

*VillaSol*  
*Community Development District*

*Agenda*

*November 14, 2023*

# AGENDA

# *VillaSol*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

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

November 7, 2023

Board of Supervisors  
VillaSol  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the VillaSol Community Development District will be held **Tuesday, November 14, 2023 at 5:00 p.m. at VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, FL 34744.**

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
5. Public Hearings
  - A. Consideration of Resolution 2024-02 Adopting the Revised Rule Chapter I Regarding the District's Recreation Facilities
  - B. Consideration of Resolution 2024-03 Adopting the Revised Rule Chapter II Regarding Parking and Towing on the District's Roadways
6. Business Matters
  - A. Presentation of Bond Refinancing from MBS Capital Markets, LLC
  - B. Consideration of Purchasing Ping Pong Table for Recreation Center
  - C. Consideration of License Agreement for Driveway Apron Renovation
  - D. Discussion Items
    - i. Towing During Holidays
  - E. Ratification of Agreement for Cleaning Services with DBS Building Solutions
7. District Counsel
8. District Manager's Report
  - A. Approval of Minutes of the October 10, 2023 Meeting
  - B. Action Items List
  - C. Approval of Check Register
  - D. Balance Sheet and Income Statement
  - E. Presentation of Sheriff Patrol Reports
9. Field Operations
  - A. Field Manager's Report
    - i. Maintenance Bids Summary
  - B. Monthly Pool Maintenance Proposals
    - i. 5 Star Pools
    - ii. Exalt Outdoors – *Under Separate Cover*
    - iii. Techni-Pools - *Under Separate Cover*

- C. Spa Filtration Repairs
    - i. Techni-Pools – 2 options
  - D. Spa Heater Repairs
    - i. 5 Star Pools
    - ii. Exalt Outdoors – *Under Separate Cover*
    - iii. Techni-Pools
  - E. Pool Filter Grid Replacement
    - i. 5 Star Pools
    - ii. Exalt Outdoors – *Under Separate Cover*
    - iii. Techni-Pools – *Under Separate Cover*
  - F. Clubhouse Roof Replacement
    - i. Icon Roofing – 2 options
    - ii. Janney Roofing
    - iii. Skylight Roofing
    - iv. TruGrit Roofing
10. Supervisor's Requests & Comments
11. Next Meeting Date – December 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 V

# SECTION A

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULE CHAPTER I REGARDING THE DISTRICT FACILITIES; 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 created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida;

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business;

**WHEREAS**, the Board of Supervisors of the District (the “Board”) finds that it is in the best interests of the District to adopt by this Resolution the “VillaSol Community Development District Rule Chapter I – District Facilities,” dated November 14, 2023, regarding policies and fees for use of District amenities and property, attached hereto as Exhibit “A” (the “Rule”) for immediate use and application, and to replace the prior recreational policies, adopted in 2018; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Rule is hereby adopted. The Rule shall stay in full force and effect until such time as the Board may amend the Rule, in accordance with Florida law, and the Rule shall replace and supersede the previously adopted recreational policies. Legal authority for the Rule includes Sections 190.035, 120.54, 190.011 and 190.012, *Florida Statutes*.

**SECTION 2.** In the event any section or part of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of this Resolution is wholly or necessarily dependent upon the section or part so held to be invalid or unconstitutional.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November, 2023.

*[Signatures provided on following page.]*

**SIGNATURE PAGE TO RESOLUTION 2024-02  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT, a Florida  
community development district

Print: \_\_\_\_\_  
Secretary / Assistant Secretary

Print: \_\_\_\_\_  
Chairman / Vice Chairman



**EXHIBIT “A”**

**RULE CHAPTER I – DISTRICT FACILITIES**

*[Please see attached.]*

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT  
RULE CHAPTER I – DISTRICT FACILITIES**

**GOOD NEIGHBOR POLICY**

We want everyone to have a safe and enjoyable experience while using the Recreation Facilities owned and maintained by the VillaSol Community Development District. Therefore, we ask all users to exercise courteousness and respect to fellow patrons.

These Rules are intended to benefit everyone by establishing an acceptable standard that maximizes enjoyment while protecting the District’s property and its patrons. Please contact the Board or the District Manager (as defined herein) with questions, concerns or suggestions related to these Rules.

**FACILITY HOURS**

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

**CLUBHOUSE:**

- Open daily from 5:00 am. to 10:00 p.m.

**POOL, POOL DECK AREA, 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. Childcare Providers must provide the District Manager a notarized written statement from the child's or children's parent(s) or guardian(s) authorizing custodial rights.

**Clubhouse:** Facility owned and maintained by the District, wherein the Fitness Room and open spaces are located.

**District:** VillaSol Community Development District (may also be referred to as VillaSol or CDD and includes all property within the District’s boundary).

**District Manager:** Jason Showe of Governmental Management Services – Central Florida, LLC, unless and until a different District Manager is selected by the Board.

**Fitness Room:** Room located inside the Clubhouse where the District’s fitness equipment and fitness machines are located.

**Guests:** Any User who is not a Homeowner and who accompanies a Homeowner at any of the District’s amenities or recreational facilities. Homeowners are responsible for the actions of their Guests.

**Homeowner:** The owner or lessee/renter of any Lot located within the District, including all persons lawfully residing in residential property, or a non-Resident User. Lessees/renters are required to comply with **Section VI** herein. Non-Resident Users may be any member of the public who pays the District the annual user fee of \$1,375 for access to all Recreation Facilities of the District (the annual non-residential user fee is reviewed annually and adjusted as necessary).

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

**Lot:** Parcel reflected on the District’s Assessment Roll (available upon request from the District Manager).

**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.

**Recreation Facilities:** All recreational facilities and property owned by the District, including the Pool, Pool Deck, Playground, Clubhouse, Fitness Room and grills.

**Resident:** See Homeowner.

**Rules:** Rules adopted by the District’s Board.

**Service Animal:** An animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s

disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

**User:** Any person entering, using and/or remaining upon the District's Recreation Facilities and other property owned by the District.

## I. GENERAL RULES

*The State and/or local general purpose governments have rules governing public pool use. For the safety of patrons, the District will enforce whichever rule is more restrictive.*

LOST ACCESS CARDS: There is a limit of two Access Cards per Homeowner. *All lost or stolen access cards should be reported immediately to the District Manager's office. A fee of \$25 will be assessed for each replacement card.*

All Users may be required to present their access cards in order to gain access/use to Recreation Facilities.

For safety, all Users under the age of twenty-one (21) must be accompanied in the Recreation Facilities by an adult Resident or Childcare Provider over the age of twenty-one (21).

Guests must be accompanied by an adult Resident over twenty-one (21) 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. Homeowners are responsible for the conduct of their Guests. Childcare Providers must provide the District Manager 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.

All Users use the Recreation Facilities at their own risk.

Pursuant to Florida law, including Section 856.021, *Florida Statutes*, it is not permitted for any person to loiter or prowl (when a person maintains a suspicious presence) on District Property, including the Recreation Facilities, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons and property in the vicinity.

## II. POOL AND POOL DECK AREA

**All Homeowners, patrons and Guests will use the Pool and Pool Deck Area at their own risk and will comply with the written and posted rules and regulations of the pool facilities. All rules and regulations will be strictly enforced at all times.**

- No Homeowner may enter or remain in the Pool Deck Area without their Access Card, which must be in his/her possession during use.
- No Guest may enter the Pool Deck Area unless accompanied by a Homeowner in possession of their Access Card.
- Only four (4) Guests per Lot are allowed in the Pool or Pool Deck Area at any time.
- All Users must shower before entering the Pool.
- Users will swim and use the Pool and Pool Deck Area at their own risk as there is **NO LIFEGUARD ON DUTY**.
- No diving, back diving, flipping, back jumps, pushing, running, throwing of items or other horseplay is allowed in the Pool or on the Pool Deck Area. Diving is prohibited. Dangerous activities on the Pool Deck Area and in the Pool are prohibited.
- Furniture on Pool Deck Area must be covered with a towel before and during use by any person.
- VillaSol reserves the right to discontinue usage of any pool play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- Radio-controlled toys, drones, or other devices are not allowed in the Pool/Pool Deck Area.
- 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 Clubhouse.
- Swimmers must dry off before entering the Clubhouse.
- Food and beverages are prohibited in the Pool and Pool Deck Area, except: commercially bottled water in plastic bottles are allowed on the Pool Deck Area for patron hydration. All glass containers and products are prohibited in the Pool and Pool Deck Area.
- Animals, other than Service Animals, are prohibited in the Pool Deck Area. However, individuals

with a disability and Service Animal trainers may be accompanied by a Service Animal but the Service Animal is not allowed to enter the Pool water in order to prevent a threat to the health of other patrons.

-Proper swim attire must be worn in the Pool and Pool Deck Area (i.e. swimming suits or trunks with liners).

-Please be considerate to neighbors by monitoring the noise level.

-Playing with emergency equipment (life ring, hook, etc.) is strictly prohibited. Patrons found tampering with these items will be subject to fines and/or termination of pool privileges. Homeowners are responsible for the conduct of their Guests.

-For safety reasons, no electrical cords or electrical equipment is permitted to be used in the Pool or Pool Deck Area.

-No fins or scuba diving equipment is 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 strictly prohibited at any time in the Pool/Pool Deck Area, and in the Recreation Facilities.

-No swinging on the ladders, railings, or any pool structure is allowed. Inappropriate use of any Pool equipment may result in suspension of Pool privileges.

-District owned pool furniture may not be removed from the Pool Deck Area.

-Loud and abusive language is not allowed.

-The District 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.

-Sound producing equipment, such as radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the Pool Deck Area or Pool. Personal sound equipment may be used on the Pool Deck Area with personal devices such as headsets or ear buds (so as not to disturb

others). The use of headphones with all types of music players is required.

-Tables or chairs on the Pool Deck Area may not be reserved by placing towels or personal belongings on them unless the patron is currently using the Pool and/or Pool Deck Area.

-The District is not responsible for lost or stolen items, or injuries while in use of the Pool Deck Area or Pool.

-Chemicals used in the Pool for hygienic purposes may affect certain hair or fabric colors. The District is not responsible for these effects.

-The Pool and Pool Deck Area may not be rented unless otherwise approved by the Board. Access may be limited at certain times to the Pool and Pool Deck Area for activities approved by the Board or due to a health/safety concern.

-The 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 Homeowners are responsible for being familiar with the Rules as amended or modified from time to time.

-No skateboards, skates, or other wheeled transportation mechanisms are permitted in the Pool and/or Pool Deck Area.

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

**A. THUNDERSTORM AND HEAVY RAIN POLICY**

If lightning is sighted, regardless of location, the Pool and Pool Deck will be closed for 30 minutes, or as otherwise required by Florida law. At that time, if no other lightning is seen, the Pool and Pool Deck Area will re-open. In case of a thunderstorm (with thunder only) in the immediate area, the Pool and Pool Deck Area will be closed for 15 minutes. If no thunder is heard during this period, the Pool and Pool Deck Area will be reopened. If additional thunder or lightning is observed the time will reset. A duly designated representative of the District and/or the District Manager shall make all determinations with regard to this thunderstorm policy.

If at any time it rains so hard that swimmers cannot see the bottom of the pool, the Pool will be closed out of concern for safety. A duly designated representative of the District and/or the District Manager, shall make all determinations with regard to the policy specified in this Section.

**B. FECES POLICY**

**If contamination occurs, the Pool and Pool Deck Area 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 and Pool Deck Area. A duly designated representative of the District and/or the District Manager shall make all determinations with regard to the policy specified in this Section.

### III. CLUBHOUSE AREA

#### A. 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 Homeowner may enter the Fitness Room without his Access Card. Guests must be accompanied by an adult Resident over twenty one (21) years of age in possession of his/her Access Card.

-Only one (1) Guest per Lot 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 Homeowner over twenty one (21) years of age.

-Children under the age of thirteen (13) are not permitted to use the Fitness Room under any circumstances.

-No skateboards, skates, strollers, baby carriers, or other wheeled toys are permitted in the Fitness Room.

-No Horseplay is allowed in the Fitness Room. Users acting in such a manner will be asked to immediately leave the area.

-Music players, 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 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 (shirts and shorts/pants) and footwear (covering the entire foot) must be worn by all Users at all times in the Fitness Room.



-Food and Beverage: Food and beverages are not permitted within the fitness room except for commercially bottled water in plastic bottles for patron hydration. All glass containers and products are prohibited. Alcoholic beverages and smoking are not permitted in the fitness rooms.

-Hand chalk is not permitted to be used in the Fitness Room.

-No bags, gear, or jackets are permitted on the floor or equipment in the Fitness Room.

-Weights and other fitness equipment may not be removed from the Fitness Room.

-Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other patrons are waiting.

-Please be respectful of others. Allow other patrons to also use equipment, especially the cardiovascular equipment.

-Please return weights to their proper location after use.

-Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

-Any fitness program operated, established and run by the District Manager may have priority over other users of the Fitness Room, after approval by the District's Board or in the event of an emergency.

-In the event of an emergency, dial 911.

## **B. CLUBHOUSE**

-The Clubhouse's hours of operation are 5:00 a.m. to 10:00 p.m. and will be posted at the entrance of the Clubhouse. The hours of operation will be subject to change for special scheduled events, holidays and/or emergencies, and may be adjusted seasonally as determined by the Board and/or the District's Manager.

-Homeowners and Guests will use the Clubhouse at their own risk and will comply with the written and posted rules and regulations of the Clubhouse. All rules and regulations will be strictly enforced at all times.

-Users may be required to present their access cards in order to gain access to the Clubhouse.

-Young adults ages eighteen (18) and younger may not use the Clubhouse without adult supervision.

-Guests must be accompanied by an adult Homeowner over twenty one (21) years of age.

-Unless otherwise approved by the District Manager and/or the Board, only four (4) Guests per Lot are allowed in the Clubhouse at any time.

-Cars, motorcycles, golf carts, mopeds, bicycles, etc., must be parked in the designated parking areas at Recreation Facility and are not allowed inside the Recreation Facility or at the entrance of the building. Off-road motorbikes/vehicles and golf carts are not permitted on all property owned, maintained, and operated by the District, including all Recreation Facilities.

-No skateboards, skates, or other wheeled transportation mechanisms are permitted in the Clubhouse or at the building entrance.

-No Horseplay is allowed.

-Unless other arrangements have been approved by the District Manager and/or the District's Board in advance, music players, radios, CD players, MP3 players, televisions, and the like are not permitted in the recreation center unless they are personal devices equipped with headphones.

-No animals other than Service Animals are allowed in the fitness room.

-There is absolutely **no smoking** in the Recreation Facilities or on the District's 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, OR OTHER ACTION PERMITTED UNDER FLORIDA LAW. 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.**

#### **IV. GUESTS**

**For all Recreation Facilities, the following apply to Guests:**

- Guests must be accompanied by a Homeowner at all times.
- Unless specified differently herein, no more than four (4) Guests are permitted per Lot.
- Homeowners are responsible for any and all actions taken by their Guests. Violations by Guests of the District's Rules could result in penalties against the Homeowner, as set for herein.

#### **V. DAMAGE TO DISTRICT PROPERTY AND/OR PERSONAL INJURY**

-All Users of the Recreation Facilities assume sole responsibility for his or her property and belongings. The District and its agents shall not be responsible for any losses and/or damages of the Users during the Users' use of the Recreation Facilities.

-Users shall be liable to the District for any property damage, personal injury or other loss/claim/damage incurred by the District stemming from or related to the Users' use of the District's property.

-All Users' use of the District's property and equipment, including use of the Recreation Facilities, is at the Users' own risk and the User(s) shall indemnify and hold the District, its Board, its employees, its representatives, its contractors, and agents (collectively, "Agents"), harmless for any and all loss, cost, claim, injury, damages, or liability sustained or incurred by him or her during their use of the District's property and/or equipment, resulting therefrom and/or from any act or omission of the District, or its Agents and with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any User, or any family member of such User. Users waive any and all rights and claims against the District stemming from or resulting from the Users' use of the Recreation Facilities and/or property owned by the District. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses incurred by the District.

-All Users are subject to the District's Rules.

-Should any party bound by these Rules bring suit against the District, its Board and/or Agents 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 and/or its Agents, 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).

-The District shall have the right to collect reimbursement for damage caused to the District's property pursuant to Florida law, including, as applicable, by lien and/or through the County's Tax Roll, as applicable.

## **VI. PRIVILEGES OF RENTERS/LESSEES**

-Homeowners who rent or lease out their property shall have the right to designate the lessee/renter (the “Renter”) as the beneficial users of the Homeowner’s membership privileges for purposes of Recreation Facility use.

-In order for the Renter to establish their status as the beneficial user, the Renter shall produce a copy of the lease to the District Manager for purposes of purchasing an Access Card, as needed.

-Upon confirmation of the Renter’s status by the District’s Manager, the District Manager will suspend the property owner’s Access Card.

-Renters are entitled to the same rights and privileges of the Homeowners and are bound to the District’s Rules.

-Homeowners shall be responsible for all actions of their Renter(s).

## **VII. VIOLATIONS OF RULES**

Violation of the District’s Rules, Florida law and/or the provisions stated below may result in the suspension and/or termination of the User’s use privileges for the Recreation Facilities.

- Submission of false information on the application for an Access Card.
- Permitting unauthorized use of an Access Card.
- Treating District staff or other Users in a disrespectful or abusive manner.
- Engaging in conduct that is improper or dangerous.
- Arrested by law enforcement while on the Recreation Facilities.
- Damaging or destroying District property.

District staff and/or the District Manager may at any time remove a User when in their sole discretion, District staff and/or the District Manager deem such removal necessary to protect the health, safety and welfare of other persons or to protect the District’s property/equipment.

Notwithstanding the foregoing, anytime a User is arrested for an act committed, or allegedly committed, while on the Recreation Facilities, such User have all Recreation Facility use privileges immediately suspended until the next meeting of the Board. At such Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a determination on suspension/termination.

All Users whose privileges have been suspended/terminated are entitled to appeal such determination to the Board, whose determination shall be final.

An individual in violation of the District’s Rules may also be subject to any applicable legal criminal and/or civil action.

## **VIII. OTHER RECREATION FACILITIES**

### **DISTRICT GATE ACCESS SYSTEM**

-Should any Resident, User, Guest or patron damage the gates located at the entrance of the District, such individual shall be subject to reimburse the District a \$200 fine/charge/fee (or the actual cost of repairing such damage), plus the cost/fees for the District's staff time, including cost associated with collection, related to the damage. The District shall have the right to collect such amounts owed as a lien or as otherwise permitted under Florida law (including utilization of the County's Tax Roll, as applicable). Additionally, an individual in violation of this rule may also be subject to any applicable legal criminal and/or civil action.

-Gate Access Stickers are limited to four (4) per household and are \$20 each (or the actual cost) for new or replacement Gate Access Stickers.

### **SIGNAGE**

-Unless otherwise specifically approved by the District's Manager, no political campaign advertisements (and including temporary signage) shall be erected, posted, painted, tacked, nailed or otherwise displayed, placed or located on the District's property.

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

-Available to Homeowners 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.

### **GRILL/PICNIC AREA/PLAYGROUNDS**

-Available to Homeowners on a first-come, first-served basis.

-Homeowners are required to clean the grill and space used after use.

-Children must be accompanied by adults.

-Warning: playground and grill surfaces may be hot (as many are metal).

### ***General Notices:***

**-Warning on water bodies owned by the District:** no fishing, boating, altering and/or dumping in stormwater ponds owned by the District is permitted. These bodies of water may contain alligators and other dangerous wild animals.

