

*VillaSol*  
*Community Development District*

*Agenda*

*January 14, 2025*

# AGENDA

# *VillaSol*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

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

January 7, 2025

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, January 14, 2025 at 6:00 p.m. at VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, FL 34744.** Following is the advance agenda for the regular meeting:

### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the December 10, 2024 Meeting
4. Review of Proposals and Tally of Audit Committee Members Rankings
  - A. Grau & Associates
5. Adjournment

### **Board of Supervisors 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 Hearing
  - A. Consideration of Resolution 2025-03 Adopting Updated Rules of Procedure, Updated Rule Chapter I Regarding the District's Recreation Facilities and Updated Rule Chapter II Regarding Parking and Towing on the District's Roadways
6. Business Matters
  - A. Review of Proposals for Unarmed Security Services
    - i. Excelsior Defense – *Under Separate Cover*
    - ii. Weiser Security
  - B. Discussion of Waste Management Agreement
  - C. Acceptance of Audit Committee Recommendation and Selection of Auditor
7. District Counsel
8. District Manager's Report
  - A. Approval of Minutes of the December 10, 2024 Meeting
  - B. Approval of Check Register
  - C. Balance Sheet and Income Statement
9. Field Operations
  - A. Field Manager's Report

- B. Consideration Proposals for Gym Equipment
  - i. FITREV - *Under Separate Cover*
  - ii. Exercise Systems
- 10. Supervisor's Requests & Comments
- 11. Next Meeting Date - February 11, 2025 at 6:00 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,

A handwritten signature in black ink, appearing to read "J.M. Showe", with a large, sweeping flourish extending to the left.

Jason M. Showe  
District Manager

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

Enclosures

# AUDIT COMMITTEE MEETING

# MINUTES

MINUTES OF MEETING  
VILLASOL  
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the VillaSol Community Development District was held on Tuesday, December 10, 2024, at 6:00 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, Florida.

Present were:

Herman Perez  
Mario Cordova  
Corey Gagnon  
Ariel Correa-Betancourt  
Mark Godsin  
Jason Showe  
Jarett Wright  
Kristen Trucco

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called roll. Five Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Showe opened the public comment period. There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Audit Services**

**A. Approval of Request for Proposals and Selection Criteria**

Mr. Showe reviewed the Florida statutes and regulations on the how to select audit services. He outlined the categories for selection and discussed pricing as an option. He made the recommendation to include pricing.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Proposal for Request for Selection Criteria with Pricing, was approved.
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**B. Approval of Notice of Request for Proposals for Audit Services**

Mr. Showe stated this is the advertisement for the paper on a notice to select audit services. He asked for a motion.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Notice of Request for Proposals for Audit Services, was approved.

**C. Public Announcement of Opportunity to Provide Audit Services**

Mr. Showe announced the opportunity to provide audit services and noted they would receive bids through January 7<sup>th</sup> in their office until 2:00 p.m.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Chairman



# SECTION IV

**VillaSol CDD Auditor Selection**

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understanding of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
Grau & Associates					FY2024 - \$7,000 FY2025 - \$7,100 FY2026 - \$7,200 FY2027 - \$7,300 FY2028 - \$7,400		

# SECTION A



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**VILLASOL**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: January 7, 2025  
2:00PM

**Submitted to:**

VillaSol  
Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, Florida 32801

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**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

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



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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

January 7, 2025

VillaSol Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the VillaSol Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

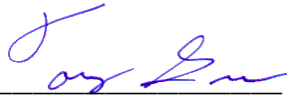
### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

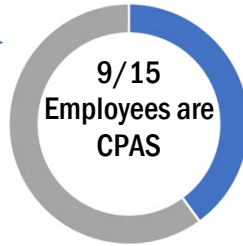


# Grau's Focus and Experience

## Our Team



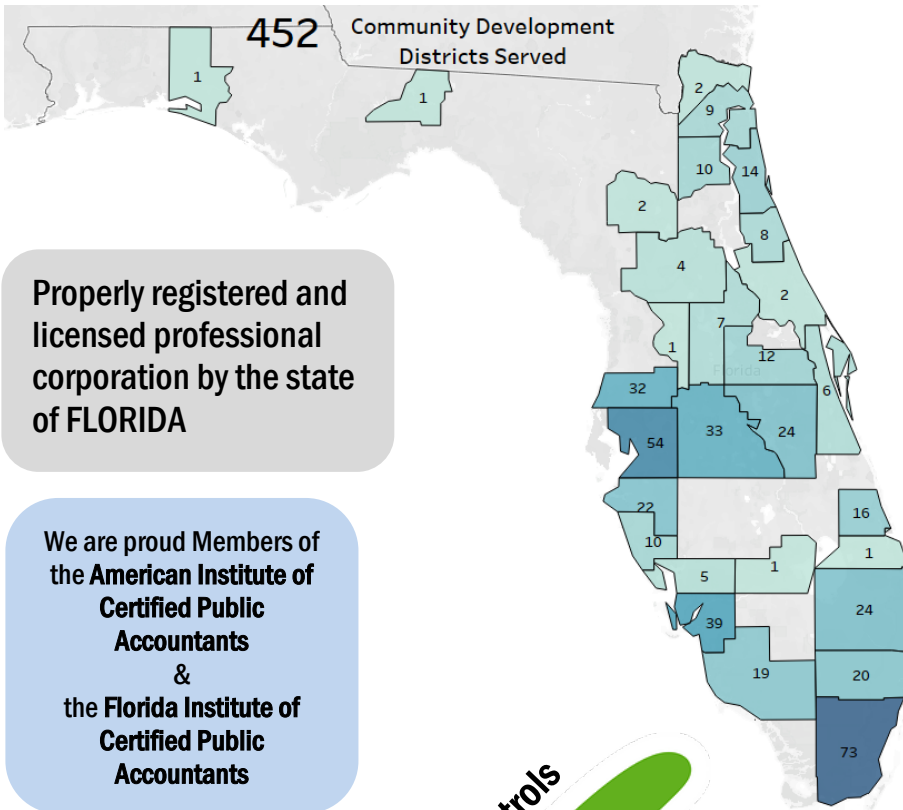
**3** Partners  
**11** Professional Staff  
**2** Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

## Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

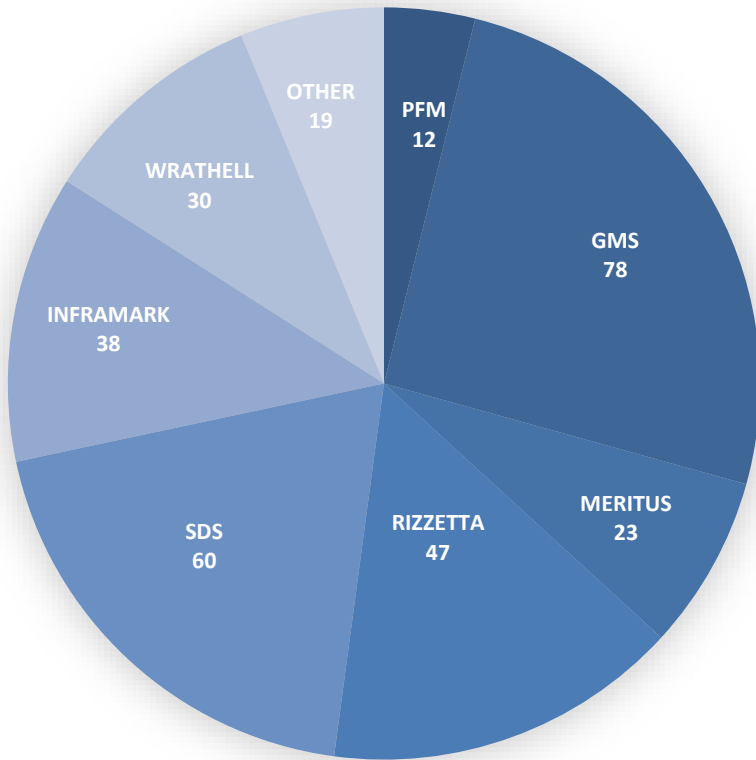
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | [www.ficpa.org](http://www.ficpa.org)

# Firm & Staff Experience



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### *Profile Briefs:*

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

## YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



# Antonio 'Tony' J. Grau, CPA Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

## Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

## Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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## Clients Served (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I,II,IV)    | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

## Professional Associations/Memberships

- |  |   |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants  | Government Finance Officers Association Member  |
| City of Boca Raton Financial Advisory Board Member |   |

## Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	<u>80</u> (includes of 4 hours of Ethics CPE)



**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education (over the last two years)**

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

*Member, American Institute of Certified Public Accountants*  
*Member, Florida Institute of Certified Public Accountants*  
*Member, Florida Government Finance Officers Association*  
*Member, Florida Association of Special Districts*

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

## Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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## Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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## Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# AUDIT APPROACH

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$7,000
2025	\$7,100
2026	\$7,200
2027	\$7,300
2028	<u>\$7,400</u>
<b>TOTAL (2024-2028)</b>	<b><u>\$36,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



## PARTIAL LIST OF CLIENTS

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
<b>TOTAL</b>	<b>491</b>	<b>5</b>	<b>4</b>	<b>484</b>	

# **ADDITIONAL SERVICES**

## **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

## **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73** Current  
Arbitrage  
Calculations

**We look forward to providing *VillaSol Community Development District* with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

**BOARD OF SUPERVISORS  
MEETING**

# SECTION V

# SECTION A

## RESOLUTION 2025-03

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE DISTRICT'S UPDATED RULES OF PROCEDURE, UPDATED RULE CHAPTER I REGARDING DISTRICT FACILITIES AND UPDATED RULE CHAPTER II REGARDING PARKING AND TOWING ON THE DISTRICT'S ROADWAYS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Villa Sol Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*;

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

**WHEREAS**, the District's Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the District's Updated Rules of Procedure, Updated Rule Chapter I Regarding District Facilities and Updated Rule Chapter II Regarding Parking and Towing, collectively attached hereto as **Exhibit "A"** (hereinafter collectively referred to as the "**Rules**"), for immediate use and application; and

**WHEREAS**, the District's Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Rules are hereby adopted. These Rules shall stay in full force and effect until such time as the District's Board of Supervisors may amend the Rules in accordance with Chapter 190, *Florida Statutes*. The Rules shall replace and supersede any previously adopted rules on the same subject matter. Legal authority for the Rules includes Sections 190.011, 190.012, 190.035, 120.69, 120.54, 286.012, 316.1945 and 316.195, *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 January, 2025.

