatted property; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend, from time to time, the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.

**SECTION 2. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

**SECTION 3. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 4. COLLECTION.** The collection of the previously levied debt service assessments and operation and maintenance special assessments on platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The previously levied debt services assessments and operations and maintenance assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due according to the following schedule: 50% due no later than November 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in

accordance with the schedule stated above, such assessment and any future scheduled assessment payments due for Fiscal Year 2024 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event as assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments. Notwithstanding the foregoing, any assessments which, by operation of law or otherwise, have been accelerated for non-payment, are not certified by this Resolution.

**SECTION 5. CERTIFICATION OF ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the VillaSol Community Development District.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the VillaSol Community Development District.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of August, 2023.

ATTEST:

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

## SECTION VI

# SECTION A



## **MINUTES OF SPECIAL MEETING VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaSol Community Development District was held Friday May 9, 2023, at 10:00 a.m. at VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, FL 34744.

Present and constituting a quorum were:

Herman Perez	Chairman
Mario Cordova <i>(by phone)</i>	Vice Chairman
Corey Gagnon	Assistant Secretary
Servando Comas	Assistant Secretary
Michael Edgecombe	Assistant Secretary

Also participating were:

Gabriel Mena	District Manager
Angel Montagna	Regional Manager
Scott Clark	District Counsel
Peter Armans	District Engineer
Freddy Blanco	Field Manager
Kristen Trucco	Latham Luna

### **FIRST ORDER OF BUSINESS**

#### **Call to Order and Roll Call**

Mr. Mena called the meeting to order at 10:00 a.m.

Mr. Mena called the roll and indicated a quorum was present for the meeting.

### **SECOND ORDER OF BUSINESS**

#### **Pledge of Allegiance**

*The Pledge of Allegiance was recited.*

### **THIRD ORDER OF BUSINESS**

#### **Discussion Items**

#### **A. Review of Requests for Proposals for District Management**

Mr. Mena suggested each company be limited to 20 minutes each for their presentations.

##### **i. Governmental Management Services**

A representative for Governmental Management Services (GMS) provided information regarding their operations, company, and services they provide. It was stated they manage 250 Districts. Another representative provided information regarding their office locations, operation, and staff.

Discussion ensued regarding the management transition on June 1. Mr. Perez asked if GMS offered anything weekly that is covered in the agreement or is it an extra cost. It was stated GMS offers maintenance contracts.

Mr. Perez asked if the field manager included things like fire extinguishers, a/c filters and if it was an additional cost or included. It was stated that they are included. GMS stated their priority is the budget.

Mr. Comas asked if GMS has ever transitioned from Inframark. It was stated that GMS has made over 80 transitions from Inframark.

Mr. Comas asked if there was going to be any issues transitioning records by June 1. GMS stated anything requiring a permit, or licensed individual would be subcontracted out.

Mr. Cordova stated his main concern is the work getting done appropriately.

Mr. Cordova asked if GMS keeps Maintenance records. GMS stated they do keep those records internally but would be able to provide at request.

## **ii. PFM Group Consulting, LLC**

A representative for PFM Group Consulting, LLC provided information regarding their operations, company, and services they provide. It was stated that PFM meets with the vendors to start off with and inspects the District monthly. A discussion ensued regarding work orders. It was stated that insurance and licenses are put into the system prior to any work being done.

Mr. Perez asked about the monthly maintenance fee. It was stated this fee is for the website and the fees are kept separate from the management fees.

Mr. Perez asked if the field manager included things like fire extinguishers, a/c filters and if it was an additional cost or included. PFM stated that is included in the costs and there will be work orders done. A discussion ensued regarding banking and what options are given to the District.

Discussion ensued regarding risks involved with the transition from Inframark and during the budget season.

Discussion ensued regarding the reserve study. It was stated that the District does not have a reserve study.

Mr. Comas asked if PFM has ever transitioned from Inframark. It was stated that they have not.

## **FOURTH ORDER OF BUSINESS**

### **Open Supervisor Discussion**

Mr. Mena provided two options for transitioning a new company in budget season. Mr. Mena stated a special meeting or set the budget high and then can be reduced as a suggestion. A discussion ensued regarding tax exempt bonds and refinancing current bonds.

Discussion ensued regarding GMS and PFM management services. Mr. Cordova stated he was concerned that PFM has a different company doing their field work and they are located in Leesburg.

**FIFTH ORDER OF BUSINESS**

**Audience Comments**

A Resident stated he likes GMS however he liked that PFM pointed out that some things can be fixed and their concerns with being involved in the budget. He also stated that some Residents might be concerned if the Board chooses to raise the budget and provide an explanation as to why.

Mr. Mena provided an explanation of the reserve study.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Meeting adjourned at 11:46 a.m.
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Gabriel Mena, Secretary

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Chairman

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (1990–1999) and the number of people in the private sector has increased by 1.7 million (1990–1999).

There is a growing emphasis on the need to improve the quality of care in the public sector. The Department of Health (1999) has set out a number of key objectives for the public sector, including the need to improve the quality of care, to reduce waiting times, and to improve the efficiency of the system.

The Department of Health (1999) has also set out a number of key objectives for the private sector, including the need to improve the quality of care, to reduce waiting times, and to improve the efficiency of the system.

The Department of Health (1999) has also set out a number of key objectives for the voluntary sector, including the need to improve the quality of care, to reduce waiting times, and to improve the efficiency of the system.

The Department of Health (1999) has also set out a number of key objectives for the independent sector, including the need to improve the quality of care, to reduce waiting times, and to improve the efficiency of the system.

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**MINUTES OF MEETING  
VILLASOL  
COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of the Board of Supervisors of the VillaSol Community Development District was held on Wednesday, June 7, 2023 at 5:00 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Herman Perez	Chairman
Mario Cordova	Vice Chairperson
Corey Gagnon	Assistant Secretary
Servando Comas	Assistant Secretary
Michael Edgecombe <i>by phone</i>	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jarett Wright	Field Manager
Kristen Trucco	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Showe called the meeting to order at 5:00 p.m. Four Board members were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Audience Comments on Agenda Items  
(Limited to 3 Minutes)**

Mr. Showe stated that this was the time for audience members to make any public comments.

Audience member commented on a problem with following the rules of the community and security issues with the gates, loud music, vandalism, smoking in the pool area, and kids with soccer balls in the pool area. A request was made for all signs on rules and regulations to be in English and Spanish.

Another member asked about gate process issues and vandalism.



Various members of the audience comments included concern with security, safety, and patrol services.

The Board had a question on the Stormwater repair. An explanation was given on the scope of services. The costs and specifics were clarified. Other proposals will be provided. Discussion ensued on pavers, gate opening and closing, and IT issues, public access, vendor access through the gate, codes for gate, payments to company and deposits,

#### **FOURTH ORDER OF BUSINESS**

#### **District Engineer**

##### **A. Consideration of Work Authorization Number 2023-1 for Preparation of Annual Engineer's Report 2023**

Mr. Showe presented work authorization #2023-1 for the Annual Engineer's Report for 2023. He described the specifics of the scope of work and costs. He noted these are an annual requirement as a part of the bonds. There was a proposed fee of \$4,500. He asked the Board for any questions. The Board asked a question about the requirement and costs.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, Work Authorization #2023-1 for Preparation of Annual Engineer's Report 2023, was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Business Matters**

##### **A. Review of Draft Revised FY2024 Proposed Budget**

Mr. Showe reviewed the revised FY2024 proposed budget. He noted there was a copy provided to the Board. He reviewed the revisions and the changes made since GMS began its work with the District. Some concerns were voiced on incoming invoices, the transition, and previous management company practices. Specific changes were discussed. Ms. Trucco explained the process of the budgeting proposals. Questions were asked about engineering and the Board was concerned about the projected costs of \$30,000.

Other discussion topics were on raising the projected attorney fees, adjustment of other line items, contracts, scheduling of meetings, notices and advertising, field engineering, security services, gate repair, pool services, and the control system. Mr. Showe noted the proposed budget would be adopted in July. He added they may have some changes based on the transition of the last 3 months. A question was asked about what is included in the miscellaneous line item. Mr. Showe noted this would include minor repairs, supplies, and other items. Reserves, transfers and capital projects were also discussed.

Mr. Showe covered the records received from the previous management to include boxes of physical records, electronic documents, and reorganizing of what has been received. He noted they are waiting on access to vendor contracts. He added scheduling of items and requests.

**B. Discussion of Off Duty Patrols**

**C. Discussion of Amenity Center Staffing**

Mr. Showe reviewed the off-duty patrols to include the contract, hours, and the on-site advantage of patrols. Discussion ensued on specific duties and the pool attendants, fees, additional security, rules and regulations, special events rental policies, alcohol usage, and amenities.

Mr. Showe asked if there was a motion for a prior authorization to continue the service. The Board further discussed the schedule, how many times per week, costs, and pursuing other proposals. Ms. Trucco explained other legal issues around the topic. Further discussion ensued around budgeting. Board consensus was to continue but reduce as soon as possible to two days per week.

**SIXTH ORDER OF BUSINESS**

**District Counsel**

**A. Memorandum Regarding Legal Issues Related to the Internet & Overview of the Public Records Law and Sunshine Law**

Ms. Trucco reviewed the legal issues related to the internet. She reviewed the Sunshine Laws for all Board members in attendance. She noted she would forward all documents relating to these to the Board members.

A Board member asked about the concerns of someone recording the meeting. Ms. Trucco stated this would be public record and explained other legal issues around recording of the meeting. Another question was asked about video recordings of the meetings and cost of storage space to the CDD. Mr. Showe added there is a Florida statute on the limitation of time on storage of records.

Discussion ensued on video recordings, difficulty with hearing the recordings, equipment for better understanding of the recordings, maintaining records, and other issues with recording and who owns the copies of the meetings. Ms. Trucco stated the recordings and notes are on file.

**B. Discussion of Parking/Towing Rules**

Ms. Trucco stated she was reviewing the parking and towing rules and renewing what was in place. She explained the legal issues regarding the statute on this issue. She added other

related concerns and exploring what other CDDs are doing. She noted that permit parking was permissible and discussed towing companies and signage for moving forward.

Mr. Showe noted a motion was needed to resume the towing and the rules would be sent out in a notice to the community. The Board was concerned about the current towing company and the difference in another company's coverage. This motion was made to begin July 1<sup>st</sup>. The Board asked a question on when a vehicle is towed where they are picked up. Ms. Trucco will send the statutes to the Board. Further discussion ensued on the protocol of this process, the public hearing, public comment, review and changes to the policies.

On MOTION by Mr. Gagnon, seconded by Mr. Perez, with all in favor, to Reinstate Towing Rules as of July 1<sup>st</sup>, Providing the Clearance of Counsel, was approved.

## **SEVENTH ORDER OF BUSINESS**

### **District Manager's Report**

#### **A. Update on Records Transition**

Mr. Showe stated the records process is in transition. He explained what had occurred to this point. The Board asked to provide a number from 1-10 as to how far along the transition process was at this point. Mr. Showe replied in regard to the time frame we are further along than normal. He noted they are still missing some items. Ms. Trucco added comments regarding legal process. He was again asked for a number of 1-10. Board member stated by the end of next week if everything was received would GMS be ready with finals by July 1<sup>st</sup>. Mr. Showe added updated financials will need to be added to our system. Electronic records are a big part of making financial determinations.

#### **B. Presentation of Sheriff Reports**

Mr. Showe stated the sheriff's reports have been presented to the Board and going forward as they are received; they will be forwarded.

#### **C. Action Items List**

- i. Spa Repair Proposals**
- ii. Camera System Repair Proposals**

Mr. Showe stated since they have started the action items are in process including the gate system, issues with papers, recreation center air conditioning repair, camera access, and proposals for options. He covered several action items that were in process. He reviewed the proposal with 2 options for the camera system. He recommended the 2<sup>nd</sup> option. He added he did

not have access to the cameras. Discussion ensued on the process of installation of the cameras, pricing, and other issues and concerns. It was asked if any Board members have access to the cameras. Further discussion ensued on the control system and that is was no working, safety of the system, the old system, and the need for a new system.

Action list items were reviewed to include gym equipment, entrance and landscaping, roads, and front gate installation.

**D. Registered Voters – 848**

Mr. Showe stated there were 848 residents residing in the District.

**E. Form 1 Filing Deadline Reminder**

Mr. Showe reminded Board members on the Form 1 Deadline from the Supervisors of Elections. They are required to be turned in by July 1<sup>st</sup>.

**F. Room Reservation**

Mr. Showe noted that the HOA would like to reserve the room on July 22<sup>nd</sup>. Comments were made on requirements of lease and concern with legal possibilities. Ms. Trucco added a special events policy is needed for these events. She added a waiver should be drafted to include a statement that the HOA would indemnify the CDD for any damage caused by anyone that is attending the event or as a result of the event and will hold the CDD harmless for any liability. She noted this could be completed by her office. It was asked if the HOA should submit any evidence of insurance.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with Mr. Perez, Mr. Gagnon, Ms. Cordova and Mr. Edgecombe in favor and Mr. Comas opposed, to Direct Staff to Work with a Board Member for the Special Event to Work with Counsel to Draft a Waiver, was approved 4-1.
---

**G. Next Meeting Time Confirmation**

Mr. Showe stated they wanted to clarify the times for the next meeting for correct advertising. He noted the current advertised time is for 1:00 p.m. The cost and notice time were discussed. Discussion ensued on what would be the best way to save money for the time/notice, it was a budget meeting and a public hearing. It was noted a change in time would require a notice and the process for publication and notifications.

After discussion it was decided to verify the time that was published and use that as the meeting time. The Board will be notified.

## **EIGHTH ORDER OF BUSINESS**

### **Field Operations**

#### **A. Field Report**

Mr. Wright reviewed the Field Manager's Report to include landscape enhancements needed around the amenity center, palm trimming, need for pressure washing the basketball courts, repair drainage issue, recommendation of high fencing with keycard access, repainting, doggie station replacement, street signage replacement, overlook and park cleanup, paver repair, boat ramp repair, gym equipment repair, clubhouse repairs, pool signs ordered, dome mats, pool deck and pergola pressure washing, and front entrance sign.

He noted many of these issues are needed for compliance. Questions and comments were made about playground mulch and rusting, sidewalk molding, pricing of maintenance issues, outdated signage,

Ms. Trucco discussed safety concerns and liability on some of the issues and repairs discussed by Mr. Wright.

Mr. Wright gave recommendations for paver repair, elevation, and will get proposals, costs and options. Further options were discussed with companies and pricing. Ms. Trucco discussed previous Board decisions and option, inspections, warranties and other issues.

Mr. Wright explained the recommendation for specifics of the system and what was included. He added this is a top-of-the-line system. Proposals and pricing were discussed. Discussion ensued on specifics of the projects. Other proposed projects, specifics, and options and inspections were discussed.

#### **i. Tonal Quotation**

Mr. Wright presented the tonal quotes and explained the specifics. Discussion ensued on disposal process, other proposal options, liabilities, usage, pricing, other fees, timelines, and budget.

On MOTION by Ms. Cordova, seconded by Mr. Gagnon, with all in favor, Not to Exceed \$2,500 per month for Field Management Services, was approved.

Question was asked about the action item list as to which were compliance, which were priority, which one is safety, or are they separated. Mr. Wright noted he is still building the list since the takeover and figure out the checklist items.

**NINTH ORDER OF BUSINESS****Supervisor's Requests & Comments**

Mr. Showe asked for Supervisor's request. A comment was made on the Sentinel and the pricing. Other comments were made on the transition process. Other comments were made on sodding, building quotes, reserve study, roofing for clubhouse,

Ms. Trucco made comments on requirement for a 4-hour ethics training for Board members as of January 1<sup>st</sup>. Options for training was discussed.

It was asked if the commercial washer worked.

**TENTH ORDER OF BUSINESS****Next Meeting Date – July 11, 2023 at 1:00 PM**

Mr. Showe stated the next meeting date will be on July 11, 2023 at 1:00 p.m.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Mr. Cordova, seconded by Mr. Cagnon, with all in favor, the meeting was adjourned.

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman



## SECTION B

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF VILLASOL  
COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE  
APPOINTMENT OF AN ASSISTANT SECRETARY OF THE DISTRICT;  
AND APPOINTMENT OF ASSISTANT TREASURERS OF THE  
DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, VillaSol Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Osceola County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Secretary; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint Assistant Treasurers.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF VILLASOL COMMUNITY DEVELOPMENT  
DISTRICT:**

**SECTION 1.** Rich Hans is appointed Assistant Secretary.

**SECTION 2.** Darrin Mossing, Sr. is appointed Assistant Treasurer.

**SECTION 3.** Patti Powers is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17th day of August, 2023.

ATTEST:

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

# SECTION C

**RESOLUTION 2023-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF VILLASOL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, VillaSol Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Osceola County, Florida; and

**WHEREAS**, the District's Board of Supervisors desires to designate the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLASOL COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

**SECTION 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 17th day of August, 2023.

ATTEST:

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

## SECTION D

# Customized Service Plan and Proposal

Prepared for:

**Villa Sol CDD**

By:  
Jesse Neyer

Date:  
August 7, 2023



[coverall.com](https://coverall.com)

Proposal Page 1

Proposal Date: 8/7/2023 | Initials: \_\_\_\_\_ / \_\_\_\_\_  
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August 7, 2023

Villa Sol CDD  
Jarett Wright  
3050 Puerta Del Sol Blvd  
KISSIMMEE, FL 34744  
US

Dear Jarett,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

Jesse Neyer

Jesse.Neyer@Coverall.com



# Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

**Company:** Villa Sol CDD  
**Phone:** (407) 841-5524  
**Contact:** Jarett Wright  
**Email:** jwright@gmscfl.com  
**Address where service will be performed:** 3050 Puerta Del Sol Blvd  
KISSIMMEE, FL 34744  
US  
**Frequency of Regular Service:** 5x per week  
**Total Cleanable Area:** 3,183 square feet

---

## Areas to be Serviced:

- Cardio Areas
  - Kitchen Areas
  - Offices
  - Fitness Center
  - Lounges
  - Outdoor Pool Area Trash Cans
  - Free Weight Areas
  - Meeting Room
  - Restrooms
- 

## Exclude:



## Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

### Dusting And Disinfecting

INCLUDED TASKS	FREQUENCY
<b>Damp Wipe and Disinfect Community Surfaces - Detail Clean</b> Thoroughly dust and clean accessible community area fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills.	5x per week
<b>Damp Wipe and Disinfect High Community Touch Points</b> Clean and disinfect the community area high touch points such as light switches and door knobs. Fully clean both sides of main entrance glass doors.	5x per week
<b>Counters, Sinks</b> Clean and disinfect counters and sinks in areas other than the restrooms or kitchens.	5x per week
<b>Damp Wipe and Disinfect Community &amp; Personal Area Telephones</b> Damp wipe and disinfect desktop telephones in community areas and personal work spaces.	2x per week
<b>Damp Wipe and Disinfect Drinking Fountains and Water Coolers</b> Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers.	5x per week
<b>High and Low Dusting</b> Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month
<b>Dust Vertical or Horizontal Blinds</b> Dust or Vacuum vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per month
<b>Vacuum Furnishings or Wet Wipe</b> Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per month

### Glass

INCLUDED TASKS	FREQUENCY
<b>Thoroughly Clean Internal Glass</b> Thoroughly clean internal partition glass.	1x per week



<b>Spot Clean Internal Glass</b> Provide spot cleaning on internal partition glass.	4x per week
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## Carpet And Floor Care

INCLUDED TASKS	FREQUENCY
<b>Wall-to-Wall Vacuum Carpet - Detail Clean</b> Detail vacuum accessible carpeted areas with approved HEPA backpack units.	5x per week
<b>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors</b> Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	5x per week
<b>Damp Mop Hard Surface Floors - Detail Clean</b> Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per week

## Trash

INCLUDED TASKS	FREQUENCY
<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week

## Kitchen Areas

INCLUDED TASKS	FREQUENCY
<b>Damp Wipe and Disinfect Counters, Tables and Sinks - Detail Clean</b> Thoroughly damp wipe and disinfect counters, tables and sinks.	5x per week
<b>Damp Wipe and Disinfect Refrigerator - Spot Clean</b> Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	1x per week



<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week
<b>Damp Wipe and Disinfect Microwave(s)</b> Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	1x per week
<b>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors</b> Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	5x per week
<b>Damp Mop Hard Surface Floors - Detail Clean</b> Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	5x per week

## Restroom Service

INCLUDED TASKS	FREQUENCY
<b>Clean and Disinfect Restrooms</b> Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.	5x per week

## Closing Task

INCLUDED TASKS	FREQUENCY
<b>Turn off lights as instructed</b>	5x per week
<b>Lock doors and windows as instructed</b>	5x per week



<b>Set alarms as instructed</b>	5x per week
<b>Clean and organize the janitor closet</b>	5x per week





# Coverall Value Summary

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The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

## Your Top Priorities:

1. Floors
2. Restrooms
3. Dusting

**Monthly Service Price for your Coverall® Service Plan: \$1,279.00**

 <h3>CUSTOMIZED SERVICE PLAN</h3> <p>Includes detailed descriptions of tasks and frequencies to ensure optimal quality of clean, reliability and attention to detail.</p>	 <h3>A HEALTHIER CLEANING SYSTEM</h3> <p>The Coverall Core 4® Process uses advanced industry protocols to remove the maximum amount of dirt and germs at each service.</p>
 <h3>CUSTOMER SERVICE</h3> <p>A dedicated National Accounts Manager is your go-to person for quick communication and response. Coverall's 24/7 customer service provides support after hours.</p>	 <h3>CONSOLIDATED BILLING</h3> <p>One contract, one invoice, one cleaning program translate to less stress managing outsourced janitorial services across multiple locations.</p>

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business



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Proposal Page 8

Proposal Date: 8/7/2023 | Initials: \_\_\_\_\_ / \_\_\_\_\_

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## COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

**Customer: Villa Sol CDD**

- *Street Address:* 3050 Puerta Del Sol Blvd
- *City, State, Zip:* Kissimmee, FL 34744

• Upon the following terms:

1. Monthly Service Charge:

**\$1,279** per month, plus taxes, if applicable; to include 5 x time(s) per week service. *Initial* \_\_\_\_\_

Service Days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

<i>Additional Services</i>	<i>Charge</i>	<i>Area</i>	<i>Square Footage</i>
a.			
b.			
c.			
d.			
e.			