-The following is the policy statement of the District as it regards to the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including Osceola County and the Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas: (1) The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to, trees, are left to fulfill their role in nature's process.; (2) Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Osceola County and SWFWMD.; (3) Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then

be responsible for any needed permitting or review by Osceola County and/or SWFWMD.; (4) Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance these areas. In the event that a tree does fall onto another’s property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as-is. No one is allowed to encroach into the nature areas for any reason, from maintenance to placement of personal property, of any kind.

**IX. IMPORTANT PHONE NUMBERS AND CONTACT INFORMATION**

**VillaSol CDD’s Website:** [www.villasolcdd.org](http://www.villasolcdd.org)

**District Manager’s Contact Information:**

Jason Showe, District Manager ([jshowe@gmscfl.com](mailto:jshowe@gmscfl.com) ; 407-841-5524 X 105)  
 Governmental Management Services – Central Florida, LLC  
 219 E. Livingston Street, Orlando, FL 32801

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>GMS CF</i> ).....	407-841-5524
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 Address: 3050 Puerta del Sol Kissimmee, FL 34744

**NOTE: *These policies and rules are subject to change on a periodic basis, at the Board’s discretion.***

**X. SPECIAL EVENT RENTAL PROCEDURE**

-Homeowners only are permitted to rent the Clubhouse space for special events (hereinafter referred to as “Special Event”). Homeowners who rent the Clubhouse space pursuant to the terms herein are referred to as the “Applicant”.

-Rental of the Clubhouse does not include the Fitness Room. Rental of the Clubhouse shall not interfere or prohibit Users’ use of the Fitness Room.

-All special event rentals are subject to the Rules of the District.

**-The following steps must be completed at least three weeks prior to a Special Event:**

- Contact the District’s Manager to confirm the District’s availability for the date and time of your Special Event.

- Review and sign the “**Special Event Agreement**” attached as Exhibit “A”.
- Provide a copy of the Applicant's driver's license.

**-The following steps must be completed at least two weeks prior to a Special Event:**

- Send the District’s Manager the deposit fee and rental fee for the Special Event, payable to the VillaSol CDD (see additional detail below regarding the fees).

Note: Cash or credit cards are not accepted.

-Applicant assumes all responsibility for event setup, cleanup, and any other necessary tasks described herein or associated with its Special Event, including but not limited to security/sheriff services, emergency services. The Board and/or District Manager may elect to require such security/sheriff services/emergency services at their sole discretion, depending on the number of guests and nature of the Special Event.

-The maximum length permitted for a Special Event rental is eight (8) hours. Applicants can only reserve one eight (8) hour block per day.

-Applicants are not allowed to bring and utilize their own personal grills or smokers on the District’s property. Upon approval by the District’s Manager, Applicants may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the District’s Manager. Such catering service will be required to provide to the District’s manager a certificate of insurance, naming the District as an additional insured party.

-Other than as provided for herein, no picketing, processions, or parades shall be allowed on or about the District Property. All picketing, processions, or parades must be peaceful. "Peaceful", which shall mean any tranquil means of presenting a cause to the public which is devoid of noise or tumult or quarrelsome demeanor and is not a nuisance, including those actions described in Section 877.03, *Florida Statutes*, and which does not violate or disturb the public peace or private property rights or involve or cause any block or impair movement of vehicles or pedestrians. “Picket” shall mean to position oneself, or to assemble or gather, as a means of protest, or as a means of presenting or advocating a cause or grievance. No picketing shall be allowed on or within a reasonable distance (based on the nature and circumstances of the proposed Special Event) of, any property that is a residential unit or any school or school bus stop, hospital, court of law, or public transportation facility. "Residential or dwelling unit" shall mean any single or multifamily residence, to include units within an apartment or condominium complex.

-No amplifiers or other sound enhancement devices may be used by Applicant and/or its agents or guests, unless otherwise approved by the District manager.

-No signage shall be allowed in excess of 11x17 inches and must not contain any obscene, grotesque, or profane pictures or words.

-No bonfires, fireworks or fires are permitted.

-All structures, tents and amplifiers must be approved in advance of the Special Event by the District's Manager and may be required to obtain separate permits and/or licenses from the local general purpose government with jurisdiction.

-Applicants may elect to hire security for the duration of the Special Event, utilizing off-duty law enforcement officers or other private security arranged by and at the discretion of the District. The cost of security must be paid by the Applicant to the District in advance.

-Applicants and their guests/contractors must comply with all Rules of the District, and applicable County Code regulations, Florida law, and capacity limitations.

-Applicants are responsible for all actions of their guests and are required to restore the District's property to its original condition at the Applicant's sole expense.

#### **A. FEES**

**-Deposit:** A deposit of **\$500** is required to be sent to the District manager at least 14 days in advance of the Special Event. Provided there are no damages or cleanup costs after the Special Event, the deposit is fully refundable unless the Special 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.

#### **-Use Fee:**

- \$ 250 per 3 hours - (1-25 Guests)**
- \$ 350 per 3 hours - (26-50 Guests)\***
- \$ 450 per 3 hours - (51-70 Guests)\***

Use fees are non-refundable.

\*Events with over 26 attendees may be required to arrange for security at the Applicant's cost, at the sole discretion of the District's Manager.

*[Exhibit "A" is provided on the following page.]*



**Exhibit "A"**  
**SPECIAL EVENT AGREEMENT**

VillaSol Community Development District, a Florida community development district ("CDD") hereby grants permission to the applicant ("Applicant") named on the attached EVENT USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Special Event"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein. The terms, conditions and requirements of the CDD's Rules are incorporated into this Agreement; **Applicant acknowledges that it has received a copy of the CDD's Rules, has read and understands the CDD's Rules, and agrees to comply with all terms and requirements of the CDD's Rules.**

1. **General Compliance:** The CDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other policies, statutes and regulations applicable to Applicant, including the District's Rules.
2. **Right to Terminate:** The CDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions or provisions of this AGREEMENT, or, if in the judgment of CDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend and hold harmless the CDD and the officers, supervisors, agents, employees and assigns of the CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CDD's sovereign 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.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CDD shall send an invoice to the Applicant following the Special Event and Applicant shall make payment to the CDD within fourteen (14) days of the Special Event.
7. **"As Is" Condition:** Applicant accepts the use of the Area in its "as is condition." The CDD shall have no obligation to make any changes thereto. The CDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. **Rules and Regulations:** Applicant and Applicant's Representatives shall comply with the CDD's Rules, as well as the following requirements:
  - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CDD by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
  - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
  - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
  - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. **Right to Use Only:** This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. **Other Conditions.** Depending upon the nature of the Special Event and the Area, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
  - a) Additional Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Area and the Special Event;
  - b) Security appropriate for the Special Event and Area;
  - c) Additional Bond or deposit to cover clean up/repair costs; and/or
  - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CDD during the Special Event; and/or
  - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Special Event.

-Signed By Applicant & Witness (Sign and Print Name): \_\_\_\_\_

Date: \_\_\_\_\_ Witness: (Sign and Print Name): \_\_\_\_\_

-Signed By District Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL RULES AND REGULATIONS FOR SPECIAL EVENT**

1. Applicant may be required to provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CDD’s District Manager.
2. No permanent structures are permitted within the Area; no digging or removal of landscaping is permitted.
3. Parking is permitted in designated parking spaces only.
4. Area shall be restored as closely as possible to the original condition through grading and sodding of Area use, in the sole discretion of the District. Clearing or crushing grass or small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CDD that coordination and notification has been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CDD’s field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant receive approval from the CDD of all sidewalk/roadway closures.
8. Applicant must obtain appropriate permits and/or licenses from Osceola County and/or the City of Kissimmee related to the event associated with this permit, as applicable.
9. The VillaSol Community Development District shall be named as additional insured on applicant’s general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or Special Event.
10. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
11. Applicant shall provide all trash and debris removal.
12. Applicant shall maintain all trash receptacles on CDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.
13. There shall be **no** sale or service of ALCOHOL on CDD property.
14. Applicant shall at all times comply with the provision of the CDD’s Rules, as may be amended from time to time. Copies of current Rules are available from the District’s Manager

**Applicant agrees to abide by all requirements and stipulations as noted above:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SECTION B

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULE CHAPTER II REGARDING PARKING AND TOWING ON THE DISTRICT'S ROADWAYS; 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 created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida;

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business;

**WHEREAS**, the Board of Supervisors of the District (the “Board”) finds that it is in the best interests of the District to adopt by this Resolution the “VillaSol Community Development District Rule Chapter II – Parking and Towing on the District’s Roadways,” dated November 14, 2023, attached hereto as Exhibit “A” (the “Rule”) for immediate use and application, and to replace the prior parking and towing rules, adopted in 2018; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Rule is hereby adopted. The Rule shall stay in full force and effect until such time as the Board may amend the Rule, in accordance with Florida law, and the Rule shall replace and supersede the previously adopted parking and towing rules. Legal authority for the Rule includes Sections 190.035, 120.54, 190.011 and 190.012, *Florida Statutes*.

**SECTION 2.** In the event any section or part of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of this Resolution is wholly or necessarily dependent upon the section or part so held to be invalid or unconstitutional.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November, 2023.

*[Signatures provided on following page.]*

**SIGNATURE PAGE TO RESOLUTION 2024-03  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT, a Florida  
community development district

Print: \_\_\_\_\_  
Secretary / Assistant Secretary

Print: \_\_\_\_\_  
Chairman / Vice Chairman

**EXHIBIT “A”**

**RULE CHAPTER II – PARKING AND TOWING ON THE  
DISTRICT’S ROADWAYS**

*[Please see attached.]*

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT  
RULE CHAPTER II– PARKING AND TOWING ON THE  
DISTRICT’S ROADWAYS**

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*Pursuant to Chapter 190, Florida Statutes, at a duly noticed public meeting, the Board of Supervisors of VillaSol Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on roadways owned by the District. This policy repeals and supersedes any and all prior rules and/or policies governing the same subject matter and shall be referred to as the “District’s Parking and Towing Rules.”*

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**Section 1. Introduction.** The District finds that the parking, stopping and standing of Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (as defined herein) have the potential to cause public safety hazards; impede the effective operation of the roadways owned by the District; and create a danger to the health, safety and welfare of District residents, paid users and the public. The District’s Parking and Towing Rules are intended to provide guidelines for parking on roadways owned by the District.

**Section 2. Applicability.** The District’s Parking and Towing Rules shall be applicable on, over or within (a) all portions of the right-of-way located within the District’s boundary that are owned by the District, including landscaped areas and sidewalks as applicable; and (b) designated parking areas/lots owned by the District (collectively referred to herein as the “District’s Roadways”). A list and map of the District’s Roadways is set forth in **Exhibit “A”** attached hereto.

Nothing in this designation shall be deemed to affect the obligation of owners of lots to maintain the lawns and landscape improvements within the right-of-way areas, as required under Section 5.1 of that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2124, Page 2046, of the Public Records of Osceola County, Florida, or any amendment or supplement thereto.

**Section 3. Definitions.**

A. Commercial Vehicle. Vehicles and mobile items (whether motorized or not), that are: (1) titled, registered or leased to a company and not an individual person; or (2) not designed and used for personal/family transportation, such vehicles with work racks, tool racks and/or visible equipment for commercial purposes (includes limousines, lawn maintenance vehicles, construction vehicles and vehicles used for businesses); or (3) dual-wheel trucks. This also includes storage pods and other moving storage units.

B. Vehicle. Any mobile item which normally uses wheels, whether motorized or not (includes motorcycles and trailers).

C. Vessel. Any mobile item capable of being used as a means for transportation on water (includes a boat, boat trailer, watercraft, barge or airboat).

D. Recreational Vehicle. A mobile item designed for recreational use (includes motor homes, campers, trailers, go-carts, all-terrain vehicles, mopeds, unregistered vehicles, golf carts).

E. Parked. Left unattended or stalled by its owner or user.

F. Overnight. Between the hours of 10 p.m. and 6 a.m. daily.

The terms Commercial Vehicle, Vehicle, Vessel and Recreational Vehicle may collectively be referred to herein as the “vehicle.”

#### **Section 4. Parking Restrictions.**

A. Street parking on the District’s Roadways is only permitted on one-side of the District’s Roadways (the non-fire hydrant side, as applicable), except on Siesta View Drive and Camino Real South Drive. Street parking is permitted on both sides of the District’s Roadways on Siesta View Drive (except for the cul-de-sac) and Camino Real South Drive but no street parking is permitted in cul-de-sac located on Siesta View Drive. No street parking is permitted on Via Palma Lane. A map detailing street parking areas for each of the District’s Roadways is attached hereto as **Exhibit “B”**.

B. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park in any manner that blocks access to a driveway.

C. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park, stop or stand in any manner that blocks a sidewalk, intersection and/or crosswalk. No parking within 20 feet of a crosswalk and no parking within 30 feet of a stop sign.

D. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park, stop or stand with tires on grass, as this could cause damage to the District’s irrigation/landscaping improvements.

E. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park within thirty feet of the approach to a stop sign.

F. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park, stop or stand, except momentarily to pick up or discharge a passenger or passengers, within 15 feet of a fire hydrant.

G. Temporarily parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not park in any manner which has the effect of disrupting the normal flow of traffic; which block ingress or egress of trucks, public service vehicles and emergency vehicles; or which would require other vehicles to leave the paved surface of the District’s Roadways to pass.



I. Any vehicle not capable of operating on its own is prohibited from being parked on, over or within the District’s Roadways.

J. No vehicle bearing an expired tag sticker,<sup>1</sup> expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District’s Roadways.

K. No vehicle parked on, over or within the District’s Roadways or any other District property shall be used as a domicile or residence either temporarily or permanently.

L. Parking of any Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles is prohibited on or within all non-paved District property, including landscaped or grassed areas within or adjacent to any District roadways.

M. Parking, standing or stopping of any vehicles on District Roadway deemed to be unsafe by the District, as identified by signage, pavement marking or both.

N. Parking is prohibited in the District’s parking lot adjacent to the Recreation Center during hours that the Recreation Center is not open for use.

O. No abandoned, inoperable and/or discarded vehicle (including a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle), or any part thereof, shall be parked, stored or left upon on the District’s Roadways for a period in excess of seventy-two (72) hours. Abandoned, inoperable and/or discarded means a state of disuse, neglect or abandonment. Evidence of “abandoned, inoperable and/or discarded” may include, any one (1) or a combination of the following factors: (1) the vehicle is wrecked; (2) the vehicle is inoperable, as evidenced by vegetation underneath as high as the vehicle body or frame; debris collected underneath; or, the vehicle is being used solely for storage/habitation purposes; (3) the vehicle is partially dismantled, having no engine, transmission or other major and visible part; (4) the vehicle has major and visible parts which are dismantled; (5) the vehicle is incapable of functioning as a vehicle in its present state; (6) the vehicle has only nominal salvage value; (7) the vehicle is incapable of safe operation under its own power, or a vehicle that cannot be self-propelled or moved in a manner it was originally intended to move.

P. Commercial vehicles shall not be parked on, over, or within the District’s Roadways, except during the period of delivery or during the period of time services are provided to the adjacent residential unit(s), which shall not exceed nine hours.

Q. Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles shall not be parked in a manner that blocks access to mail kiosks or mailboxes on or adjacent to the District’s Roadways between the hours of 8 a.m. and 6 p.m.. Mail service requires 30 feet of clearance, so each side of a mailbox should have 15 feet of clear space.

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<sup>1</sup> As also may be referred to as a “registration decal” by the Florida Department of Highway Safety and Motor Vehicles and/or as a “validation sticker” by Section 320.06, *Florida Statutes*.

R. All vehicles shall park facing the direction of authorized traffic movement on the District's Roadways (with its right-hand wheel (as applicable) within 12 inches of the right-hand curb or edge of the roadway (as applicable)).

#### **Section 4. Parking Permits.**

A. Overnight Parking Permits. Individuals may apply for an "overnight parking permit" to park on the District Roadways. Overnight parking permits only apply to commercial vehicles or moving/storage containers. Overnight parking permits will be granted in accordance with the following:

1. Permits may not exceed seven consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen nights per year for one vehicle, as identified by its license plate number.
2. Individuals interested in an Overnight Parking Permit may submit a request to the District Manager. Such request must include the following information:
  - i. The name, address and contact information of the owner of the vehicle to which the permit will be granted;
  - ii. The make/model and license plate of the vehicle to which the permit will apply;
  - iii. The reason and special terms (if any) for the Overnight Parking Permit;
  - iv. The date and time of the expiration of the requested Overnight Parking Permit.
3. It is the responsibility of the individual requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the vehicle from the District's Roadways.
4. Upon receipt of all requested documentation, as set forth above, the District Manager will issue an Overnight Parking Permit to the resident. Overnight Parking Permits will be granted by way of written correspondence from the District Manager. No verbal grants of authority will be issued or be held valid.
5. The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.

#### **Section 5. Enforcement.**

A. Towing. Any vehicle parked in violation of the District's Parking and Towing Rules may be towed at the owner's expense by a towing contractor approved by the District's Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Such towing contractor shall be authorized to erect signage complying with Section 715.07, *Florida Statutes*, and tow vehicles violating the District's Parking and Towing Rules. All expenses associated with such towing and the storage of vehicles shall be the responsibility of the vehicle owner. Nothing herein shall prevent the District from issuing warnings or from implementing an administrative grace period.

The Board of Supervisors for the District shall have the right to charge and assess an administrative fee pursuant to Section 190.035, *Florida Statutes*, not to exceed \$250.00 for violations of the District's Parking and Towing Rules.

B. Suspension and Termination of Privileges. A user's privileges at any or all District facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of the District's Parking and Towing Rules.

C. Suspension of Rules. The enforcement of the District's Parking and Towing Rules may be suspended in whole or in part for a specified period of time, as determined by Resolution of the Board of Supervisors of the District. In addition, the enforcement of the District's Parking and Towing Rules may be suspended during emergency situations, or as otherwise deemed necessary, at the discretion of the District Manager.

D. Damage to District Property. Should the parking, stopping or standing of any vehicle on, over, or within the District's Roadway or other property, or any portion thereof, even if on a temporary basis, cause damage to the District's Roadway or property, including to landscaping or other improvements, including roadway gates, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such damage and for any staff fees the District incurs related to such damage (including attorney fees for collection efforts). Damage includes, but is not limited to, staining caused by fluid leaking onto the District's Roadway. The District reserves the right to collect such reimbursement as permitted by Florida law, including by lien and/or through utilization of the County's Tax Roll, as applicable.

E. Vehicle Repairs. No vehicle maintenance or repairs shall be performed on, over, or within any portion of the District Roadway, District parking lots/areas or District property.

F. Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

**Section 6. Parking at Your Own Risk.** The District assumes no liability for any theft, vandalism and/or damage that may occur to personal property or vehicles parked on the District's Roadways pursuant to the District's Parking and Towing Rules.

**Section 7. Severability.** The invalidity or unenforceability of any one or more provisions of this Rule shall not affect the validity or enforceability of the remaining portions of this Rule or any part of this Rule not held to be invalid or unenforceable.

**Section 8. Effective Date.** The effective date of the District's Parking and Towing Rules is \_\_\_\_\_, 2023.

**Exhibit “A”:** List and map of the District’s Roadways

**Exhibit “B”:** Map Describing Permission for Street Parking on the District’s Roadways

Law Implemented & Specific Authority: Section 190.012, *Florida Statutes*, Section 715.07, *Florida Statutes*, Section 316.1945, *Florida Statutes*, Section 316.195, *Florida Statutes*, Section 316.1951, *Florida Statutes*.