ATTEST:

**VILLA SOL COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

**Exhibit “A”**

**Rules**

*[See attached.]*



**RULES OF PROCEDURE  
VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

1.0 Organization.

- (1) The VillaSol Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

**Specific Authority:** §§ 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States. The Board shall exercise the powers granted to the District.
  - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairman, Vice Chairman, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairman must be a member of the Board. If the Chairman resigns from that office or ceases to be a member of the Board, the Board shall select a Chairman, after filling the vacancy. The Chairman serves at the pleasure of the Board. The Chairman shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board. The Chairman shall convene and conduct all meetings of the Board. In the event the Chairman is unable to attend a meeting, the Vice Chairman shall convene and conduct the meeting.

- (b) The Vice Chairman shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice Chairman resigns from office or ceases to be a member of the Board, the Board shall select a Vice Chairman, after filling the Board vacancy. The Vice Chairman serves at the pleasure of the Board.
  - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
  - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
  - (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
  - (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the City and the Florida Department of Community Affairs. All meetings of the Board shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
  - (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit a Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
    - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The member may then vote. The Board’s secretary shall prepare a memorandum of

voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.

**Specific Authority:** §§ 190.001, 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.006, 190.007, 112.3143, Fla. Stat.

## 1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Records of Proceedings," may be copied or inspected at the District Office during regular business hours.
- (2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page for one-sided copies and \$.35 per page for two-sided copies if not more than 8½ by 14 inches, and for copies of public records in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page.

**Specific Authority:** §§ 190.011(5), 120.53, Fla. Stat.

**Law Implemented:** §§ 190.06, 119.07, 120.53, Fla. Stat.

## 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any non regular public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
  - (a) The date, time and place of the meeting or workshop;
  - (b) A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
  - (c) The District Office address for the submission of requests for copies of the agenda;
  - (d) Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least

forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407)566-1935. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800)955-8770, who can aid you in contacting the District Office.

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

- (2) Agenda. The District Manager, under the guidance of the Chairman or those members of the Board calling for the meeting/hearing/workshop, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. The agenda may be changed before or at the meeting/hearing/workshop.

- (a) The District may use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
- Supervisors requests and comments
- Audience questions and comments
- Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chairman, or Vice Chairman if the Chairman is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (4), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the Chairman shall make reasonable efforts to notify all Board members of an

emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- (6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment. The time for audience comment shall be identified in the agenda. Persons wishing to address the Board are required to notify the Secretary of the Board prior to the "Audience Comment" section on the agenda. At the Board's discretion, each person wishing to address the Board will be given a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

**Specific Authority:** §§ 190.055, 190.011(5), 120.53, Fla. Stat.

**Law Implemented:** §§ 190.007, 190.008, 120.53, 286.0105, 120.54, Fla. Stat.

## 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of proposed rule, cite the specific legal authority for the

proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

(b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

(b) The notice shall be published in a newspaper of general circulation in the District not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chairman must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested,

specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the Publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
  - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
  - (d) The published notice.
  
- (7) Rulemaking Proceedings – No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.
  
- (8) Rulemaking Proceedings – Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide (upon request) a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.
  
- (9) Request for a Public Hearing.
  - (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21)

days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend or repeal the rule.

- (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
  - (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (12) Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

**Specific Authority:** §§ 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** §§ 120.54, 190.035(2), Fla. Stat.



### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chairman shall designate any member of the Board (including the Chairman), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
  2. Rule upon offers of proof and receive relevant evidence;
  3. Regulate the course of the hearing, including any prehearing matters;
  4. Enter orders;
  5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
  2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
  3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall

follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

- (a) Adopt a resolution identifying the property to be taken;
- (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures and rules are outlined for the purchase of professional services, contract services, and goods, supplies, and materials.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033, Fla. Stat.

#### 4.1 Purchases of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
  
- (2) Definitions.
  - (a) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
  - (b) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
  - (c) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid /proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.
  - (d) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
  - (e) “Goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.
  - (f) “Purchase” means acquisition by sale, rent lease, lease/purchase or installment sale. It does not include transfer, sale or exchange of goods,

supplies or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the state.

- (g) “Emergency purchases” means a purchases necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding would be detrimental to the interests of the District.

(3) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

- (a) The Board shall cause to be prepare an Invitation to Bid or Request for Proposal, as appropriate.
- (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
- (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- (e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
- (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies or materials. If no response to an Invitation to Bid or Request for

Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the Minutes of the next Board Meeting.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033, Fla. Stat.

#### 4.2 Contracts for Construction of Authorized Project.

- 1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the later shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
  
- 2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids.
  
  - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  
  - (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:
    1. Hold all required applicable state professional licenses in good standing.
    2. Hold all required applicable federal licenses in good standing, if any.
    3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
    4. Meet any special pre-qualification requirements set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all aspects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and projected workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether a bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation or Proposal, the Board, may, in it's discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the



amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033; 255.0525, Fla. Stat.

#### 4.3 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules in the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and/or goods, supplies or materials as defined herein. Where a contract for maintenance of such a facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.

(c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms or individuals, regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and projected workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether a bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation or Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase,

the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033, Fla. Stat.

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 112.08, Fla. Stat.

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may (but are not required to) be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, in the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Definitions.
  - (a) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a) Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(7), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
  - (b) “Invitation to Bid” is a solicitation for sealed bids with the contract title, date, and hour of the public bid opening designated specifically. It includes a description of the services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, and provides for a manual signature of an authorized representative.
  - (c) “Request for Proposal” is a solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It provides a statement for services sought, applicable terms and conditions, and evaluation criteria, including but not limited to price. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis, and evaluation criteria, as necessary.
  - (d) “Responsive bid or proposal” means a bid or proposal which conforms in all material respects to an Invitation to Bid or Request for Proposal and these Rules, and whose cost components are appropriately balanced. A bid or proposal is not responsive if the person or firm submitting the bid or proposal fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder or proposer.
  - (e) “Lowest responsible bid or proposal” means, as determined in the sole discretion of the Board, the bid (i) submitted by a person or firm capable

and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) is responsive to the Invitation to Bid or Request for Proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (f) “Proposal Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) the most responsive to the Request for Proposal as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Proposals may not be modified after opening. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion and revision of proposals.