Additional services accepted by: \_\_\_\_\_  
Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the “non-performing party”), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the “Cure Period”). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER’s notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At franchisee’s option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee’s employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL’s written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL’s attorney’s fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If “Additional Special Services” are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER’S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

COVERALL:

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Sales Consultant (Signature and Date)*

**Jesse Neyer - Outside Sales Consultant**

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Service Start Date*

*Please email signed contract to: [Jesse.Neyer@coverall.com](mailto:Jesse.Neyer@coverall.com)*



# Customized Service Plan and Proposal

Prepared for:

**Villa Sol CDD**

By:  
Jesse Neyer

Date:  
June 21, 2023



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Proposal Page 1

Proposal Date: 6/21/2023 | Initials: \_\_\_\_\_ / \_\_\_\_\_  
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June 21, 2023

Villa Sol CDD  
Jarett Wright  
3050 Puerta Del Sol Blvd  
KISSIMMEE, FL 34744  
US

Dear Jarett,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

Jesse Neyer

Jesse.Neyer@Coverall.com



# Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

**Company:** Villa Sol CDD  
**Phone:** (407) 841-5524  
**Contact:** Jarett Wright  
**Email:** jwright@gmscfl.com  
**Address where service will be performed:** 3050 Puerta Del Sol Blvd  
KISSIMMEE, FL 34744  
US  
**Frequency of Regular Service:** 3x per week  
**Total Cleanable Area:** 3,183 square feet

---

## Areas to be Serviced:

- Cardio Areas
  - Kitchen Areas
  - Offices
  - Fitness Center
  - Lounges
  - Outdoor Pool Area Trash Cans
  - Free Weight Areas
  - Meeting Room
  - Restrooms
- 

## Exclude:





## Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

### Dusting And Disinfecting

INCLUDED TASKS	FREQUENCY
<b>Damp Wipe and Disinfect Community Surfaces - Detail Clean</b> Thoroughly dust and clean accessible community area fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills.	3x per week
<b>Damp Wipe and Disinfect High Community Touch Points</b> Clean and disinfect the community area high touch points such as light switches and door knobs. Fully clean both sides of main entrance glass doors.	3x per week
<b>Counters, Sinks</b> Clean and disinfect counters and sinks in areas other than the restrooms or kitchens.	3x per week
<b>Damp Wipe and Disinfect Community &amp; Personal Area Telephones</b> Damp wipe and disinfect desktop telephones in community areas and personal work spaces.	1x per week
<b>Damp Wipe and Disinfect Drinking Fountains and Water Coolers</b> Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers.	3x per week
<b>High and Low Dusting</b> Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month
<b>Dust Vertical or Horizontal Blinds</b> Dust or Vacuum vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per month
<b>Vacuum Furnishings or Wet Wipe</b> Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per month

### Glass

INCLUDED TASKS	FREQUENCY
<b>Thoroughly Clean Internal Glass</b> Thoroughly clean internal partition glass.	1x per week



<b>Spot Clean Internal Glass</b> Provide spot cleaning on internal partition glass.	2x per week
--	-------------

## Carpet And Floor Care

INCLUDED TASKS	FREQUENCY
<b>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors</b> Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	3x per week
<b>Damp Mop Hard Surface Floors - Detail Clean</b> Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	3x per week

## Trash

INCLUDED TASKS	FREQUENCY
<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall. <i>Note: Outdoor Pool Area Trash Cans</i>	3x per week

## Kitchen Areas

INCLUDED TASKS	FREQUENCY
<b>Damp Wipe and Disinfect Counters, Tables and Sinks - Detail Clean</b> Thoroughly damp wipe and disinfect counters, tables and sinks.	3x per week
<b>Damp Wipe and Disinfect Refrigerator - Spot Clean</b> Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	1x per week



<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	3x per week
<b>Damp Wipe and Disinfect Microwave(s)</b> Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	1x per week
<b>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors</b> Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	3x per week
<b>Damp Mop Hard Surface Floors - Detail Clean</b> Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	3x per week

## Restroom Service

INCLUDED TASKS	FREQUENCY
<b>Clean and Disinfect Restrooms</b> Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.	3x per week

## Workout Areas (Fitness)

INCLUDED TASKS	FREQUENCY
<b>Cardio Machines</b> Damp wipe and disinfect high touch points on cardio and weight training equipment.	1x per week



## Closing Task

INCLUDED TASKS	FREQUENCY
Turn off lights as instructed	3x per week
Lock doors and windows as instructed	3x per week
Set alarms as instructed	3x per week
Clean and organize the janitor closet	3x per week



# Coverall Value Summary

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The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

## Your Top Priorities:

1. Floors
2. Restrooms
3. Dusting

**Monthly Service Price for your Coverall® Service Plan: \$799.00**

 <h3>CUSTOMIZED SERVICE PLAN</h3> <p>Includes detailed descriptions of tasks and frequencies to ensure optimal quality of clean, reliability and attention to detail.</p>	 <h3>A HEALTHIER CLEANING SYSTEM</h3> <p>The Coverall Core 4® Process uses advanced industry protocols to remove the maximum amount of dirt and germs at each service.</p>
 <h3>CUSTOMER SERVICE</h3> <p>A dedicated National Accounts Manager is your go-to person for quick communication and response. Coverall's 24/7 customer service provides support after hours.</p>	 <h3>CONSOLIDATED BILLING</h3> <p>One contract, one invoice, one cleaning program translate to less stress managing outsourced janitorial services across multiple locations.</p>

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business



[coverall.com](https://coverall.com)

Proposal Page 8

Proposal Date: 6/21/2023 | Initials: \_\_\_\_\_ / \_\_\_\_\_

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## COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

**Customer: Villa Sol CDD**

- *Street Address:* 3050 Puerta Del Sol Blvd
- *City, State, Zip:* Kissimmee, FL 34744

• Upon the following terms:

1. Monthly Service Charge:

**\$799** per month, plus taxes, if applicable; to include 3 x time(s) per week service. *Initial* \_\_\_\_\_

Service Days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

<i>Additional Services</i>	<i>Charge</i>	<i>Area</i>	<i>Square Footage</i>
a.			
b.			
c.			
d.			
e.			

Additional services accepted by: \_\_\_\_\_  
*Signature*

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the “non-performing party”), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the “Cure Period”). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER’s notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At franchisee’s option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee’s employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL’s written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL’s attorney’s fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If “Additional Special Services” are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER’S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

COVERALL:

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Sales Consultant (Signature and Date)*

**Jesse Neyer - Outside Sales Consultant**

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Service Start Date*

*Please email signed contract to: [Jesse.Neyer@coverall.com](mailto:Jesse.Neyer@coverall.com)*



# SECTION E



# RESERVE STUDY PROPOSAL

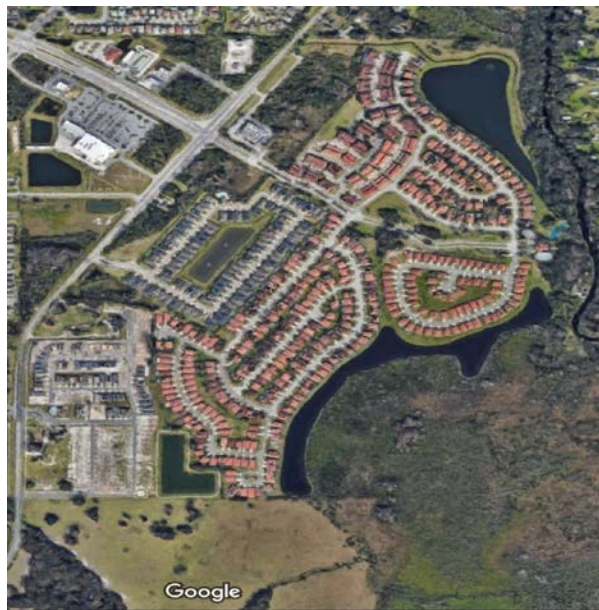
VillaSol Community Development District

Prepared for:

Mr. Jason Showe, District Manager

c/o Governmental Management Services, Central Florida

June 20, 2023



Prepared by:

**Reserve Advisors, LLC**

201 E. Kennedy Boulevard, Suite 1150

Tampa, FL 33602

(800) 980-9881

[www.reserveadvisors.com](http://www.reserveadvisors.com)



June 20, 2023

Dear Mr. Jason Showe,

Thank you for the opportunity to present VillaSol Community Development District with this reserve study proposal.

As a fiduciary, your Board of Directors has been entrusted to represent and protect the best interests of their community. Our expert reserve study will be the guide that you and your board rely on for maintaining sufficient reserve funds and prioritizing long-term capital planning.

While our industry-leading team of consultants have conducted over 26,000 reserve studies, they will approach your study with the firm understanding that your community's needs are truly unique. That's why we guarantee:



### FULL ENGAGEMENT

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds your expectations.



### DETAILED UNDERSTANDING

We will do whatever it takes to ensure VillaSol Community Development District has complete confidence in interpreting and putting into practice our findings and recommendations.



### ONGOING SUPPORT

This will not be a one-and-done report. Unlike other firms, we provide your current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

At Reserve Advisors, we take great pride in helping communities thrive. By applying industry leading expertise, we deliver unbiased guidance that supports the VillaSol Community Development District Board with maintaining their community's long-term physical and financial health.

Please sign and return the [Confirmation of Services](#) page to get started.

Sincerely,

Nick Brenneman, Southeast Regional Account Manager  
(800) 980-9881

## RESERVE STUDY BENEFITS



### FOR BOARDS

- ✓ Fulfills your fiduciary responsibility
- ✓ Supports board decisions
- ✓ Streamlines your budget process
- ✓ Prioritizes capital projects



### FOR HOMEOWNERS

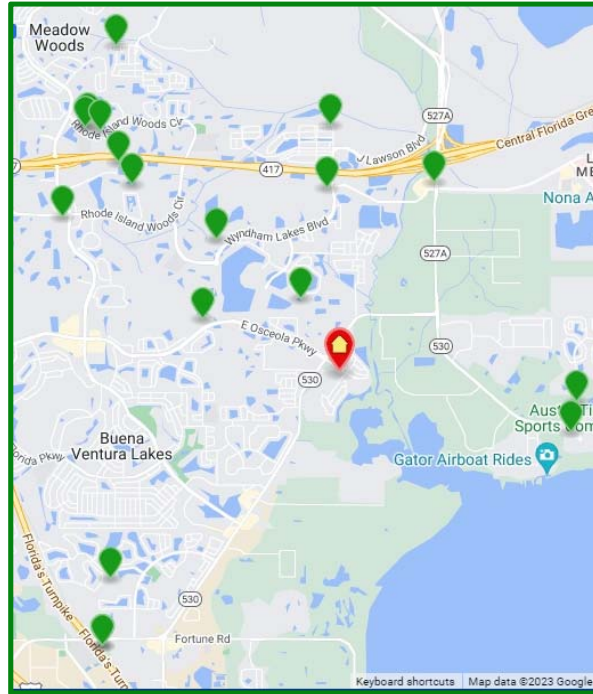
- ✓ Ensures fair and equitable reserve contributions
- ✓ Reduces long-term cost of ownership
- ✓ Minimizes risk of assessments

## MAIN REASONS COMMUNITIES CHOOSE RESERVE ADVISORS

<ul style="list-style-type: none"> <li>✓ <b>Multi-disciplined Expert Engineers</b> <ul style="list-style-type: none"> <li>• With more than 40 engineers, we match our expertise with your community rather than a “one size fits all” engineer</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ <b>Dedicated Support During and After the Reserve Study</b> <ul style="list-style-type: none"> <li>• Industry leading support by our team of multi-disciplined engineers ensures your complete satisfaction</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>✓ <b>Comprehensive Reports to Solve Problems Before They Escalate</b> <ul style="list-style-type: none"> <li>• Thorough condition assessments that prioritize your near-term projects</li> <li>• Best practices and technical illustrations to better understand project scope and compare contractor bids</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ <b>Knowledge of Local Replacement Costs</b> <ul style="list-style-type: none"> <li>• Our proprietary cost database comprises actual client project costs and is the basis for adequate — not excessive — reserve budgets</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>✓ <b>Unbiased Recommendations With Your Best Interests in Mind</b> <ul style="list-style-type: none"> <li>• We do not provide design or project management services</li> <li>• We do not profit from your capital projects</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ <b>Exclusive and Unique Easy-to-use Expenditures Table</b> <ul style="list-style-type: none"> <li>• View all of your community's reserve components in one place</li> <li>• See all of your prioritized capital projects for the next 30 years</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>✓ <b>Unmatched Local Experience</b> <ul style="list-style-type: none"> <li>• Intimate working knowledge of local costs and conditions that affect your community</li> </ul> </li> </ul>	

## CLIENTS SERVED NEAR YOU

Red represents your property, Green represents our clients.  
References available upon request.



### Name

Heritage Lakes Homeowners Association, Inc.  
Cypress Lakes Townhomes Phase II Homeowners Association, Inc.  
Raintree Park Homeowners Association, Inc.  
Sera Bella Homeowners Association, Inc.  
SLV Homeowners Association, Inc.  
The Landings at North Shore Homeowners Association, Inc.  
Veredas at North Shore Homeowners Association, Inc.  
Villa Sol Residential Owners Association, Inc.  
Beacon Park Phase 1 Homeowners Association, Inc.  
Greenway Park Parcel 5 Property Owners Association, Inc.  
Island Cove Villas at Meadowood Homeowners Association, Inc.  
Sandhill Preserve at Arbor Meadows Homeowners' Association, Inc.  
Sawgrass Plantation Phase 1A Townhome Association, Inc.  
Somerset Park Homeowners Association, Inc.  
Villa Del Sol at Meadow Woods Condominium Association Inc., No. 5  
Villa Del Sol at Meadowoods Master Association, Inc.  
Wyndham Lakes Estates Homeowners Association, Inc.  
Chatham Place at Arbor Meadows Homeowners Association, Inc.  
Villa Del Sol at Meadow Woods Condominium Association Inc., No. 6

### City

Buena Ventura Lakes  
Kissimmee  
Kissimmee  
Kissimmee  
Kissimmee  
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Kissimmee  
Kissimmee  
Orlando  
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Orlando



## QUALIFICATIONS

### SPECIALIZING IN RESERVE STUDIES SINCE 1991

Reserve Advisors is an engineering firm that specializes in reserve study consulting services for common-interest communities. We've partnered with more than 29,000 clients, providing communities across the United States the peace of mind that comes from long-term planning and proactive asset management. Our full-time staff of engineers conduct life and valuation analyses for building, mechanical system, site and recreational components and utilizes its breadth of experience to deliver the most realistic capital planning solutions in the industry.

**60+**  
ENGINEERS

**29,000**  
RESERVE STUDIES CONDUCTED

**300+**  
YEARS OF RESERVE STUDY EXPERIENCE

### A LEADERSHIP TEAM LIKE NO OTHER

Reserve Advisors' leadership team comprises 6 licensed professional engineers with a combined 90 years of reserve study experience. What sets our leadership team apart is the around-the-clock collaboration they demonstrate to share field intelligence, market trends and to discover new products, materials, and best practices. The intelligence they gather is constantly enhancing our recommendations for the good of your community, and keeps Reserve Advisors a step ahead.

#### **Nick Brenneman**

**REGIONAL ACCOUNT MANAGER**

*12 Years of Experience*



Since joining Reserve Advisors in 2010, Nick has partnered with more than 3,500 clients to deliver comprehensive reserve study solutions that guide community association boards in fulfilling their fiduciary responsibilities for the maintenance, operation and longevity of their properties.

#### **Matt Kuisle**

**REGIONAL EXECUTIVE DIRECTOR**

*23 Years of Experience  
275+ Studies Conducted*



**PROFESSIONAL ENGINEER (FL)**

Reserve Specialist  
Professional Reserve Analyst

#### **Nancy Daniel**

**REGIONAL ENGINEERING MANAGER**

*9 Years of Experience  
400+ Studies Conducted*



**PROFESSIONAL ENGINEER (TX)**

Reserve Specialist  
Licensed Community Association Manager (FL)

#### **Colin Niemeyer**

**REGIONAL ENGINEERING MANAGER**

*6 Years of Experience  
500+ Studies Conducted*



**PROFESSIONAL ENGINEER (FL, NC)**

Reserve Specialist



## SCOPE OF WORK

### FOR CONFIDENCE IN ALL DECISIONS

Reserve Advisors will perform a Full Reserve Study (Level I) in accordance with Community Associations Institute (CAI) National Reserve Study Standards. The reserve study includes both a physical analysis and financial analysis of your association's common property. Your reserve study comprises the following activities:

**Physical Analysis:** The reserve study consultant develops a detailed list of reserve components, also known as a component inventory, and related quantities for each. A condition assessment or physical evaluation is completed for each reserve component and the current condition of each is documented with photographs. Life and valuation estimates are performed to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

**Financial Analysis:** The reserve study consultant identifies the current reserve fund status in terms of cash value. A funding plan is then prepared. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

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VillaSol Community Development District comprises 493 units in Kissimmee. We've identified and will include the following reserve components in your Full Reserve Study:

#### **Site Components**

- Basketball Courts (2)
- Tennis Courts (2)
- Streets & Curbs
- Access Drives, Parking Areas and/or Driveways
- Sidewalks
- Walking Paths
- Ponds (2)
- Storm Water Management Systems

- Gates
- Gate House
- Whirlpool

#### **Clubhouse Elements**

- Roofs including Assembly
- Exterior Wall Finishes
- Meeting Room
- Fitness Room
- Plumbing, Mechanical and HVAC Systems

Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.



## KEY ELEMENTS OF YOUR RESERVE ADVISORS RESERVE STUDY

### INDUSTRY LEADING SUPPORT

- ✓ Your reserve study experience is tailored to your specific needs, ensuring your community's concerns are thoroughly addressed and its priorities are met
- ✓ We provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery

### TABLES AND GRAPHS EXCLUSIVE TO RESERVE ADVISORS

- ✓ **Reserve Expenditures** - View your community's entire schedule of prioritized expenditures for the next 30-years; on one spreadsheet

### RESERVE EXPENDITURES

Reserve Component Inventory	Estimated 1st Year of Event	RUL = 0 FY2021	1 2022	2 2023	3 2024	4 2025	5 2026
<u>Exterior Building Elements</u>							
Roofs, Asphalt Shingles, Phased	2025					228,696	234,414
Roofs, Flat, Phased	2025					71,748	73,542
Walls, Stucco, Paint Finishes and Capital Repairs	2022		38,438	39,398	40,383		
Walls, Trim, Soffits and Fascia, Paint Finishes	2022		12,812	13,133	13,461		
<u>Property Site Elements</u>							
Asphalt Pavement, Mill and Overlay, Phased	2025					108,643	111,359
Pavers, Masonry	2025					22,518	
Retaining Walls, Timber (Replace with Masonry)	2024				76,998	78,923	
Anticipated Expenditures, By Year		0	51,250	52,531	130,842	510,528	419,315

- ✓ **Funding Plan** - Establishes adequate, not excessive recommended annual reserve contributions to meet your future project needs

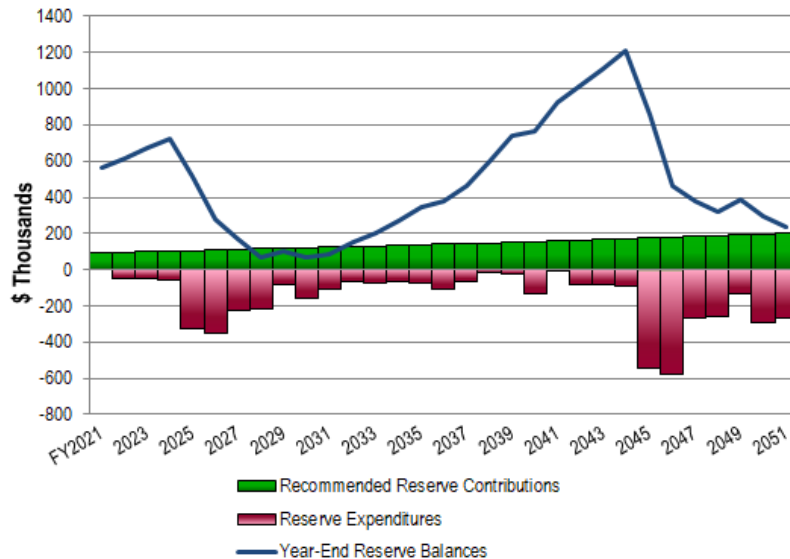
### RESERVE FUNDING PLAN

	Individual Reserve Budgets & Cash Flows for the Next 30 Years					
	FY2021	2022	2023	2024	2025	2026
Reserves at Beginning of Year	567,289	666,648				357,432
Total Recommended Reserve Contributions	92,000	95,500				109,500
Estimated Interest Earned, During Year	7,359	8,265				2,430
Anticipated Expenditures, By Year	0	(51,250)	(52,531)	(130,842)	(510,528)	(419,315)
Anticipated Reserves at Year End	\$666,648	\$719,163	\$774,541	\$755,323	\$357,432	\$50,047



## KEY ELEMENTS OF YOUR RESERVE ADVISORS RESERVE STUDY

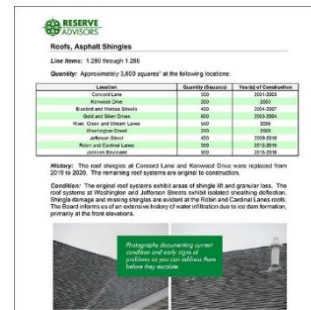
- ✓ **Reserve Funding Graph** highlights your community's financial health and provides visibility to your projected 30-year cash flow



## COMPREHENSIVE REPORTS

Reserve Advisors delivers insights that enhance your ability to make informed decisions. Our reports:

- ✓ Include detailed photos that document the condition of your property
- ✓ Provide project-specific best practices and diagrams to help you understand the scope of future projects
- ✓ Recommend preventative maintenance activities to maximize component useful lives



 [DOWNLOAD EXAMPLE](#)

## EXCEL SPREADSHEETS

Make more informed financial decisions using the industry's most advanced Excel spreadsheets with formulas and funding calculator.