*[Remainder of page intentionally left blank.]*

**Exhibit “A”**

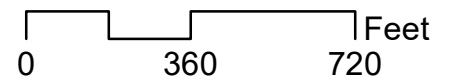
List and Map of the District’s Roadways

*[See attached.]*



# Villa Sol CDD, Roadways

Osceola County, FL  
November 2023



**Dewberry**

**Exhibit “B”**

Map Describing Permission for Street Parking on the District’s Roadways

*[See attached.]*

## Villa Sol CDD Parking Rules

- Green - Parking is authorized in these areas.
- Red - No parking zones. Vehicles parked in these areas are subject to be towed.





# SECTION VI

# SECTION A

Presented By: MBS Capital Markets



**MBS CAPITAL MARKETS, LLC**

# **VillaSol Community Development District**

## **Osceola County, FL**

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*November 14, 2023*



## Bonds History Overview

### Bonds History Overview

- In 2003 the District validated \$25 million in bonds. In 2003 the District issued \$9,035,000 in bonds and in 2018 they issued an additional \$400,013.67, totaling \$15,564,986.33 issued to date.
- The District issued \$4,165,000 of the Series 2003A Bonds on May 29, 2003. The Series 2003A Bonds were due May 1, 2034, with an average coupon of 6.6%
- The Series 2003A Bonds were issued as non-rated tax-exempt securities due to the concentration of ownership (i.e. one landowner) and the infancy stage of development at the time the Series 2003A Bonds were issued
- In 2018 the District refunded the Series 2003A Bonds with the Series 2018A Bonds.
- The 2018A-1 Bonds are currently outstanding in the amount of \$1,570,00 with coupon rates ranging from 2.25% to 3.40%.
- The 2018A-2 Bonds are currently outstanding in the amount of \$285,000 with coupon rates of 4.625% (2028) and 5.0% (2034).
- The Series 2018A-1 Bonds were issued with a BBB underlying rating and were AGM Insured (AA).
- The Series 2018A Bonds are callable on May 1, 2028, at par plus accrued interest.



# The Underwriter – Financing Cycle





# Credit Considerations

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In order to obtain an investment grade rating from one of the rating agencies and a commitment from a bond insurer, the rating agencies and insurers will review certain credit statistics including, without limitation, the following:

## Current Composition

- Level of vertical build-out
- Assessed value of the land within the assessment area
- Value to lien analysis of each individual land use and product type within the assessment area
- Size of the assessment area

## Diversification

- Top ten tax-payers in the assessment area
- Concentration of top ten tax-payers

## Collection History

- History of delinquent taxes
- Success of tax certificate process
- Foreclosure, short sale and resale activity



# Financing Considerations

- Assessment Levels and Overlapping Debt
- Bonds to be issued with an investment grade rating, thereby lowering the overall assessments on the property

**Assessment Area**  
*493 Assessable Units*

**Townhomes**  
138 Assessable Units  
Vertically Built-out

**Single Family**  
355 Assessable Units  
Vertically Built-out



## Financing Data – Based on a Public Offering

Preliminary, Subject to Change	
Dated Date/Delivery Date:	To be determined
<b>Projected Par Amount:</b>	<b>\$5,445,000</b>
<b>Net Proceeds (for CIP):</b>	<b>\$4,500,000</b>
<b>Average Coupon:</b> <small>(based on current market, subject to change)</small>	<b>5.18%</b>
Final Maturity:	May 1, 2054
DSRF Requirement:	50% of MADS: 25% MADS Cash Funded 25% Surety Bond
Projected MADS	\$359,256
Assessable Units	493
<b>Townhomes per unit per year:</b>	<b>\$538</b>
<b>Single Family per unit per year:</b>	<b>\$803</b>





## Financing Data – Sources and Uses of Funds

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<b>Sources:</b>	
Bond Proceeds	
Par Amount	5,445,000.00
Net Original Issue Discount	(90,973.90)
	<u>5,354,026.10</u>
<b>Uses:</b>	
Project Fund Deposits:	
Project Fund	4,500,000.00
Other Fund Deposits:	
Reserve Fund at 25% of MADS	89,814.07
Capitalized Interest to 11/1/2024	<u>230,140.63</u>
	319,954.70
Delivery Date Expenses (Estimated):	
Cost of Issuance	200,000.00
Bond Insurance	218,597.88
DSRF Surety Bond	2,918.96
Underwriter's Discount	<u>108,900.00</u>
	530,416.84
Other Uses of Funds:	
Rounding	3,654.56
	<u>5,354,026.10</u>



## Debt Service Statistics by Product Type

Product-Type	# Units	Series 2024 Bonds Par Per Unit	Series 2024 Bonds Net Annual Per Unit	Current Gross Annual Assessment Per Unit	Series 2024 Gross Annual Assessment Per Unit	Projected Total Annual Debt Service Per Unit
Townhomes Units	138	\$8,153	\$537.93	\$398.15	\$572.27	\$970.42
Single-Family Units	355	\$12,169	\$802.88	\$573.08	\$854.13	\$1,427.21
<b>Total</b>	<b>493</b>	<b>\$5,445,000</b>	<b>\$359,256</b>	<b>\$221,578</b>	<b>\$382,187</b>	<b>\$603,765</b>

Gross Annual Assessments per unit include 6% gross-up for discounts and collections. Debt Service Assessments do not include O&M Assessments.



## Financing Timeline

Date	Action	Responsibility
<b>Month 1</b>	<b>Board Meeting - Begin Assessment Process</b>	
	• Consideration of Engineer's Report	Engineer
	• Consideration of Assessment Methodology Report	Assessment Consultant
	• Consideration of Resolution Declaring Special Assessments	Board
	• Consideration of Resolution calling for Public Hearing to Impose Special Assessments (30 day mailed notice)	Board
<b>Month 2</b>	<b>Board Meeting - Public Hearing</b>	
	• Public Hearing to Impose Special Assessments	All
	• Consideration of Resolution Equalizing and Improving Special	Board
	• Approve Delegated Award Resolution	
	○ Form of Supplemental Trust Indenture	Bond Counsel
	○ Form of Bond Purchase Agreement	Underwriter's Counsel
	○ Form of Preliminary Official Statement	Underwriter's Counsel
	○ Form of Continuing Disclosure Agreement	Underwriter's Counsel
<b>Month 3</b>	• <b>Print and Mail Preliminary Official Document</b>	Underwriter
	• Begin Marketing Efforts	Underwriter
	• Price Bonds	Underwriter
	• Execute BPA	Chair of Board
	Board Meeting - Pre-close on Bonds	All
	Closing on Bonds (pre-close + 2 business days)	Underwriter/Counsel



# Notes

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1. The net annual debt service excludes 4% discount for early payment and the 2% collection fees charged by the Osceola County Tax Collector and Appraiser.
2. The projected gross annual assessments per unit includes the gross-up to provide for the 4% discount for early payment and the 2% collection fees charged by the Osceola County Tax Collector and Appraiser.
3. Benefit per unit and annual assessments is based on originally adopted ERU factor of 1 per single family unit and .67 per townhome unit.
4. The underwriter's discount or placement agent fee is the greater of 2.0% of par or \$50,000. This fee is contingent upon the closing of the refinancing transaction. The estimated costs of issuance of the refinancing are consistent with other similarly recently closed CDD refinancing transactions. Such costs are to be negotiated between the District and the various financing team members.



# **Disclosures Regarding Underwriter's Role – MSRB Rule G-17**

## **Disclosures Concerning the Underwriter's Role**

- i. Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- ii. The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- iii. Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- iv. The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- v. The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

## **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.



## **Disclosures Regarding Underwriter's Role – MSRB Rule G-17**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with an District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

# SECTION B

Color: 25mm



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6 VIDEOS



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# SECTION C

**LICENSE AGREEMENT FOR DRIVEWAY APRON RENOVATION**  
**(VillaSol Community Development District)**

This **LICENSE AGREEMENT FOR DRIVEWAY APRON RENOVATION** (the “**Agreement**”) is made on this \_\_\_\_ day of November, 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 **COREY GAGNON, MAUREEN GAGNON AND TIMOTHY GAGNON**, whose address is 2975 Marbella Drive, Kissimmee, Florida 34744 (collectively, the “**Licensee**”), and the successors and assigns of the District and 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 described as Tract R/W 04, according to the VILLA SOL PHASE II, VILLAGE 3 plat, as recorded in Plat Book 16, Page 52, according to the Official Records of Osceola County, Florida, also referred to as Osceola County Property Appraiser Identification No. 04-25-30-5411-TRAC-0RW0 (the “**License Area**”);

**WHEREAS**, the Licensee is the owner of the residential home located at 2975 Marbella Drive, Kissimmee, Florida 34744, also described as Lot 75, according to the VILLA SOL PHASE II, VILLAGE 3 plat, as recorded in Plat Book 16, Page 52, according to the Official Records of Osceola County, Florida (the “**Licensee’s Property**”);

**WHEREAS**, there is a driveway apron located in the License Area that is a part of the driveway located on the Licensee’s Property (the “**Driveway Apron**”);

**WHEREAS**, the Licensee desires to make cosmetic alterations to the Driveway Apron as part of Licensee’s driveway renovation project on the Licensee’s Property (the “**Project**”);

**WHEREAS**, the District and Licensee agree to enter into this Agreement regarding the Licensee’s 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 the Licensee to use the License Area for a period of one (1) month from the Effective Date (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 completing the Project (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 that any damage to the License Area is repaired by the Licensee. Licensee agrees and consents to restore the License Area to the condition that existed prior to the Licensee’s use, as permitted herein, 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 such original condition. The District shall send written notice to the Licensee notifying the Licensee of any damage and/or need to restore the License Area to the original condition. This paragraph shall survive the termination or cessation of this Agreement.

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 shall be made a lien on the Licensee’s Property, enforceable by the District, if the Licensee fails to reimburse the District within fourteen (14) days, as specified herein. This paragraph shall survive the termination or cessation of of this Agreement.

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, as detailed in paragraph 5 herein.

**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: Corey, Timothy and Maureen Gagnon  
2975 Marbella Drive  
Kissimmee, Florida 34744  
Telephone: \_\_\_\_\_  
Email: [corey.gagnon@villasolcdd.org](mailto:corey.gagnon@villasolcdd.org)

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 LICENSE AGREEMENT FOR  
DRIVEWAY APRON RENOVATION**

**Witnesses:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**District:**

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

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA        )**  
**COUNTY OF OSCEOLA    )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**CO-SIGNATURE PAGE TO THE LICENSE AGREEMENT FOR  
DRIVEWAY APRON RENOVATION**

**Witnesses:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Licensee:**

**TIMOTHY GAGNON**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**MAUREEN GAGNON**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**COREY GAGNON**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**STATE OF FLORIDA        )**  
**COUNTY OF OSCEOLA    )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_ 2023, by Corey Gagnon, Maureen Gagnon and Timothy Gagnon. Each are [ ] personally known to me or [ ] have produced a Driver's License as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# SECTION E

**AGREEMENT FOR CLEANING SERVICES**  
(VillaSol Community Development District)

**THIS AGREEMENT FOR CLEANING SERVICES** (the “Agreement”), effective as of the 2nd day of November, 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 **DEANCO BUILDING SOLUTIONS, INC. D/B/A DBS BUILDING SOLUTIONS**, a Rhode Island corporation, whose principal and mailing address is 815 Reservoir Avenue, Cranston, Rhode Island, 02910 (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 Service Proposal, dated October 24, 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/Work. The terms “Services” and “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 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 continue for twelve (12) months, pursuant the Proposal.

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 Contractor the total amount of \$1,550 per month for the Work (for a frequency of 5 cleanings per week and with the weekly exterior high corners and webbing service set forth in the Proposal), after the Work has been completed and approved by the District. Contractor agrees to honor the prices shown in the Proposal for all other extra services for the duration of this Agreement.

(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. Work performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis as agreed upon in writing by the District and Contractor. Contractor shall not be entitled to compensation for Work 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 Work as set forth in Article 2. Should this occur, a revised Scope of Work and reduced compensation shall be agreed upon in writing by both District and Contractor.

(d) After the Work is completed, the District shall have the right to inspect and/or review the Work to accept or deny the sufficiency of the Work before payment is required to be made by the District to the 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. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same since Contractor understands that the District may elect to contest orders related to its property to the extent requested action is prohibited under Florida law.

(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 and all other statutes and regulations applicable to Contractor (including Florida's Public Records law, as set forth in Paragraph 10 herein).

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, as related to the Services performed by Contractor pursuant to this Agreement, 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.

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 in receptacles provided by the District (unless such disposal would cause a safety risk, in which event Contractor shall notify the District immediately). 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.

(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 set forth herein or otherwise agreed upon by the District and the Contractor, to ensure satisfactory performance of the Services provided hereunder.

## 16. SUSPENSION OR TERMINATION.

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

(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 as 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: Deanco Building Solutions, Inc.  
d/b/a DBS Building Solutions  
815 Reservoir Ave.  
Cranston, RI 02910  
Attention: Manager or Raymond F. Gagliardi  
Telephone: (407) 919-5128  
Email: rgagliardi@dbsbuildingsolutions.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.

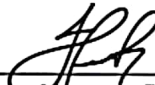
27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**SIGNATURE PAGE TO  
AGREEMENT FOR CLEANING SERVICES (2023)**

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

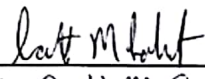
**DISTRICT:**

**VILLASOL COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Herman Perez  
Title: Chairman, Board of Supervisors

**CONTRACTOR:**

**DEANCO BUILDING SOUTIONS, INC.  
D/B/A DBS BUILDING SOLUTIONS, a  
Rhode Island corporation**

By:   
Print: Scott M Salvati  
Title: General Manager

**EXHIBIT “A”**

**PROPOSAL**

Contractor’s Service Proposal, dated October 24, 2023

*[Attached.]*



**SERVICE PROPOSAL FOR:**

**VillaSol CDD**

3050 Puerta Del Sol Blvd

Kissimmee, FL 34744

PREPARED BY:

*Raymond F. Gagliardi*

*Regional Director | Florida*

*DBS Building Solutions*

*Cell: (407) 919-5128*

*[rgagliardi@dbsbuidingsolutions.com](mailto:rgagliardi@dbsbuidingsolutions.com)*

24 October 2023



# INTRODUCTION

Thank you, Jarett, for the opportunity to present a service proposal for your commercial cleaning and building maintenance needs. DBS is currently delivering high-quality building services to over 1,300 customers in seven states, and we would love the opportunity to add VillaSol CDD to our long list of satisfied customers.

## ABOUT DBS

DBS is a privately owned company with values that are passed down from the top and instilled in our team members. We understand that the people we work with are the key to our success, so we seek out the best and do everything we can to retain them. Whether employees or vendors, working with great people whose values align with ours enables us to stand apart from the competition.

## STRATEGY

In an industry plagued by competitors who cannot deliver on their promises, DBS excels by doing things differently!

At DBS, we do not take a “cookie-cutter” approach to building maintenance. Our representatives take the time to understand the 2 main components needed to create a successful cleaning program:

- 1. Your unique cleaning needs, requirements, and expectations**
- 2. Accurate details of your space, including building layout, square footage, flooring types, and more**

By gaining an honest understanding of your expectations and making a fair assessment of your facility, our representatives are able to accurately estimate the amount of time it will take to clean your facility (to your expectations) and appropriately price the job. Doing this correctly enables us to assign the best crew for your individual needs, and allows your cleaning crew to spend the appropriate amount of time to get the job done right!





# INTRODUCTION

## THE DBS DIFFERENCE

DBS Building Solutions believes that communication, flexibility and proactive management are the keys to success in the building services industry, and here are a few ways we set ourselves apart from the competition

- **Safe Cleaning Protocols:** We closely monitor and implement the latest cleaning and safety recommendations from the CDC and local health officials to help ensure the safety of your employees and visitors.
- **Communication:** DBS provides you with multiple lines of communication so you can be confident that someone is always available to answer your phone call and handle any issues in a timely and effective manner.
- **Flexibility:** DBS is able to handle all your janitorial and maintenance needs. If you have building needs outside our area of expertise, you can rely on DBS to use our experience and the relationships we have established in the industry to find and coordinate the right person to handle the job.
- **Proactive Management:** DBS assigns a dedicated Account Manager to every customer, whose main responsibility is to ensure the services we provide are meeting your expectations. Regular phone calls, routine visits, and periodic surveys help to ensure your ongoing satisfaction.

## INDUSTRY EXPERIENCE

### OUR SATISFIED CUSTOMERS INCLUDE:

- Office Buildings
- Manufacturing and Industrial Facilities
- Medical Facilities, Doctor's Offices, Surgery Centers & Urgent Cares
- Schools and Early Learning Centers
- Recreational Centers, Gyms, Fitness Centers and Bowling Alleys
- Movie Theaters
- Country Clubs, and more...

# PROJECT OVERVIEW



## Areas to be serviced:

- Main Entrance
- Foyer Area
- Lobby Area
- Meeting Area
- Fitness Room
- Kitchen Area
- Restrooms (Including pool area)
- Trash Removal (Including pool area)

**WE PAY ATTENTION TO DETAIL!!!!**

# SERVICE SCHEDULE



## General Overview (Lobby and Common Areas)

Services Performed	Daily	Weekly	Monthly
Dust and spot clean horizontal surfaces including sills, ledges, tabletops, desktops, partitions, file cabinets, etc. (We will not move papers and folders unless specifically requested)	X		
Empty waste containers and remove trash and recyclables to the designated area. Replace liners as needed	X		
Clean entrance glass and internal partition glass, removing fingerprints and smudges	X		
Vacuum carpeted flooring	X		
Sweep or dust mop, and thoroughly damp mop ceramic and resilient flooring	X		
Lock designated doors upon completion of cleaning	X		
Spot check glass tables for smudges in lobby area	X		
Check high corners and remove cobwebs		X	
Spot clean and disinfect door handles, light switches, and other commonly touched surfaces		X	
Dust high-reach areas including vents and HVAC grilles			X

# SERVICE SCHEDULE



## Kitchen Area

Services Performed	Daily	Weekly	Monthly
Dust horizontal surfaces including sills and ledges	X		
Clean and disinfect sinks, counter tops, tabletops and exteriors of appliances	X		
Restock paper towels, hand soap and other supplies	X		
Clean microwave ovens, inside and out	X		
Spot clean exteriors of cabinets	X		
Empty waste containers and remove trash and recyclables to the designated area. Replace liners	X		
Vacuum carpeted flooring	X		
Sweep or dust mop, and thoroughly damp mop ceramic and resilient flooring with disinfectant floor cleaner	X		
Spot clean walls for marks and smudges	X		
Return chairs, furniture and waste containers to proper positions	X		
Dust high-reach areas including vents and HVAC grilles			X

# SERVICE SCHEDULE



## Fitness Center

Services Performed	Daily	Weekly	Monthly
Sweep or dust mop, and thoroughly damp mop rubberized flooring with ph neutral floor cleaner	X		
Spot clean mirrors, sills and ledges	X		
Empty waste containers and remove trash to the designated area. Replace liners	X		
Dust blinds, wipe sills and ledges			X
Clean wall mirrors			X
Dust high-reach areas including ledges, tops of partitions, stall dividers, vents and HVAC grilles			X



# SERVICE SCHEDULE

## Restrooms

Services Performed	Daily	Weekly	Monthly
Clean and disinfect sinks, counter tops and restroom fixtures including toilet bowls, toilet seats and urinals	<b>X</b>		
Restock toilet paper, paper towels, hand soap, and other supplies	<b>X</b>		
Clean and polish mirrors, glass and chrome	<b>X</b>		
Spot clean and disinfect dispensers, stall dividers, partitions, and walls surrounding toilets and urinals	<b>X</b>		
Empty waste containers and remove trash to the designated area. Replace liners	<b>X</b>		
Sweep or dust mop, and thoroughly damp mop ceramic and resilient flooring with disinfectant floor cleaner	<b>X</b>		
Dust high-reach areas including ledges, tops of partitions, stall dividers, vents and HVAC grilles			<b>X</b>

# ADDITIONAL SERVICES

AVAILABLE UPON REQUEST



## VCT & Vinyl Floors

**Strip & Wax:** Periodic floor maintenance that includes the removal of existing floor finish/wax, thorough cleaning of floor surfaces and application of 4-5 coats of new floor finish/wax. Recommended annually, semi-annually, or more frequently if needed. Stripping and waxing not only improves the appearance of floors, but it helps to protect and prolong the life of VCT and vinyl flooring.