- (3) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:

- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
- (b) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District and posted in the District office. The notice shall allow at least seven (7) days following the date of publication for submittal of bids or proposals unless the Board, for good cause, determines a shorter period of time is appropriate, which shorter time period shall be specified in the advertisement of the invitation or request.
- (c) The District may maintain a list of persons interested in receiving notices of invitations to bid or requests for proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their name and address to the District office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be a basis for a protest of any contract award.



- (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.
  - (f) The Board has the right to reject any or all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
  - (g) The Lowest Responsive and Responsible Bid or Proposal or the most advantageous to the District, as appropriate, may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a responsible surety to be approved by the Board.
- (4) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, overnight delivery, or by hand delivery, and by posting same in the District Office for seven (7) days.
- (5) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (6) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (7) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

- (8) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

**Specific Authority:** § 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.011(3), 190.033, Fla. Stat.

#### 4.6 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (b) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
- (d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District.

(2) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

- (a) Hold all required applicable state professional licenses in good standing.
- (b) Hold all required applicable federal licenses in good standing, if any.

- (c) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
- (d) Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (3) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

- (4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
  - 1. The ability and adequacy of the professional personnel employed by each firm.
  - 2. Each firm's past performance for the District in other professional employment settings.

3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (c) If the selection process is administered by any person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second

firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.
- (6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.011(3), 287.055, 190.033, Fla. Stat.

## 5.0 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.2 of the Rules of the Narcoossee Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** §§ 120.57(3), 190.011(5), Fla. Stat.

**Law Implemented:** §§120.57(3), 190.033, Fla. Stat.



## 5.1 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with this Section 5.1.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award (or reject all bids) by posting the notice in the District office for seven (7) days, with a copy being provided to all submitting firms by United States Mail or by hand delivery. The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”
- (2) Filing.
  - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.
  - (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may (but is not obligated to) schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestant and any substantially affected persons or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal and policy grounds for its decision.
  
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above (if available), the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0 above.

**Specific Authority:** §§ 120.53(5), 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033, Fla. Stat.

## 5.2 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with this Section 5.2.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract—including rejection of some or all bids—by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

(1) Scope.

The District may utilize design/build contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a design criteria professional meeting the requirements of section 287.055(2)(K) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.5, Procedure under Consultants' Competitive Negotiations Act.
- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
- (d) After a design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
  - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.

2. The District may maintain qualification information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
3. In order to be eligible to submit a proposal: a firm must, at the time of receipt of the proposals:
  - (a) Hold the required applicable state professional license in good standing, as defined by 287.055(2)(h);
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
  - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) The board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the board determines is fair, competitive, and reasonable. Should the board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the board must terminate negotiations. The board shall then undertake negotiations with the third firm. Should the board be unable to negotiate a satisfactory contract with any of the selected firms, the board shall select additional

firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (3) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next board meeting.

**Specific Authority:** §§ 190.011(5), Fla. Stat.

**Law Implemented:** §§ 190.033; 255.20, Fla. Stat.

#### 7.0 Effective Date.

These Rules shall be effective January 14, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

*\*To the extent permitted by applicable law and pursuant to Sections 286.012, 112.326 and 190.006(9), Fla. Stat., Supervisors' votes must be communicated in a manner that is able to be counted and recorded by the District's Management Company. Failure to do so shall result in a forfeiture of the \$200 compensation per meeting allowance permitted under 190.006(8), Fla. Stat.*

# 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 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 hour (\$1,000 minimum)**

Use fees are non-refundable.

\*Events with over 26 attendees and extending beyond 5:00 p.m. will be required to arrange for the District's security service to be provided at the Applicant's cost.

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 120.54, *Florida Statutes*; Section 120.69, *Florida Statutes*; Section 768.28, *Florida Statutes*; Section 856.021, *Florida Statutes*; and Section 877.03, *Florida Statutes*.