- ✓ Evaluate the financial implications of adjusting expenditures and/or annual funding levels
- ✓ Create and compare various reserve funding schedules to help guide your budget process
- ✓ Address the unexpected - Make adjustments to take into account unanticipated expenses
- ✓ Keep your reserve expenditures and funding schedules current between studies

## Download Our Report Overview



**It is more than just a reserve study.  
It's added value and peace of mind with unconditional support.**

## CONFIRMATION OF SERVICES FOR VILLASOL COMMUNITY DEVELOPMENT DISTRICT

**Full Reserve Study (Level I)** for a total investment of **\$5,000** (includes all expenses).  
You'll receive:



- Electronic PDF Report with 30-year Reserve Expenditure and Funding Plan tables



- Excel file of Reserve Expenditures and Funding Plan tables with formulas for creating alternate expenditure and funding schedules



- We tailor your experience to your specific needs and ensure your priorities are addressed
- Meeting with our engineer on the day of our visual property inspection
- We are available to answer questions and to provide guidance well beyond report delivery

### OPTIONAL SERVICES

\_\_\_\_ One (1) Bound Report hard copy (no charge); Additional copies at \$75 ea. – indicate quantity: \_\_\_\_

#### To authorize the reserve study:

1. **Sign and email agreement to  
Nick@reserveadvisors.com.**

Signature: \_\_\_\_\_  
(Print Name): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
For: **VillaSol Community Development  
District (232456)**

2. **Send \$2,500 retainer to:**  
Reserve Advisors, LLC  
735 N. Water Street, Suite 175  
Milwaukee, WI 53202

\*Retainer invoice will be emailed to you and is due upon authorization and prior to inspection. The balance is due net 30 days from report shipment. Following receipt of balance due, you may request one set of complimentary changes within six months of report shipment. Agreement is subject to our Professional Services Conditions.

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, signed above by Reserve Advisors, LLC and dated June 20, 2023, is valid for 45 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument.



## PROFESSIONAL SERVICE CONDITIONS

**Our Services** - Reserve Advisors, LLC ("RA" or "us" or "we") performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property's energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the "Report") are based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property's conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA's willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an "RA Party") harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys' fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA'S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



**Report** - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

**Your Obligations** - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

**Use of Our Report** - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

**Payment Terms, Due Dates and Interest Charges** - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

**Miscellaneous** – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.

# SECTION G

**AGREEMENT WITH ANSWERNET, INC. FOR IVR SERVICES**  
(VillaSol Community Development District)

**THIS AGREEMENT WITH ANSWERNET, INC. FOR IVR SERVICES** (the “Agreement”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), between the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **ANSWERNET, INC.**, a Delaware corporation, whose mailing address is 3930 Commerce Avenue, Willow Grove, Pennsylvania 19090 (the “Contractor”).

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Agreement with AnswerNet, Inc. for IVR Services; and (ii) the Contractor’s Proposal, dated July 31, 2023, attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **Services.** The term “Services” or “Work” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. **SCOPE OF SERVICES AND PUBLIC ACCESS REQUIREMENTS.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by the Contractor under this Agreement shall be as described in the Proposal. The Services included under this Agreement may be amended by the mutual consent of the District and the Contractor.

(b) **Public Access Requirements:** The Contractor understands, acknowledges and consents to the following: (1) the public roadways within the District’s boundaries are owned by the District; (2) for several reasons, the entrances and roadways are required to remain open and accessible to the public at all times; (3) all members of the public must be granted access to the District’s public roadways; and (4) no member of the public may be turned away from entering the District’s public roadways. The Contractor shall be responsible for training its personnel/employees regarding the public access requirements specified herein. NO MEMBERS



OF THE PUBLIC SHOULD BE TURNED AWAY FROM ENTERING UNDER ANY CIRCUMSTANCES – ALL INDIVIDUALS MUST BE ALLOWED ON THE DISTRICT’S PUBLIC ROADWAYS.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor.

4. DISTRICT MANAGER.

(a) The District’s authorized representative (herein referred to as the “District Manager”) shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Jason Showe; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District’s representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor \$100 per month, after the Services are completed and have been approved by the District’s authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the Services, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District’s sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor’s Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders, including the Public Access requirements set forth in Paragraph 2 herein. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services

described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

#### 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

#### 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records

custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

#### 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor’s services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, and/or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) The District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or

remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the

District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Villa Sol Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Jason Showe, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Kristen Trucco, District Counsel  
Telephone: (407) 481-5806

If to Contractor: AnswerNet, Inc.  
3930 Commerce Ave.  
Willow Grove, Pennsylvania 19090  
Attention: Manager (or Christine West)  
Telephone: (855) 490-1123  
Email: Christine.west@answernet.com

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party



hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**SIGNATURE PAGE TO  
AGREEMENT WITH ANSWERNET, INC. FOR IVR SERVICES**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

**DISTRICT:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**ANSWERNET, INC.**, a Delaware  
corporation

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “A”**

**PROPOSAL**

Contractor’s Proposal, dated July 31, 2023

*[Attached.]*

# answerNet

## Automated IVR Services

Prepared for:



Attn: Herman Perez

Tel: (321)3934580

Email: [herman.perez@villasolcdd.org](mailto:herman.perez@villasolcdd.org)

Prepared by:

Christine West | National Sales Executive

[AnswerNet.com](http://AnswerNet.com)

July 31, 2023



## AnswerNet at a Glance

AnswerNet is a full-service provider of inbound, outbound, automated and business process outsourcing (BPO) contact center and marketing solutions. AnswerNet owns 25+ contact centers across the United States and Canada, providing a vast array of boutique in-house services in English, Spanish, and French. Each year, our team of customer service, support, and sales professionals process tens of millions of customer interactions on behalf of our clients. Our goal is to help businesses optimize their communications strategies with proven techniques that deliver measurable results.

*AnswerNet's mission is to provide our customers with the people, services and technology to run their businesses their way.*

## The AnswerNet Difference



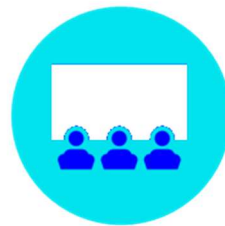
What sets AnswerNet apart from other outsourcers is our unparalleled ability to quickly alter capacity to meet each clients' needs, precisely matching agents to volume, while maintaining operational efficiency. AnswerNet provides large contact center capacity, capability and management support; with small contact center customization, scalability, and responsiveness; tightly integrated into an extremely flexible network.

## Value Added Services



### **SA HOSTED VIRTUAL CALL CENTER PLATFORM**

AnswerNet utilizes the SA Hosted, Virtual Call Center platform (VCC). VCC is an omnichannel, cloud-based platform that allows our call center to manage calls, emails, chats, faxes, texts and more. VCC comes with a client portal so you can manage your on-call, and access messages, calls, recordings, and real-time reports.



### **AGENT EDUCATION**

Once platform commands are mastered, agents receive customer service, soft skills, and compliancy education including HIPAA, HITECH, and PHI. On-going education is centered on professionalism, efficiency, and customer service. Incoming calls are assigned based on the complexity of the customer instructions with levels ranging from 1 to 4. Proceeding to the next level requires that each agent undergo oral and written tests.



### **QUALITY ASSURANCE & MONITORING**

AnswerNet has a dedicated Q & A Department in each center that is responsible for all agent monitoring, in our smaller centers the manager is required to monitor agents & provide feedback. These monitoring sessions evaluate performance of incoming calls for accuracy, courtesy, and adherence to call handling procedures.



### **OPERATOR STAFFING LEVELS**

Our team analyzes call traffic by half hour, daily, weekly, and month increments to determine historical trends. Projecting based on seasonality and new clients added enables us to schedule an adequate number of agents. As volume increases, additional staff is added and on-site management personnel handle incoming calls during high call traffic periods so you won't encounter long rings, busy signals or lengthy hold time.



### **DISASTER RESPONSE**

AnswerNet contact centers are located in major metropolitan areas that receive excellent telecommunications support. However, should an emergency outage occur, AnswerNet's multi-site infrastructure and cloud-network capabilities offer redundancy across all communication channels. Our call centers are all equipped with battery backups, generator power, and auto-routing procedures.



## 1. AnswerNet Solution: Automated Solution

AnswerNet will provide an automated solution, whereby individuals who are looking to access a gate in your community can dial in and be let in. AnswerNet will program an IVR to automatically press 9 upon receiving a call, without agent intervention.

\*Note: this solution will not include any agent vetting for visitors who are looking to gain access to the community. A live agent vetting quote is also provided below.

## Pricing

**Monthly Base Rate:** \$100.00

**Estimated One-Time Programming Fee:** \$100.00

## 2. AnswerNet Solution: Live Agent Support

1. Professional US-based agents are ready to answer a call from a gated entry 24/7/365.
2. AnswerNet will provide a call forwarding number, which you can use to program within your gate system.
3. When individuals are looking to enter the community, they can use the gate system which will direct to our call center.
4. Agents will answer the call and press 9 to open the gate.
5. If needed, agents can vet visitors by asking an established set of questions.
6. Pricing below assumes 10, 25, and 50 interactions per day at 30 seconds or less per interaction.

Service Package	Monthly Cost	Overage Minutes
150 minutes	\$165.00	\$1.15
375 minutes	\$412.50	\$1.15
750 minutes	\$825.00	\$1.15

**One-Time Account Setup:** ~~\$100.00~~ – Waived for basic answering services

**Holiday Fee:** \$20.00 per holiday (6 per year)

**Call Patching/Warm Transfers (only if used):** \$0.20 per min.

First & last month are required upon signing (unless credit card auto pay is selected).



## Comprehensive List of Services

### Inbound

- Appointment Management
- Building Maintenance Mgt
- Customer Service Support
- Direct Response Marketing
- Disaster Response
- Help Desk Services
- Holiday Greeting Programs
- Corporate Hotline (SOX, Whistleblower)
- Live Chat
- Loyalty Program Support
- Medical Telephone Answering Services
- Order Processing
- Overflow/After-hours
- Recall Services
- Telephone Answering Service
- Virtual Receptionist

### Outbound

- Appointment Setting
- Collection Reminders
- Lead Generation & Qualification
- Licensed Insurance Sales
- Market Research Data Collection
- Mystery Shopping
- Payment Protection Program Sales
- Seminar and Event Registration
- Telemarketing
- Telesales
- Warranty Program Sales

### Automated

- Appointment Reminders
- Dealer Locator
- Email Management
- Follow Me
- Interactive Voice Response (IVR)
- Online Scheduling
- SMS Text
- TextGen
- Voicemail

### SA Hosted services

- SA Billing
- Interactive Text Response ITR
- CRM
- Call Routing & Virtual Queue
- Cloud-Based IVR



# SECTION H

**BOARD OF SUPERVISORS MEETING DATES  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024**

The Board of Supervisors of the **VillaSol Community Development District** will hold their regular meetings for Fiscal Year 2024 at 5:00 PM the VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, FL 34744, on the second Tuesday of the month, unless otherwise indicated, as follows:

**October 10, 2023**

**November 14, 2023**

**December 12, 2023**

**January 9, 2024**

**February 13, 2024**

**Exception: March 19, 2024**

**April 9, 2024**

**May 14, 2024**

**June 11, 2024**

**July 9, 2024**

**August 13, 2024**

**September 10, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jason M. Showe  
District Manager  
Governmental Management Services – Central Florida, LLC

# SECTION J

# SECTION 1

## SERVICE AGREEMENT FOR LIGHTING SERVICE

**WHEREAS**, the Kissimmee Utility Authority (KUA) requires that a written agreement be made between the KUA and a owner/developer requiring area lighting facilities; and

**WHEREAS**, Villa Sol CDD, desires lighting to be installed in Villa Sol Subdivision, Kissimmee, Florida;

**NOW THEREFORE**, this agreement is entered into on the 13 day of June, 2023, between the KUA, a body politic, organized and existing under the laws of the State of Florida, party of the first part, and Villa Sol CDD herein referred to as developer, party to the second part, to wit:

KUA will install additional small acorn LED fixtures on 15 foot black round tapered aluminum poles.

KUA in accordance with the rates, terms, and provision or KUA's Rate Schedule set forth in Exhibit 1 shall furnish, install, and maintain Lighting Service as set forth in this document and exhibits. Tax charges will also apply and may be adjusted periodically. The fees established hereto may be adjusted annually to reflect changes in the KUA's rates.

1. The owner/developer shall be responsible for paying when due, all bills rendered by the KUA pursuant to the KUA's Lighting Rate Schedule set forth in this document for facilities and service provided in accordance with this Agreement. The owner/developer is responsible for trimming trees and shrubbery that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.
2. Where underground is required, the owner/developer will install all conduit as per KUA's specifications. Before closing the excavation, the owner/developer will request inspection by KUA; whose representative shall be sole judge of the adequacy of the installation.
3. Installation shall be made only when, in the judgment of the KUA, the location and the type of facilities are, and will continue to be, easily and economically accessible to the KUA equipment and personnel for both construction and maintenance. Modification or relocation of the facilities may only be made through the execution of an additional Agreement or Written addendum delineating the modifications to be accomplished. The owner/developer shall be responsible for the payment of all costs associated with any requested relocation of the KUA lighting facilities.
4. The KUA, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damage for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repair to lines or equipment. The KUA may, at any time; substitute for any luminaire/lamp installed hereunder another luminaire/lamp, which shall be of at least equal illuminating capacity and efficiency. The owner/developer hereby agrees to pay the monthly rate of said substituted fixture.
5. The owner/developer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged. The KUA shall not be required to make such repair or replacement prior to payment for the damage.
6. In the event of the sale of the real property upon which the facilities are installed, or if the owner/developer's obligations under this Agreement are to be assigned to a third party, upon the written consent of the KUA, this Agreement may be assigned by the owner/developer to the purchase or the third party. No assignment shall relieve the owner/developer from its obligations hereunder until such obligations have been assumed by the purchaser or third party and agreed to by the KUA.
7. The initial term of this Agreement shall be for 15 years, and thereafter for additional terms of 5 years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms.

8. If the owner/developer no longer wishes to receive service under this Agreement, the owner/developer may opt to terminate the Agreement a year 15 by providing to the KUA at least sixty (60) days advance written notice. The owner/developer will be responsible for the cost of removing the facilities, with such work to be done by the KUA, and billed to the owner/developer.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

\_\_\_\_\_  
Vice President of Operations

ATTEST:


\_\_\_\_\_  
Manager, Distribution Engineering

VillaSol Community Development District  
Owner/Developer

 may/25/2023  
Signature

Herman Perez / chairman  
Print or Type Name

ATTEST:

 \_\_\_\_\_

Federal ID# 59-3728695

Owner/Developer Billing Address: 219 E. Livingston St, Orlando, FL 32801

Owner/Developer Email Address: jshowe@gmscfl.com

Owner/Developer Phone Number: 407-841-5524

## Exhibit 1 – Lighting Facilities Cost

Project Name: Villa Sol Subdivision

Project #: \_\_\_\_\_

Account #: 709740

Customer ID: 1632660

Service Order #: \_\_\_\_\_

- I. Monthly Rate Charges: The monthly charges consist of the items listed below. Subject to Florida Public Service Commission review and guidelines, all charges may be adjusted. Tax charges will also apply and may be adjusted periodically. The monthly fixture charge listed herein includes operation and maintenance, leasing, and energy charge. The light fixture charges established hereto may be adjusted annually to reflect changes in KUA's rates.

### Monthly Fixtures Charge

(19 – 52w Small acorn LED fixture/15 ft. Alum Pole)(\$17.00) = \$323.00

In addition to these monthly charges, a fuel charge will be included. The fuel charge is base on the estimated Kilowatt Hour usages of light fixture multiplied by the COPCA charge for the month of usage.

- II. Lighting Service: The lighting service shall include the installation, operation, and maintenance of all lighting facilities as describe below:

### Product Description:

Within the Villa Sol Subdivision, KUA will install additional small LED acorn fixtures on 15 foot round tapered black aluminum poles will be placed next to KUA equipment at the following locations:

Box # 9790	2984/2986 Siesta View Dr	Box # 9420	3124/3126 Riachuelo Ln
XR # 13550	2807/2809 Via Largo Ct	XR # 13288	3050 Sangria St - Clubhouse
XR # 13532	2934/2936 Casabella Dr	XR # 16441	3058/3060 Menorca Ct
Box # 12570	2905/2907 Casabella Dr	XR # 16444	3037/3039 Sangria St
Box # 11374	2951/2953 Siesta View Dr	XR # 16446	3059/3061 Sangria St
Box # 11695	3155 Via Otero Dr	XR # 16450	3095/3097 Sangria St
Box # 9418	3104/3108 Riachuelo Dr	XR # 11373	2957/2959 Siesta View Dr
Box # 12778	3174 Via Palma Ln	XR # 13539	2943/2945 Siesta View Dr
Box # 11688	3158/3160 Via Palma Ln	XR # 13549	2927/2929 Siesta View Dr
Box # 11687	3150 Via Palma Ln		

When the light pole secondary is to be fed underground and is not located next to existing pad-mount transformers or secondary boxes, it is the responsibility of owner/developer to install 2" sch-40 gray conduit from the electrical source to the proposed light locations when light poles are more than 3 feet away from their electrical source. For overhead installations, the owner just needs to grant KUA access to the pole location.



## SECTION 2

## Order Summary

# of Items:	1
Subtotal:	\$3,250.00
Tax:	\$0.00 (?)
Shipping:	\$214.41
<hr/>	
Estimated Total:	\$3,464.41

This account has a tax exemption.

Order Date: 06/21/2023

 [Print](#)  [Email](#)

Thank you for shopping with Uline! Your order has been successfully submitted.  
You will receive an email confirmation at [jwright@gmscfl.com](mailto:jwright@gmscfl.com) once this order has been processed.

Order Details

<b>Billing Address</b> GOVERNMENTAL MGMT SERVICES 219 E LIVINGSTON ST ORLANDO, FL 32801-1508	<b>Shipping Address</b> GMS 1408 HAMLIN AVE UNIT E SAINT CLOUD, FL 34771-8588	<b>Ship Via:</b> UPS GROUND Will Ship: 06/21/2023	<b>Payment Method:</b> American Express PO #:
Uline Account #: 15094756 Order Placed By: JARETT M WRIGHT			

Item Summary



ADA Warning Pads - Surface Mount, 2 x 5', Brick Red H-5636R	\$250.00 / KT	13	\$3,250.00
--	---------------	----	------------

Subtotal =	\$3,250.00
Tax =	\$0.00
Shipping/Handling =	\$213.94
<b>Total =</b>	<b>\$3,463.94</b>

[Sign Out](#)

[Save to List](#)

[Home](#)

How did we do?  
[Suggestions/Feedback](#)

## SECTION 3

## **TEMPORARY LICENSE AGREEMENT**

(VillaSol Community Development District and Villa Sol Residential Owners Association, Inc.)

This **TEMPORARY LICENSE AGREEMENT** (the “Agreement”) is made on this 27 day of June, 2023 (the “Effective Date”), by and between the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.**, Florida not for profit corporation, whose address is c/o Artemis Lifestyle Services, Inc., 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 (the “Licensee”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

**WHEREAS**, the District is the owner of a recreation center and pool, as further described in **Exhibit “A”** attached hereto (hereinafter, the “License Area”);

**WHEREAS**, the Licensee desires to temporarily use the License Area for an event on July 22, 2023;

**WHEREAS**, the District and Licensee agree to enter into this Agreement regarding the Licensee’s temporary use of the License Area.

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. **Recitals.** The recitals above are true and correct and are hereby incorporated by this reference.

2. **Term.** This Agreement shall grant permission to Licensee to use the License Area on July 22, 2023 (the “Term”), after Licensee has participated in the pre-use inspection detailed in paragraph 4 herein.

3. **Use of License Area.**

A. Licensee covenants and agrees that it shall use the License Area solely for the purpose of holding an event on July 22, 2023 (hereinafter, the “Permitted Use”).

B. The rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by the District, the District's agents or other licensees in accordance with their respective licenses.

C. Licensee agrees and consents to pay the District a \$300 deposit and the \$25 hourly rate, as specified in the District's "General Policies," attached hereto as **Exhibit "B."**

D. Licensee agrees not to charge an entrance fee or other fee for access to the License Area.

E. Licensee assumes all responsibility for event setup, cleanup and any other necessary tasks described herein or associated with this Agreement, including security/sheriff services.

**4. Pre-Use and Post-Use Inspections and Restoration Obligations.**

A. Licensee agrees to participate in the District's pre-use and post-use inspections in order to ensure complete restoration and cleaning of the License Area to its original condition. Licensee agrees and consents to restore the License Area to its original condition, as such condition is determined by the District in the District's sole discretion, and Licensee shall be responsible for all fees and costs to restore the License Area to its original condition.