**Scrub & Recoat:** Periodic floor maintenance that includes removal of the top coat of floor finish/wax, thorough cleaning of floor surfaces and application of 2-3 coats of new floor finish/wax. Scrubbing & recoating is a cost-effective alternative to stripping and waxing for flooring that has been well maintained and remains in reasonably good condition.

**Buffing & Burnishing:** Routine maintenance that helps to restore the shine and remove blemishes and scratches from well-maintained floor surfaces. Buffing or burnishing can be performed nightly, weekly or even monthly depending on foot traffic, budget and desired result.

## Ceramic Tile & Grout

**Machine Scrubbing:** Periodic maintenance that removes stubborn soil, dirt and stains from tile and grout. DBS recommends sealing of tile and grout after machine scrubbing. DBS recommends annual or semi-annual machine scrubbing in most circumstances.

## Carpets

**Hot Water Extraction:** Periodic maintenance which is performed by pre-spraying carpeted areas with a cleaning agent, injecting hot water into the carpeting, agitating the carpeting, and removing the water and soil with a high-suction vacuum.

**Dry/Encapsulation Cleaning:** A water-less carpet-cleaning alternative to hot water extraction. Recommended for carpeted areas that cannot be subject to the hot water extraction method.

## Deep Cleaning

Post-construction cleanups, initial deep cleanings, periodic deep cleanings and many other deep cleaning services are available upon your request.

## Initial Cleaning

Initial cleanings are customizable based on your needs. However, our standard Initial Cleaning involves the thorough completion of all tasks listed in our "Schedule of Services" before your official start date.

## Refrigerator Cleaning

Refrigerator cleaning can vary based on your needs, but our standard refrigerator cleaning includes the disposal of your refrigerator contents (except condiments), and the thorough cleaning of the inside and outside of your refrigerator(s).

# SERVICE AGREEMENT



CUSTOMER	SPECIFICATIONS	
<b>VillaSol CDD</b> 3050 Puerta Del Sol Blvd Kissimmee, FL 34744	<b>PRICE</b>	<b>\$ 1,300.00</b>
	<b>FREQUENCY</b>	<b>5 TIMES PER WEEK</b>
	<b>DETAILS</b>	<b>TBD</b>

CUSTOMER	SPECIFICATIONS	
<b>VillaSol CDD</b> 3050 Puerta Del Sol Blvd Kissimmee, FL 34744  <b>With Weekly Exterior High                      Corners and Webbing                      Service</b>	<b>PRICE</b>	<b>\$ 1,550.00</b>
	<b>FREQUENCY</b>	<b>5 TIMES PER WEEK</b>
	<b>DETAILS</b>	<b>TBD</b>

## **ADDITIONAL SERVICE**

EXTERIOR HIGH CORNERS AND WEBBING SERVICE: \$100.00 PER SERVICE

OUTSIDE EDGES AND UNDER CANOPY AREAS – FRONT, SIDES AND POOL AREA OF BUILDING



# SERVICE AGREEMENT



The undersigned Customer hereby accepts the proposal of Deanco Building Solutions, Inc., d/b/a DBS Building Solutions, (the "Company") to arrange for the provision of commercial cleaning services for the premises located at the following address:

**3050 Puerta Del Sol Blvd  
Kissimmee, FL**

(The "Premises") under the following terms:

1. Beginning on \_\_\_\_\_, Customer shall receive professional cleaning services at the Premises from an entity duly formed, insured and experienced in the provision of commercial cleaning services ("Service Provider"), pursuant to the service schedule ("Schedule of Services,") enclosed in this proposal. Services shall be provided **5 times per week, at a monthly cost of \$ 1,300.00.**

*All cleaning equipment and supplies are included in the price, except for consumable supplies (i.e., trash liners, paper products & hand soaps), which can be purchased through Company (inquire with your Sales Representative for pricing).*

**Optional Services (Please check all that apply):**

- I authorize DBS to provide an initial cleaning prior to the start date listed above, for an additional cost of **\$ 445.00.**
- I authorize DBS to clean the interior of \_\_\_ refrigerator(s) each month, for an additional cost of **\$35** each.

2. Services are not provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price will not be pro-rated or reduced for non-performance of scheduled services on the noted holidays.

3. Customer shall pay the pricing above for a period of one year from the date of Service Provider's commencement of services under this Agreement ("Term"). This price may however be adjusted in the event of changes in occupancy, cleaning requirements, or the Scope of Work. Any modification to this agreement must be in writing and signed by Customer and Company. This agreement automatically extends for additional 1-year periods, unless Customer or Company gives 30 days advance written notice of cancellation prior to the end of any Term. The above pricing is subject to an annual increase by an amount not to exceed 3%, except in the event an additional increase is necessary to comply with an increase in minimum wage or applicable laws.

4. Company will invoice Customer each month for that month's service, with payment due by the first of the following month. Payments not received by the 10<sup>th</sup> of the month in which they are due are delinquent and subject to the Company's suspension or cancelation of services pending receipt of payments due. Customer agrees to pay any collections costs incurred by Company due to non-payment. Customer agrees that neither the Company nor Service Provider shall have any liability for suspension or cancelation of service pending receipt of a late payment. Customer's invoice may include additional charges payable by the Customer, as the pricing set forth above excludes any amount that may be due for taxes, including without limitation, any taxes assessed on sales, services or supplies, or any other applicable taxes payable by Customer. Customer hereby agrees to reimburse the Company for any such taxes paid by Company on Customer's behalf.

# SERVICE AGREEMENT



5. If either Customer or Company fails to perform its obligations according to this agreement, the other party shall provide written notice specifying these faults. Upon receipt of written notice, the non-performing party shall have two weeks (14 days) to cure or correct the specified faults. If these faults have not been cured or corrected within the (14) day "cure period", the claiming party may provide (30) day written notice of its intent to terminate service. Nonetheless, DBS reserves the right to suspend or cancel services immediately for non-payment of overdue invoices.

6. Customer will deliver to Company a signed copy of this Agreement and one set of keys for the Service Provider. Company will return keys to Customer upon cancelation of this agreement.

7. Customer agrees that during the term of this agreement and for twelve (12) months thereafter, Customer shall not solicit, employ or contract any employee, Service Provider or representative of DBS Building Solutions. If Customer violates this provision of the Service Agreement, Customer shall pay Company as liquidated damages a sum equal to twelve (12) months' worth of billing defined in this Agreement.

8. All written correspondence and invoice payments shall be mailed to DBS' corporate office and addressed to:  
**DBS Building Solutions, 815 Reservoir Ave, Cranston, RI 02910**

**Please note:** DBS accepts payment via check, ACH and credit card. There is an additional fee equal to 3% of the monthly billing amount for credit card payments made by telephone.

Accepted:

**"Customer"**

**"Company"**

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Date Signed*

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**Please let us know your invoice preferences:**

- ◇ If invoiced can be emailed to [jwright@gmscfl.com](mailto:jwright@gmscfl.com), there is nothing else we need.
- ◇ If you prefer to have invoices emailed to someone else, please provide their name and email address:

\_\_\_\_\_

- ◇ If you prefer to have invoices mailed, please provide the necessary info below:

\_\_\_\_\_

**\*Note: please whitelist [dbsbuidingsolutions.com](mailto:dbsbuidingsolutions.com) to ensure delivery**

# SECTION VIII

# SECTION A

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, October 10, 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 Junior 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
Rhonda Mossing <i>by phone</i>	MBS Capital Markets

**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. Mr. Edgecombe participated by phone.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Public Comment Period (*Limited to 3 Minutes*)**

Mr. Showe stated this was the time for audience members to make any public comments. There were comments about the gates and expenditures.

**FOURTH ORDER OF BUSINESS District Engineer**

Mr. Showe noted the District Engineer was not in attendance.

**FIFTH ORDER OF BUSINESS**

**Business Matters**

**A. Discussion of Revised Draft Rule Chapter I – Recreation Facilities**

Mr. Showe noted the hearing was set for November 14, 2023. Ms. Trucco commented on the changes and revisions made to the Recreation Facilities. The comments included labor costs, arm costs for a minimum of \$250, staff costs, the notice to be advertised, rename to District Facilities, guest admittance number, lost access card costs, waivers, and clubhouse rentals and allowance of guests.

Discussion included comments on patrolling, loitering, prowling, misdemeanors, stalking, suspensions, illegal activities, service animals, Jason's notification of questions on animals, rules on special events, requirements on portable restrooms, use of CDD water and electrical, alcohol usage, additional assurance for alcohol, bartender, licenses, signage on CDD property to include advertising, political issues, protesting signs, clarification of election signs, high user fees, inflation costs, adjustment of fee costs based on events,

#### **B. Consideration of Revised Rule Chapter II – Parking and Towing on District's Roadways**

Mr. Showe noted this is a draft of the revised parking and towing on District roadway policies. Discussion included comments on removal of vehicles, one side of road parking, pass for commercial parking and storage or moving parking, for sale signs on vehicles in the roads, abandoned vehicles time limit, towing company ability to run tags, enforcement of parking rules, vendors, moving of cars, vehicle storage issue, restrictions on parking, specific incident with stickers/tags and parking, adding language for clarification, towing, available parking and first come first serve, overnight parking, parking on hydrants, current available parking at 376 sports for legal parking on streets, changes with no parking in fire hydrants areas create a loss of 137 spots within the community, and the public hearing on November 14<sup>th</sup> posting on website.

#### **C. Consideration of Agreement for Underwriting Services with MBS Capital Markets, LLC**

Mr. Showe noted the past Board discussion on looking into additional bonds and the process. He added MBS could not provide numbers or advice unless they are under contract and will not cost the Board until the bonds are issued.

Ms. Mossing presented the company history and the process for exploring additional bonds. She added there is no obligation for pursuing bonds if they proceed with a contract. Ms. Trucco noted MBS has worked with GMS and they do not have to proceed. Mr. Showe further

explained the process and the costs for a contract. Further discussion ensued on maturity, refinancing, timeframes, issuing of bonds timelines, and pursuing the lowest interest rate.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with all in favor, the Agreement for Underwriting Services with MBS Capital Markets, LLC, was approved.

**D. Discussion of Roving Patrol**

Mr. Showe stated the proposal for a Roving Patrol security officer from Magnosec is for 8 hours for a cost \$250 plus tax. He noted the county is scheduled through the 18<sup>th</sup> of the month but needed the Board approval. He reviewed the current costs and options for costs.

Discussion ensued on vehicle with lights, number of guards, number of days, officer duties, weekend duties, checks, capitalizing on the usage, rotating schedule, HOA sharing, CDD rules enforcement, nighttime patrol, pricing for services, language fluency of officers, scope of services, usage of officers during events, possible need for quotes from vendors, overall community safety services, agreement with county and CDD, weekday and weekend coverage, gate coverage, false sense of security with the patrol, residents want gate security, adding responsibilities to the current proposal.

On MOTION by Mr. Perez, seconded by Mr. Cordova, with Mr. Perez and Mr. Cordova in favor and Mr. Gagnon and Mr. Comas Opposed, the Motion to Approve the Roving Patrol From Magnosec, failed 2-2.

**E. Discussion of Consideration of Proposal from EZ Computer Tech for Security Cameras**

Mr. Showe reviewed the proposal from EZ Computer Tech for security cameras for gatehouse and the clubhouse area. Discussion topics included hard drive issues, experience level, revitalization of current system, guardhouse refurbishment of lock box and specifics with new extra cameras with extended vision, clubhouse cameras upgrade, extended areas, television for reviewing feed, computer for management of security, pricing, installation costs, equipment costs, guarantee functionality, maintenance and repair, number of cameras, concerns of coverage, adding additional cameras if needed, recording system built in during internet loss, possible options for company with more experience, timeline for purchase and installation, any wiring needed not included, tech support, required 85% down payment, the included 55 inch monitor

and who will have access for viewing, Mr. Wright to finalize and negotiate details and sign off on contract, and a possible not to exceed amount.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with Mr. Cordova, Mr. Perez, and Mr. Gagnon in favor and Mr. Comas Opposed, the Proposal from EZ Computer Tech for Security Cameras, was approved 3-1.

Continued discussion included gate concerns, process of monitoring, enforcement with violations, resident property damage, potential lawsuits, attorney fees, and other legal action.

**F. Consideration of Resolution 2024-01 Amending the Fiscal Year 2023 Budget**

Mr. Showe reviewed the Resolution 2024-01 to amend the Fiscal Year 2023 budget. He reviewed the changes made to transfer money for a balanced budget and requirements. He reviewed the budget actuals, the adjustments, expenditures, security costs amount spent last year of \$9,900, and the gate expenditures are under budget by \$5,000.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, Resolution 2024-01 Amending the Fiscal Year 2023 Budget, was approved.

**G. Consideration of Agreement with Keefe, McCulloch CPAs to Provide Auditing Services for the Fiscal Year 2023**

Mr. Showe reviewed the agreement for the annual services for auditing. He recommended approval of the contract and noted the company had good reviews. The cost was not to exceed of \$10,000. The cost last year was \$9000.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with all in favor, the Agreement with Keefe, McCulloch CPAs to Provide Auditing Services for the Fiscal Year 2023, was approved.

**H. Ratification of Estimates from Kings Access Control for Gate System Repairs**

Mr. Showe reviewed the estimates from Kings Access Controls for gate system repairs. He reviewed the costs, purchase of parts, services, and the repairs that were completed. Concerns were voiced on the costs of the gate repairs and monitoring of the needed repairs, Mr. Wright to ensure the monitoring of the vendor charges, and Mr. Comas expressed concerns with the



dissatisfaction with the vendor. A question was asked on the warranty on the SOS system. Further discussion was held on costs, vendor changes, proposal costs at \$890 and \$3,840.

This item needs ratification.

On MOTION by Mr. Gagnon, seconded by Mr. Perez, with Mr. Gagnon, Mr. Perez, and Mr. Cordova in favor and Mr. Comas Opposed, the Costs from Kinds Access Control for Gate System Repairs, was ratified 3-1.

**SIXTH ORDER OF BUSINESS**

**District Counsel**

Ms. Trucco reviewed the outstanding accounting issues, problems with vendor damages, maintenance recommendations from the vendors, and response from their attorney. It was asked if they could proceed with repair or wait for the company. Discussion ensued on costs, preventative maintenance, attorney fees, repairs, and the issues resolved.

**SEVENTH ORDER OF BUSINESS**

**District Manager’s Report**

**A. Approval of Minutes of the August 17, 2023 and September 12, 2023 Meetings**

Mr. Showe reviewed the minutes and he asked for any corrections for comments. The Board had no comments.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Minutes of the August 17, 2023 and the September 12, 2023 Minutes, were approved, as presented.

**B. Action Items List**

Mr. Showe asked the Board for preference on gate access activation dates. Board member stated to not activate until there are more vendor options. Discussion ensued on the process timeline, the speed bumps, two-week notices. Mr. Stowe stated he would follow up with the announcement of a timeframe, get feedback and then emails for activation. Further concerns were discussed to include plan, costs, system issues, and inspections.

**C. Approval of Check Register**

Mr. Showe reviewed the check register and the general fund checks. He noted there was a summary included in the agenda. Questions were expressed on invoice from May 31<sup>st</sup>, a replaced spa hose from August 31<sup>st</sup> for \$250, on gas and electric invoice, spa working updates, issues with the gas leaks, and cost of gas versus electric.

On MOTION by Mr. Perez, seconded by Mr. Cordova, with all in favor, the Check Register, was approved.

**D. Balance Sheet and Income Statement**

Mr. Showe stated there was no action from the Board. He reported the general fund is \$60,000 over budget and they were 100% collected on assessments.

**E. Presentation of Sheriff Patrol Reports**

The Patrol reports and Detail Activity Sheet are both included in the agenda.

**NINTH ORDER OF BUSINESS**

**Field Operations**

**A. Field Manager’s Report**

Mr. Wright presented the Field Manager’s Report to include landscaping, mulching, annuals, and other maintenance items, speed bump recommendations, issues with spike strips, other road repairs, postpone of the road construction and the speed bumps, the meeting on October 4<sup>th</sup>, gate updates, camera options, and playground updates. Completion of inspections was discussed. Sections of the road repair discussed and landscaping contract.

Ms. Trucco discussed maintaining property and buffers for homes, CDD property, other garbage and possible removal, property owners and agreement with the Developer, maintaining dock property and she suggested a review of old files to confirm. Discussion continued on the dock, ownership and repairs needed. Ms. Trucco will request title.

It was noted the road repairs are scheduled to being on October 4, 2023

It was asked about the weight of the trucks going in the area as a concern. It was asked who did the repairs if the depressions. Further discussion on the company that completed the repairs. Other concerns were the reason of a 3<sup>rd</sup> party contractor, other depressions and locations were discussed as a liability and should be a top priority. Spending of the money, continued washout concerns and continued expense.

Discussion ensued on the Clubhouse roof needs repair and proposals, having the depressions and roof repair out of capital projects.

**i. Proposal from Blade Runners to Replace Damaged Sod**

Mr. Wright noted the proposal from Blade Runners to replace damaged sod. He described the specifics of the job. Discussion ensued on problems of depressions and these issues to

consider, the depressions and locations. Mr. Gagnon suggested buying in bulk for better pricing. The proposal is for \$950 for sod and damage to homes during the storm.

There was a motion and a second.

Further discussion was held on the specific location. Another motion was made and passed with a 3-1 vote.

On MOTION by Mr. Gagnon, seconded by Mr. Perez, with Mr. Gagnon and Mr. Perez in favor and Mr. Cordova and Mr. Comas Opposed, the Motion to Approve the Proposals from Bladerunners to Replace Damaged Sod, failed 2-2.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with Mr. Cordova, Mr. Perez, and Mr. Gagnon in favor and Mr. Comas Opposed, the Proposal from Bladerunners for Sod, was approved 3-1.

**ii. Proposal from Blade Runners to Reduce Palm Tree Boots**

Mr. Wright presented the proposal to reduce the palm tree boots at the clubhouse for \$1,200. Specifics of the scope of services were discussed to include the condition of the palms at the clubhouse and concern with causing damage. He recommended addressing the problem. Mr. Perez made a motion but the motion died for lack of a second.

**iii. Proposal from Kings Access Control for Gate Letters**

Mr. Wright presented the proposal from Kings Access for \$1,400 for gate letters. The specifics of the gate letters were explained. It was suggested to revisit this proposal and exploring other vendors and other options. The expense and cost were further discussed.

**iv. Proposal from Kings Access Control for Gate Stop Light Repair**

Mr. Wright presented the proposal from Kings Access for control for gate stop light repair for \$1,230. LED lights were discussed. No action was taken.