*[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: \_\_\_\_\_

**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 (all 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: (1) display business advertisement(s) for commercial purposes; 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. The Map attached hereto as **Exhibit “B”** shows the areas where street parking is permitted in green and where street parking is not permitted in red. Street parking is permitted on Via Palma Lane only in front of the grass patches located directly in front of the following addresses: 3142 Via Palma Lane, Kissimmee, FL 34744; 3144 Via Palma Lane, Kissimmee, FL 34744; 3146 Via Palma Lane, Kissimmee, FL 34744; 3148 Via Palma Lane, Kissimmee, FL 34744; 3150 Via Palma Lane, Kissimmee, FL 34744; 3152 Via Palma Lane, Kissimmee, FL 34744; 3154 Via Palma Lane, Kissimmee, FL 34744; 3156 Via Palma Lane, Kissimmee, FL 34744; 3158 Via Palma Lane, Kissimmee, FL 34744; 3160 Via Palma Lane, Kissimmee, FL 34744; 3162 Via Palma Lane, Kissimmee, FL 34744; 3164 Via Palma Lane, Kissimmee, FL 34744; 3166 Via Palma Lane, Kissimmee, FL 34744; 3168 Via Palma Lane, Kissimmee, FL 34744; 3170 Via Palma Lane, Kissimmee, FL 34744; and 3172 Via Palma Lane Kissimmee, FL 34744. Street parking is permitted on Via Tuscany Way on Odd House Side Only at the following addresses: Street parking is permitted in the rear of the following lots: 2917 Puerta Del Sol Blvd., Kissimmee, FL 34744 and 2915 Puerta Del Sol Blvd., Kissimmee, FL 34744. Street parking is permitted in the front of the following lots: 2923 Via Tuscany Way, Kissimmee, FL 34744; 2921 Via Tuscany Way, Kissimmee, FL 34744; 2919 Via Tuscany Way, Kissimmee, FL 34744; 2917 Via Tuscany Way, Kissimmee, FL 34744; 2915 Via Tuscany Way, Kissimmee, FL 34744; 2913 Via Tuscany Way, Kissimmee, FL 34744; 2911 Via Tuscany Way, Kissimmee, FL 34744; 2909 Via Tuscany Way, Kissimmee, FL 34744; and 2907 Via Tuscany Way, Kissimmee, FL 34744. Street parking is permitted on Casabella on even side house numbers only at the following addresses: 2902 Casabella Dr, Kissimmee, FL 34744; 2904 Casabella Dr, Kissimmee, FL 34744; 2906 Casabella Dr, Kissimmee, FL 34744; 2908 Casabella Dr, Kissimmee, FL 34744; 2010 Casabella Dr, Kissimmee, FL 34744; 2012 Casabella Dr, Kissimmee, FL 34744; 2014 Casabella Dr, Kissimmee, FL 34744; 2016 Casabella Dr, Kissimmee, FL 34744; 2018 Casabella Dr, Kissimmee, FL 34744; 2020 Casabella Dr, Kissimmee, FL 34744; 2022 Casabella Dr, Kissimmee, FL 34744; 2024 Casabella Dr, Kissimmee, FL 34744; 2026 Casabella Dr, Kissimmee, FL 34744; 2028 Casabella Dr, Kissimmee, FL 34744; 2030 Casabella Dr, Kissimmee, FL 34744; 2032 Casabella Dr, Kissimmee, FL 34744; 2034 Casabella Dr, Kissimmee, FL 34744; 2036 Casabella Dr, Kissimmee, FL 34744; 2038 Casabella Dr, Kissimmee, FL 34744; 2040 Casabella Dr, Kissimmee, FL 34744; 2042 Casabella Dr, Kissimmee, FL 34744; 2044 Casabella Dr, Kissimmee, FL 34744; 2046 Casabella Dr, Kissimmee, FL 34744; 2048 Casabella Dr, Kissimmee, FL 34744;

2050 Casabella Dr, Kissimmee, FL 34744; 2052 Casabella Dr, Kissimmee, FL 34744. Via Largo parking is permitted on odd street address side at the following addresses: 2801 Via Largo Ct, Kissimmee, FL 34744; 2803 Via Largo Ct, Kissimmee, FL 34744; 2805 Via Largo Ct, Kissimmee, FL 34744; 2807 Via Largo Ct, Kissimmee, FL 34744; 2809 Via Largo Ct, Kissimmee, FL 34744; 2811 Via Largo Ct, Kissimmee, FL 34744; 2813 Via Largo Ct, Kissimmee, FL 34744; 2815 Via Largo Ct, Kissimmee, FL 34744; 2817 Via Largo Ct, Kissimmee, FL 34744; 2819 Via Largo Ct, Kissimmee, FL 34744.

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, stop or stand, except momentarily to pick up or discharge a passenger or passengers, within 15 feet of a fire hydrant.

F. 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.

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

H. 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. However, out-of-state license plates are permitted.

I. 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.

J. 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.

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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*.

K. 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.

L. 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; likewise, parking in the District's parking lot adjacent to the Recreation Center during hours that the Recreation Center is open for use is restricted unless the individual is parked during that individual's use of the Recreation Center.

M. 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.

N. 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.

O. 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.

P. 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 or direction of the Board of Supervisors of the District at a noticed Board of Supervisors meeting. 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, illegality 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, or determined by the District, to be invalid or unenforceable.

**Section 8. Effective Date.** The effective date of the District's Parking and Towing Rules is January 14, 2025.

**Exhibit "A":** List and map of the District's Roadways

**Exhibit "B":** Map Describing Permission for Street Parking on the District's Roadways

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 715.07, *Florida Statutes*; Section 316.1945, *Florida Statutes*; Section 316.195, *Florida Statutes*; Section 316.1951, *Florida Statutes*; Section 120.54, *Florida Statutes*; and Section 120.69, *Florida Statutes*.