**5. Damage.** In the event that the Licensee, its respective employees, agents, invitees and/or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to any property owned by the District, including the License Area, or any improvements located therein, in the exercise of the rights granted herein or as a result of this Agreement, the Licensee shall reimburse the District for the repair of such damage within fourteen (14) days of receiving written notice and direction from the District. Licensee agrees that such repair costs may be made a lien on the Licensee's own property, enforceable by the District, if the Licensee fails to reimburse the District within fourteen (14) days, as specified herein.

**6. Indemnification.** Licensee agrees to indemnify and defend the District, and the District's officers, supervisors, agents, employees and assigns (collectively the "District's Agents"), against, and to hold the District and the District's Agents harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts reasonably incurred by District or the District's Agents (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from Licensee's use of the License Area and/or this Agreement. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to any person or property caused by or sustained in connection with this Agreement. This indemnity shall survive the termination or cessation of this Agreement.

**7. Compliance with Laws, Rules and Regulations.** Licensee consents and agrees to (a) comply with all applicable laws, permits, approvals, codes and requirements of applicable governmental authorities; and (b) all rules and policies adopted by the District that are related to this Agreement, including the "General Policies" attached hereto as **Exhibit "B."** Nothing in

this Agreement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Agreement.

**8. Obligation.**

A. Notwithstanding anything contained herein, Licensee's and/or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of the District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

B. Licensee shall promptly reimburse the District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused Licensee's use of the License Area.

**9. Termination of Agreement.** The District reserves the right to immediately and without advanced notice terminate this Agreement if there is any violation of the terms, conditions or provisions of this Agreement, or, if in the judgment of the District or Osceola County, there is a reasonable likelihood that continuation of the event will put life or property at risk of injury or damage.

**10. Insurance.** The "VillaSol Community Development District" shall be named as an additional insured on Licensee's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the District from claims for bodily injury (including death) and property damage which may arise from or in connection with Licensee's use of the License Area, pursuant to the terms herein. Licensee shall provide the District with proof of insurance upon request.

**11. Waiver.** Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the License Area and/or or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants. Licensee has inspected the License Area and is aware of its current condition and accepts the use of the License Area in its "as is condition."

**12. Governing Law and Construction of Agreement.**

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions. Licensee shall at all

times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

**13. Sovereign Immunity and Public Records.**

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

**15. Notice.**

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: VillaSol Community Development District  
c/o Governmental Management Services- Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Jason Showe, District Manager  
Telephone: (407) 841-5524  
Email: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Kristen Trucco, District Counsel  
Telephone: (407) 481-5800

If to Licensee: Villa Sol Residential Owners Association, Inc.  
c/o Artemis Lifestyle Services, Inc.  
1631 E. Vine Street, Suite 300



Kissimmee, Florida 34744  
Attention: Kimberly Sanders, LCAM  
Telephone: 407-705-2190, Ext. 242  
Email: [ksanders@artemislifestyles.com](mailto:ksanders@artemislifestyles.com)

A. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

**16. Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

**17. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

**18. Disclaimer.** The District makes no representations, statements, warranties or agreements in connection with this Agreement that the License Area is suitable for the Permitted Use. Licensee's use of the License Area is at its own risk.

**19. Interpretation.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT AND VILLA SOL RESIDENTIAL  
OWNERS ASSOCIATION, INC.**

**Witnesses:**

Signature: [Signature]

Print Name: Stacie M. Vanderbilt

Signature: [Signature]

Print Name: Jason M. Shaw

**District:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT, a Florida  
community development district**

Sign: [Signature]

Print: Herman Pérez

Title: Chairman

STATE OF FLORIDA       )  
COUNTY OF OSCEOLA   )  
                            ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of June 2023, by Herman Pérez, as Chairman of the Board of Supervisors, of the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He is ☒ personally known to me, or ☐ has produced a valid driver's license as identification.



[Signature]  
Notary Public  
My Commission Expires: 9/5/23

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT AND VILLA SOL RESIDENTIAL  
OWNERS ASSOCIATION, INC.**

**Witnesses:**

Signature: Zamelyn Rodriguez  
Print Name: Zamelyn Rodriguez  
Signature: Kimberly Sander  
Print Name: Kimberly Sander

**Licensee:**

**VILLA SOL RESIDENTIAL OWNERS  
ASSOCIATION, INC.,** a Florida not for  
profit corporation

Sign: [Signature]  
Print: MARIO CORDOVA  
Title: PRESIDENT

STATE OF FLORIDA     )  
COUNTY OF OSCEOLA    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of June 2023, by Mario Cordova, as President of the **VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.,** a Florida not for profit corporation, on behalf of the corporation. She/he is ☒ personally known to me or ☐ has produced a Driver's License as identification.



[Signature]  
Notary Public  
My Commission Expires: 3/10/2026

**EXHIBIT “A”**

**Legal Description**

**The recreation center and pool are located on a portion of the following tract:**

Tract 5, according to the VILLA SOL PHASE I, VILLAGE 5 plat, as recorded in Plat Book 14, Page 81, of the Public Records of Osceola County, Florida.

**EXHIBIT “B”**

**“General Policies”**

*[See attached.]*

# VILLASOL COMMUNITY DEVELOPMENT DISTRICT

## GENERAL POLICIES

### GOOD NEIGHBOR POLICY

We want everyone who lives in our community to enjoy a carefree lifestyle. That can only happen if we actually care about and respect each other.

These rules are intended to benefit everyone by establishing an acceptable standard that maximizes everyone's enjoyment while minimizing anyone's restrictions. It is important that we all show respect for each other by maintaining an appropriate level of decorum in dress and behavior as described herein.

## FACILITY HOURS

VillaSol's recreational facilities are generally open 365 days a year at the times set forth below. However, there may be occasions or circumstances when the facilities need to be closed for regular maintenance or repairs, or to otherwise ensure everyone's safety. Please check the schedule posted at [www.villasolcdd.org](http://www.villasolcdd.org) for more detailed information.

### RECREATION CENTER:

- Open daily from 6:00 am. to 9:00 p.m.

### POOL and PLAYGROUND:

- Open daily from dawn to dusk.

## DEFINITIONS

**Access Card:** That certain card issued and administered by the District that provides access to the District's amenities and recreational facilities.

**Board:** VillaSol Community Development District's Board of Supervisors

**Childcare Provider:** Any person who is not a parent or guardian that has been lawfully entrusted with the care of a Resident under the age of 18 years.

**District:** VillaSol Community Development District. May also be referred to as VillaSol or CDD and includes all of the territory within the District.

**Guests:** Any User who is not a Homeowner or Resident and who accompanies a Homeowner or Resident at any of the District's amenities or recreational facilities.

**Homeowner:** The owner or lessee (renter) of any residential property located within the District, including all persons lawfully residing in such residential property.

**Horseplay and rough housing:** Boistrous, rough, noisy behavior, usually involving people pushing and/or hitting each other as a joke.

**Pool Deck Area:** All of the outdoor area surrounding the Pool and within the fence.

**Pool:** The structure within the Pool Deck Area that contains water for and all walls, ladders, rails, lane markers, or other amenities attached thereto.

**Resident:** See Homeowner.

**Rules:** These General Policies.

**Service Animal:** A dog or other animal trained to do work or perform tasks for an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability, that is at all times kept under the control of its handler by leash or harness, unless doing so interferes with the animal's ability to perform the work or tasks it was trained to perform, or if the individual's disability prevents him or her from so controlling the animal. Service animals that are out of control, not housebroken, or that pose a direct threat to the health or safety of others will be removed.

**User:** Any person entering or remaining upon the District's amenities or recreational facilities.

## POOL POLICIES

### GENERAL RULES

*State or local municipality has rules governing public pool use. For the safety of our residents and Management's desire to comply with governing regulations, VillaSol will enforce whichever rule is more restrictive.*

**LOST ACCESS CARDS:** Replacement cards are available for a fee of \$20 each. There is a limit of two Access Cards per Homeowner.

For their safety, all Users under the age of eighteen (18) must be accompanied in the recreation facilities by an adult Resident of Childcare Provider over the age of eighteen (18).

Guests must be accompanied by an adult Resident over eighteen (18) years of age. In the event the Pool Deck Area reaches maximum capacity, Guests may be asked to leave so all

Residents may enjoy the use of the facility. Residents are responsible for the conduct of their Guests. Childcare Providers must provide a notarized written statement from the child's or children's parent(s) or guardian(s) authorizing custodial rights. The Childcare Provider must bring proof of proper identification and a list of an emergency contacts and the authorize pool privilege.

## **GENERAL POLICIES FOR POOL AND POOL DECK AREA**

**All Residents and Guests will use the pool facilities at their own risk and will comply with the written and posted rules and regulations of the pool. All rules and regulations will be strictly enforced at all times.**

- No Resident may enter or remain in the Pool Deck Area without his/her Access Card, which must be in his/her possession at all times during use.
- No Guest may enter the Pool Deck Area unless accompanied by a Resident who is in possession of his/her Access Card.
- Only two (2) Guests per Resident are allowed in the Pool or Pool Deck Area at any time.
- All Users must shower before entering the Pool.
- Users will swim at their own risk as there is **NO LIFEGUARD ON DUTY**.
- NO DIVING, RUNNING or HORSEPLAY is allowed in the Pool/Pool Deck Area.
- Furniture on Pool Deck Area must be covered with a towel before and during use by any person.
- Individual inflatable toys, floats and mattresses may be used. Oversized and multi-person inflatable toys, floats and mattresses are not allowed. Additionally, "Boogie Boards," kick boards, and other similar objects are not allowed in the Pool. VillaSol reserves the right to prohibit the use of any inflatable or other toy, float, mattress, or other item during peak occupancy, during scheduled Pool activities, or if the toy, float, mattress, or item creates any safety concern or becomes a nuisance.
- No glass or other breakable objects are allowed in the Pool/Pool Deck Area.
- No chewing gum is permitted in the Pool/Pool Deck Area.
- Swimmers are required to wear footwear and a cover-up over their bathing suits when in the recreation center.
- Swimmers must dry off before entering the recreation center.



- Proper swim attire must be worn in the pool and at the recreation center and on the pool deck area. Thong or t-back bathing suits are not considered proper swimming attire. **FOR PROPER POOL MAINTENANCE, NO CUT-OFFS OR STREET CLOTHES ARE TO BE WORN IN THE POOL!**
- Please be considerate to neighbors by monitoring the noise level in and around the pool area. Running, horseplay, and obscene language will not be tolerated. Residents and/or Guests will be asked to leave the pool area immediately upon violating this policy.
- Playing with emergency equipment (life ring, hook, etc.) is not allowed. Residents found tampering with these items will be subject to fines and/or termination of pool privileges. Residents are responsible for the conduct of their Guests.
- For safety reasons, no electrical cords can be used in the Pool Deck Area.
- No alcoholic beverages are permitted in or around the Pool/Pool Deck Area.
- All food must be kept in designated areas.
- No masks, fins, or snorkels are allowed in the Pool.
- No one shall pollute the Pool. Anyone who does so is liable for any costs incurred in treating or correcting the problem.
- Infants and toddlers must wear swim diapers. Regular disposable and cloth diapers are not permitted in the Pool. For the comfort of others, changing of diapers, clothes, etc., is not allowed in the Pool Deck Area. Please use the restroom facilities. Breast feeding is permitted in accordance with Florida Law.
- Pool entrances must be kept clear at all times.
- Smoking (including e-cigarettes) is not permitted at any time in the Pool/Pool Deck Area.
- No animals other than Service Animals are allowed in the on the Pool Deck Area. No animals are allowed in the Pool.
- No roller blades, skateboards, or bicycles are permitted in the Pool Deck Area.
- No swinging on the ladders or railings is allowed.
- Snapping of towels is not permitted.

- VillaSol-owned pool furniture may not be removed from the Pool Deck Area.
- Loud and abusive language is not allowed.
- VillaSol prides itself on the attractive appearance of our Pool Deck Area. Please make use of the garbage cans.
- Any person swimming when the facility is closed may be suspended from using the facility.
- Radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the Pool Deck Area unless they are personal devices equipped with headphones. The use of headphones with all types of music players is required.
- No electronic equipment of any kind is permitted in the Pool.
- Radio-controlled toys, drones, or other devices are not allowed in the Pool/Pool Deck Area
- There is no trespassing in the Pool or Pool Deck Area after dusk.
- Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules whenever deemed necessary or appropriate, at a duly-noticed Board meeting. All such amendment(s), modification(s) and/or deletion(s) will be posted on the District's website at [www.villasolcdd.org](http://www.villasolcdd.org). All Residents are responsible for being familiar with the Rules as amended or modified from time to time.

**VILLASOL CDD MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS AND/OR INJURIES ASSOCIATED WITH ACTIVITIES RELATED TO POOL USE.**

**THUNDERSTORM POLICY**

If lightning is sighted, regardless of location, the pool will be closed for 30 minutes. At that time, if no other lightning is seen, the pool will re-open. In case of a thunderstorm (with thunder only) in the immediate area, the pool will be closed for 15 minutes. If no thunder is heard during this period, the pool will be reopened. A duly designated representative of the District shall make all determinations with regard to this thunderstorm policy.

**FECES POLICY**

**If contamination occurs, the pool will be closed for a minimum of 12 hours up to a maximum of 24 hours, and the water will be shocked with chlorine to kill the bacteria. Parents should take their children to the bathroom before entering the pool. If a child is not completely**

toilet trained, he/she must wear a swim diaper at all times in the pool area. A duly designated representative of the District shall make all determinations with regard to this feces policy.

## **HEAVY RAIN POLICY**

If at any time it rains so hard that swimmers cannot see the bottom of the pool, the pool will be closed. A duly designated representative of the District shall make all determinations with regard to this heavy rain policy.

<h2><b>RECREATION CENTER POLICIES</b></h2>
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### **GENERAL POLICIES FOR FITNESS ROOM**

**The fitness room is unattended.** All Users will use the fitness room at their own risk and will comply with the written and posted Rules, which will be strictly enforced at all times. All Users are urged to contact a physician before starting an exercise workout routine.

- No Resident may enter the fitness room without his Access Card. Guests must be accompanied by an adult Resident over eighteen (18) years of age in possession of his/her Access Card.
- Only one Guest per Resident is allowed in the fitness room at any time.
- Youths thirteen (13) to seventeen (17) years old may use the fitness room when accompanied by an adult Resident over eighteen (18) years of age.
- Children under the age of thirteen (13) are not permitted to use the fitness room under any circumstances.
- No skateboards, skates, or other wheeled toys are permitted in the fitness center.
- No Horseplay is allowed in the fitness room. Users acting in such a manner will be asked to immediately leave the area.
- Radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the fitness room unless they are personal devices equipped with headphones. The use of headphones with all types of music players is required.
- No loitering is permitted in the fitness room. Anyone loitering in the fitness area will be asked to immediately leave the area.
- No animals other than Service Animals are allowed in the fitness room.

- There is to be no misuse of equipment or furnishings in the fitness center. Persons damaging any District facilities will be held financially responsible for the costs of repairs and may lose access privileges to the fitness facilities.
- Each User is responsible for wiping off the equipment after use.
- Appropriate clothing and footwear (covering the entire foot) must be worn by all Users at all times in the fitness room. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans or jean shorts), leotards (or other attire specifically designed for working out), and/or sweat suits (no swim suits).
- In the event of an emergency, dial 911.

## GENERAL POLICIES FOR RECREATION CENTER

The recreation center hours of operation (6:00 a.m. to 9:00 p.m.) will be posted at the entrance of the clubhouse. The hours of operation will be subject to change for special scheduled events and holidays and may be adjusted seasonally as determined by management and the advisory committee.

- All Residents and Guests will use the recreation facilities at their own risk and will comply with the written and posted rules and regulations of the recreation center. All rules and regulations will be strictly enforced at all times.
- Young adults ages seventeen (17) and younger may not use the recreation center without adult supervision.
- Guests must be accompanied by an adult Resident over eighteen (18) years of age.
- Unless otherwise arranged and authorized in advance, only two (2) Guests per Resident are allowed in the recreation center at any time.
- Cars, motorcycles, golf carts, mopeds, bicycles, etc., must be parked in the designated parking areas at the recreation center and are not allowed inside the recreation center areas or at the entrance of the building.
- No skateboards, skates, or other wheeled toys are permitted in the recreation center or at the building entrance.
- No Horseplay is allowed.
- Unless other arrangements have been made in advance for an authorized group event, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the recreation center unless they are personal devices equipped with headphones. Unless other arrangements have been made in advance for an authorized group event, the use of headphones with all types of music players is required.
- No loitering is permitted in the recreation center or on the parking lot, or playground facilities.
- No animals other than Service Animals are allowed in the fitness room.

There is absolutely **no smoking** in the recreational facilities or on the playground. A designated area will be setup for this purpose.

## **NOTICE**

**THE VILLASOL COMMUNITY IS PROTECTED BY VIDEO CAMERAS IN ALL AREAS. RESIDENTS AND GUESTS MUST ABIDE BY THE COMMUNITY RULES AND BY THE POLICIES STATED HEREIN AND SHALL MAINTAIN THE APPROPRIATE LEVEL OF DECORUM OR, IF YOU ARE ABUSIVE TO OTHER PATRONS, YOU WILL BE ASKED TO LEAVE THE PREMISES OR BE REMOVED BY THE APPROPRIATE MEANS. THIS VIDEO WILL BE USED IN ORDER TO PROSECUTE ANY PERSON THAT VIOLATES THESE RULES. IF THE BEHAVIOR CONTINUES BY THE RESIDENT, THIS WILL RESULT IN ACTION TAKEN BY THE BOARD OF SUPERVISORS OF THE CDD, INCLUDING BUT NOT LIMITED TO, A SUSPENSION OR TERMINATION OF THE RESIDENT'S PRIVILEGES TO THE RECREATION FACILITIES. NOTICE OF THE CDD BOARD'S INTENTION TO CONSIDER SUCH ACTION DURING A PUBLIC MEETING SHALL BE PROVIDED TO THE RESIDENT AGAINST WHOM SUCH ACTION WILL BE CONSIDERED.**

**IN AN ATTEMPT TO PRESERVE OUR RESIDENTS' PRIVACY, WE DO NOT PERMIT SOLICITATIONS OF ANY KIND IN THE COMMUNITY CENTER.**

<b>GUEST POLICIES</b>
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### **GUESTS**

All guests must be accompanied by a Resident over the age of eighteen (18) when using the recreation facilities.

Guests must strictly adhere to all rules and regulation of the VillaSol recreation center. Any violation of these rules will result in the revocation of the guest's privileges.

VillaSol residents remain fully responsible for the behavior of their guests. Any damages and/or loss of equipment will be the responsibility of the resident.

#### **FEES:**

Annual non-resident user fee:	\$ 1,375.00
Access to all Recreation Center Amenities.	

The annual non-residential user fee will be reviewed and annually adjusted, if necessary.

### **DAMAGE TO PROPERTY OR PERSONAL INJURY**

Each Resident and each Guest, as a condition of use of, or access or invitation to, the District's recreational facilities, assumes sole responsibility for his or her property. The District and its

contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District's recreational facilities.

No person shall remove from the room in which it is found or from the District's recreational facilities premises any property or furniture belonging to the District or its contractors without proper authorization. Recreational facilities Users shall be liable for any property damage and/or personal injury at the District's recreational facilities, or at any activity or function operated, organized, or arranged or sponsored by the District or its contractors, caused by any Resident or any Guest. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Resident or Guest who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game function, exercise, competition, or other activity operated, organized, arranged, or sponsored by the District, either on or off the District's recreational facilities premises, shall do so at his or her own risk, and shall hold the District, its Board, of Supervisors, its employees, its representatives, its contractors, and its agents, harmless for any and all loss, cost, claim, injury, damages, or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, or its respective operators, Supervisors, employees, representatives, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any Guest or Resident, or any family member of such Guest or Resident.

Should any party bound by these Rules bring suit against the District, its Board of Supervisors, staff, agents, employees, representatives, or contractors, in connection with any event operated, organized, arranged, or sponsored by the District or any other claim or matter in connections with any event operated, organized, arranged, or sponsored, by the District, and fail to obtain judgment therein against the District, its Board of Supervisors, staff, agents, employees, representatives, or contractors, said party shall be liable to the District for all costs and expenses incurred by the District in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings)."y the Board at its meeting adopting the annual fiscal year budget.

## **SUSPENSION AND TERMINATION OF PRIVILEGES**

Privileges at the District's recreational facilities be subject to suspension and/or termination in the sole discretion of the District's Board of Supervisors if a Resident or Guest:

- submits false information on the application for an Access Card.
- permits unauthorized use of an Access Card.
- exhibits unsatisfactory behavior, deportment or appearance.
- fails to abide by these Rules established for the use of the District's recreational facilities.

- treats any recreational facility staff in a disrespectful or abusive manner.
- engages in conduct that is improper or likely to endanger the welfare, safety or reputation of any recreational facility staff member.
- is arrested while on any recreational facilities premises.”

Recreational facilities staff may at any time remove and Resident or Guest from the District’s recreational facilities when such action is deemed necessary to protect the health, safety and welfare of any other Resident(s) or Guest(s), or to protect the District’s recreational facilities from damage.

Notwithstanding the foregoing, anytime a Resident or Guest is arrested for an act committed, or allegedly committed, while on the District’s recreational facilities premises, such Resident or Guest shall have all recreational facilities privileges immediately suspended until the next meeting of the District’s Board of Supervisors. At that meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the arrested person’s privileges.

Any Resident or Guest whose privileges have been terminated is entitled to appeal such termination to the District’s Board of Supervisors, whose determination shall be final.