**NINTH ORDER OF BUSINESS**

**Supervisor’s Requests & Comments**

Mr. Showe asked for Supervisor’s requests and audience comments. There was discussion on the contract deadline to cancel. It was asked if the alarm system was being turned on and why were we paying for monitoring. It is not activated due to the access system. Mr. Wright will investigate further.

**TENTH ORDER OF BUSINESS**

**Next Meeting Date – November 14, 2023  
at 5:00 PM**

Mr. Showe stated the next meeting date will be on November 14, 2023 at 5:00 p.m.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION B

VillaSol CDD Action Items  
11/14/2023

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	11/27/23	Expecting to test cameras and implement gate system 11/27/23
2	Rec Center AC Repair	Showe/Wright	Complete	6/1/23			Completed
3	Camera Access	Showe/Wright	Ongoing	6/1/23			Camera work expected Week Of 11/6/23
4	Pool Equipment	Showe/Wright	On Hold	6/1/23			Staff getting proposals
5	Gym Equipment	Showe/Wright	On Hold	6/1/23			Non-functional equipment removed
6	Spike Installation Investigation	Showe/Wright	Ongoing	6/1/23			Spikes removed, claims turned into CDD Insurance
7	Clubhouse Roof	Showe/Wright	Ongoing	6/7/23			See Proposals

# SECTION C

**VillaSol**  
COMMUNITY DEVELOPMENT DISTRICT

**Check Register**  
**Fiscal Year 2024**  
**10/1/23 - 10/31/23**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
10/12/23	5749 voided	<b>(\$27,840.00)</b>
10/10/23	5756 - 5764	\$32,204.24
10/12/23	5765	\$27,840.00
10/18/23	5766 - 5774	\$34,017.96
10/19/23	5775	\$6,670.00
10/23/23	5776 - 5778	\$10,505.19
10/24/23	5779	\$597.12
10/25/23	5780 - 5784	\$4,954.13
10/27/23	5785	\$3,000.00
10/30/23	5786 - 5789	\$13,912.31
10/31/23	5790	\$4,500.00
<b>TOTAL</b>		<b>\$110,360.95</b>



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/12/23	00002	9/14/23	3499	202309	320	53800	60200			V	27,840.00-		
			BALANCE - NEW GATE EQUIP						KINGS ACCESS CONTROL SOLUTIONS, LLC			27,840.00-	005749
10/10/23	00004	10/01/23	458749	202310	320	53800	46200			*	5,000.00		
			OCT 23 - LANDSCAPE										
		10/03/23	458769	202310	320	53800	49000			*	739.40		
			C/H - IRRIGATION REPAIRS										
		10/04/23	458783	202310	340	53800	46300			*	850.00		
			REMOVED DEAD PINE TREE						BLADE RUNNERS COMMERCIAL			6,589.40	005756
10/10/23	00063	10/03/23	10032023	202309	300	34700	10000			*	450.00		
			CH SECURITY DEP. REFUND						LUIS & TAMEKA CORRALES			450.00	005757
10/10/23	00031	10/02/23	88577	202310	310	51300	54000			*	175.00		
			SPECIAL DISTRICT FEE FY24						DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	005758
10/10/23	00030	9/27/23	20231	202310	310	51300	45000			*	19,745.00		
			INSURANCE 10/1/23-10/1/24						EGIS INSURANCE ADVISORS			19,745.00	005759
10/10/23	00002	9/28/23	4009	202309	320	53800	46004			*	1,200.00		
			INSTALLED 4 BOLLARDS										
		10/05/23	4034	202309	320	53800	34501			*	222.14		
			SEP 23 MONTHLY BUS.PLAN						KINGS ACCESS CONTROL SOLUTIONS, LLC			1,422.14	005760
10/10/23	00007	10/02/23	1392	202309	320	53800	34500			*	1,181.28		
			SECURITY 09/18-10/01/232						MAGNOSEC, CORP.			1,181.28	005761
10/10/23	00062	10/03/23	10032023	202309	300	34700	10000			*	400.00		
			CH SECURITY DEP. REFUND						RUTH BERRIOS			400.00	005762
10/10/23	00010	10/01/23	PSI02027	202310	320	53800	46800			*	688.42		
			OCT 23 LAKE MAINT.						SOLITUDE LAKE MANAGEMENT			688.42	005763
10/10/23	00012	10/01/23	52289	202310	330	57200	46500			*	1,553.00		
			OCT 23 - POOL SERVICE						TECHNI-POOLS			1,553.00	005764

VILA VILLASOL CDD SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/12/23	00002	9/14/23 3499	202309 320-53800-60200	BALANCE - NEW GATE EQUIP	*	27,840.00	
				KINGS ACCESS CONTROL SOLUTIONS, LLC			27,840.00 005765
10/18/23	00044	8/17/23 08172023	202308 310-51300-11000	BOARD PAY 8.17.23 MTG	*	184.70	
				MICHAEL J EDGECOMBE			184.70 005766
10/18/23	00001	8/31/23 13	202308 330-57200-49000	AUG 23 - GENERAL MAINT.	*	4,296.20	
		9/30/23 17	202310 310-51300-31400	ASSESSMENT ADMIN. FY24	*	5,000.00	
		10/01/23 14	202310 310-51300-34000	OCT 23 - MGMT FEE	*	4,083.33	
		10/01/23 14	202310 310-51300-49500	OCT 23 - WEBSITE ADMIN	*	100.00	
		10/01/23 14	202310 310-51300-35100	OCT 23 - INFORMATION TEC	*	150.00	
		10/01/23 14	202310 310-51300-31300	OCT 23 - DISSEMINATION	*	83.33	
		10/01/23 14	202310 310-51300-51000	OCT 23 - OFFICE SUPPLIES	*	3.31	
		10/01/23 14	202310 310-51300-42000	OCT 23 - POSTAGE	*	52.48	
		10/01/23 14	202310 310-51300-42500	OCT 23 - COPIES	*	52.50	
		10/01/23 15	202310 320-53800-34000	OCT 23 - FIELD MGMT	*	1,666.67	
		10/01/23 16	202310 330-57200-34000	OCT 23 - AMENITY MGMT	*	3,120.00	
				GMS-CF, LLC			18,607.82 005767
10/18/23	00002	10/11/23 4022	202310 320-53800-46004	INSTALLED SOS	*	890.00	
		10/11/23 4023	202310 320-53800-46004	AWID RFID READER INSTALL	*	3,840.00	
				KINGS ACCESS CONTROL SOLUTIONS, LLC			4,730.00 005768
10/18/23	00006	10/13/23 121374	202309 310-51300-31500	SEP 23 - GENERAL MATTERS	*	6,870.08	
				LATHAM, LUNA, EDEN & BEAUDINE			6,870.08 005769
10/18/23	00007	10/16/23 1408	202310 330-57200-34500	SECURITY 10/2-10/15/23	*	1,104.00	
				MAGNOSEC, CORP.			1,104.00 005770

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/18/23	00064	8/17/23	08172023	202308	310	51300	11000		BOARD PAY 8.17.23 MTG	*	184.70		
									MARIO CORDOVA			184.70	005771
10/18/23	00008	9/28/23	54974	202310	330	57200	34600		SHERIFF SVC 9/27-10/7/23	*	1,276.32		
									OSCEOLA COUNTY SHERIFF'S OFFICE			1,276.32	005772
10/18/23	00005	9/13/23	2334935	202308	310	51300	31100		GEN ENG SVC THRU 08/25/23	*	975.00		
									DEWBERRY ENGINEERS INC.			975.00	005773
10/18/23	00037	9/20/23	79F1C7AF	202309	310	51300	48000		LEG&PUB NOTICE 9/28/23	*	85.34		
									OSCEOLA NEWS-GAZETTE			85.34	005774
10/19/23	00065	10/12/23	1531	202310	320	53800	60200		SECURITY CAMERAS DEPOSIT	*	6,670.00		
									EZ COMPUTER TECH			6,670.00	005775
10/23/23	00005	10/20/23	2348347-	202309	310	51300	31100		GEN ENG SVC THRU 09/29/23	*	1,807.50		
		10/20/23	2348347-	202309	310	51300	31100		CONS EN.SVC THRU 08/25/23	*	3,420.00		
									DEWBERRY ENGINEERS INC.			5,227.50	005776
10/23/23	00021	10/20/23	51782	202310	310	51300	49000		BANK FEE	*	45.00		
									EXERCISE SYSTEMS			45.00	005777
10/23/23	00066	10/17/23	137143	202310	320	53800	46004		INSTALLED SPEED BUMPS	*	5,232.69		
									ROSE PAVING LLC			5,232.69	005778
10/24/23	00004	9/11/23	458696	202309	340	53800	46000		REPLACED BROKEN HEADS Z12	*	597.12		
									BLADE RUNNERS COMMERCIAL			597.12	005779
10/25/23	00049	9/14/23	1632660-	202309	320	53800	43000		SVC 09/05-10/03/23	*	1,998.96		
		9/14/23	1632660-	202309	320	53800	43000		SVC 09/05-10/03/23	*	51.58		
		9/14/23	1632660-	202309	320	53800	43000		SVC 09/05-10/03/23	*	80.87		
		9/14/23	1632660-	202309	320	53800	43000		SVC 09/05-10/03/23	*	48.14		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		9/14/23	1632660- SVC 09/05-10/03/23	202309	320	53800	43000			*	135.38		
		9/14/23	1632660- SVC 09/05-10/03/23	202309	330	57200	43000			*	1,116.71		
									KISSIMMEE UTILITY AUTH (AUTOPAY)			3,431.64	005780
10/25/23	00011	9/17/23	20057170 C/H TV&INT 09/17-10/16/23	202310	330	57200	41050			*	137.98		
		9/28/23	20174640 G/H INT 09/28-10/27/23	202310	320	53800	46004			*	239.96		
									SPECTRUM CHARTER (AUTOPAY)			377.94	005781
10/25/23	00040	9/07/23	1632660- SVC 08/06/23-09/07/23	202308	320	53800	43100			*	81.58		
		9/07/23	1632660- SVC 08/06/23-09/07/23	202308	320	53800	43100			*	32.34		
		9/07/23	1632660- SVC 08/06/23-09/07/23	202308	320	53800	43100			*	21.66		
		9/07/23	1632660- SVC 08/06/23-09/07/23	202308	330	57200	43100			*	251.30		
									TOHO WATER AUTHORITY (AUTOPAY)			386.88	005782
10/25/23	00014	9/29/23	0112546- SERVICE 10/01-10/31/23	202310	330	57200	43200			*	664.67		
									WASTE MANAGEMENT (AUTOPAY)			664.67	005783
10/25/23	00013	9/07/23	5373916 SEP PEST CONTROL	202309	330	57200	46001			*	93.00		
									TERMINIX (AUTO-PAY)			93.00	005784
10/27/23	00016	10/27/23	161 DEPOSIT FOR C/HOUSE EQUIP	202310	330	57200	46001			*	3,000.00		
									AMV PROSOLUTIONS LLC			3,000.00	005785
10/30/23	00004	11/01/23	458815 NOV LANDSCAPE	202311	320	53800	46200			*	5,000.00		
									BLADE RUNNERS COMMERCIAL			5,000.00	005786
10/30/23	00001	9/30/23	18 13 TRUNCATED DOMES	202309	330	57200	49000			*	3,965.02		
		9/30/23	184 SEP 23 - GENERAL MAINT.	202309	330	57200	49000			*	3,713.75		
									GMS-CF, LLC			7,678.77	005787
10/30/23	00008	10/12/23	55024 SHERIFF SVC 10/11-10/18	202310	330	57200	34600			*	957.24		
									OSCEOLA COUNTY SHERIFF'S OFFICE			957.24	005788
									VILA VILLASOL CDD SNEEROOA				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/30/23	00012	10/24/23 52568	202310 330-57200-46003	REPLACED PVC CAP \$ LIGHT TECHNI-POOLS	*	276.30	276.30 005789
10/31/23	00016	10/27/23 162	202310 330-57200-46001	BAL FOR C/H EQUIPMENT AMV PROSOLUTIONS LLC	*	4,500.00	4,500.00 005790
TOTAL FOR BANK A						110,360.95	
TOTAL FOR REGISTER						110,360.95	

# SECTION D

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

***Unaudited Financial Reporting***  
***October 31, 2023***



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**VillaSol**  
**Community Development District**  
**Combined Balance Sheet**  
**October 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 36,830	\$ -	\$ 36,830
Accounts Receivables	10,893	-	10,893
Due from General Fund	-	1,625	1,625
<u>Investments:</u>			
Bank United Money Market	440,263	-	440,263
<u>Series 2018</u>			
Reserve A-1	-	87,273	87,273
Revenue A-1	-	131,782	131,782
Reserve A-2	-	17,938	17,938
Prepaid Expenses	5,000	-	5,000
Deposits	4,074	-	4,074
<b>Total Assets</b>	<b>\$ 497,060</b>	<b>\$ 238,617</b>	<b>\$ 735,677</b>
<b>Liabilities:</b>			
Accrued Expenses	\$ 3,909	\$ -	\$ 3,909
Due to Debt Service	1,625	-	1,625
Clubhouse Rental Security Deposits	600	-	600
FICA Payable	122	-	122
<b>Total Liabilities</b>	<b>\$ 6,256</b>	<b>\$ -</b>	<b>\$ 6,256</b>
<b>Fund Balance:</b>			
Nonspendable:			
Prepaid Items	\$ 5,000	\$ -	\$ 5,000
Deposits	4,074	-	4,074
Restricted for:			
Debt Service - Series	-	238,617	238,617
Unassigned	481,730	-	481,730
<b>Total Fund Balances</b>	<b>\$ 490,804</b>	<b>\$ 238,617</b>	<b>\$ 729,421</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 497,060</b>	<b>\$ 238,617</b>	<b>\$ 735,677</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 764,307	\$ -	\$ -	\$ -
Interest Income	11,500	958	1,870	912
Room Rentals	2,000	167	-	(167)
Access Cards	3,000	250	-	(250)
<b>Total Revenues</b>	<b>\$ 780,807</b>	<b>\$ 1,375</b>	<b>\$ 1,870</b>	<b>\$ 495</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 9,000	\$ 1,000	\$ 800	\$ 200
PR-FICA	689	77	61	15
Engineering	35,000	2,917	-	2,917
Attorney	35,000	2,917	-	2,917
Annual Audit	9,250	9,250	-	9,250
Assessment Administration	5,000	5,000	5,000	-
Arbitrage Rebate	600	-	-	-
Dissemination Agent	1,000	83	83	0
Trustee Fees	6,410	2,671	2,671	-
Management Fees	49,000	4,083	4,083	0
Property Appraiser	400	400	-	400
Information Technology	3,000	250	150	100
Website Maintenance	4,000	333	100	233
Telephone	100	8	-	8
Postage & Delivery	1,600	133	52	81
Insurance General Liability	22,337	22,337	19,745	2,592
Printing & Binding	4,000	333	53	281
Legal Advertising	1,000	83	-	83
Other Current Charges	15,000	1,250	101	1,150
Office Supplies	400	33	3	30
Dues, Licenses & Subscriptions	175	175	175	-
Property Taxes	500	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 203,461</b>	<b>\$ 53,335</b>	<b>\$ 33,078</b>	<b>\$ 20,257</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures</b>				
Field Management	\$ 20,000	\$ 1,667	\$ 1,667	\$ (0)
Gate Access	15,000	1,250	-	1,250
Electricity	25,000	2,083	2,385	(301)
Water & Sewer	3,100	258	250	8
Contract - Landscape	60,000	5,000	5,000	-
Contract - Lake Maintenance	8,040	670	688	(18)
R&M Common Area	15,000	1,250	-	1,250
R&M Other Landscape	15,000	1,250	1,589	(339)
R&M Gatehouse	11,400	950	10,203	(9,253)
R&M Roads & Alleyways	20,000	1,667	-	1,667
R&M Signage	1,000	83	-	83
R&M Pipe Inlet and Structure	142,000	11,833	-	11,833
Property Taxes	540	45	-	45
Access Control Maintenance	1,100	92	-	92
Bar Codes	2,000	167	-	167
Capital Outlay	-	-	6,670	(6,670)
<b>Subtotal Field Expenditures</b>	<b>\$ 339,180</b>	<b>\$ 28,265</b>	<b>\$ 28,452</b>	<b>\$ (187)</b>
<b>Parks and Recreation Expenditures</b>				
Amenity Management	\$ 37,440	\$ 3,120	\$ 3,120	\$ -
Security Services	22,000	1,833	1,104	729
Contract - Sheriff Service	15,000	1,250	2,234	(984)
Contract - Pool Maintenance	7,740	645	1,553	(908)
Contract - Fountains	1,588	132	-	132
Electricity	12,450	1,038	1,044	(6)
Water & Sewer	2,300	192	230	(38)
Internet	5,400	450	138	312
Amenity - Refuse Service	4,200	350	665	(315)
R&M Clubhouse	11,000	917	7,500	(6,583)
R&M Pools	9,700	808	276	532
R&M Parks	500	42	-	42
R&M Tennis Courts	500	42	-	42
Access Control	500	42	-	42
Contingency	250	21	-	21
<b>Subtotal Parks and Recreation Expenditures</b>	<b>\$ 130,568</b>	<b>\$ 10,881</b>	<b>\$ 17,863</b>	<b>\$ (6,983)</b>
<b>Total Expenditures</b>	<b>\$ 673,209</b>	<b>\$ 92,481</b>	<b>\$ 79,393</b>	<b>\$ 13,087</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 107,598</b>	<b>\$ (91,106)</b>	<b>\$ (77,523)</b>	<b>\$ 13,583</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
<b><i>Other Financing Sources/(Uses):</i></b>				
Transfer In/(Out)	\$ (300,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (300,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (192,402)</b>	<b>\$ (91,106)</b>	<b>\$ (77,523)</b>	<b>\$ 13,583</b>
<b>Fund Balance - Beginning</b>	<b>\$ 172,298</b>		<b>\$ 568,327</b>	
<b>Fund Balance - Ending</b>	<b>\$ (20,104.00)</b>		<b>\$ 490,804</b>	

# VillaSol

## Community Development District

### Debt Service Fund Series

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted Budget	Prorated Budge Thru 10/31/23	Actual Thru 10/31/23	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 212,717	\$ -	\$ -	\$ -
Interest Income	100	8	-	(8)
<b>Total Revenues</b>	<b>\$ 212,817</b>	<b>\$ 8</b>	<b>\$ -</b>	<b>\$ (8)</b>
<b>Expenditures:</b>				
<b>Series 2018 A-1</b>				
Interest - 11/1	\$ 24,069	\$ -	\$ -	\$ -
Interest - 11/1	6,919	-	-	-
Principal - 5/1	120,000	-	-	-
<b>Series 2018 A-1</b>				
Principal - 5/1	20,000	-	-	-
Interest - 5/1	24,069	-	-	-
Interest - 5/1	6,919	-	-	-
<b>Total Expenditures</b>	<b>\$ 201,976</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 10,841</b>	<b>\$ 8</b>	<b>\$ -</b>	<b>\$ (8)</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>Net Change in Fund Balance</b>	<b>\$ 10,841</b>	<b>\$ 8</b>	<b>\$ -</b>	<b>\$ (8)</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 238,617</b>	
<b>Fund Balance - Ending</b>	<b>\$ 10,841</b>		<b>\$ 238,617</b>	