**Exhibit “A”**

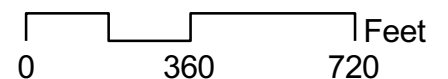
List and Map of the District’s Roadways

*[See attached.]*



# Villa Sol CDD, Roadways

Osceola County, FL  
November 2023



**Exhibit “B”**

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

*[See attached.]*



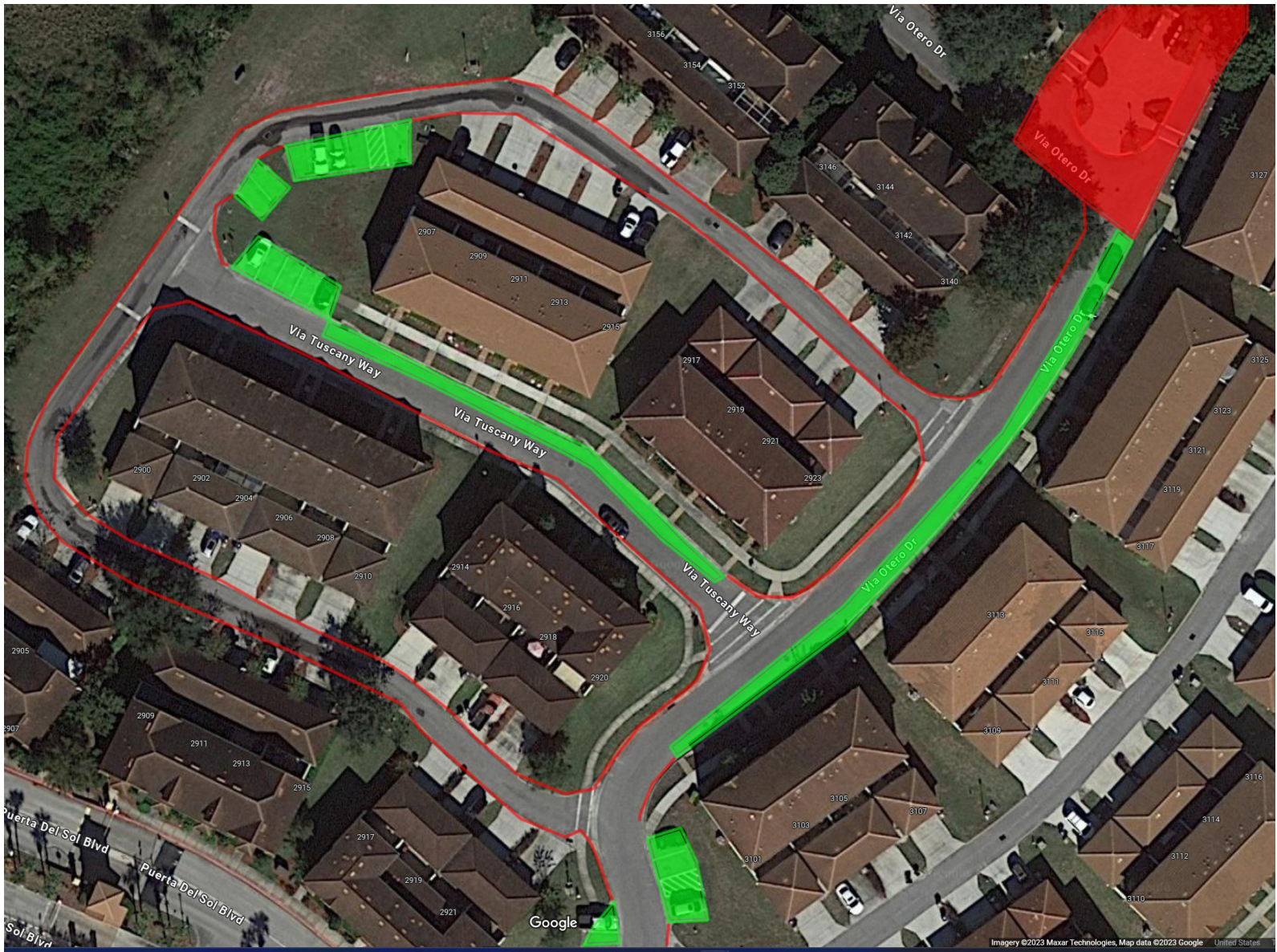
**Villa Sol CDD Updated Towing Rules**

- Green - Authorized areas for public parking. In these areas there is **NO PARKING** in front of mailboxes, or fire hydrants. Please check your surroundings before leaving your vehicle.

- Red - **NO PARKING** is authorized in these areas.







# SECTION VI

# SECTION A

# SECTION 1

*This item will be provided under  
separate cover*

# SECTION 2





6000 S Rio Grande Ave.  
Suite 102  
Orlando, FL 32809  
Phone: 407-578-0050  
License #: B-8700021



Villa Sol

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Vic Plagany, Business Development  
Manager

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January 06, 2025

**WEISERSECURITY.COM**

Weiser Security Services, Inc.



**Weiser Security Services, Inc.**

Villa Sol  
Jarett Wright  
3050 Puerta Del Sol Dr.  
Kissimmee FL, 34744

Dear Jarett Wright,

Thank you for the opportunity to present this proposal for contract security guard service. It is a comprehensive guide to how we will handle your security differently. We're confident that we can provide the level of security you require and expect.

You may find several items of special interest to you throughout the document. We would like to introduce you to our Building Block Approach on the following pages, the fundamentals of our operations.

We practice our Five R's of Employee Engagement in everyday operations, the Right Match, the Right Expectations, Relationship, Recognition, and Respect. This approach helps build people up. It is an alternative that allows us to stand above the rest.

Thank you for learning more about Weiser Security.

Sincerely,

Vic Plagany  
Business Development Manager  
Weiser Security Services, Inc



SECURITY SERVICES, INC.

## BACKGROUND & EXPERIENCE – FLORIDA LEADERSHIP

### SR. Regional Vice President – Greg Kerr



Greg Kerr joined Weiser in 2000 as the West Palm Beach Branch Manager, where he quickly showcased his dedication to customer service and branch growth. With 13 years of experience in the United States Army, including roles as a Medical Specialist and Station Commander, Greg's military background underlines his commitment to excellence. Throughout his tenure at Weiser, Greg earned numerous accolades, including "Rookie Manager of the Year" in 2001 and the prestigious "Manager of the Year" Award in 2003. His remarkable track record of success led to his promotion to Florida Region Vice President in 2015. Greg's ability to sustain success, retain talent, and leverage his extensive customer and employee relations experience continues to drive positive impact within the company.