<h2 style="margin: 0;">COMMUNITY ROOM USE FOR PRIVATE FUNCTIONS</h2>
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Only District residents or paid users may use the community room for private events.

Current pool regulations and recreation center policies apply in all circumstances.

An exclusive area will be designated for the function.

The following steps must be completed by the VillaSol resident two weeks prior of using the Community Room for any event

- Call the District office to confirm availability of the date and time for the event.
- Complete and sign a VillaSol reservation form.
- Provide a copy of the deed of the property at the VillaSol community.
- Provide a copy of the applicant's driver's license.
- Bring two separate checks one check for the deposit and the other check is the fee for the room. The checks should be payable to: VillaSol CDD.

Note: Cash or credit cards are not accepted.

No glass containers are allowed in the pool or on the pool deck area. All eating is confined to the community room. Drinks in plastic bottles and aluminum cans are permitted on the pool deck; residents are expected to cleanup after themselves and make use of the trash cans.



Alcoholic beverages are not permitted unless approved by the Board of Supervisors of the District.

A deposit of \$300 will be required at least 14 days in advance of the event. Provided there are no damages or cleanup costs after the event, the deposit is fully refundable unless the event is canceled with less than 24 hours' notice. The deposit is fully refundable if the event is canceled due to inclement weather.

A cleanup fee will be taken out of the deposit if the room is not returned to its original condition.

FEES:

RECREATION CENTER

DEPOSIT: **\$300.00**  
Per event (*refundable if no repairs or cleanup is required after the event*)

USER FEES: **\$ 25.00**  
Per hour, minimum of four hours (*non-refundable*)

**SECURITY:**

In addition to User Fees, users of the Recreation Center may elect to hire security for the duration of the event, utilizing off-duty officers or other private security arranged by and at the discretion of the District. The cost of security must be paid by the users in advance.

**NO MORE GUESTS ARE PERMITTED AT A TIME IN THE COMMUNITY ROOM OR POOL AREA THAN ARE LEGALLY PERMITTED UNDER APPLICABLE OCCUPANCY LIMITATIONS ESTABLISHED BY THE FIRE MARSHAL.**

**TENNIS COURTS / BASKETBALL COURT & POOL CHAIRS**

- These facilities are available on a first-come, first-serve basis.
- No reservations are taken for these facilities.
- Use is limited to two hours if others are waiting to use the facilities.

**THESE FEES DO NOT APPLY TO RESIDENTS FALLING WITHIN THE RULES OF FOUR GUESTS PER FAMILY UNIT.**

**THESE FEES ARE DESIGNED FOR RESIDENTS DESIRING TO BRING IN LARGER GROUPS TO USE THE DISTRICT FACILITIES.**

<b>IMPORTANT PHONE NUMBERS</b>
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EMERGENCY ..... 911

Kissimmee Police (non-emergency) .....407-846-3333

Kissimmee Fire Department (non-emergency) .....	407-847-7111
Osceola County Sheriff's Office (non-emergency) .....	407-348-2222
Osceola County Fire Rescue (non-emergency).....	407-932-5338
Florida Poison Information Center .....	1-800-282-3171
VillaSol CDD (District Manager, <i>Inframark</i> ) .....	407-566-1935
Fax number.....	407-566-2064
VillaSol HOA (Property Manager, <i>Titan HOA Management</i> ).....	407-705-2190
VillaSol Recreation Center.....	407-348-5284
Security Guardhouse .....	407-344-9306

VillaSol Clubhouse  
3050 Puerta del Sol  
Kissimmee, FL 34744

**NOTE: *These policies and rules are subject to change on a periodic basis.***

## SECTION 4

**AGREEMENT FOR PAVEMENT WORK WITH MATAO BRICK PAVERS, INC.**  
(VillaSol Community Development District)

**THIS AGREEMENT FOR PAVEMENT WORK WITH MATAO BRICK PAVERS, INC.** (the “Agreement”), effective as of the 21 day of June, 2023 (the “Effective Date”), between the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **MATAO BRICK PAVERS, INC.**, a Florida corporation, whose mailing address is 7205 Somersworth Drive, Orlando, Florida 32835 (the “Contractor”).

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Agreement; and (ii) the Contractor’s Proposal, dated June 6, 2023, and the Contractor’s Proposal, dated June 12, 2023, collectively attached hereto as Exhibit “A” (collectively the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **Services.** The term “Services” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. **SCOPE OF WORK.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by the Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, until completion, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s payment to the Contractor.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Jason Showe; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor the amounts specified in the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and

character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

#### 7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

#### 8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine

Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.



(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement. The Contractor warrants that the Services provided herein shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion to repair any deficiencies, fixes or touch-ups needed.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) The District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or

remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the

District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: VillaSol Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Jason Showe, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Kristen Trucco, District Counsel  
Telephone: (407) 481-5806

If to Contractor: Matao Brick Pavers, Inc.  
7205 Somersworth Drive  
Orlando, Florida 32835  
Attention: Adeildo Antonio Nogueira, Owner  
Telephone: (321) 663-1978  
Email: mataobrickpavers@hotmail.com

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party

hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**SIGNATURE PAGE TO  
AGREEMENT WITH MATAO BRICK PAVERS, INC.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

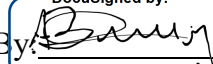
**DISTRICT:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**MATAO BRICK PAVERS, INC., a  
Florida corporation**

DocuSigned by:  
By:  \_\_\_\_\_  
Print: 14FCC67B63B4B7 Antonio noguira  
Title: President

**SIGNATURE PAGE TO  
AGREEMENT WITH MATAO BRICK PAVERS, INC.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

**DISTRICT:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Herman Perez  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**MATAO BRICK PAVERS, INC., a  
Florida corporation**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT “A”**

**PROPOSAL**

Contractor’s Proposal, dated June 6, 2023

&

Contractor’s Proposal, dated June 12, 2023

*[Attached.]*



**MATAO BRICK PAVERS INC.**

7205 SOMERSWORTH DR

Orlando, FL 32835

(321) 663-1978



[www.mataobrickpavers.com](http://www.mataobrickpavers.com)

[mataobrickpavers@hotmail.com](mailto:mataobrickpavers@hotmail.com)

## PROPOSAL

### MATAO BRICK PAVERS INC. - SUB CONTRACTOR

VILLA SOL CDD /HERMAN PEREZ /		CUSTOMER # :	Date:
2803 VIA LARGO CT		#1754	6/6/2023
KISSIMMEE FL 34744		Salesperson:	
(910)587 6554		ADEILDO ANTONIO NOGUEIRA	
<a href="mailto:herman.perez@villasolcdd.org">herman.perez@villasolcdd.org</a>			
Description		Unit Price	Amount
PAVERS REPAIR GATE RIGHT SIDE 35X15, 35X15	1050 SQTS		\$7.800.00
PAVERS REPAIR GATE LEFT SIDE 35X15, 35X15	1050 SQTS		INCLUDIND
LET'S MOVE ALL THE OLD PAVERS OUT			
AND TUP DOW MORE CRUSHED CONCRETE			
COMPACT LEVELING AND PUT DOW THE SAME			
OLD PAVRES 4X8 AND BROKEN PAVERS I WILL			
PUT NEW PIECES 4X8 COLOR ADOBE			
WE ARE GOING TO DO PRESSURE CLEANING			
THAT IT WILLBE 100% CLEAN I WILL USED			
REGULAR SAND COLOR TAN TO WASH THE			
TOP THE PAVERS			
AFTER YOU FINISH THE WORK WE HAVE TO			
WAIT FOR 10 DAYS TO PASS CARS			
R			
ADDITIONAL WORK / NOTES:			
2 SESSIONS LEFT SIDE OR RIGHT 2 SSSIONS I NEED 4 DAYS TO START TO COMPLETED			
50% DEPOSIT WHEN START FIRST SESSIONS			\$3.900.00
50% WHEN THE JOB ALL COMPLETED			\$3.900.00
WARRANTY TIME: 1 YEAR LABOR ONLY		TOTAL:	\$7.800.00

MATAO BRICK PAVERS INC.

CUSTOMER

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_



**MATAO BRICK PAVERS INC.**

7205 SOMERSWORTH DR

Orlando, FL 32835

(321) 663-1978



**MATAO BRICK PAVERS**

Working on your side



[www.mataobrickpavers.com](http://www.mataobrickpavers.com)

[mataobrickpavers@hotmail.com](mailto:mataobrickpavers@hotmail.com)

## PROPOSAL

### MATAO BRICK PAVERS INC. - SUB CONTRACTOR

VILLA SOL CDD /HERMAN PEREZ /		CUSTOMER # :	Date:
2803 VIA LARGO CT		#1761	6/12/2023
KISSIMMEE FL 34744		Salesperson:	
(910)587 6554		ADEILDO ANTONIO NOGUEIRA	
herman.perez@villasolcdd.org			
Description		Unit Price	Amount
FOUNDATION 14 FEET LONG BYTHE TOP 12 INCHS			\$2.000.00
WIRE BY 16 INCHS DEEP 2 REBAR NUNBER #5			INCLUDING
WITH CONCRETFOOTERS 3.500 PIS			INCLUDING
AND REMOVAL EXISTING OLD FUNDATION			INCLUDING
AND PLACE NEW CONCRETE MATERIALS AND			INCLUDING
LABOR AND MATERIALS			INCLUDING
6X3 18 SF ASPHALT OLD REMOVAL			\$3.700.00
DEMO 4 INCHS DEEP AND TAKE AWAY AND			INCLUDE
PUY DOW A NEW ASFALTO			INCLUDE
ADDITIONAL WORK / NOTES:			
IF YOU WHANT TO ME DO THIS SERVICES WE HAVE TO DO ASFALTO AND CONCRETE FOUNDATION FIRST			
THE PAVERS AFTER			
50% DEPOSIT TO BUY ALL THE MATERIALS			\$2.850.00
50% WHEN TAL JOD ALL COMPLETED			\$2.850.00
WARRANTY TIME: 1 YEAR LABOR ONLY		TOTAL:	\$5.700.00

**MATAO BRICK PAVERS INC.**

**CUSTOMER**

\_\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_

## SECTION 5

## **TEMPORARY LICENSE AGREEMENT**

(VillaSol Community Development District and Villa Sol Residential Owners Association, Inc.)

This **TEMPORARY LICENSE AGREEMENT** (the “Agreement”) is made on this 31 day of July, 2023 (the “Effective Date”), by and between the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and **VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.**, Florida not for profit corporation, whose address is c/o Artemis Lifestyle Services, Inc., 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 (the “Licensee”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

**WHEREAS**, the District is the owner of certain real property, as further described in **Exhibit “A”** attached hereto (hereinafter, the “License Area”);

**WHEREAS**, the Licensee desires to temporarily use the License Area from August 7<sup>th</sup> to August 29<sup>th</sup>, 2023 for purposes of storing equipment during a scheduled townhome inspection period; and

**WHEREAS**, the District and Licensee agree to enter into this Agreement regarding the Licensee’s temporary use of the License Area.

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. **Recitals.** The recitals above are true and correct and are hereby incorporated by this reference.

2. **Term.** This Agreement shall grant permission to Licensee to use the License Area from August 7<sup>th</sup> to August 29<sup>th</sup>, 2023 (the “Term”), after Licensee has participated in the pre-use inspection detailed in paragraph 4 herein.

3. **Use of License Area.**

A. Licensee covenants and agrees that it shall use the License Area solely for the purpose of storing equipment during a scheduled townhome inspection period (hereinafter, the “Permitted Use”).

B. The rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by the District, the District's agents or other licensees in accordance with their respective licenses.

**4. Pre-Use and Post-Use Inspections and Restoration Obligations.**

A. Licensee agrees to participate in the District's pre-use and post-use inspections in order to ensure complete restoration and cleaning of the License Area to its original condition. Licensee agrees and consents to restore the License Area to its original condition, as such condition is determined by the District in the District's sole discretion, and Licensee shall be responsible for all fees and costs to restore the License Area to its original condition.

**5. Damage.** In the event that the Licensee, its respective employees, agents, invitees and/or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to any property owned by the District, including the License Area, or any improvements located therein, in the exercise of the rights granted herein or as a result of this Agreement, the Licensee shall reimburse the District for the repair of such damage within fourteen (14) days of receiving written notice and direction from the District. Licensee agrees that such repair costs may be made a lien on the Licensee's own property, enforceable by the District, if the Licensee fails to reimburse the District within fourteen (14) days, as specified herein.

**6. Indemnification.** Licensee agrees to indemnify and defend the District, and the District's officers, supervisors, agents, employees and assigns (collectively the "District's Agents"), against, and to hold the District and the District's Agents harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts reasonably incurred by District or the District's Agents (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from Licensee's use of the License Area and/or this Agreement. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to any person or property caused by or sustained in connection with this Agreement. This indemnity shall survive the termination or cessation of this Agreement.

**7. Compliance with Laws, Rules and Regulations.** Licensee consents and agrees to (a) comply with all applicable laws, permits, approvals, codes and requirements of applicable governmental authorities; and (b) all rules and policies adopted by the District that are related to this Agreement. Nothing in this Agreement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Agreement.

**8. Obligation.**

A. Notwithstanding anything contained herein, Licensee's and/or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of the District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.



B. Licensee shall promptly reimburse the District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused Licensee's use of the License Area.

**9. Termination of Agreement.** The District reserves the right to immediately and without advanced notice terminate this Agreement if there is any violation of the terms, conditions or provisions of this Agreement, or, if in the judgment of the District or Osceola County, there is a reasonable likelihood that continuation of the event will cause damage to the District or others.

**10. Insurance.** The "VillaSol Community Development District" shall be named as an additional insured on Licensee's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the District from claims for bodily injury (including death) and property damage which may arise from or in connection with Licensee's use of the License Area, pursuant to the terms herein. Licensee shall provide the District with proof of insurance upon request.

**11. Waiver.** Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the License Area and/or or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants. Licensee has inspected the License Area and is aware of its current condition and accepts the use of the License Area in its "as is condition."

**12. Governing Law and Construction of Agreement.**

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

**13. Sovereign Immunity and Public Records.**

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

**15. Notice.**

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: VillaSol Community Development District  
c/o Governmental Management Services- Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Jason Showe, District Manager  
Telephone: (407) 841-5524  
Email: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Kristen Trucco, District Counsel  
Telephone: (407) 481-5800  
Email: [ktrucco@lathamluna.com](mailto:ktrucco@lathamluna.com)

If to Licensee: Villa Sol Residential Owners Association, Inc.  
c/o Artemis Lifestyle Services, Inc.  
1631 E. Vine Street, Suite 300  
Kissimmee, Florida 34744  
Attention: Kimberly Sanders, LCAM  
Telephone: 407-705-2190, Ext. 242  
Email: [ksanders@artemislifestyles.com](mailto:ksanders@artemislifestyles.com)

A. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight



delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

**16. Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

**17. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

**18. Disclaimer.** The District makes no representations, statements, warranties or agreements in connection with this Agreement that the License Area is suitable for the Permitted Use. Licensee's use of the License Area is at its own risk.

**19. Interpretation.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

*[Space intentionally left blank.]*

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT AND VILLA SOL RESIDENTIAL  
OWNERS ASSOCIATION, INC.**

**Witnesses:**

Signature: [Signature]

Print Name: Jason Showe

Signature: [Signature]

Print Name: Stacie M. Vanderbilt

**District:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT, a Florida  
community development district**

Sign: [Signature]

Print: Herman Pérez

Title: Chairman

STATE OF FLORIDA       )  
COUNTY OF OSCEOLA    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of August 2023, by Herman Pérez, as Chairman of the Board of Supervisors, of the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He is ☒ personally known to me, or ☐ has produced a valid driver's license as identification.



[Signature]  
Notary Public  
My Commission Expires: 9/5/23

**CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT AND VILLA SOL RESIDENTIAL  
OWNERS ASSOCIATION, INC.**

**Witnesses:**

Signature: Mark A. Gosdin

Print Name: Mark A Gosdin

Signature: Timothy F. Bagnor

Print Name: Timothy F Bagnor

**Licensee:**

**VILLA SOL RESIDENTIAL OWNERS  
ASSOCIATION, INC.**, a Florida not for  
profit corporation

Sign: [Signature]

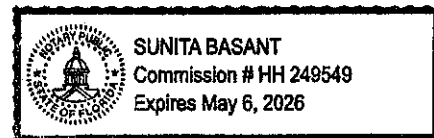
Print: MARCO CORDOVA

Title: President

**STATE OF FLORIDA        )**  
**COUNTY OF OSCEOLA    )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 3<sup>rd</sup> day of August 2023, by Marco Cordova, as President of the **VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. She/he is [ ] personally known to me or [ ] has produced a Driver's License as identification.

[Signature]  
Notary Public  
My Commission Expires: 5/6/26



**EXHIBIT “A”**

**Legal Description of “License Area”**

*See attached legal description.*

(Also referred to as Osceola County Parcel I.D. No. 04-25-30-5410-TRAC-00B1)

## EXHIBIT "A"

THAT PORTION OF TRACT "B," VILLA SOL PHASE I, VILLAGE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 81, 82 AND 83, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 25 SOUTH, RANGE 30 EAST, RUN N 89°41'51" W, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 329.48 FEET; THENCE DEPARTING SAID SECTION LINE, THENCE RUN S 36°02'27" W, 32.69 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 621.00 FEET, A CHORD BEARING OF S 13°16'02" W, A CHORD LENGTH OF 493.66 FEET, THROUGH A CENTRAL ANGLE OF 43°32'50", THENCE RUN ALONG THE ARC OF SAID CURVE 493.66 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE ALONG SAID CURVE, HAVING A RADIUS OF 621.00 FEET, A CHORD BEARING OF S 14°51'50" E, A CHORD LENGTH OF 115.97 FEET, THROUGH A CENTRAL ANGLE OF 10°42'53", THENCE RUN ALONG THE ARC OF SAID CURVE 116.13 FEET TO THE POINT OF A NON-RADIAL LINE; THENCE S 36°02'27" E A DISTANCE OF 322.65 FEET; THENCE S 81°02'27" WEST A DISTANCE OF 127.28 FEET; THENCE N 36°02'27" E A DISTANCE OF 485.77 FEET TO THE POINT OF BEGINNING.

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## SECTION VII

# SECTION A



LATHAM, LUNA,  
EDEN & BEAUDINE, <sup>LLP</sup>

ATTORNEYS AT LAW

MICHAEL J. BEAUDINE  
JAN ALBANESE CARPENTER  
DANIEL H. COULTOFF  
JENNIFER S. EDEN  
DOROTHY F. GREEN  
BRUCE D. KNAPP  
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801  
[WWW.LATHAMLUNA.COM](http://WWW.LATHAMLUNA.COM)

JAY E. LAZAROVICH  
MARC L. LEVINE  
JUSTIN M. LUNA  
LORI T. MILVAIN  
BENJAMIN R. TAYLOR  
CHRISTINA Y. TAYLOR  
KRISTEN E. TRUCCO  
DANIEL A. VELASQUEZ

**To:** CDD Board of Supervisors

**From:** District Counsel (Jan Albanese Carpenter, Jay Lazarovich and Kristen Trucco)

**Re:** New Law Requiring Ethics Training for Elected Officials and Other Legislative Updates

**Date:** July 6, 2023

---

We are providing you with information about a new law which affects all CDD Board of Supervisors, as elected local officers of independent special districts.

Beginning on January 1, 2024, Section 112.3142, *Florida Statutes*, requires each elected local officer of an independent special district and each person who is appointed to fill a vacancy for an unexpired term to complete **four (4) hours of ethics training each calendar year**. This ethics training must address, at a minimum: Section 8, Article II of the Florida Constitution; the Code of Ethics for Public Officers and Employees; and Florida's public records and public meetings laws. A copy of Section 112.3142, *Florida Statutes* is attached to this document.

The required ethics training may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar or presentation, so long as the required subject matter is covered. We strongly recommend that you keep track of all of the ethics training you complete since you will be required to self-certify on your annual Form 1 that you have completed the required ethics training for that year.

There are ethics training resources available online at no cost to you. Specifically, FLC University is offering a virtual training on July 12, 2023, that will fulfill the four (4) hour requirement (<https://register.gotowebinar.com/register/1108128928632648288>), and Florida's Commission on Ethics (the "Commission") has provided several video links and other resources on their website to assist you in meeting this new requirement (<https://ethics.state.fl.us/Training/Training.aspx>).

According to the Commission, training "hours" may be measured in 50-minute increments and a combination two hours of ethics training, one hour of open meetings training and one hour of public records training is sufficient to satisfy the four-hour requirement (See CEO 13-15 and CEO 13-24).

We recommended that you complete this training requirement by July 1<sup>st</sup> each year in order to verify your compliance with the law on your Form 1 (Statement of Financial Interests). For new



Supervisors, the Legislature intends for this ethics training to be completed as close as possible to the date of assuming office. For Supervisors elected or appointed on or before March 31<sup>st</sup> of any given year, the annual training is required to be completed on or before December 31<sup>st</sup>. For Supervisors assuming a new office after March 31<sup>st</sup>, ethics training is not required for the calendar year in which his/her term of office began.

Other Legislative Updates:

Concealed Carry: There was a change in the law regarding concealed carry of firearms; however, we would like to remind you that under Section 790.06 (12)(a)(7), *Florida Statutes*, open carry of a handgun, concealed weapons and firearms are still prohibited in meetings of the governing body of a special district.

Technology Transparency: Beginning July 1, 2023, Section 112.23, *Florida Statutes*, prohibits any officer of a district from communicating with a social media platform to request removal of content or accounts from a social media platform, as well as initiating or maintaining any agreements or working relationships with a social media platform for the purpose of content moderation. We recommend any CDDs that maintain a Facebook page or any other social media account refrain from the prohibited conduct, unless it meets one of the exceptions as listed under Section 112.23(4), *Florida Statutes*, such as routine account management, including, but not limited to, the removal or revision of the governmental entity's content or account or identification of accounts falsely posing as a governmental entity or officer; an attempt to remove content or an account that pertains to the commission of a crime or violation of Florida's public records law; or an investigation or inquiry related to an effort to prevent imminent bodily harm, loss of life or property damage.