**VillaSol**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
<b><u>Revenues</u></b>				
Interest	\$ 7,000	\$ 583	\$ -	\$ (583)
<b>Total Revenues</b>	<b>\$ 7,000</b>	<b>\$ 583</b>	<b>\$ -</b>	<b>\$ (583)</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 7,000</b>		<b>\$ -</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ 300,000	\$ 42,857	\$ -	\$ (42,857)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 300,000</b>	<b>\$ 42,857</b>	<b>\$ -</b>	<b>\$ (42,857)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 307,000</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ 307,000</b>		<b>\$ -</b>	

**VillaSol**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	1,870	-	-	-	-	-	-	-	-	-	-	-	1,870
<b>Total Revenues</b>	<b>\$ 1,870</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,870</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
PR-FICA	61	-	-	-	-	-	-	-	-	-	-	-	61
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	83	-	-	-	-	-	-	-	-	-	-	-	83
Trustee Fees	2,671	-	-	-	-	-	-	-	-	-	-	-	2,671
Management Fees	4,083	-	-	-	-	-	-	-	-	-	-	-	4,083
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	-	-	-	-	-	-	-	-	-	-	-	150
Website Maintenance	100	-	-	-	-	-	-	-	-	-	-	-	100
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	52	-	-	-	-	-	-	-	-	-	-	-	52
Insurance General Liability	19,745	-	-	-	-	-	-	-	-	-	-	-	19,745
Printing & Binding	53	-	-	-	-	-	-	-	-	-	-	-	53
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	101	-	-	-	-	-	-	-	-	-	-	-	101
Office Supplies	3	-	-	-	-	-	-	-	-	-	-	-	3
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 33,078</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,078</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	\$ 1,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,667
Gate Access	-	-	-	-	-	-	-	-	-	-	-	-	-
Electricity	2,385	-	-	-	-	-	-	-	-	-	-	-	2,385
Water & Sewer	250	-	-	-	-	-	-	-	-	-	-	-	250
Contract - Landscape	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Contract - Lake Maintenance	688	-	-	-	-	-	-	-	-	-	-	-	688
R&M Common Area	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Other Landscape	1,589	-	-	-	-	-	-	-	-	-	-	-	1,589
R&M Gatehouse	10,203	-	-	-	-	-	-	-	-	-	-	-	10,203
R&M Roads & Alleyways	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Signage	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Pipe Inlet and Structure	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Control Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Bar Codes	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	6,670	-	-	-	-	-	-	-	-	-	-	-	6,670
<b>Subtotal Field Expenditures</b>	<b>\$ 28,452</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,452</b>
<b>Parks and Recreation Expenditures</b>													
Amenity Management	\$ 3,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,120
Security Services	1,104	-	-	-	-	-	-	-	-	-	-	-	1,104
Contract - Sheriff Service	2,234	-	-	-	-	-	-	-	-	-	-	-	2,234
Contract - Pool Maintenance	1,553	-	-	-	-	-	-	-	-	-	-	-	1,553
Contract - Fountains	-	-	-	-	-	-	-	-	-	-	-	-	-
Electricity	1,044	-	-	-	-	-	-	-	-	-	-	-	1,044
Water & Sewer	230	-	-	-	-	-	-	-	-	-	-	-	230
Internet	138	-	-	-	-	-	-	-	-	-	-	-	138
Amenity - Refuse Service	665	-	-	-	-	-	-	-	-	-	-	-	665
R&M Clubhouse	7,500	-	-	-	-	-	-	-	-	-	-	-	7,500
R&M Pools	276	-	-	-	-	-	-	-	-	-	-	-	276
R&M Parks	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Tennis Courts	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Control	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Parks and Recreation Expenditures</b>	<b>\$ 17,863</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,863</b>
<b>Total Expenditures</b>	<b>\$ 79,393</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 79,393</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (77,523)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (77,523)</b>
<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>\$ (77,523)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (77,523)</b>



**VillaSol**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2018 A-1, Special Assessment Revenue Refunding Bonds</b>	
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>

<b>Series 2018 A-2, Special Assessment Revenue Refunding Bonds</b>	
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)
<b>Current Bonds Outstanding</b>	<b>\$285,000</b>

# SECTION E



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: Villa Sol

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
10/14/23	2100	Beginning Mileage – 60995	10-08 - On Duty	
	2120	Puerto Del Sol Blvd	Traffic stop	Verbal
	2125	Puerto Del Sol Blvd	Traffic stop	AIOF4XE
	2209	Camino Real	Traffic stop	AIOF4ZE
	2326	Puerto Del Sol Blvd	Traffic stop	AIOF53E
10/15/23	0017	Camino Real	Traffic stop	AIOF57E, 103937W
	0043	Via Otero Drive	Traffic stop	AIOF5AE, AIOF5BE, AIOF5CE, AIOF5DE
10/15/23	0100	Ending Mileage – 61011	10-07 – Off Duty	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	8	Citations		Parks	
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Donald MacAllaster ID #: 1150 Date: 10/15/23



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: VILLA DEL SOL

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
10/17/23	2000-2030	EVERY STREET	PATROL	
	2030-2130	CAMINO REAL/ PUERTA DEL SOL	TRAFFIC/RADAR	
	2130-2230	SIESTA VIEW DR	TRAFFIC/ RADAR	
	2230-2300	PUERTA DEL SOL/ SANGRIA	PATROL/TRAFFIC	
	2300-2345	CAMINO REAL/ PUERTA DEL SOL	TRAFFIC	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	2	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: DS LEON ID #: 2774 Date: 10/17/23

**Villa Sol CDD**  
**3050 Puerta Del Sol**  
**KISSIMMEE, FL 34744**

October 24, 2023

2000/2127 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2133/Traffic Stop – Silver Toyota Corolla – Citation for speeding

2147/Traffic Stop – Grey Honda CRV– Citation for running stop sign

2158/2222 – Patrolled the neighborhood to show law enforcement presents and to detour crime.

2230/Traffic Stop – Black Honda Accord – Citation for running stop sign

2241/Traffic Stop – White Kia Sorento – Citation for running stop sign

2257/Traffic Stop – Silver Buick – Citation for running stop sign

2304/2328 - Patrolled the neighborhood to show law enforcement presents and to detour crime.

2317/Traffic Stop – Silver Subaru Forester – Citation for running stop sign

2328/Traffic Stop – Blue Toyota Camry– Verbal Warning for driving with defective headlights

2338/0005 - Patrolled the neighborhood to show law enforcement presents and to detour crime.



# Osceola County Sheriff's Office

## Detail Activity Sheet

Job Site: Villa Sol

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
10/28/2023	2048	Villa Sol	Begin detail	23C224323
10/28/2023	2055	Community Center Parking lot	Suspicious vehicle. Shyhid Ross	Was sitting in the front
Passenger seat	By himself and	Did not want to identify himself when I walked up to him	I was able to confirm Mr. Ross's	Identity through the license
Plate on the	Vehicle.	Mr. Ross advised me he lives in Villa Sol. The license	Plate on the vehicle, PGK-X79,	Comes back to Sangria St.,
However, Mr.	Ross's ID card	Does not come back to Sangria Street.		
10/28/2023	2219	Puerto Del Sol Boulevard / Camino Real Drive South	Traffic stop / stop sign. Two	Written warnings and one
Citation issued.				
10/28/2023	2252	Puerto Del Sol Boulevard / Camino Real Drive South	Traffic stop / stop sign. Written	Warning issued.
10/28/2023	2315	Puerto Del Sol Boulevard / Camino Real Drive North	Traffic stop / stop sign. Written	Warning issued.
10/28/2023	2332	Community Center Parking lot	Checked the area. All appears to	Be in order.
10/29/2023	0101	Villa Sol	End detail	23C224323

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	1
Reports		Ordinance						Construction	

Name: Brad Butler #1209 Date: 10/28/2023

**Villa Sol CDD**  
**3050 Puerta Del Sol**  
**KISSIMMEE, FL 34744**

November 2, 2023

2010/2035 – Patrolled the neighborhood to show law enforcement presence and to detour crime.

2044/Traffic Stop – Red Toyota Prius – Verbal Warning for driving with no lights

2059/Traffic Stop – Blue Honda Accord– Verbal Warning for defective equipment

2107/2132 – Patrolled the neighborhood to show law enforcement presence and to detour crime.

2139/Traffic Stop – Burgandy Acura TL – Written Warning for running stop sign

2149/Traffic Stop – Blue Ford Escape – Citation for running stop sign and driving while license suspended

2155/2219 - Patrolled the neighborhood to show law enforcement presence and to detour crime.

2230/Traffic Stop – Silver Acura TSX - Citation for running stop sign

2242/Traffic Stop – Black Toyota 4Runner– Verbal Warning for following too close

2305/Traffic Stop – Black Volkswagen GTI – Written Warning for running stop sign

2309/2333 - Patrolled the neighborhood to show law enforcement presence and to detour crime.

2342/Traffic Stop – Silver Cadillac - Citation for running stop sign

2347/0010 - Patrolled the neighborhood to show law enforcement presence and to detour crime.

# SECTION IX



# SECTION A

# Villa Sol CDD

## Field Management Report



November 14th, 2023

Jarett Wright

Field Manager

GMS

# Landscaping

## Landscaping Review

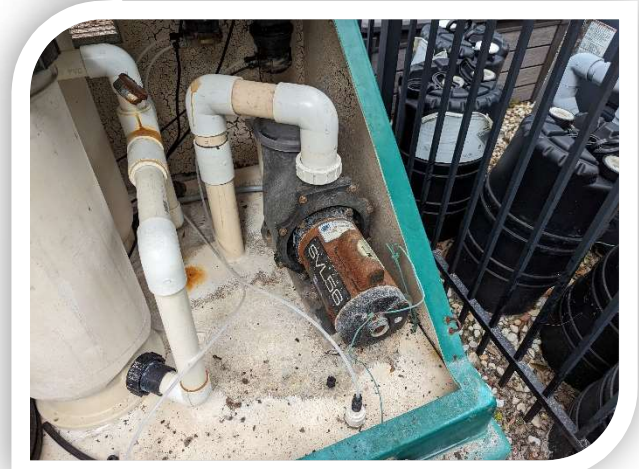
- + New sod was installed along the median beds, as well as the damaged area along Via Otero.
- + 2 new doggie pot stations were installed to replace the damaged ones.
- + Palm pruning is scheduled for later this month.



# Site Items

## Pool / Spa – Maintenance and Repairs

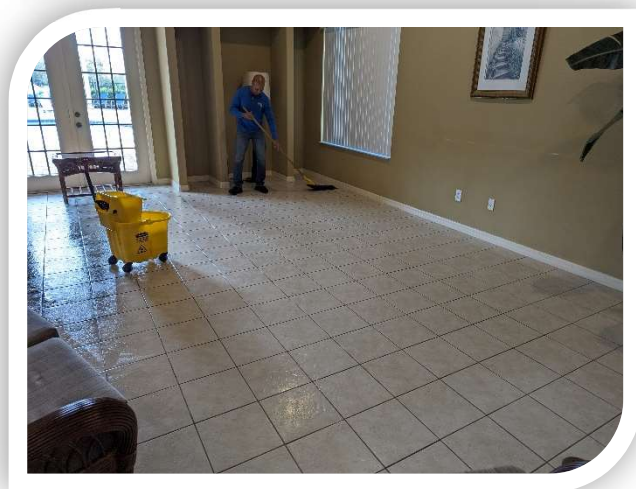
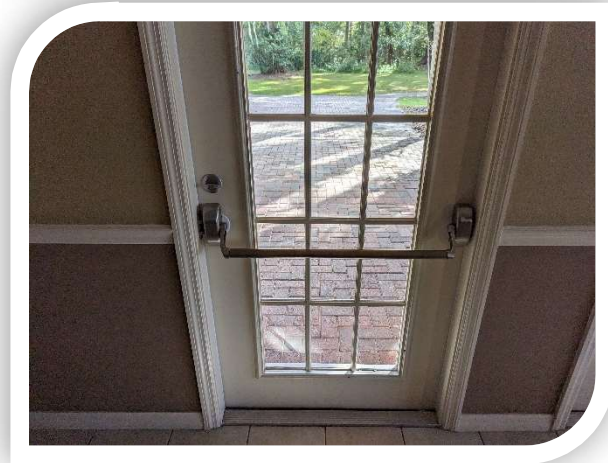
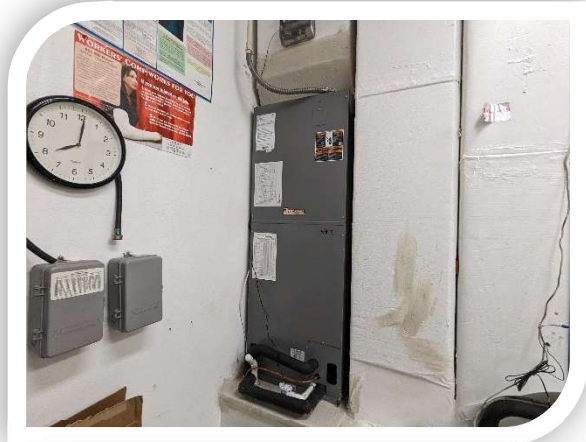
- ✚ Sourced proposals from alternate pool vendors to ensure the district was getting the best price / quality of service.
- ✚ Working with the current vendor to clean up the pump housing units and replace filter grid.
- ✚ Gathered proposals to replace the spa heater with an electrical model. Also, received proposal for repairing any damaged pieces of the system.\
- ✚ Working with vendor to get proposals for damaged ADA lift parts.



# Completed

## Clubhouse Maintenance

- ✚ DBS Cleaning was selected as the alternate janitorial service provider. Anticipated start date is 11/13/2023.
- ✚ New AC unit with 10-year warranty was installed.
- ✚ 1 panic exit cross bar was installed in the meeting room emergency exit. A separate model had to be ordered for the other door and will be installed upon arrival.
- ✚ All flooring has been deep cleaned and polished.
- ✚ New security flood lights will be installed around the clubhouse.



# Site Items

## Roof Repairs

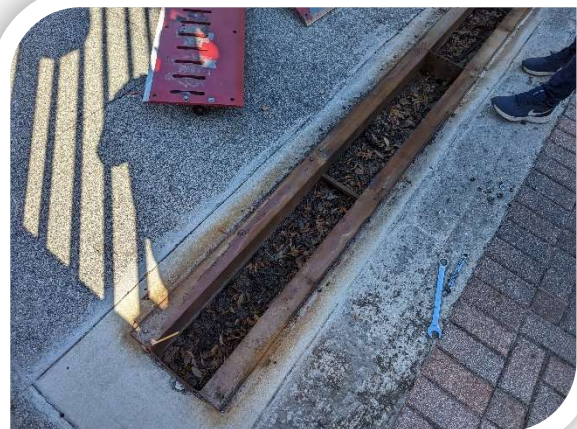
- Received proposals from multiple vendors to replace the tile roof at the clubhouse.
- Options to replace with similar tile, or metal snap lock.



# Site Items

## Gate Update

- ✚ Asphalt speed bumps were installed, and the spike strips were removed. Spike strips are currently being stored at the GMS Warehouse.
- ✚ New camera system is expected to be installed on 11/8/2023.
- ✚ Anticipated start date for full gate operations is November 27th. This will allow enough time to test all the cameras and systems, and not interfere with Thanksgiving.



# 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 1

## Villa Sol CDD Maintenance Bid Summary

<b>Pool Maintenance</b>	<b>Scope</b>	<b>Monthly Cost</b>	<b>Total Annual Cost</b>
Techni-Pools	3 X Weekly Pool, Spa, and Fountain Maintenance	\$1,553.00	\$18,636.00
5 Star Pools	3 X Weekly Pool, Spa, and Fountain Maintenance	\$258.00 spa / \$725.00 pool; TOTAL: \$983.00 + Chemicals	\$11,796 + Chemicals
Exalt Outdoor Services	3 X Weekly Pool, Spa, and Fountain Maintenance	TBD	TBD

<b>Spa Filtration Repairs</b>	<b>Scope</b>	<b>Notes</b>	<b>Total Cost</b>
Techni-Pools - Option 1	Replace Spa Filtration Pump with 1.65THP Jandy Flo Pro VS - 3 year warranty and Energy Effecient	Recommend Replacement Over Repairs.	\$1,875.80
Techni-Pools - Option 2	Replace Spa Filtration Pump Motor and Seals - Single Speed 2HP		\$845.60

<b>Spa Heater Repairs</b>	<b>Scope</b>	<b>Notes</b>	<b>Total Cost</b>
Techni-Pools	Replace Spa ORP with electric system; Level area and reinstall hurricane pad		\$2,919.52
5 Star Pools	-Replace Main Pump with 1X Hayward up to 1.65HP Commercial Spa service pump. -Replace Therapy pump with 1X Hayward up to 2.7HP Tristar VS900 Commercial Spa Therapy pump -Level area and reinstall new hurricane pad		\$6,344.00
Exalt Outdoors			TBD

<b>Pool Filter Grid Replacement</b>	<b>Scope</b>	<b>Notes</b>	<b>Total Cost</b>
Techni-Pools	Replace 54 x 19" DE Filter Grids	This should be done annually	
5 Star Pools	Replace 54 x 19" DE Filter Grids	This should be done annually	\$1,620.00

<b>Clubhouse Roof Replacement</b>	<b>Scope</b>	<b>Notes</b>	<b>Total Cost</b>
Icon Roofing	Replace current tile roof with Tile Spanish Type S; 10 - Workmanship Warranty	Unforeseen items will be at an additional cost	\$105,000.00
Icon Roofing	Replace current tile roof with metal snap lock roof; 10 - Workmanship Warranty	Unforeseen items will be at an additional cost	\$108,000.00
Janney Roofing	Replace current tile roof with Eagle concrete tile;	Unforeseen items will be at an additional cost	\$92,575.00
Sky Light Roofing Inc	Replace current tile roof with Eagle concrete tile; 7 Year Labor Warranty, 40 Year Manufacturers Warranty	Unforeseen items will be at an additional cost	\$85,006.00

# SECTION B

# SECTION 1



**FIVE STAR PRO SERVICES LLC**

Villa Sol CDD  
5385 N Nob Hill Rd  
Sunrise, Fl. 33351

11/1/2023

RE: CPO Preventative, Cleaning.

Dear Mgmt,

We have visited the two swimming pools on your property and inspected the plumbing and mechanical systems in order to provide you with an accurate proposal to perform CPO services i.e. Pool Cleaning. On your property Villa Sol CDD

Our proposed service interval is for Monday, Wednesday and Friday, weekly services up to and including all Certified Pool Operators procedures as outlined in the NSPF curriculum for weekly Commercial pool service.

Cost for 3 days/wk. CPO Preventative and Cleaning Services  
Spa 258./Mo.  
Pool 725./Mo.

SCOPE- -CPO Cleaning- services include 3 day service per week. -Debris Removal -Chemistry testing and balancing -Chemical inventory and ordering -Filter maintenance -Record Keeping

DEPTH- -CPO Preventative- (designed to save our clients thousands in capital and decreased liability risks) -Higher than industry standard CPO practices -Preventative Consultation -Health Inspector Coordination (representing You our client)

This proposal does not include chemicals. Because if we included chemicals in our service price it can introduce a conflict of interest against the client. Creating a situation where the less chemicals used in the pool, the more profit the company (our side) is making. It is a poison pill for contracting.

We implore you to seek your chemical supplies monthly through Spies Pool LLC as we do coordinate with their reps well or we can sell you chemicals monthly on an as needed and

monthly billed option. Either option gives you high quality sanitation results, reliable and accurate delivery by practice along with competitive pricing.

Please contact us with any questions once you have had an opportunity to review this letter.