### Assistant Vice President Branch Director – Ed Newman



Ed Newman joined Weiser Security in 2012 as an Account Manager and swiftly ascended to the role of Branch Manager due to his exceptional professionalism and adept management skills. Throughout his tenure, Ed consistently ranked among the top Branch Managers, demonstrating his leadership prowess and dedication to excellence. Recognizing his talents, Ed was appointed as Assistant Vice President - Branch Director, where he oversees the Orlando branch while serving as a mentor to colleagues across the company. A proud US Veteran with experience in law enforcement and business development, Ed embodies outstanding leadership qualities and is an asset to Weiser Security.



SECURITY SERVICES, INC.

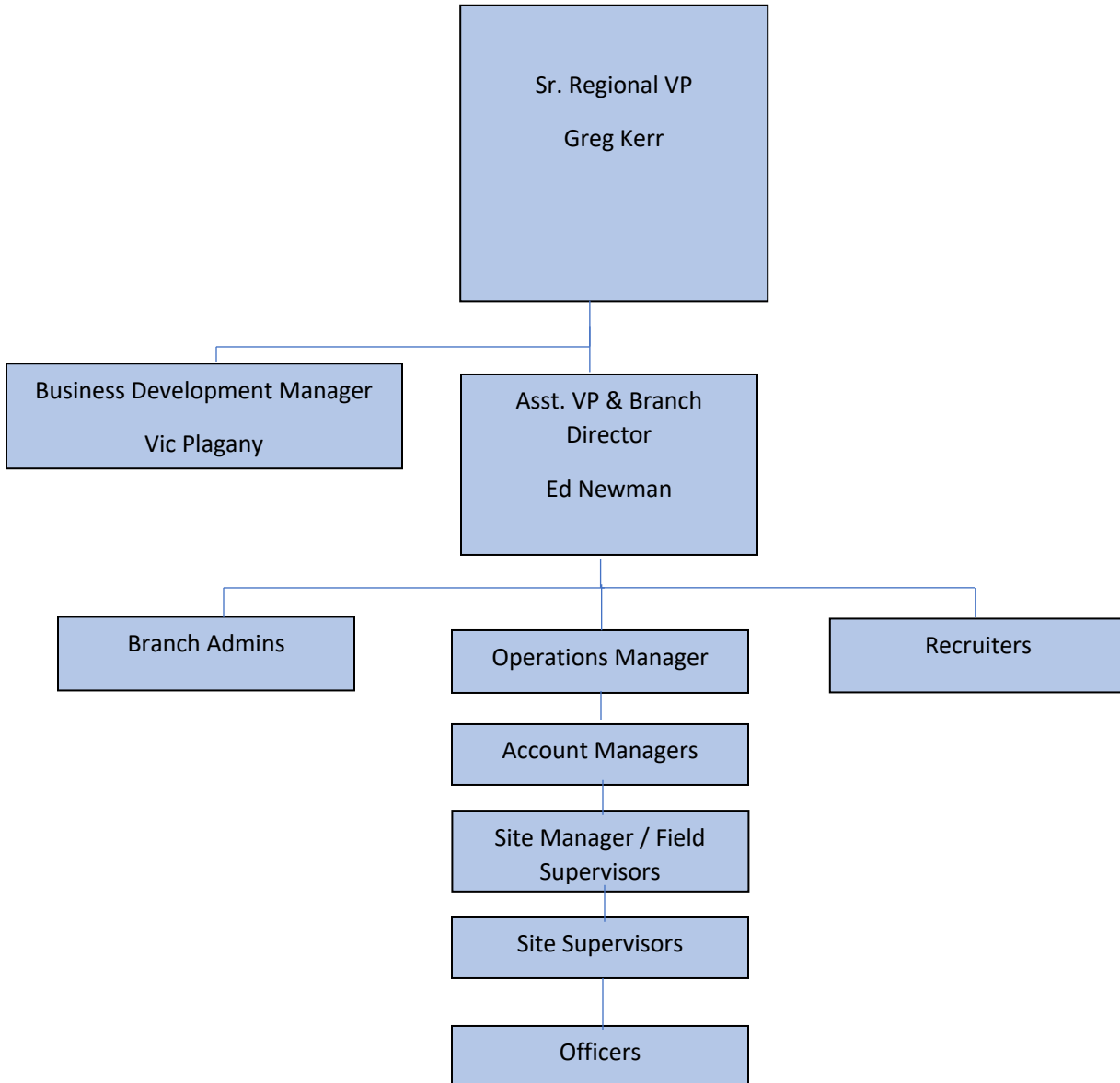
### **Business Development Manager – Vic Plagany**



Vic joined Weiser Security in 2023, supporting the business development team in the Central & North Florida areas. With a diverse background consisting of roles in leadership, security, asset protection, law enforcement and customer service, Vic has the ability to actively listen to his clients, fully understand their needs and develop relationships built on trust and confidence. Vic is known as a trusted advisor and leader in designing customized solutions for each of his clients. Vic is a team player who models the Weiser Security promise of putting our clients and our people first.



## ACCOUNT MANAGEMENT



## Residential



Residential security services are a primary element of Weiser Security's offerings. We provide security to a wide range of residential communities including gated communities, open-access communities, apartment complexes, and high-rise residential buildings.