Government and Corporate Activism: Beginning on July 1, 2023, Section 287.05701, *Florida Statutes*, prohibits requesting documentation or consideration of a vendor's social, political or ideological interests and giving preference to a vendor based on the same, when considering government contracts. This section further requires any solicitation for the procurement of contractual services by the governing body of a special district to include a provision notifying vendors of the provisions of this section.

Please feel free to contact the District Manager or our office should you have any questions on these new laws or their requirements.

***Thank you.***

## CHAPTER 2023-121

### Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency ~~is shall~~ not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.

## SECTION VIII

# SECTION A

VillaSol CDD Action Items  
8/17/2023

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Gate Replacement/Access System	Showe/Wright	Ongoing	6/1/23	6/30/23	8/31/23	Vendor is awaiting Powder Coating of second gate set
2	Road Issue - Via Otero	Showe/Wright	Ongoing	6/1/23			TOHO Has verified this is stormwater related. GMS obtaining proposals to CCTV the line to determine repairs needed
3	Paver Repair at Front Gate	Showe/Wright	COMPLETE				
4	Rec Center AC Repair	Showe/Wright	Ongoing	6/1/23			Board approved NTE of \$8k when machine fails, GMS getting proposals - GMS recommends replacing unit before failure to lower monthly operational costs
5	Camera Access	Showe/Wright	On Hold	6/1/23			Staff contacting camera vendor to inquire about remote access, and updates needed for remote access at gatehouse - proposals provided for all repairs = Board requested to hold until electrical evaluation completed and more info on the system
6	Pool Equipment	Showe/Wright	On Hold	6/1/23			Staff getting proposals for pool equipment repair - Board would like to hold on spa repair until gas evaluation completed
7	Review of Spectrum Bill - Cubhouse	Showe/Wright	COMPLETE	6/1/23			GMS has reviewed and made changes to bills, estimate approx \$4k per year in savings
8	Gym Equipment	Showe/Wright	On Hold	6/1/23			Non-functional equipment removed
9	Hedge Issue at Entrance	Armans	Ongoing	6/1/23			Hedges were lowered, but after review of FDOT standards need to be removed and replaced with plants up to 18" in height. Working with the landscaper for proposals.
10	Waste Management Damage to Roads	Showe/Wright	Ongoing	6/1/23			GMS made contact with Osceola County WM to resolve fluid leak on road, GMS continues to contact and let them know work is not satisfactory. WM will not clean anymore, GMS verifying if additional steps can be taken, and obtaining proposals
11	Spike Installation Investigation	Showe/Wright	Ongoing	6/1/23			GMS obtaining proposals for repair to send a demand letter to vendor - Requesting proposals to remove spike strips completely and concrete in the hole. There are multiple mechanical failures and road issues that present major maintenance complications long term and are a nuisance to the residents.
12	Clubhouse Roof	Showe/Wright	Ongoing	6/7/23			GMS will provide additional evaluation and quote
13	Tow Vendor	Showe/Wright	COMPLETE	6/12/23			

## SECTION B



**VillaSol**  
COMMUNITY DEVELOPMENT DISTRICT

Check Register  
Fiscal Year 2023  
4/1/23 - 7/31/23

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
04/01/23 - 04/30/23	5605 - 5618	\$52,249.04
05/01/23 - 05/31/23	5625 - 5649	\$83,462.48
6/1/2023 -06/30/23	5656 - 5672	\$82,951.69
07/01/23 - 07/31/23	5673 - 5706	\$80,840.00
TOTAL		\$299,503.21

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER						RUN	8/09/23	PAGE	1
*** CHECK DATES 04/01/2023 - 07/31/2023 ***		VILLASOL - GENERAL FUND									
		BANK A VILLASOL - GENERAL									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #				
4/07/23	00015	3/01/23 725701	202304 320-53800-34501	MONITORING 4/1-6/30/23	*	1,665.84					
		3/01/23 725702	202304 320-53800-34501	APR 23 - MONITORING	*	7,337.13					
								9,002.97	005605		
4/07/23	00041	3/29/23 2127394	202303 310-51300-32200	AUDIT FY22	*	9,000.00					
								9,000.00	005606		
4/12/23	00004	3/21/23 458249	202303 340-53800-46000	REPLC TIMERS IRR WELL PMP	*	3,767.44					
		3/28/23 458306	202303 340-53800-46000	REPLC TIME CLOCK MAIN ENT	*	612.09					
		4/01/23 458283	202304 340-53800-46200	APR 23 - LANDSCAPE MAINT	*	5,000.00					
		4/12/23 548140	202304 340-53800-46000	DUP PAY INV#458140	*	1,750.00-					
		4/12/23 548141	202304 340-53800-46000	DUP PAY INV#548141	*	1,200.00-					
								6,429.53	005607		
4/12/23	00017	4/01/23 18328	202303 310-51300-31500	MAR 23 - GENERAL MATTERS	*	5,070.00					
								5,070.00	005608		
4/12/23	00018	3/23/23 91871	202303 310-51300-34000	MAR 23 - MGMT FEES	*	4,034.17					
		3/23/23 91871	202303 320-53800-34000	MAR 23 - FIELD SERVICES	*	4,000.00					
		3/23/23 91871	202303 310-51300-42000	MAR 23 - POSTAGE	*	12.00					
		3/23/23 91871	202303 340-53800-46000	CAINE & WEINER CO	*	362.49					
		3/23/23 91871	202303 340-53800-46000	WOVS02222023	*	300.00					
		3/23/23 91871	202303 310-51300-49000	RECORD STORAGE FEE	*	105.00					
								8,813.66	005609		
4/12/23	00028	4/01/23 21141	202304 310-51300-49500	WEBSITE SV/ADA COMPLIANCE	*	388.13					
								388.13	005610		
4/12/23	00007	3/20/23 1146	202303 330-57200-34500	SECURITY 3/06-3/19/23	*	1,260.98					
								1,260.98	005611		
VILA VILLASOL CDD SNEEROOA											

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER						RUN 8/09/23		PAGE 2	
*** CHECK DATES 04/01/2023 - 07/31/2023 ***		VILLASOL - GENERAL FUND									
		BANK A VILLASOL - GENERAL									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	.....CHECK..... AMOUNT #			
4/18/23	00037	4/12/23 AFE2B974	202304 310-51300-48000	LEGAL AND PUBLIC NOTICE		*	55.34				
				OSCEOLA NEWS-GAZETTE				55.34	005612		
4/21/23	00004	4/03/23 458319	202304 340-53800-46000	REMOVE OAK TREE		*	2,500.00				
				BLADE RUNNERS COMMERCIAL				2,500.00	005613		
4/21/23	00020	4/10/23 62341	202304 320-53800-46004	RESET BARRIER ARM		*	95.00				
		4/14/23 62265	202304 320-53800-46004	INST BARRIER ARM		*	1,273.88				
				ENVERA SYSTEMS				1,368.88	005614		
4/21/23	00007	4/03/23 1150	202304 320-53800-34500	SECURITY 3/20-4/2/23		*	1,173.00				
				MAGNOSEC, CORP.				1,173.00	005615		
4/21/23	00010	4/01/23 PSI-6460	202304 320-53800-46800	APR 23 LAKE/WETLAND MAINT		*	688.42				
				SOLITUDE LAKE MANAGEMENT				688.42	005616		
4/21/23	00013	3/06/23 43170627	202303 330-57200-46001	PEST CONTROL 3/6/23		*	87.00				
				TERMINIX (AUTO-PAY)				87.00	005617		
4/21/23	00036	3/24/23 6871819	202303 310-51300-32300	SR 2018A1/A2 TRUSTEE FEES		*	6,411.13				
				U.S. BANK				6,411.13	005618		
5/10/23	00004	4/13/23 458337	202304 340-53800-46000	FIX BROKEN LINES		*	1,288.03				
				BLADE RUNNERS COMMERCIAL				1,288.03	005625		
5/10/23	00005	4/19/23 2268258-	202303 310-51300-31100	ENG SVC THRU 3/31/23		*	4,455.00				
		4/19/23 2268258-	202303 310-51300-31100	ENG SVC THRU 3/31/23		*	185.00				
				DEWBERRY ENGINEERS INC.				4,640.00	005626		
5/10/23	00015	4/05/23 727034	202304 320-53800-34501	APR 23 - MONITORING		*	499.75				
				ENVERA				499.75	005627		
5/10/23	00021	4/25/23 49461	202304 330-57200-46001	REPAIR TREADMILL		*	160.00				
				EXERCISE SYSTEMS				160.00	005628		
				VILA VILLASOL CDD SNEEROOA							

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	8/09/23	PAGE	3
*** CHECK DATES 04/01/2023 - 07/31/2023 ***														
VILLASOL - GENERAL FUND														
BANK A VILLASOL - GENERAL														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/10/23	00007	4/17/23 1174	202304 320-53800-34500	SECURITY 4/3-4/16/23	*	1,173.00	
				MAGNOSEC, CORP.			1,173.00 005629
5/10/23	00022	4/05/23 9241	202303 340-53800-46000	MAR 23 - PURCHASES	*	113.53	
				HOME DEPOT CREDIT SERVICES			113.53 005630
5/18/23	00017	5/02/23 18374	202304 310-51300-31500	APR 23 - GENERAL MATTERS	*	270.00	
				CLARK & ALBAUGH, LLP			270.00 005635
5/18/23	00021	5/03/23 49395	202305 330-57200-46001	NEW POWER CORD	*	147.00	
				EXERCISE SYSTEMS			147.00 005636
5/18/23	00025	5/09/23 8-124-99	202305 310-51300-42000	DELIVERIES THRU 5/3/23	*	24.89	
				FEDEX			24.89 005637
5/23/23	00004	5/01/23 458376	202305 340-53800-46200	MAY 23 - LANDSCAPE MAINT	*	5,000.00	
		5/02/23 458393	202305 340-53800-46000	FIX BRKN HEADS CLUBHOUSE	*	794.65	
		5/04/23 458413	202305 340-53800-46000	REPL BACK TIMER ON ISLAND	*	454.68	
				BLADE RUNNERS COMMERCIAL			6,249.33 005638
5/23/23	00006	5/03/23 112733	202304 310-51300-31500	APR 23 - GENERAL MATTERS	*	5,310.00	
				LATHAM, LUNA, EDEN & BEAUDINE			5,310.00 005639
5/23/23	00007	5/02/23 1189	202304 320-53800-34500	SECURITY 4/17-4/30/23	*	1,173.00	
				MAGNOSEC, CORP.			1,173.00 005640
5/23/23	00010	5/01/23 PSI-7619	202305 320-53800-46800	MAY 23 LAKE/WETLAND MAINT	*	688.42	
				SOLITUDE LAKE MANAGEMENT			688.42 005641
5/23/23	00012	5/01/23 50469	202305 330-57200-46500	MAY 23 - POOLS	*	1,553.00	
				TECHNI-POOLS			1,553.00 005642
5/23/23	00013	5/23/23 43282927	202305 330-57200-46001	APR PEST CONTROL	*	87.00	
				TERMINIX (AUTO-PAY)			87.00 005643

VILA VILLASOL CDD SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/26/23	00006	5/03/23 112733-1	202304 310-51300-31500		*	8,431.50	
		APR 23 - GENERAL MATTERS		LATHAM, LUNA, EDEN & BEAUDINE			8,431.50 005644
5/26/23	00007	5/15/23 1201	202305 320-53800-34500		*	1,173.00	
		SECURITY 5/1-5/14/23		MAGNOSEC, CORP.			1,173.00 005645
5/26/23	00008	5/05/23 54485	202305 320-53800-34500		*	265.28	
		SERVICE 5/4		OSCEOLA COUNTY SHERIFF'S OFFICE			265.28 005646
5/26/23	00022	5/05/23 9241	202304 340-53800-46000		*	27.70	
		APR 23 - PURCHASES		HOME DEPOT CREDIT SERVICES			27.70 005647
5/24/23	00038	5/24/23 05242023	202305 300-20700-10000		*	15,711.48	
		TRANSFER TAX COLLECTIONS		VILLASOL CDD C/O US BANK N.A.			15,711.48 005648
5/31/23	00018	5/02/23 95199	202305 310-51300-34000		*	4,034.17	
		MAY 23 - MGMT FEES			*	4,000.00	
		5/02/23 95199	202305 320-53800-34000		*		
		MAY 23 - FIELD MGMT FEE			*	8.40	
		5/02/23 95199	202305 310-51300-42000		*		
		MAY 23 - POSTAGE			*	64.20	
		5/02/23 95199	202305 310-51300-42500		*		
		MAY 23 - COPIES			*	125.00	
		5/02/23 95199	202305 310-51300-34000		*		
		MAY 23 - PROJECT MGR FEE			*	57.49	
		5/02/23 95199	202305 330-57200-34500		*		
		MAY 23 - ADT SECURITY			*	60.63	
		5/02/23 95199	202305 330-57200-46003		*		
		SHOWER VALVE INSTALLATION			*	105.00	
		5/02/23 95199	202305 310-51300-49000		*		
		MAY 23 - RECORD STORAGE			*	447.15	
		5/02/23 95199	202305 310-51300-49000		*		
		RECORDS TRANSFER			*	9.60	
		5/02/23 95199	202305 310-51300-49000		*		
		MAY 23 - POSTAGE			*	4,034.17	
		5/16/23 94935	202304 310-51300-34000		*		
		APR 23 - MGMT FEES			*	4,000.00	
		5/16/23 94935	202304 320-53800-34000		*		
		APR 23 - FIELD MGMT			*	14.40	
		5/16/23 94935	202304 310-51300-42000		*		
		APR 23 - POSTAGE					

VILA VILLASOL CDD SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		5/16/23	94935 202304 310-51300-34000 APR 23 - PROJECT MGR FEE		*	437.50	
		5/16/23	94935 202304 310-51300-49000 APR 23 - RECORD STORAGE		*	105.00	
		5/16/23	94935 202304 330-57200-34500 APR 23 - ADT SECURITY		*	125.34	
		5/16/23	94935 202304 330-57200-34500 ADT SEC ALARM SVC		*	57.49	
		5/16/23	94935 202304 340-53800-46000 BAY STATE ALARM		*	481.62	
		5/16/23	94935 202304 330-57200-46001 ANNUAL FIRE EXT. INSP.		*	241.07	
		5/31/23	95318 202305 310-51300-34000 TERMINATION SETTLEMENT		*	16,068.34	
				INFRAMARK, LLC			34,476.57 005649
6/10/23	00002	6/01/23	3494 202306 320-53800-60200 DEPOSIT - NEW GATE EQUIP		*	31,140.00	
				KINGS ACCESS CONTROL SOLUTIONS, LLC			31,140.00 005656
6/21/23	00003	6/04/23	05029 202306 320-53800-46001 OIL SPILL ON ROAD		*	400.00	
				BENNY'S PRESSURE WASHING			400.00 005657
6/21/23	00004	6/01/23	458478 202306 340-53800-46200 JUN 23 - LANDSCAPE		*	5,000.00	
		6/01/23	458479 202306 340-53800-46000 IRRIGATION REPAIRS		*	2,796.06	
				BLADE RUNNERS COMMERCIAL			7,796.06 005658
6/21/23	00005	5/22/23	2281864 202304 310-51300-31100 SERVICE THRU 04/28/23		*	3,492.50	
				DEWBERRY ENGINEERS INC.			3,492.50 005659
6/21/23	00001	6/01/23	3 202306 310-51300-34000 JUN 23 - MGMT FEE		*	4,083.33	
		6/01/23	3 202306 310-51300-49500 JUN 23 - WEBSITE ADMIN		*	100.00	
		6/01/23	3 202306 310-51300-35100 JUN 23 - INFORMATION TECH		*	150.00	
		6/01/23	4 202306 320-53800-34000 JUN 23 - FIELD MGMT		*	4,786.67	
				GMS-CF, LLC			9,120.00 005660
6/21/23	00006	6/05/23	114686 202305 310-51300-31500 SERVICE THRU 05/31/23		*	10,228.10	
				LATHAM, LUNA, EDEN & BEAUDINE			10,228.10 005661
				VILA VILLASOL CDD SNEEROOA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/21/23	00007	6/12/23 1248	202306 330-57200-34500	SECURITY THRU 06/11/23	*	1,173.00	
				MAGNOSEC, CORP.			1,173.00 005662
6/21/23	00008	5/24/23 54565	202305 330-57200-34600	SERVICE 5/23 - 6/03	*	1,326.40	
				OSCEOLA COUNTY SHERIFF'S OFFICE			1,326.40 005663
6/21/23	00009	6/02/23 4504	202306 330-57200-34501	TROUBLESHOOTING	*	137.29	
				SERVUSAT, LLC			137.29 005664
6/21/23	00010	6/01/23 84912	202306 320-53800-46800	JUN 23 LAKE MAINT.	*	688.42	
				SOLITUDE LAKE MANAGEMENT			688.42 005665
6/21/23	00011	5/28/23 20174640	202306 330-57200-41050	INTERNET 5/28 - 6/27/23	*	239.96	
				SPECTRUM CHARTER (AUTOPAY)			239.96 005666
6/21/23	00012	6/01/23 50829	202306 330-57200-46500	JUN 23 - POOL SERVICE	*	1,553.00	
				TECHNI-POOLS			1,553.00 005667
6/21/23	00013	6/15/23 43397234	202305 330-57200-49000	PEST CONTROL 05/02/23	*	87.00	
				TERMINIX (AUTO-PAY)			87.00 005668
6/21/23	00014	5/25/23 0082847-	202306 330-57200-43200	SERVICE 06/01-06/30	*	576.34	
				WASTE MANAGEMENT (AUTOPAY)			576.34 005669
6/27/23	00005	6/14/23 2295436	202305 310-51300-31100	ENG SVC THRU 5/26/23	*	7,182.50	
				DEWBERRY ENGINEERS INC.			7,182.50 005670
6/27/23	00048	6/06/23 PROP-662	202306 320-53800-46001	50% DEP PAVERS REPAIR	*	3,900.00	
		6/12/23 PROP-612	202306 320-53800-46001	50% DP FOUNDATION/ASPHALT	*	2,850.00	
				MATAO BRICK PAVERS INC.			6,750.00 005671
6/27/23	00008	6/08/23 54617	202306 330-57200-34500	SERVICE 6/7-6/12/23	*	1,061.12	
				OSCEOLA COUNTY SHERIFF'S OFFICE			1,061.12 005672

VILA VILLASOL CDD SNEEROOA







CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/27/23	00050	7/03/23 40383592	202307 330-57200-34501 JUL 23 ADT ALARM		*	49.99	
			ADT SECURITY AUTO-PAY				49.99 005691
7/27/23	00049	6/19/23 709740	202306 320-53800-43000 SVC 05/10-06/09/23		*	1,839.10	
		6/19/23 770990	202306 320-53800-43000 SVC 05/10-06/09/23		*	57.30	
		6/19/23 774280	202306 320-53800-43000 SVC 05/10-06/09/23		*	55.47	
		6/19/23 779000	202306 320-53800-43000 SVC 05/10-06/09/23		*	63.23	
		6/19/23 816360	202306 320-53800-43000 SVC 05/10-06/09/23		*	150.07	
		6/19/23 842000	202306 330-57200-43000 SVC 05/10-06/09/23		*	1,252.41	
			KISSIMMEE UTILITY AUTH (AUTOPAY)				3,417.58 005692
7/27/23	00014	6/30/23 0090182-	202307 330-57200-43200 SERVICE 07/01-07/31/23		*	626.43	
			WASTE MANAGEMENT (AUTOPAY)				626.43 005693
7/28/23	00004	8/01/23 458591	202308 340-53800-46000 AUG 23 - LANDSCAPE		*	5,000.00	
			BLADE RUNNERS COMMERCIAL				5,000.00 005694
7/28/23	00007	6/26/23 1263	202306 320-53800-34500 SECURITY 6/12-6/25/23		*	1,173.00	
		7/24/23 1301	202307 320-53800-34500 SECURITY 7/10-7/23/23		*	1,173.00	
			MAGNOSEC, CORP.				2,346.00 005695
7/28/23	00008	7/04/23 465	202307 330-57200-34600 SHERIFF SVC 7/03-07/15/23		*	1,276.32	
			OSCEOLA COUNTY SHERIFF'S OFFICE				1,276.32 005696
7/28/23	00037	5/18/23 82744596	202305 310-51300-48000 LEGAL&PUBLIC NOTICE 05/25		*	55.34	
			OSCEOLA NEWS-GAZETTE				55.34 005697
7/01/23	00011	7/14/23 20004370	202307 330-57200-41050 C/H INT 05/06-06/06/23		*	134.30	
			SPECTRUM CHARTER (AUTOPAY)				134.30 005698
7/01/23	00040	6/06/23 00077428	202305 320-53800-43100 SVC 05/06/23-06/06/23		*	24.56	

VILA VILLASOL CDD SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		6/06/23	00081636 202305 320-53800-43100 SVC 05/06/23-06/06/23		*	64.68	
		6/06/23	00084200 202305 330-57200-43100 SVC 05/06/23-06/06/23		*	447.76	
		6/06/23	00125748 202305 320-53800-43100 SVC 05/06/23-06/06/23		*	35.76	
TOHO WATER AUTHORITY (AUTOPAY)							572.76 005699
7/01/23	00011	7/17/23	20057170 202307 330-57200-41050 C/H TV&INT 07/17-08/16		*	294.16	
		7/28/23	20174640 202307 320-53800-46004 G/H INT 07/28-08/27		*	239.97	
SPECTRUM CHARTER (AUTOPAY)							534.13 005700
7/31/23	00013	7/03/23	43627218 202307 330-57200-46001 JUL PEST CONTROL		*	87.00	
TERMINIX (AUTO-PAY)							87.00 005706
TOTAL FOR BANK A						299,503.21	
TOTAL FOR REGISTER						299,503.21	