Thank you for your opportunity, we look forward to working with you.

Best Regards,

David Purser  
Owner  
Five Star Pro Services LLC  
407-970-9299

CM signature of approval \_\_\_\_\_ Date: \_\_\_\_\_

# SECTION 2

*This item will be provided under  
separate cover*



# SECTION 3

*This item will be provided under  
separate cover*

# SECTION C

# SECTION 1



Po Box 721122 Orlando, FL 32872  
www.techni-pools.com  
Lic: RP252555331

TECHNI-POOLS

+1 4077661281  
info@techni-pools.com

Estimate 1556

<b>ADDRESS</b> Villa Sol CDD Villasol CDD 5385 N Nob Hill Rd Sunrise, FL 33351 Sunrise, Fl 33351	DATE	TOTAL
	10/10/2023	\$0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Repair</b> OPTION 1. Replace SPA FILTRATION PUMP WITH 1.65 THP JANDY FLO PRO VS (3 YEAR WARRANTY)	0	1,875.80	0.00
	<b>Repair</b> OPTION 2. REPLACE SPA FILTRATION PUMP MOTOR AND SEALS SINGLE SPEED 2HP	0	845.60	0.00

TOTAL	\$0.00
-------	--------

THANK YOU.

Accepted By

Accepted Date

# SECTION D

# SECTION 1



**FIVE STAR PRO SERVICES LLC**

Villa Sol CDD  
5385 N Nob Hill Rd  
Sunrise, Fl. 33351

11/1/2023

RE: SPA REPAIRS X3

Dear Mgmt,

We have spent some time recently inspecting your SPAs Pump, Filter and Heating systems On your property at Villa Sol. Spa- 1050 Gallons // Flow Rate-52gpm

Pumps needing replacement

--**Main Pump** is Shorted and Plumbing Brittle (Heat and Chemicals)

--**Therapy Pump** is Brittle and of Discontinued design/non-rebuildable.

**Replace Main Pump** with 1X Hayward up to 1.65HP Commercial Spa service pump. (Variable speed tech). Cost Installed, Fitted and Tested with plumbing and elec. conduit parts included.  
Cost 1848.00

**Replace Therapy pump** with 1X Hayward up to 2.7HP Tristar VS900 Commercial Spa Therapy pump (Variable speed Tech) Cost Installed, Fitted and Tested with plumbing and elec. conduit parts included.  
Cost 2348.00

--**Heater Replacement** / From Propane to Electric Heat Pump

-Heater- Raypak TWPH-8450EHT08 140,000 BTU Commercial Pool/Spa Heater Heat Exchanging Heat Pump.

-Notes-220v will need to be verified and or installed to the heater point on a dedicated 30amp breaker per coded standards performed by an electrician.

-Hurricane Pad- will need to be installed on the current slope behind the pool deck area.

-2 new 2 Way isolation/bypass valves will need to replace the current old models.



-Also to Note- Heat Pumps operate in similar ways to conventional A/C units in that they take heat from the atmosphere and concentrate it there by Heating the water, or conversely Cooling a living space. In order for a Heat pump to create heat, a certain amount of heat must be in the atmosphere available. If atmospheric temperatures drop below 45 to 55 degrees the Heat pump may not adequately heat the body of water it is assigned. 140,000 Btu is currently the largest heat pump available for Pools and Spas and is normally more than enough to heat for the entire year minus Frost projected late evenings.

Cost for Heater with Fitting and Testing to provided 220v 30a protected line  
\$6021.00

Cost for Hurricane Pad  
\$165.00

Cost for 2X Two-way valves and associated plumbing from ground to heater manifold.  
\$158.00

#### **TIMELINE.**

Currently our lead times are clear and we can begin installation of these parts within 48 hours of approval. This project, in all of its parts should take no more than 7 business days to complete installation and testing. As of this writing, all parts are available for pick up locally, however that can change requiring special ordering or delay of project starts. Normally by only a few days.

Please contact us with any questions once you have had an opportunity to review this letter.

Thank you for your opportunity, we look forward to working with you.

Best Regards,

David Purser  
Owner  
Five Star Pro Services LLC  
407-970-9299

# SECTION 2

*This item will be provided under  
separate cover*

# SECTION 3



Po Box 721122 Orlando, FL 32872  
 www.techni-pools.com  
 Lic: RP252555331

TECHNI-POOLS

+1 4077661281  
 info@techni-pools.com

Estimate 1480

<b>ADDRESS</b> Villa Sol CDD 210 N University Dr Ste 702 Coral Springs, FL 33071	<b>DATE</b> 06/02/2023	<b>TOTAL</b> \$2,919.52	
---	---------------------------	----------------------------	--

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Repair</b> Replace SPA ORP system complete	1	2,674.52	2,674.52
	<b>Repair</b> SPA HEATER. -Replace Rocker Switch -Remove heater and equipment pad, level ground with gravel, reinstall equipment pad and heater. -Spa Heater was checked . A complete diagnose could not be performed due to a lack of Propane in the tank. Propane tank needs to be filled to perform a throughout testing on the heater. So far we know it needs a new rocker switch and it needs to be leveled on the ground to prevent pipe stress and failure.	1	245.00	245.00

**TOTAL** **\$2,919.52**

THANK YOU.

Accepted By

Accepted Date

# SECTION E

# SECTION 1



**FIVE STAR PRO SERVICES LLC**

Villa Sol CDD  
5385 N Nob Hill Rd  
Sunrise, Fl. 33351

11/1/2023

RE: Pool Repairs Villa Sol

Dear Mgmt,

We have spent some time recently inspecting your Pools Pump and Filter systems on your property at Villa Sol.

Filter Grids in your DE filter Pit are past due for yearly recommended replacement.

This filter tank features 54 19" DE filter grids

Scope- Drain and clean filter tank, remove filter arrays X 54 and dispose, Install new filter Grids onto Filter arrays, re-flood filter tank, re coat Filter Grids and return system to service.

Cost Filter Grids 30ea X Qty. 54 = \$1620.00

**TIMELINE.**

Currently our lead times are clear and we can begin installation of these parts within 48hours of approval. This project should take no more than 7 business days to complete installation and testing. As of this writing, all parts are available for pick up locally, however that can change requiring special ordering or delay of project starts. Normally by only a few days.

Please contact us with any questions once you have had an opportunity to review this letter.

Thank you for your opportunity, we look forward to working with you.

Best Regards,



# SECTION 2

*This item will be provided under  
separate cover*

# SECTION 3

*This item will be provided under  
separate cover*

# SECTION F

# SECTION 1

## Icon Roofing Group Corp.

4700 Millenia Blvd Ste 175  
Orlando, FL 32839  
(407) 476-9166  
iconroofinggroup@gmail.com  
www.iconroofinggroup.com



## Estimate

ADDRESS  
Villa Sol CDD  
3050 Puerta Del Sol Boulevard,  
Kissimmee, FL 34744

ESTIMATE 2009  
DATE 10/31/2023  
EXPIRATION DATE 11/30/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Tile Roof Replacement	<ol style="list-style-type: none"><li>1. Remove Tile down to the deck &amp; re-nail per code.</li><li>2. Replace any rotten wood (2 sheets included in price).</li><li>3. Apply poly stick as dry in application.</li><li>4. Install drip edge around the perimeter of the roof.</li><li>5. All Vents and Boots to be supplied by Icon Roofing Group Corp.</li><li>6. Install Tile Spanish Type S.</li><li>7. Ten (10) yr. workmanship warranty.</li><li>8. Lifetime material warranty.</li></ol> All work will be done in a workmanlike manner with complete job cleanup of roofing debris, placed in an on-site container provided by contractor.	1	105,000.00	105,000.00
Services_ Unforeseen	Any unforeseen condition such as but not limited to decking, trusses, rakes, eaves, etc. is considered an unforeseen cost, the price for repair is as follows: \$100.00 (4'x8) sheet, \$8.25 LF of 1"x8" or 1x6" slats, \$8.25 LF of 2"x8" (truss) \$8.25 LF of 2x4 \$8.25 LF of fascia \$35/Per square Double Layer Shingles removal Upon discovery of any unforeseen condition owner will be contacted by contractor and let aware of any found conditions. In the event the owner is unavailable and repair is unavoidable due to FL building Codes repairs will be documented and repair will be preformed.	1	0.00	0.00
Payment Terms	50% UPON THE DELIVERY OF THE MATERIALS. 50% UPON THE COMPLETION OF THE WORK.	1	0.00	0.00
TOTAL				<b>\$105,000.00</b>

Accepted By

Accepted Date





## Icon Roofing Group Corp.

4700 Millenia Blvd Ste 175  
Orlando, FL 32839  
(407) 476-9166  
iconroofinggroup@gmail.com  
www.iconroofinggroup.com



## Estimate

ADDRESS  
Villa Sol CDD  
3050 Puerta Del Sol Boulevard,  
Kissimmee, FL 34744

ESTIMATE 2010  
DATE 10/31/2023  
EXPIRATION DATE 11/30/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Roof Replacement Tile to Metal Roof	<ol style="list-style-type: none"><li>1. Remove concrete tile.</li><li>2. Replace any rotten wood (2 sheets included in price).</li><li>3. Apply poly stick as dry in application.</li><li>4. Install drip edge around the perimeter of the roof. Install all flashing and metals 26 gauge (Mill Finish).</li><li>5. All Vents and Boots to be supplied by Icon Roofing Group.</li><li>6. Install Metal Roof. (Snap Lock)</li><li>7. Ten (10) yr. workmanship warranty.</li><li>8. Lifetime material warranty.</li></ol> All work will be done in a workmanlike manner with complete job cleanup of roofing debris, placed in an on-site container provided by contractor.	1	108,000.00	108,000.00
Services_ Unforeseen	Any unforeseen condition such as but not limited to decking, trusses, rakes, eaves, etc. is considered an unforeseen cost, the price for repair is as follows: \$100.00 (4'x8) sheet, \$8.25 LF of 1"x8" or 1x6" slats, \$8.25 LF of 2"x8" (truss) \$8.25 LF of 2x4 \$8.25 LF of fascia \$35/Per square Double Layer Shingles removal Upon discovery of any unforeseen condition owner will be contacted by contractor and let aware of any found conditions. In the event the owner is unavailable and repair is unavoidable due to FL building Codes repairs will be documented and repair will be preformed.	1	0.00	0.00
Payment Terms	50% UPON THE DELIVERY OF THE MATERIALS. 50% UPON THE COMPLETION OF THE WORK.	1	0.00	0.00
TOTAL				<b>\$108,000.00</b>

Accepted By

# SECTION 2



Date: 10/11/2023

To:

Mario Cordova  
3050 Puerta Del Sol  
Kissimmee, FL. 34744

SALES MANAGER	JOB	PAYMENT TERMS
Peter Cleeveley	Tile Roof Replacement	50% Deposit 25% @ commencement- Balance @ comp.

Scope of Work	QTY	UNIT	LINE TOTAL
Remove existing concrete tile roof system, including underlayment down to roof deck.	6200	SQFT	\$81,025.00
Install Owens Corning Weatherlock self adhering underlayment directly to roof deck.	7300	SQFT	
Install Eagle concrete tile- Includes all birdstops, hip, ridge & rake tiles. Tile to be mechanically attached to the roof deck, per manufacturer spec.	4000	SQFT	
Fabricate and Install new W-style valley metal in all valleys and 26g steal drip edge at all perimeters.	122	L/F	
Install new metal hip & ridge anchors. Install new pointing/mortar/oxide to match roof color.	318	L/F	
Install all new pipe jack covers, goosenecks and O'hagan off-ridge vents.			
Install battens on all areas over 6/12 and install foam for tiles to adhere down to underlay.			
Install Low-slope modified bitumen + ISO foamboard to create taper/pitch	1400	SQFT	\$11,550.00
*Includes Janney 5 Year Workmanship Warranty and Standard Manufacturer's Material Warranty.			

**Central Florida**

640 N Semoran Blvd  
Orlando, FL 32807  
321-385-7663

**West Florida**

3104 Cherry Palm Dr  
Suite 250  
Tampa, FL 33619  
813-285-7663

**North Florida**

113 South Monroe St  
1st Floor  
Tallahassee, FL 32301  
850-733-7663

**South West Florida**

2913 Lee Blvd  
Lehigh Acres, FL 33971  
239-842-7663



<p><b>*Exclusions:</b> soffit,gutters and/or fascia. (see fee schedule below)  <b>**Permit and dump fees included</b>  <b>***All measurements to be field verified for accuracy prior to contract execution.</b></p>	<b>Total:</b>		<b>92,575.00</b>

**Unforeseen Conditions & Additional costs that may occur during the project.**  
 Owner/Property Manager will be notified before proceeding.

Rotted Decking- 1/2"X4X8 Sheet CDX Plywood Installed	\$85.00	EA
Rotted Fascia Boards 1x4,1x6,1x8 (Non Painted)-Installed	\$5.00	LF
Rotted Fascia Boards (Cedar)-Installed	\$10.00	LF
Damaged Furring strips behind drip edge	\$3.00	LF
Extra Layers of felt (10/SQ per Layer)	\$10.00	SQ
Extra Layers of shingles (additional dumpsters separate)	\$35.00	SQ
Replacement Siding Panels	TBD	
Rotted Rafters/trusses	\$10.00	LF
Detach & Reset siding/Panels	\$10.00	LF

**TERMS & CONDITIONS**

- This proposal shall be considered a bound contract once agreed upon by the Property Owner(s), deposit collected, and approved by Janney.
- All permits, taxes, and related fees shall be paid by the contractor.
- All payments shall be promptly paid to the contractor according to the terms of this contract.
- Product substitutions of equal or better quality and warranty may be made depending on availability.
- Property owner (s) agrees to pay Janney LLC a 10% cancellation fee if this contract is canceled prior to start of work for any reason after the 3 day right of rescission period.
- The above prices, specifications and conditions are hereby accepted. You are authorizing Janney to do the work as specified. Payment(s) will be made as outlined above. Janney reserves the right to file property liens if payment(s) are not received according to the agreed-upon terms. In the event it becomes necessary to retain legal assistance to collect any amount due under this contract and/ or breach of this contract, the property owner shall be liable for attorney's fees and related costs incurred in

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such collection.

- All agreements are contingent upon strikes, accidents or delays beyond our control.
- The Customer is solely responsible for providing the contractor, prior to the commencing of work, with such water, electricity, or other utilities as may be required to affect the work covered by this contract.

**HOLD HARMLESS AGREEMENT**

- Where colors are to be matched, the contractor shall make every reasonable effort using standard colors and materials but does not guarantee a perfect match.
- Driveway damage may occur as a result of heavy equipment and dumpsters being utilized on your project. Janney will employ preventative measures to minimize or mitigate such damage. However, the client will hold Janney Roofing harmless in the event such damage may occur. Grass, shrubs, plants, pools, screens, yard fixtures, etc. will be covered, protected, and tarped as needed by Janney. Notwithstanding, the client understands that given the nature of roof repair/replacement, damage to aforementioned items do occur. Client agrees that Janney is not to be held responsible for any damage to these items.
- Customers acknowledge that re-roofing may cause vibrations, disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, debris cleanup or loss to interior property that the customer did not remove or protect prior to commencement.
- The Contractor will provide a written release of lien upon request, following receipt of final payment of the contract.

**TERMS & CONDITIONS REGARDING SKYLIGHTS**

- In the event the homeowner is unavailable to be present during the skylight installation, the crew will use reasonable care in positioning the new skylight. Janney will not be responsible for the final positioning of the skylight if the homeowner is not able to be present during the installation.
- Janney will use reasonable care when removing an existing skylight for replacement. However, the homeowner acknowledges and understands that damage may occur to the existing drywall and caulking in the skylight tunnel during the process. Janney will not be responsible for such damage.
- If damage does occur during the removal process, Janney can install interior skylight trim for a fee.
- Payment for the roof replacement is due upon completion of the roof and is not contingent upon the completion of the additional trimwork, drywall, or painting.

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Florida's Highest Rated Roofer



CCC1334170

CGC1532814



Janney Roofing

1211 FL-436 suite 227

Casselberry, FL 32707

www.janneyroofing.com

**STATUTORY WARNINGS LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD.

**Janney Roofing, LLC**

Sales Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Florida's Highest Rated Roofer



CCC1334170

CGC1532814



Janney Roofing

1211 FL-436 suite 227  
Casselberry, FL 32707  
[www.janneyroofing.com](http://www.janneyroofing.com)

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tile profile and color: \_\_\_\_\_

Drip Edge and birdstop color: \_\_\_\_\_

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# SECTION 3





**Sky Light Roofing, Inc.**  
 6105 E. Colonial Dr.  
 Orlando, FL 32807  
 Phone: 407-430-7663

Full Eagle Tile Re Roof & Low Slope Re Roof With Polyglass Q Seal Lap Ultra Modified Bitumen Cap Sheet

**Jarett Wright**  
**Villa Sol CDD Field Manager**  
 3050 Puerta Del Sol Boulevard  
 Kissimmee, FL 34744  
 (407) 750-3599

Job: Jarett Wright

TILE ROOF: \$79,550.00 (PRICE INCLUDED IN TOTAL)

- Remove one layer of existing roof and underlayment to expose decking\*.
- Replace any rotten wood. ~SEE PRICE DETAILS BELOW
- We Would Like To Offer You The First 4 Pieces Of plywood Free On US. ( If Any Is Needed )
- Install 2½in. coil nails along all trusses, every 6in., to properly secure decking.
- Install one layer of POLYGLASS POLYSTICK TU Plus as a dry in application.
- Install 2½in. drip edge around perimeter of the roof with bird stop or anti ponding at eaves and rakes.
- Install 26gauge 24" formed tile valley.
- Install 1in. thick and 2in. wide battens horizontally along the edge of the roof to properly hold the tiles in place.
- Install new tile lead boots (painted to match roof color).
- Install 10in. tile exhaust vents.
- Install new vents.
- Install rake and ridge caps. Rake caps fastened with #8 x 2-½" threaded tile roofing fasteners. Ridge end rake caps to be set with tile-tight mortar substitute (tinted to match tile as closely as possible).
- Install new Eagle- tiles.
- Mechanically attach tiles to battens using Quick drive 2½in. ZINC 1.5m screws.

LOW SLOPE ROOF: \$5,456.00 (PRICE INCLUDED IN TOTAL)

- Remove one layer of existing FLAT roof & underlayment to expose decking\*
- Replace any rotten wood. ~SEE PRICE DETAILS BELOW
- Install 2½in. coil nails along all trusses, every 6in., to properly secure decking.
- Install S.A POLYGLASS base sheet as an underlayment, over the flat roof surface.
- Install 2½in. drip edge around perimeter of the roof
- Install one layer of self- adherent POLYFLEX Granulated cap sheet over low-sloped roof.
- Ground will be swept with a magnet at the end of each working day.
- Clean entire work area and haul away all debris.
- Price includes the specified roofing materials, labor, taxes and all permitting fees.

\*The price is based on the existing roof having only one layer of roofing material. If removal of the roof covering reveals. the existing roof has more than 1 layer, there will be \$25/sq. extra charge for removal and disposal of the additional material to be documented in a change order signed by the Owner.

\*\*ALL ROTTED WOODWORK IS ADDITIONAL \$89.00/SHEET OF PLYWOOD, OR \$6.95/LF, IF CEDAR WOOD \$9.85/LF.

\*\*ALL ROTTED METALWORK IS ADDITIONAL FLASHING \$22.00/LF and COUNTER FLASHING \$22.00/LF.