# SECTION C

***VillaSol***  
***Community Development District***

***Unaudited Financial Reporting***  
***July 31, 2023***



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8	<u>Assessment Receipt Schedule</u>

**VillaSol**  
**Community Development District**  
**Combined Balance Sheet**  
**July 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 246,246	\$ -	\$ 246,246
Accounts Receivable	26,936	-	26,936
<u>Investments:</u>			
Money Market Account	410,867	-	410,867
<u>Series 2018</u>			
Reserve A-1	-	87,273	87,273
Reserve A-2	-	17,938	17,938
Revenue	-	130,237	130,237
Prepaid Expenses	7,671	-	7,671
Deposits	4,074	-	4,074
<b>Total Assets</b>	<b>\$ 695,794</b>	<b>\$ 235,447</b>	<b>\$ 931,241</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 10,554	\$ -	\$ 10,554
<b>Total Liabilities</b>	<b>\$ 10,554</b>	<b>\$ -</b>	<b>\$ 10,554</b>
<b>Fund Balance:</b>			
Nonspendable:			
Prepaid Items	\$ 7,671	\$ -	\$ 7,671
Deposits	4,074	-	4,074
Restricted for:			
Debt Service - Series	-	235,447	235,447
Unassigned	673,495	-	673,495
<b>Total Fund Balances</b>	<b>\$ 685,240</b>	<b>\$ 235,447</b>	<b>\$ 920,687</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 695,794</b>	<b>\$ 235,447</b>	<b>\$ 931,241</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/23	Thru 07/31/23	Variance
<b><u>Revenues:</u></b>				
Special Assessments - Tax Roll	\$ 764,307	\$ 764,307	\$ 770,912	\$ 6,605
Interest	2,000	1,667	10,174	8,507
Room Rentals	2,500	2,083	6,254	4,171
Access Cards	4,000	3,333	2,453	(880)
<b>Total Revenues</b>	<b>\$ 772,807</b>	<b>\$ 771,390</b>	<b>\$ 789,793</b>	<b>\$ 18,402</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 8,000	\$ 5,000	\$ 4,800	\$ 200
PR-FICA	612	383	367	15
Engineering	27,200	22,667	53,390	(30,723)
Attorney	25,000	20,833	51,622	(30,788)
Annual Audit	6,250	6,250	9,000	(2,750)
Assessment Administration	5,150	5,150	5,150	-
Arbitrage Rebate	600	600	600	-
Dissemination Agent	1,000	833	-	833
Trustee Fees	6,410	6,410	6,411	(1)
Management Fees	48,410	40,342	57,071	(16,729)
Property Appraiser	400	400	268	132
Information Technology	-	-	300	(300)
Website Maintenance	2,150	1,792	3,667	(1,875)
Telephone	3,600	3,000	-	3,000
Postage & Delivery	1,600	1,333	357	977
Insurance General Liability	22,337	22,337	16,069	6,268
Printing & Binding	4,000	3,333	127	3,207
Legal Advertising	1,000	833	252	581
Other Current Charges	1,000	833	1,162	(329)
Office Supplies	400	333	1	333
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 165,294</b>	<b>\$ 142,838</b>	<b>\$ 210,789</b>	<b>\$ (67,951)</b>



**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2023**

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Field Management	\$ 48,000	\$ 40,000	\$ 41,573	\$ (1,573)
Security Services	88,045	73,371	77,045	(3,674)
Electric	46,000	38,333	21,603	16,731
Water & Sewer	-	-	2,996	(2,996)
Landscape Maintenance	59,352	49,460	49,612	(152)
Lake Maintenance	8,034	6,695	6,764	(69)
R&M Common Area	3,500	3,500	25,590	(22,090)
R&M Other Landscape	10,000	8,333	3,700	4,633
R&M Gatehouse	9,000	7,500	5,603	1,897
R&M Roads & Alleyways	20,000	16,667	30,434	(13,767)
R&M Signage	863	719	531	188
R&M Pipe Inlet and Structure	183,700	93,183	93,183	-
Property Taxes	540	450	483	(33)
Access Control Software	1,100	917	500	417
Bar Codes	2,000	1,667	-	1,667
Capital Outlay	-	-	31,140	(31,140)
<b>Subtotal Field Expenditures</b>	<b>\$ 480,134</b>	<b>\$ 340,795</b>	<b>\$ 390,758</b>	<b>\$ (49,963)</b>
<b>Parks and Recreation Expenditures</b>				
Security Services	\$ 6,663	\$ 5,553	\$ 5,238	\$ 315
Sheriff Service	7,500	6,250	8,745	(2,495)
Pool Maintenance	7,740	6,450	12,932	(6,482)
Fountain Maintenance	1,588	1,323	1,426	(102)
Electric	-	-	12,650	(12,650)
Water & Sewer	-	-	2,144	(2,144)
Internet Clubhouse	-	-	3,800	(3,800)
Refuse Removal	4,200	3,500	5,986	(2,486)
R&M Clubhouse	11,000	9,167	5,826	3,340
R&M Pools	9,700	8,083	1,985	6,098
R&M Parks	500	417	-	417
R&M Tennis Courts	500	417	-	417
Access Control Software	500	417	507	(91)
Contingency	8,000	6,667	140	6,527
<b>Subtotal Amenity Expenditures</b>	<b>\$ 57,891</b>	<b>\$ 48,243</b>	<b>\$ 61,378</b>	<b>\$ (13,136)</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 538,025</b>	<b>\$ 389,037</b>	<b>\$ 452,137</b>	<b>\$ (63,099)</b>
<b>Total Expenditures</b>	<b>\$ 703,319</b>	<b>\$ 531,875</b>	<b>\$ 662,926</b>	<b>\$ (131,050)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 69,488</b>	<b>\$ 239,515</b>	<b>\$ 126,867</b>	<b>\$ (112,648)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 69,488</b>	<b>\$ 239,515</b>	<b>\$ 126,867</b>	<b>\$ (112,648)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 558,374</b>		<b>\$ 558,373</b>	
<b>Fund Balance - Ending</b>	<b>\$ 627,862</b>		<b>\$ 685,240</b>	

**VillaSol**  
**Community Development District**  
**Debt Service Fund Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2023**

	Adopted Budget	Prorated Budge Thru 07/31/23	Actual Thru 07/31/23	Variance
<b><u>Revenues:</u></b>				
Assessments - Tax Roll	\$ 209,393	\$ 209,393	\$ 209,897	\$ 504
Interest	100	83	\$416.06	333
<b>Total Revenues</b>	<b>\$ 209,493</b>	<b>\$ 209,476</b>	<b>\$ 210,313</b>	<b>\$ 837</b>
<b><u>Expenditures:</u></b>				
<b><u>Series 2018 A-1</u></b>				
Interest A-1 - Nov 1st	\$ 25,476	\$ 25,476	\$ 25,476	\$ -
Interest A-1 - May 1st	7,381	7,381	7,381	-
Special Call - Nov 1st	-	-	5,000	(5,000)
Principal A-1 - May 1st	125,000	125,000	120,000	5,000
<b><u>Series 2018 A-2</u></b>				
Interest A-2 - Nov 1st	25,476	25,476	25,419	56
Interest A-2 - May 1st	7,381	7,381	7,381	-
Principal A-2 - May 1st	20,000	20,000	20,000	-
<b>Total Expenditures</b>	<b>\$ 210,714</b>	<b>\$ 210,714</b>	<b>\$ 210,658</b>	<b>\$ 56</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (1,221)</b>	<b>\$ (1,237)</b>	<b>\$ (344)</b>	<b>\$ 893</b>
<b>Net Change in Fund Balance</b>	<b>\$ (1,221)</b>	<b>\$ (1,237)</b>	<b>\$ (344)</b>	<b>\$ 893</b>
<b>Fund Balance - Beginning</b>	<b>\$ 235,791</b>		<b>\$ 235,791</b>	
<b>Fund Balance - Ending</b>	<b>\$ 234,570</b>		<b>\$ 235,447</b>	

**VillaSol**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Special Assessments - Tax Roll	\$ -	\$ 53,729	\$ 588,964	\$ 20,703	\$ 14,625	\$ 17,964	\$ 25,166	\$ 16,630	\$ 33,029	\$ 100	\$ -	\$ -	\$ 770,912
Interest	689	427	508	509	834	1,095	1,440	1,521	1,478	1,672	-	-	10,174
Room Rentals	386	826	1,157	1,026	(69)	1,330	892	(224)	(850)	1,779	-	-	6,254
Access Cards								1,731	550	172	-	-	2,453
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 1,076</b>	<b>\$ 54,982</b>	<b>\$ 590,630</b>	<b>\$ 22,238</b>	<b>\$ 15,390</b>	<b>\$ 20,390</b>	<b>\$ 27,499</b>	<b>\$ 19,658</b>	<b>\$ 34,207</b>	<b>\$ 3,723</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 789,793</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ 1,400	\$ 800	\$ -	\$ -	\$ -	\$ 4,800
PR-FICA	-	77	-	61	-	61	-	107	61	-	-	-	367
Engineering	5,553	4,675	2,478	6,370	2,308	4,640	3,493	7,183	16,693	-	-	-	53,390
Attorney	2,820	3,026	696	5,031	3,504	5,070	14,012	10,228	7,236	-	-	-	51,622
Annual Audit	-	-	-	-	-	9,000	-	-	-	-	-	-	9,000
Assessment Administration	-	-	5,150	-	-	-	-	-	-	-	-	-	5,150
Arbitrage Rebate	-	-	-	600	-	-	-	-	-	-	-	-	600
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	6,411	-	-	-	-	-	-	6,411
Management Fees	4,034	4,034	4,034	4,034	4,034	4,034	4,472	20,228	4,083	4,083	-	-	57,071
Property Appraiser	-	-	-	-	-	268	-	-	-	-	-	-	268
Information Technology	-	-	-	-	-	-	-	-	150	150	-	-	300
Website Maintenance	404	-	-	925	-	-	388	-	100	1,850	-	-	3,667
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	61	22	41	39	46	62	14	33	-	39	-	-	357
Insurance General Liability	16,069	-	-	-	-	-	-	-	-	-	-	-	16,069
Printing & Binding	8	-	3	-	30	-	-	64	-	22	-	-	127
Legal Advertising	71	71	-	-	-	-	55	55	-	-	-	-	252
Other Current Charges	108	52	51	89	70	105	105	562	20	-	-	-	1,162
Office Supplies	-	-	-	-	-	-	-	-	-	1	-	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 29,302</b>	<b>\$ 12,957</b>	<b>\$ 12,452</b>	<b>\$ 17,949</b>	<b>\$ 9,992</b>	<b>\$ 30,452</b>	<b>\$ 22,539</b>	<b>\$ 39,860</b>	<b>\$ 29,143</b>	<b>\$ 6,144</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210,789</b>

**VillaSol**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Field Management	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,787	\$ 4,787	\$ -	\$ -	\$ 41,573
Security Services	9,771	9,876	9,351	10,523	9,771	9,859	10,856	3,519	2,346	1,173	-	-	77,045
Electric	2,199	2,238	2,150	2,182	2,184	2,216	2,143	2,145	2,145	2,000	-	-	21,603
Water & Sewer	491	510	498	542	127	51	176	200	200	200	-	-	2,996
Landscape Maintenance	4,946	4,666	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	49,612
Lake Maintenance	648	668	668	668	668	688	688	688	688	688	-	-	6,764
R&M Common Area	-	2,999	1,043	3,705	5,020	5,788	1,347	2,552	2,796	339	-	-	25,590
R&M Other Landscape	750	-	-	2,950	-	-	-	-	-	-	-	-	3,700
R&M Gatehouse	-	240	244	2,031	520	240	1,609	240	240	240	-	-	5,603
R&M Roads & Alleyways	19,134	-	-	-	-	-	-	-	7,150	4,150	-	-	30,434
R&M Signage	450	-	-	-	-	37	-	-	45	-	-	-	531
R&M Pipe Inlet and Structure	80,884	5,446	-	-	6,853	-	-	-	-	-	-	-	93,183
Property Taxes	-	483	-	-	-	-	-	-	-	-	-	-	483
Access Control Software	-	-	-	-	-	-	500	-	-	-	-	-	500
Bar Codes	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	31,140	-	-	-	31,140
<b>Subtotal Field Expenditures</b>	<b>\$ 123,273</b>	<b>\$ 31,127</b>	<b>\$ 22,954</b>	<b>\$ 31,601</b>	<b>\$ 34,144</b>	<b>\$ 27,879</b>	<b>\$ 26,320</b>	<b>\$ 18,345</b>	<b>\$ 56,537</b>	<b>\$ 18,577</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 390,758</b>
<b>Parks and Recreation Expenditures</b>													
Security Services	\$ 1,666	\$ -	\$ -	\$ 1,666	\$ -	\$ -	\$ 1,849	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ 5,238
Sheriff Service	-	203	-	203	-	-	-	5,040	3,714	(416)	-	-	8,745
Pool Maintenance	508	1,553	1,553	1,553	1,553	1,553	-	1,553	1,553	1,553	-	-	12,932
Fountain Maintenance	-	1,426	-	-	-	-	-	-	-	-	-	-	1,426
Electric	1,436	1,528	1,256	1,087	1,142	1,219	1,285	1,249	1,249	1,200	-	-	12,650
Water & Sewer	127	105	50	142	288	178	653	200	200	200	-	-	2,144
Internet Clubhouse	-	400	400	428	428	428	428	428	428	428	-	-	3,800
Refuse Removal	607	1,238	-	585	598	591	584	581	576	626	-	-	5,986
R&M Clubhouse	2,722	87	87	530	1,417	87	401	321	174	-	-	-	5,826
R&M Pools	(132)	-	-	125	-	1,932	-	61	-	-	-	-	1,985
R&M Parks	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Tennis Courts	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Control Software	-	161	-	-	159	-	-	-	137	50	-	-	507
Contingency	40	-	18	82	-	-	-	-	-	-	-	-	140
<b>Subtotal Amenity Expenditures</b>	<b>\$ 6,973</b>	<b>\$ 6,700</b>	<b>\$ 3,364</b>	<b>\$ 6,400</b>	<b>\$ 5,585</b>	<b>\$ 5,988</b>	<b>\$ 5,201</b>	<b>\$ 9,491</b>	<b>\$ 8,032</b>	<b>\$ 3,642</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,378</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 130,246</b>	<b>\$ 37,828</b>	<b>\$ 26,318</b>	<b>\$ 38,002</b>	<b>\$ 39,730</b>	<b>\$ 33,867</b>	<b>\$ 31,521</b>	<b>\$ 27,836</b>	<b>\$ 64,569</b>	<b>\$ 22,220</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 452,137</b>
<b>Total Expenditures</b>	<b>\$ 159,548</b>	<b>\$ 50,784</b>	<b>\$ 38,770</b>	<b>\$ 55,951</b>	<b>\$ 49,721</b>	<b>\$ 64,319</b>	<b>\$ 54,059</b>	<b>\$ 67,696</b>	<b>\$ 93,712</b>	<b>\$ 28,364</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 662,926</b>
<b>Excess (Deficiency) of Revenues over Expenses</b>	<b>\$ (158,472)</b>	<b>\$ 4,198</b>	<b>\$ 551,859</b>	<b>\$ (33,713)</b>	<b>\$ (34,332)</b>	<b>\$ (43,930)</b>	<b>\$ (26,560)</b>	<b>\$ (48,038)</b>	<b>\$ (59,505)</b>	<b>\$ (24,641)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,867</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (158,472)</b>	<b>\$ 4,198</b>	<b>\$ 551,859</b>	<b>\$ (33,713)</b>	<b>\$ (34,332)</b>	<b>\$ (43,930)</b>	<b>\$ (26,560)</b>	<b>\$ (48,038)</b>	<b>\$ (59,505)</b>	<b>\$ (24,641)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,867</b>

**VillaSol**  
**Community Development District**  
**Long Term Debt Report**

Series 2018 A-1, Special Assessment Revenue Refunding Bonds		
Interest Rate:	2.000%, 2.125%, 2.250%, 2.400%, 2,500%, 2.625%, 2.875%, 3.000%, 3.250%, 3.4000%	
Maturity Date:	5/1/2034	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$87,273	
Reserve Fund Balance	\$87,273	
Bonds Outstanding - 2/1/2018		\$2,145,000
Less: Principal Payment - 5/1/19		(\$110,000)
Less: Principal Payment - 5/1/20		(\$110,000)
Less: Principal Payment - 5/1/21		(\$115,000)
Less: Principal Payment - 5/1/22		(\$115,000)
Special Call - 5/1/22		(\$5,000)
Less: Principal Payment - 5/1/23		(\$120,000)
<b>Current Bonds Outstanding</b>		<b>\$1,570,000</b>

Series 2018 A-2, Special Assessment Revenue Refunding Bonds		
Interest Rate:	4.625%, 5.000%	
Maturity Date:	5/1/2034	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$17,938	
Reserve Fund Balance	\$17,938	
Bonds Outstanding - 2/1/2018		\$370,000
Less: Principal Payment - 5/1/19		(\$15,000)
Less: Principal Payment - 5/1/20		(\$15,000)
Less: Principal Payment - 5/1/21		(\$15,000)
Less: Principal Payment - 5/1/22		(\$20,000)
Less: Principal Payment - 5/1/23		(\$20,000)
<b>Current Bonds Outstanding</b>		<b>\$285,000</b>

**VillaSol**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - Osceola County**  
**Fiscal Year 2023**

Gross Assessments \$ 813,093.00 \$ 221,580.00 \$ 1,034,673.00  
Net Assessments \$ 764,307.42 \$ 209,393 \$ 973,700.42

**ON ROLL ASSESSMENTS**

allocation in % 78.58% 21.42% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/ Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>2018 Debt Service</i>	<i>Total</i>
11/18/22		\$ 14,875.02	\$ 785.41	\$ 281.79	\$ -	\$ 13,807.82	\$ 10,850.81	\$ 2,957.01	\$ 13,807.82
11/22/22		57,996.83	2,319.93	1,113.54	-	54,563.36	42,878.36	11,685.00	54,563.36
12/09/22		739,231.92	29,569.61	14,193.25	-	695,469.06	546,531.15	148,937.91	695,469.06
12/22/22		57,286.42	2,187.46	1,101.98	-	53,996.98	42,433.28	11,563.70	53,996.98
01/10/23		19,489.89	584.70	378.10	-	18,527.09	14,559.43	3,967.66	18,527.09
01/10/23		7,552.92	208.76	146.88	-	7,197.28	5,655.95	1,541.33	7,197.28
01/24/23		-	-	-	488.09	488.09	488.09	-	488.09
02/09/23		18,176.00	411.32	355.29	-	17,409.39	13,681.09	3,728.30	17,409.39
02/09/23		1,263.57	37.90	24.52	-	1,201.15	943.92	257.23	1,201.15
03/10/23		23,562.20	235.62	466.53	-	22,860.05	17,964.46	4,895.59	22,860.05
04/11/23		6,357.87	-	127.15	-	6,230.72	4,896.38	1,334.34	6,230.72
04/11/23		26,187.68	-	523.76	-	25,663.92	20,167.87	5,496.05	25,663.92
04/24/23		-	-	-	102.05	102.05	102.05	-	102.05
05/10/23		19,188.15	(503.95)	393.85	-	19,298.25	15,165.44	4,132.81	19,298.25
05/10/23		1,864.40	(37.01)	38.02	-	1,863.39	1,464.34	399.05	1,863.39
06/12/23		6,396.05	(191.88)	131.76	-	6,456.17	5,073.55	1,382.62	6,456.17
06/16/23		35,242.93	(1,057.32)	726.01	-	35,574.24	27,955.85	7,618.39	35,574.24
07/27/23		-	-	-	99.82	99.82	99.82	-	99.82
<b>TOTAL</b>		<b>\$ 1,034,671.85</b>	<b>\$ 34,550.55</b>	<b>\$ 20,002.43</b>	<b>\$ 689.96</b>	<b>\$ 980,808.83</b>	<b>\$ 770,911.84</b>	<b>\$ 209,896.99</b>	<b>\$ 980,808.83</b>

<b>100.00%</b>	<b>Percent Collected</b>
<b>\$ -</b>	<b>Balance Remaining to Collect</b>

# SECTION D

**Villa Sol CDD**  
**3050 Puerta Del Sol**  
**KISSIMMEE, FL 34744**

June 11, 2023

2100/2124 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2138/Traffic Stop – Red Nissan Maxima – Verbal Warning for following too closely

2152/Traffic Stop – Black Acura TL – Written Warning for no headlights at night

2211/Traffic Stop – Red Honda Accord – Citation for running stop

2225/Traffic Stop – Black Dodge Ram – Failure to provide insurance

2232/2249 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2253/Traffic Stop – White Jeep – Written Warning for running stop sign

2257/Traffic Stop – Red Toyota Rav4 – Citation for running stop sign and suspended license

2305/2325 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2341/Traffic Stop – Blue Honda Civic – Verbal Warning for defective headlights

0005 – Noise complaint

0010/0025 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

0037/Traffic Stop – Silver Toyota Yaris – Citation for running stop sign

0047/Traffic Stop – Grey Nissan Rogue – Verbal Warning for running stop sign

0053/0105 - Patrolled the neighborhood to show law enforcement presents and to detour crime.



**Villa Sol CDD**  
**3050 Puerta Del Sol**  
**KISSIMMEE, FL 34744**

June 20, 2023

2100/2130 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2134/Traffic Stop – Red Hyundai Accent – Written Warning for running stop sign

2145/Traffic Stop – Grey Mercedes GL350– Written Warning for running stop sign

2200/Traffic Stop – Grey BMW – Citation for running stop sign and expired registration

2214/Traffic Stop – Blue Mazda SUV – Verbal Warning for driving with no headlights

2216/2239 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2228/Traffic Stop – Black Ford Focus – Citation for running stop sign

2247/Traffic Stop – Red Buick Enclave – Written Warning for running stop sign

2250/2310 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2305/Traffic Stop – Black Chevrolet Cruze – Citation for running stop sign

2327/Traffic Stop – Red Lexus E350– Citation for running stop sign

2343 – Stop a suspicious person walking near the club house

2359/Traffic Stop – Blue Toyota Corolla – Verbal Warning for no lights

0007/0031 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

0013/Traffic Stop – Black Chevrolet Cruze – Citation for running stop sign

0027/Traffic Stop – Black Chrysler 300 – Citation for running stop sign

0038/Traffic stop – Blue Honda Accord – Verbal Warning for defective tail lights

0053/0105 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

**Villa Sol CDD**  
**3050 Puerta Del Sol**  
**KISSIMMEE, FL 34744**

July 3, 2023

2000/2024 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2042/Traffic Stop – Black Chevrolet Malibu – Written Warning for no lights

2100/2132 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2137/Traffic Stop – White Scooter – Citation for running stop sign

2149/Traffic Stop – White Honda Civic – Verbal Warning for improper start

2202/2234 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2244/Traffic Stop – Black Kia Sportage – Citation for running stop sign

2257/Traffic Stop – White Honda Accord – Written Warning for following too close

2307/2327 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2334/Traffic Stop – Blue Ford Fusion – Citation for running stop sign

2340/Traffic Stop – Red Mini cooper– Verbal Warning for no lights

2345/0005 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

- The weather made it challenging to conduct more traffic stops.



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: Villa Sol Traffic

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
07/28/2003	2100	CAMINO REAL DR / PUERTO DEL SOL	PARKING VIOLATION	CITATION
	2127	FLORENCIA DR / CAMINO REAL DR N	TRAFFIC STOP -EXP TAG AND DWLSR SEIZE TAG ORDER	23I075991 CITATION X2
	2220	CAMINO REAL DR	TRAFFIC STOP-SPEED	WRITTEN WARNING
	2300	PUERTA DEL SOL / CAMINO REAL	TRAFFIC STOP – STOP SIGN	VERBAL WARNING
	0015	3003 SANGRIA	PARKING VIOLATION	CITATION
			CONSTANT PATROL, NO ISSUES, NO PARKING VIOLATIONS	

Calls for Service		Arrests		Traffic Stops 3		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	2	Citations	2	Parks	
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: DS Michael Heller      ID #: 2948      Date: 7/9/23



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: VILLA DEL SOL CDD

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
07/14/23	2000	PUERTA DEL SOL BLVD	TRAFFIC	N/A
	2030	DRIVE COMMUNITY	PATROL	
	2100	CAMINO REAL DR S	TRAFFIC	
	2130	DRIVE COMMUNITY	PATROL	
	2200	SIESTA VIEW DR	TRAFFIC	
	2230	DRIVE COMMUNITY	PATROL	
	2300	PUERTA DEL SOL BLVD	TRAFFIC	
	2330	DRIVE COMMUNITY	PATROL	
	2130	2923 CASABELLA DR	CIVIL MATTER	231078273

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	3	Citations		Parks	
Back-up	1	Felony		Written Warning	5	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance				Green Tag		Construction	

Name: R. Hansell ID #: 2597 Date: 07/14/2023



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: VILLA SOL CDD

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
08/08/2023	2100	PUERTA DEL SOL & SIMPSON RD	TRAFFIC STOP	N/A
08/08/2023	2110	PUERTA DEL SOL & CAMINO REAL DR S	COMMUNITY CONTACT	N/A
08/08/2023	2115	CAMINO REAL DR S	PATROL	N/A
08/08/2023	2120	SIESTA VIEW DR	PATROL	N/A
08/08/2023	2130	VILLA SOL CLUBHOUSE	COMMUNITY CONTACT	N/A
08/08/2023	2200	SARA BELLA WAY	PATROL	N/A
08/08/2023	2230	PUERTA DEL SOL BLVD	PATROL	N/A
08/08/2023	2303	CAMINO REAL DR S & PUERTA DEL SOL BLVD	TRAFFIC STOP	N/A
08/08/2023	2315	VILLA SOL	PATROL	N/A
08/09/2023	0000	VILLA SOL CLUBHOUSE	ROUTINE CHECK	N/A
08/09/2023	0010	VILLA SOL	PATROL	N/A
08/09/2023	0040	SARA BELLA WAY	PATROL	N/A
08/09/2023	0055	VILLA SOL CLUBHOUSE	ROUTINE CHECK	N/A

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	2	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: D/S K. Sweeney

ID #: 2843

Date: 08/08/2023

## SECTION IX

# SECTION A

# Villa Sol CDD

## Field Management Report



August 17th, 2023

Jarett Wright

Field Manager

GMS



# Landscape Enhancements

## Landscaping Enhancements

- + Removing Viburnum hedges at front entrance medians.
- + Received proposal to install fresh playground mulch to meet ADA requirements.
- + Removing dead ornamental grasses and install new plantings in the area.
- + Installing plants at clubhouse median to improve aesthetic.
- + Conducting bi-weekly site ride through inspections with the vendor.



# Completed

## Pavers and Road Repair

- ✚ The pavers at the front entrance were repaired, and the loops for the gates were installed simultaneously.
- ✚ Vendor was unable to meet the requirements for the asphalt repair and removed this cost from their final invoice. A new vendor was selected and ultimately saved the district \$2,600 for the repair.
- ✚ GMS staff repaired the speedbumps that were damaged on the exit lane.

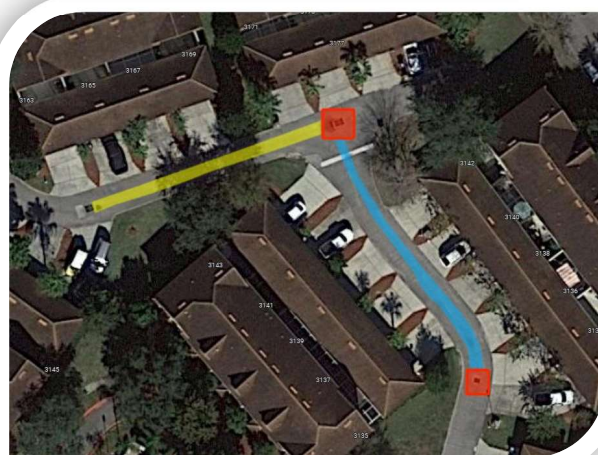




# Site Items

## Via Otero Depressions

- ✚ Initial scope of work was generated for the repairs.
- ✚ GMS staff conducted video inspection to get a better understanding of the damages. Scope of work was revised afterwards.
- ✚ Received proposals for the repairs.
- ✚ Waste Management agreed to an alternate trash pick up location for the residents as they cannot drive their vehicle here presently. This information was distributed through the HOA.



# Completed

## ADA Truncated Domes

- ✚ ADA compliant truncated domes were installed at the clubhouse for resident safety.



## Street Signage and Post

- ✚ New instructional signs were installed at the front entrance.
- ✚ New delineator post were installed to prevent residents lane hopping to avoid speed bumps.





# Site Items

## Overlook and Park Cleanup

- ✚ Damaged BBQ grill scheduled to be removed.
- ✚ GMS staff will replace missing pavers. Working with vendor on remaining paver warranty work.



## Overlook and Park Cleanup

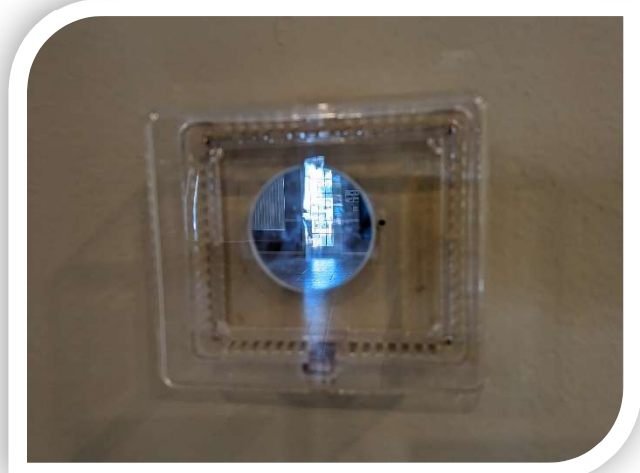
- ✚ Spectrum accounts were updated, and unnecessary services were removed.
- ✚ Spectrum inspected coaxial and found no issues. They did note that the ground cable for the security server is not tied into the main building.



# Site Items

## Clubhouse Enhancements

- + New LED lights were installed.
- + Electronic lock installed on meeting room door.
- + Holes in the walls were repaired and google nest AC controllers were installed.
- + Updated signage is being ordered.
- + Broken and outdated restroom fixtures need to be replaced.

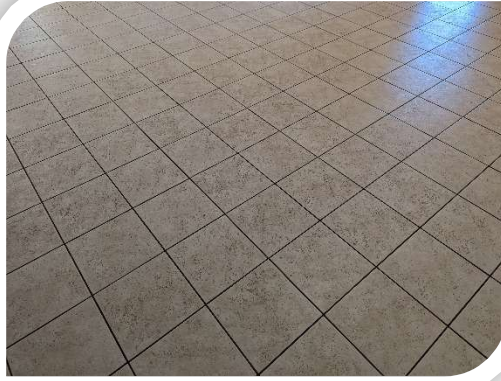




# Site Items

## Janitorial Services

- ✚ Received proposal for janitorial services.



## Pool Gate Replacement

- ✚ Pool gate needs to be replaced with new model that includes an exit push bar.
- ✚ Working with vendors to generate proposals.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at [JWright@gmscfl.com](mailto:JWright@gmscfl.com). Thank you.

Respectfully,  
Jarett Wright



## SECTION B



July 17, 2023

Invoice Number: 2005717071723

Account Number: [REDACTED]

Security Code: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

Auto Pay Notice

#### Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)

Or, call us at 1-866-519-1263

## NEWS AND INFORMATION

**Channel Lineup and Rate Card:** To obtain the current channel lineup available in your area, please go to [Business.Spectrum.com/channel-lineup](https://www.Business.Spectrum.com/channel-lineup) or contact us at **1-800-314-7195** to request a paper copy be mailed to you.

**NEW!** Stay connected in more places and save when you buy one voice line and get a mobile unlimited line **FREE** for 1 year! Call **1-844-308-5773** to get started.



### Summary Service from 07/17/23 through 08/16/23 details on following pages

Previous Balance	294.16
Payments Received -Thank You!	-294.16
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ TV	115.97
Spectrum Business™ Internet	137.98
Other Charges	22.20
<b>Taxes, Fees and Charges</b>	<b>18.01</b>
Current Charges	\$294.16
YOUR AUTO PAY WILL BE PROCESSED 08/04/23	
<b>Total Due by Auto Pay</b>	<b>\$294.16</b>

#### Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.

**Auto Pay.** Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652

8337 1000 NO RP 17 07182023 NNNNNNNN 01 982470

[REDACTED]

[REDACTED]

[REDACTED]

July 17, 2023

[REDACTED]

Invoice Number: 2005717071723

Account Number: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Total Due by Auto Pay** **\$294.16**

CHARTER COMMUNICATIONS  
PO BOX 7186  
PASADENA CA 91109-7186

[REDACTED]



July 14, 2023

Invoice Number: 2000437071423

Account Number: [REDACTED]

Security Code: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

Auto Pay Notice

## NEWS AND INFORMATION

### Contact Us

Visit us at [SpectrumBusiness.net](https://SpectrumBusiness.net)

Or, call us at 1-866-519-1263

### Summary Service from 07/14/23 through 08/13/23 details on following pages

Previous Balance	134.30
Payments Received -Thank You!	-134.30
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ Internet	134.00
Taxes, Fees and Charges	0.30
Current Charges	\$134.30
YOUR AUTO PAY WILL BE PROCESSED 07/31/23	
<b>Total Due by Auto Pay</b>	<b>\$134.30</b>



### Thank you for choosing Spectrum Business.

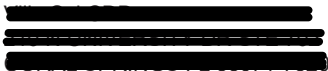
We appreciate your prompt payment and value you as a customer.

**Auto Pay.** Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652

8337 1000 NO RP 14 07152023 NNNNNNNN 01 007410 0028



July 14, 2023

[REDACTED]

Invoice Number: 2000437071423

Account Number: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

**Total Due by Auto Pay** **\$134.30**



CHARTER COMMUNICATIONS  
PO BOX 7186  
PASADENA CA 91109-7186





July 28, 2023

Invoice Number: 2017464072823

Account Number: [REDACTED]

Security Code: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

#### Contact Us

Visit us at [SpectrumBusiness.net](https://SpectrumBusiness.net)

Or, call us at 1-866-519-1263

### Summary

Service from 07/28/23 through 08/27/23  
details on following pages

Previous Balance	488.87
Payments Received -Thank You!	-479.93
Adjustments	-8.95
<b>Remaining Balance</b>	<b>-\$0.01</b>
Spectrum Business™ Internet	159.98
<b>Spectrum Business™ Voice</b>	<b>79.98</b>
Current Charges	\$239.96
<b>Total Due by 08/14/23</b>	<b>\$239.95</b>

### NEWS AND INFORMATION

**NOTE.** Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.



#### Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652  
8337 1000 NO RP 28 07292023 NNNNNYNN 01 008498 0029



July 28, 2023

[REDACTED]

Invoice Number: 2017464072823

Account Number: [REDACTED]

Service At: [REDACTED]

[REDACTED]

[REDACTED]

**Total Due by 08/14/23** **\$239.95**

Amount you are enclosing \$

#### Please Remit Payment To:

CHARTER COMMUNICATIONS  
PO BOX 7186  
PASADENA CA 91109-7186



# SECTION C



19 N Texas Ave  
Orlando, FL 32805

Estimate

Date	Estimate #
6/20/2023	465

Name / Address
Villa Sol CDD C/O GMS 6200 Lee Vista Blvd. Suite 300 Orlando, FL 32822

Description	Qty	Rate	Total
Installation of playground mulch	24	55.00	1,320.00
Thank you for your business.		<b>Total</b>	\$1,320.00

# SECTION D



1980 Camron Ave  
Sanford, FL 32771  
P: (386) 218-6969 F: (386) 218-6970  
www.allterraintractorservice.com

## REVISED PROPOSAL

Project Name:	Villa Sol CDD Road Repairs
Project Phase:	<b>2 Storm Inlet Depression Repairs</b>
Job Number:	

Project Address: **3173 Via Otero Drive**  
City, State, Zip: **Kissimmee, FL 34744**

Proposal Date: **Thursday, August 3, 2023**  
**Proposal price good for 20 days from the date of this proposal.**

Prepared for: **GMS Central Florida**  
Address: **219 E. Livingston Street**  
City, State, Zip: **Orlando, FL 32801**

Contact: **Jarett Wright**  
Phone: **407-841-5524**  
Cell: **407-750-3599**  
Email: [jwright@gmscfl.com](mailto:jwright@gmscfl.com)

### Scope of Work

- Under The Terms and Conditions of This Proposal. All Terrain Tractor Service Inc, Hereby Proposes to Provide Labor, Materials, Supervision Necessary to Complete Described Line Items Listed Below. No Other Work expressed or Implied in This Proposal.

### Qualifications & Exclusions

- There are **No permits** included in this proposal. If any are required, they will be at an additional cost.
- There are **No bonds** included in this proposal. If any are required, they will be at an additional cost.
- There is **No handling of contaminated, hazardous, or unsuitable materials** included in this proposal. If any is required, it will be at an additional cost.
- Proposal price is based on the assumption that this project will require red-lined as-builts only. **If certified as-builts are required, they will be at an additional cost.**
- Any electrical, power, gas, CATV, telephone, utilities relocated or removed **by others.**
- There is **No Night Work Or Plant Opening Fee's** In This Proposal. If Needed it will be an additional Costs.
- There is **No Sod, Landscaping, or Irrigation or Irrigation Repairs in this Proposal.** If needed it will be an additional Costs.
- Any electrical work associated with site work scope is **by others.**
- This Bid is Based Solely on Information Provided by Others. All Terrain Accepts No Responsibility to Unforeseen Differences.**
- The MOT pricing does NOT include "Jersey" barriers of any kind.**

CODE	DECRPTION	QTY	UOM	UNIT PRICE	TOTAL
	<b>General Conditions</b>				
1.001	Mobilization	1	LS	\$4,000.00	\$4,000.00
1.002	Density Tests	6	EA	\$550.00	\$3,300.00
1.004	Dewatering/ Well Points & Pipe Plug	1	LS	\$10,200.00	\$10,200.00
1.005	MOT <b>(Allowance)</b>	1	LS	\$2,500.00	\$2,500.00
	Supervision	16	HR	\$85.00	\$1,360.00
				<b>SUBTOTAL:</b>	<b>\$21,360.00</b>
	<b>Protections</b>				
2.002	Inlet/Structures/MES Protection	2	EA	\$295.00	\$590.00
				<b>SUBTOTAL:</b>	<b>\$590.00</b>
	<b>Demolition</b>				
3.001	Saw Cut Asphalt	1	LS	\$650.00	\$650.00
3.001	Demo Asphalt and Road Base / Dispose	90	SY	\$15.50	\$1,395.00
				<b>SUBTOTAL:</b>	<b>\$2,045.00</b>
	<b>Earthwork:</b>				



	Trench Box	1	LS	\$4,800.00	\$4,800.00
	Excavate Fill down to Pipe for DOT Collar and Hydro Crete Out Side of Storm Structure (Approx 10 to 15 Feet Deep)	1	LS	\$7,750.00	\$7,750.00
	Backfill Structure in 12" Lifts & Compact	1	LS	\$10,220.00	\$10,220.00
				<b>SUBTOTAL:</b>	<b>\$22,770.00</b>
	<b>Concrete</b>				
	Geotextiles/Filter Fabric	1	EA	\$420.00	\$420.00
6.100	Concrete DOT Collar	2	EA	\$2,250.00	\$4,500.00
	Short Load Charge	2	EA	\$400.00	\$800.00
	Hydro Crete Existing Strucuture	2	EA	\$800.00	\$1,600.00
				<b>SUBTOTAL:</b>	<b>\$7,320.00</b>
	<b>Asphalt</b>				
7.600	12" Stabilized Subgrade	90	SY	\$25.66	\$2,309.40
7.600	8" Crushed Concrete Base	90	SY	\$56.25	\$5,062.50
7.200	2" Asphalt Patch SP 12.5	90	SY	\$85.00	\$7,650.00
				<b>SUBTOTAL:</b>	<b>\$15,021.90</b>
	<b>Clean &amp; Vac Storm Lines</b>				
	Vac Truck	10	HR	\$400.00	\$4,000.00
	Vac Tech.	10	HR	\$85.00	\$850.00
				<b>SUBTOTAL:</b>	<b>\$4,850.00</b>
				<b>Proposed Total</b>	<b>\$73,956.90</b>

**Landon Massa**

All Terrain Tractor Service, Inc.

**Jarett Wright**

GMS Central Florida

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature Date

Price is subject to change, pending receipt of 'Final Construction Drawings'.



Beyond Paving.  
BEYOND EXPECTATIONS.™

# PROPOSAL

OPP-23-013895

06 / 06 / 2023

Account Information	Contact Information	Rose Paving Information
<b>Account Name:</b> Villa Sol CDD	<b>Contact Name:</b> Herman Perez	<b>Account Executive:</b> Stephen Morrison
<b>Street Address:</b> 3050 Puerta Del Sol Blvd	<b>Contact Email:</b> herman.perez@villasolcdd.org	<b>Email:</b> stephen.morrison@rosepaving.com
<b>City State Zip:</b> KissimmeeFL34744	<b>Contact Phone:</b>	<b>Cell:</b> 813-625-5603

Notes/Exclusions

PRICING TABLE						
Service Line Name	QTY	U of M	Depth	Unit Price	Estimated Tax	Total
Catch Basin - Full Re-Build	1	EA		\$96832.00	\$0.00	\$96,832.00

Estimated Tax **\$0.00**

**Total \$96,832.00**



**Beyond Paving.**  
**BEYOND EXPECTATIONS.™**

# PROPOSAL

## CUSTOMER APPROVAL

Total Dollars Approved: **\$96,832.00**

Name:

Authorized Signature:

## BILLING INSTRUCTIONS:

## Scope Detail

Service Line Name	Service Description
Catch Basin - Full Re-Build	<ol style="list-style-type: none"><li>1. Mobilization and MOT</li><li>2. Dewatering</li><li>3. Replace 4' RCP section of existing storm pipe.</li><li>4. Connect to existing storm structure.</li><li>5. Install end seals at RCP/catchbasin interface.</li><li>6. Replace 6'x12' of full depth pavement (SP 9.5) and base.</li></ol>

## Rose Paving Contract Terms & Conditions

- 1. ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- 3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- 5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.

**12. INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

**13. CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

**14. ATTORNEY FEES & COSTS:** In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.

**15. TAXES:** All taxes are included in proposal price unless otherwise specified.

**16. MATERIAL & WORKMANSHIP:** All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.

**17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

**18. NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

**19. ALTERATIONS TO THIS PROPOSAL:** Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.

**20. SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

**As a duly authorized representative of Villa Sol CDD, I agree  
to these Terms & Conditions**