PAYMENT TERMS: 50% DEPOSIT TO DELIVER THE JOB MATERIALS & THE BALANCE DUE UPON JOB COMPLETION.

WARRANTIES:

TILE ROOF - MATERIAL WARRANTY AS PROVIDED BY MANUFACTURERS 40 YEARS & 7 YEARS LABOR FROM FINAL PAYMENT.


LOW SLOPE ROOF - MATERIAL WARRANTIES AS PROVIDED BY THE MANUFACTURERS 15 YEARS & 7 YEARS LABOR (To Start after Payment Completion)

OSHA REGULATIONS FOR PROJECTS THIS MAGNITUDE TO BE ENFORCED:

- \*\*ON-SITE Supervisor to be present at all times to ensure safety and to manage the project on its entirety.
- \*\*County inspector to visit the project during and after the completion of the project to ensure building codes and regulations are followed per manufacturer's material approvals.
- \*\*Provide Contained staging area to keep materials and equipment secured.
- \*\*Attendant on the ground at all times to pick up debris and to regularly sweep the ground with a magnet.
- \*\*Portable toilet on site at all times for workers' use.
- \*\*Caution Tape and safety cones to be laced as safety precautions.
- \*\*OSHA Certified Forklift operator.

	Qty	Unit
ROOF INVESTMENT	0.00	EA
<hr/>		
		--

<b>TOTAL</b>	<b>\$85,006.00</b>
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Starting at **\$849/month** with  **ACORN FINANCE** • [APPLY](#)

**WOOD WORK CLAUSE:** \*\*ALL ROTTED WOODWORK IS ADDITIONAL \$89.00/SHEET OF PLYWOOD, OR \$6.95/LF, IF CEDAR WOOD \$9.85/LF. (Please Be Aware That The Homeowner Is Responsible For Making The Proper Arrangements To Be Home During The Roofing Job, If Homeowner Desires To Disapprove Any Rotted Woodwork Replacement, Otherwise We Will Replace All The Necessary Woodwork With Similar Materials At The Quoted Prices As The Decking Cannot Be Left Exposed Due To The Risk For Water Intrusion).

**ADDITIONAL CONTRACT TERMS**

1. Owner agrees to pay Contractor its normal selling price for all additions, alterations, or deviations. Other than rotted woodwork, no additional work shall be done without prior written authorization of Owner and agreed to by Contractor on a fully signed Change Order. Any such authorization shall only be on a written Change Order form signed by both parties, which shall become part of this Contract. Where such additional work is added to this Contract, it is agreed that the Total Price under this Contract shall be increased by the price of additional work and that all terms and conditions of this Contract shall apply equally to such additional work. If this contract is cancelled after 15days of being signed, the homeowner agrees and understand that a fee of 20% of the contract amount is a fair payment for pre-construction arrangements already done.
2. Any change in the written job specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of inspecting Public Authorities shall be considered additional work to be paid for by Owner as additional work.
3. If the quantity of material required under this Contract is increased, the Owner shall be obligated to reimburse Contractor for additional expense incurred plus 20% as overhead and profit on such materials. If the Owner or agent of the Owner furnishes material or performs labor on any portion of the work in progress, any loss to the Contractor that results thereof shall be charged to the Owner. Any changes made under this Contract will not affect the validity of this document.
4. The Contractor shall NOT be responsible for any damage or delays occasioned by the Owner or Owner's agent, Acts of Nature, earthquake, storm, undisclosed conditions, or other causes beyond the control of Contractor.
5. The Contractor shall NOT be responsible for any damage during the performance of his work using normal construction practices or dusting inside the house if the Contractor damages or contacts any other existing components including, but not limited to, water pipes, sewer pipes, gas lines, electrical wiring, ventilation and/or other wiring, conduits, pipes, tubes and vents that have been incorrectly installed within the roof deck or roof truss area.
6. The time to start and complete the work does not include and will be extended by the time during which the Contractor is delayed in his work by (a) the acts of the Owner or their agents or employees or those claiming under agreement with or grant from Owner, or by (b) any Acts of Nature which Contractor could not have reasonably foreseen and provided against, or by (c) stormy or inclement weather which necessarily delays the work, or by (d) strikes, boycotts or like obstructive actions by employees or labor organizations which are beyond the control of the Contractor and which he cannot reasonably overcome, or by (e) extra work requested by the Owner, or by (f) failure of the Owner to promptly pay for any work, or by (g) unforeseen delays cause by Public Authority; or by (h) defective roof decking, roof structure, concealed conditions, or other construction that delays the job or requires additional work by the Contractor, and such time shall be added to the time for completion, plus a reasonable allowance of costs incurred plus 20% overhead and profit, as compensation for such delays & any additional work.
7. Contractor shall, at his own expense, carry all workers' compensation insurance and public liability insurance for the protection of the Contractor and the Owner during the progress of the work in amounts required by law. Owner agrees to procure at his own expense, prior to the commencement of any work, property insurance with fire insurance, Course of Construction, all Physical Loss and Vandalism and Malicious Mischief clauses attached in a sum equal to the total cost of all improvements on the property. Such insurance shall be written to protect the Owner and Contractor and Lien Holder, as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance, as agent for Owner, but is not required to do so, and Owner agrees on demand to reimburse Contractor in cash for the cost thereof.
8. Where colors are to be matched, Contractor shall make every reasonable effort to do so using standard colors and materials but does not guarantee a perfect match.
9. Contractor shall be entitled to be paid as agreed above and in full upon completion. Should either party hereto bring suit in court to enforce the terms of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees, plus interest at the legal rate, for pursuit, litigation and appellate attorney's fees.
10. Unless expressly otherwise noted in this Agreement, the price quoted does not include repair or removing fascia, trim, sheathing, rafters, structural members, siding, masonry, caulking, metal edging, flashing of any type, or repairing or replacing any other components attached to the roof, decking or trusses. If, during the course of the work, it should become apparent that any such

portions of the structure should be repaired or replaced, Owner and Contractor shall agree to a signed Change Order, or Owner shall have such work done by others and pay Contractor for any additional work and materials required to be provided by Contractor to protect the structure as additional compensation.

11. The Owner is solely responsible for providing Contractor with water, and electricity during the course of construction.

12. The Contractor shall not be responsible for damage to existing walks, stairways, curbs, driveways, cesspools, septic tanks, water or gas lines, arches, shrubs, lawn, trees, clotheslines, telephone or electric lines, etc. by the Contractor, subcontractor, or supplier incurred in the normal use, the performance of the work or in the delivery of materials for the job.

13. Owner hereby warrants and represents that he shall be solely responsible for the conditions of the building site over which the Contractor has no control and subsequently results in unforeseen costs, damage to the building or injury to persons or property. Contractor agrees to complete the work in a workmanlike and timely manner but is not responsible for: (a) failure or defect that result from work done by others prior to, at the time of, or subsequent work done under this Agreement; (b) failure to keep gutters, downspouts and valleys clear of obstructions; (c) failure of Owner to authorize Contractor to undertake needed repairs or replacement of fascia, vents, defective or deteriorated roofing or roofing felt, trim, sheathing, structural members, siding, masonry, caulking, metal edging, flashing of any type, or other repairs, and unforeseen or concealed circumstances.

14. **FOR ANY DEFECTIVE WORKMANSHIP RESULTING IN ANY LEAK, CONTRACTOR WILL, DURING THE FIRST FIVE YEARS AFTER COMPLETION, PROVIDE THE LABOR AND MATERIALS TO REPAIR THE LEAK. CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, (DISCLAIMING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY). ANY WARRANTY OR LIMITED WARRANTY FOR THE MATERIALS USED IN THE PROJECT, SHALL BE LIMITED TO THAT PROVIDED SOLELY BY THE MANUFACTURER(S) OF THE PRODUCTS AND MATERIALS USED IN CONSTRUCTION. HOMEOWNER WAIVES AND RELEASES CONTRACTOR FROM ANY LIABILITY FOR ANY OTHER CLAIMS OR DAMAGES RELATING TO THE STRUCTURE, ANY PROPERTY, PERSONAL INJURY, OR DEATH.**

15. Owner hereby grants Contractor the right to display signs and advertising at the building site.

16. This Agreement constitutes the entire contract, and the parties are not bound by oral representation by any party or agent of either party.

17. The price quoted for completion of the work is valid for thirty (30) days & Contractor is entitled to rebid the job if not performed within that time.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

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Company Authorized Signature

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Date

---

Customer Signature

---

Date

---

Customer Signature

---

Date

# SECTION 4

**Trugrit Roofing LLC**  
300 N Ronald Reagan Blvd, suite 213, Longwood FL  
32750

Phone: (407) 558-1680



**Company Representative**

Joshua Jones  
Phone: (407) 558-1680  
joshua@trugritroofing.com


**Villa Sol**  
3050 Puerta Del Sol Boulevard  
Kissimmee, FL 34744

Job: Villa Sol

**Roofing Section**

	Qty	Unit
24G Standind Seam	75.00	EA
Tear off Tile, Dry-in, Metal installation		
Permit/admin/material delivery	1.00	EA
dumpster	5.00	EA
		<b>\$107,850.00</b>

**TOTAL** **\$107,850.00**

Finance as much as **\$100,000** • Starting at **\$999/month** with  **ACORN FINANCE** • [APPLY](#)

**Unforeseen Conditions & Unforeseen Additional Costs**

The Homeowner/Property Manager will either be notified before proceeding or pictures will be provided detailing existing conditions and required additional work as needed. The below common unforeseen conditions and associated costs are deemed accepted by the homeowner and work shall be performed on an as needed basis to avoid delay to the work progress.

Rotted Decking	\$ 100 Each		Dumpster	\$ 450 Per
Rotted Studs	\$ 8 LF		Tear Off of Extra Layers of Felt	\$ 8 SQ per layer
Rotted Fascia Boards	\$ 8 LF		Tear Off of Extra Layers of Shingles	\$ 35 SQ per layer
Handload Shingles	\$ 10 SQ		Replacement of Flashing	\$ 15 LF
Handload Dumpster	\$ 300 Per		ISO Boards	\$ 450 SQ

**GENERAL TERMS AND CONDITIONS**

**Contractor's Responsibilities:** Trugrit Roofing LLC ("Contractor") shall perform the above-described Services including the work as outlined in the previously prepared Adjustment Worksheet. Services are expressly limited to those specifically described and incorporated herein. Contractor will obtain all necessary plans, permits, labor and materials for the Project, if applicable. Work shall be performed in a workmanlike manner in accordance with industry standards. Contractor will reasonably clean up the area surrounding the roof including magnet sweeping and cleaning for nails and other construction debris. Owner acknowledges that despite Contractor's efforts there is a chance some materials may be missed for which Contractor will

not be obligated to undertake additional cleaning efforts. Contractor will select all materials for the Project unless otherwise provided for in this Agreement. Unless Contractor has been contracted to provide a new skylight, Contractor has no responsibility for skylights, or any damages caused by leaks. Unless Contractor has been contracted to replace all roof on the Property, any remaining roof which is not part of this Agreement shall not be part of Contractor's warranty. If existing gutters are not replaced under this Agreement, Owner acknowledges that Contractor is not responsible for any damage nor obligated to repair gutters left intact on the roof. Contractor is entitled to take all steps, and create all openings, necessary to perform the scope of work.

**Owner's Responsibilities:** Owner shall execute all paperwork necessary for Contractor to perform the scope of work in a timely manner. Owner is responsible for making all payment(s) timely to Contractor. Owner will provide all utilities necessary to facilitate the work. Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of equipment, materials, and debris. If Owner's roof contains a solar apparatus of any kind, Owner acknowledges that it their sole responsibility to coordinate the removal and/or replacement of the solar apparatus prior to and after Contractor's work. Contractor disclaims all liability associated with the solar apparatus or its connections to the roof both before and after Contractor's work is complete. Owner warrants that the required access pathways needed for work activities, including material deliveries, is suitable for and capable of withstanding all necessary construction and equipment loads. Owner warrants that they are not currently under or seeking refinancing or sale of the Property and shall not institute any refinancing or sale of the Property unless 60 days advanced notice to Contractor is provided. Owner is responsible for covering any property contained in the attic space of the home prior to commencement of Contractor's work. Owner shall permit Contractor to perform any necessary corrective work including deciding the means and methods of such corrective work. Owner shall have no recourse and hereby waives any rights, legal or otherwise, if Owner fails to allow Contractor to perform any corrective work that may be needed.

**Warranty:** Contractor hereby provides a Three-year labor warranty on the work beginning on the date of the Final Inspection. The Contractor will assign and provide the material manufacturer's warranty upon completion of the work. Owner may purchase an extended warranty if desired. For any warranty to be valid, this Agreement must be paid in full.

**Authorization for Direct Payment:** If for any reason Owner's insurer becomes responsible for payment for the work contemplated by this Agreement, Owner hereby authorizes Owner's insurer and Mortgage Company to include Contractor as a payee on all payments and to communicate directly with Contractor regarding any applicable claim, the scope of repairs, or any other information that Contractor or insurer may need. Owner further authorizes the release of all information to Contractor concerning Owner's mortgage or insurance account without further authorization.

**Change Order Work:** The nature of re-roofing a home is that there may exist unknown or unforeseen conditions that cannot be planned for prior to commencement of the work. In some cases, the additional work is required by the current Florida Building Codes. Examples of such unforeseen conditions include but are not limited to rotted decking, rotted fascia, removal of additional layers of felt or shingles, flashing replacement, excessive waste material requiring additional dumpsters, or materials to create required slope in flat roofs. Owner understands and expressly agrees that in the event unforeseen conditions arise or unforeseen costs occur because of such conditions, Contractor shall perform the required additional work on an as needed basis and will provide pictures and/or documentation of the existing conditions along with a finalized Change Order upon completion of the work. Owner expressly agrees that Contractor is entitled to payment for such required additional work as detailed by the finalized Change Order. If the additional work is requested by Owner, a Change order detailing the scope and cost for the additional work will be provided to the Owner for approval prior to Contractor commencing the work. All finalized Change Orders are deemed to be incorporated into and become part of this Agreement and subject to all terms and conditions herein. Change Order Pricing shall be based on the insurer's standardized estimating software which may change from time to time. Change Orders, other than those directed by Owner, shall be submitted to the insurer for payment. Owner-directed Change Orders shall be paid for by Owner prior to work commencing.

**Pricing and Payment:** Contractor will charge Owner the Project price as reasonably estimated by Contractor under current Florida Building Codes, or such other estimated price as Contractor may agree to with Owner or Owner's insurer. Pricing is subject to change based upon unforeseen conditions requiring additional work, and any modifications to this Agreement, requested or required by Owner, Owner's Lender or any governmental authority or HOA. Unforeseen conditions include but are not limited to the commonly occurring items for which specific prices are set forth above. Contractor may cancel this Agreement without penalty if Contractor does not accept any amounts approved by the insurer. Owner is responsible for paying for any Change Orders or modifications unless paid for by the insurer. Payment shall be made within 30 days from the last day Contractor performed the work as detailed under this Agreement which shall not include any remedial or repair work. Owner expressly waives any right to withhold Payment for any reason not expressly provided for under this Agreement. In the event payment is coming from Owner's insurer, Owner is required to convey payment to Contractor within 10 days of receipt of such payment. Late charges of 1.5% monthly are charged to any and all unpaid balances.

**Limitation of Liability:** In all circumstances, Contractor's liability to Owner is strictly limited to the amount of this Agreement, and Contractor shall not be liable to Owner for any special, incidental, consequential, or other types of damages regardless of the legal or equitable theory. Contractor is not responsible for the property's preexisting conditions or construction defects, damages from conditions that are normally covered by homeowner's insurance, or for delays due to labor or material shortages, weather, or any other circumstances beyond Contractor's control. Grass, shrubs, plants, pools, porches, driveways, lanais, sidewalks, yard fixtures, air conditioners, light fixtures, sprinkler systems, pool pump systems, etc. will be protected using industry standard practices as needed, however, given the nature of construction, damage to the areas and items surrounding the roof can occur. Owner understands that the nature of construction work and expressly waives any right to recover for damage or loss to all areas and items surrounding the roof and will hold Contractor harmless for any such damage or loss. Contractor is not responsible for damage to driveways due to vehicles or equipment necessary or advisable to complete the work. Contractor is not responsible for correcting imperfections in the existing roof decking which may or may not cause the appearance of aesthetic inconsistencies in the Contractor-applied roofing materials including fascia wrap or fascia painting. Contractor is not responsible for damage to HVAC, mechanical, electrical, or plumbing lines or fixtures installed on or near the roof structure including air conditioning, dryer vents or water lines run against the roof decking when nails will be installed. If Contractor is required to remove and replace existing gutters, Contractor shall not be responsible for any damage or deficiency to the replaced gutter. The Parties agree that any corrective work performed by Contractor because of Contractor-caused damage to the areas or items surrounding the roof, but not including the roof, shall be expressly limited to returning the damaged object to the condition it existed in prior to commencement of Contractor's work.

**Cancellation:** Either party to this Agreement may cancel the contract by the exercise of the right to rescind until midnight of the third business day following the execution of the contract by giving notice to the other party by either certified mail or registered mail. Owner understands and agrees that Contractor must perform a significant amount of work before actual construction begins. This includes, but is not limited to, mitigation services, inspections, measurements, researching and ordering materials, creating drawings, etc. Contractor is normally paid for such efforts by receiving full payment at the completion of the Project. The Parties agree that the calculation of the value of the Contractor's services in performing such pre-construction services is difficult or impossible to measure. Therefore, the Parties agree that if this Agreement is cancelled by Owner after three days of signing this Agreement but before the commencement of construction, the Contractor will be entitled to liquidated damages in the amount of 20% of

the total amount of the Project as set by the then-applicable estimate. The Parties agree that this is not a penalty and constitutes a fair and reasonable estimate of the value of the Contractor's services as described above. This Agreement cannot be cancelled once construction work has commenced. If Contractor is not allowed to complete construction and/or its recommended procedures are not followed, Owner releases and holds Contractor harmless, and indemnifies Contractor against all claims or actions that may result.

**Mold:** Mold is a common occurrence in Florida homes. Contractor shall not be responsible for any damage (including to real or personal property, personal injury or any other economic or personal loss) caused by mold, fungus, or other biological material regardless of whether it may be associated with the loss or damage Contractor has been hired to remediate. Some materials may need to be treated with a commercial antimicrobial agent to inhibit micro-organism growth during drying. Owner has received notice of this and understands that Contractor cannot determine sensitivity to the agent. Owner will hold Company harmless for its use.

**Additional Terms:** This Agreement represents the entire and integrated agreement between Owner and Owner, and supersedes all prior negotiations, representations, or agreements, either written or oral. All warranties are disclaimed unless specifically made in writing. If any part of this Agreement is held invalid, it shall be severed, and the remainder shall be enforceable. All modifications and amendments must be in writing signed by both Parties. Time is of the essence in the performance of this Contract. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida and exclusive venue for any legal disputes arise under or related to this Agreement shall be in Orange County, Florida. In any legal proceedings arising under or related to this Agreement, the prevailing party will be entitled to recover its court costs and reasonable attorney's fees, including for any appeals. Waiver by Contractor of any breach of this Agreement by Owner, or failure to demand strict compliance therewith, shall not be construed as a waiver of any other breach or default of the same or different terms and shall not prevent Contractor from subsequently demanding strict compliance therewith. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

**STATUTORY WARNINGS LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD

TALLAHASSEE, FLORIDA 32399-1039; TELEPHONE (850) 921-6593; FAX (850) 921-5450



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Company Authorized Signature

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Date

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Customer Signature

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