While some clients require a high level of security visibility, others may prefer a much lower security profile. Weiser Security professionals work closely with property management companies, property owners, and boards of directors to determine each client's security needs.

Weiser Security's menu of Technology Solutions effectively combines manpower with technology. The result is lower operating costs and a strong, efficient residential security service. Our virtual guard system is an excellent choice for most residential security clients, providing central station alarm monitoring as well as "voice down" access control that can reduce the overall manpower needs.

Please visit our Website: [www.weisersecurity.com](http://www.weisersecurity.com) our license number is:BB9500017



SECURITY SERVICES, INC.

## WeisGuard Mobile Workforce Management & GPS Tour System

Weis-Guard Mobile is a cutting-edge management tool with benefits as vast as the challenges it solves -- practically infinite. As the only technology in the industry that is completely flexible with regards to devices and carriers, Weis-Guard Mobile addresses a broad range of business challenges; from the operational to the financial and beyond.

### WeisGuard Mobile Features:

#### Smart Tours

- Task Lists Presented at Checkpoints
- Officer Must Confirm Tasks are Completed
- Notes May Be Entered for Exceptions and Abnormalities
- Records Incomplete Tours
- Reports and Tours may be Completed Offline and Uploaded Once Connectivity is Re-established



Incident	Parties Involved	Photos
Short Description: Broken Window		
Long Description: heard anything. Window was not damaged during the last security tour so the incident occurred sometime between 0900 and 1100. I		
Location: TEKWave Corporate		
More Location: Warehouse Building		
Type: --Select Item--		
Status: --Select Item--		
Level: --Select Item--		
Incident DateTime: Feb 7, 2011 5:23 PM		

#### Complete Reports Live On Location

- Incidents with Photographs
  - Automatically Texted/Emailed to predefined Users
  - Plotted on a Map



#### Custom Inspection Forms

- Employee Inspections
- Safety & Compliance Inspections
- Truck Inspections

#### Tracking & Monitoring

#### Live Visibility of Employee Location

- GPS Tracking Outdoors
- Barcode or RFID Scan Indoors

#### View Historical Movement

- Draw Geofences and set Parameters
- Inbound/Outbound Alerts
- Speeding
- Inactivity

#### Web Portal for Reporting

- Tour Reports Hosted in Real Time
  - Schedule Reports to fire to email daily/weekly/monthly
- Live Incident Data
- Historical Metrics to Identify Trending Pockets of Vulnerability

TEKCONTROL				
Tour Report				
Client:	- TEKWave Solutions	Tour Name:	Fire Extinguisher Audit	
Contact Name:	John Smith	Contact Phone:	770-111-2233	
		Contact Email:	jsmith@tekwavesolutions.com	
Tour Summary				
Officer:	Wexel, Naomi			
Duration:	0 Hours, 21 Minutes			
Start Time:	12/17/2012 2:16:35 PM			
End Time:	12/17/2012 2:38:33 PM			
Details				
Checkpoint Name	Time	Task List	Scanned Data	Comments
Fire extinguisher 1	2:16 PM	At least one fire extinguisher per 75 square feet		extinguisher in place. inspection current.
Fire extinguisher 2	2:19 PM	At least one fire extinguisher per 75 square feet		extinguisher in compliance. inspection current.
Fire extinguisher 3	2:37 PM	At least one fire extinguisher per 75 square feet		extinguisher in compliance. inspection date current.
Fire extinguisher 4	2:38 PM	At least one fire extinguisher per 75 square feet		extinguisher in compliance. inspection date current.
Fire extinguisher 5				Missed CheckPoint

### WeisGuard Advantages:

- Increased Efficiency
- Increased Security
- Better Reports
- Paperless/Green Initiative
- Standardized Procedures & Best Practices
- Increased Quality of Service
- Lower Cost of Facility Management



## WEISER CUSTOM SOLUTION

We are able to leverage our vast industry expertise in combination with our strategic evaluation of your situation to create custom solutions that produce measurable results. The following table lists the potential security improvements that we have identified. Each improvement is matched with a custom Weiser Security solution that is actionable and has a direct benefit to your business.

CONCERN	WEISER SOLUTION	VILLA SOL BENEFIT
<b>Inadequate site-specific procedures are making officers ineffective.</b>	A Weiser manager will write site-specific post instructions, and will update them on a regular basis.	Officers will understand their functions, will be better prepared, and will have a source of on-site training.  Continuity/fewer problems.
<b>Communication with current security vendor is challenging. making their understanding of community needs challenging.</b>	Managers are required to meet with every client face-to-face on a monthly basis.  Managers bonus based on meeting monthly metrics, client satisfaction and client retention, rather than bottom line.  Branch, Regional, and Corporate involvement with all accounts.	Problems and needs are assessed regularly and changes implemented on post in a timely manner.  Continuous evaluation of employee caliber, training program, and supervision.





		<p>Continuous evaluation of employee caliber, training program, supervision, and management.</p> <p>Greater chance of knowing needs means greater chance to achieve desired performance.</p> <p>Increased security.</p> <p>Continuity/fewer problems.</p>
<b>Equipment needed to help automate certain tasks.</b>	Add a state-of-the-art electronic touring system.	<p>Community Management and Board more aware of what is happening within the community (activity logs and incidents emailed daily).</p> <p>Tasks can be partially automated to reduce error and increase productivity.</p> <p>Overall Increased security and better communication.</p>
<b>On-site officer cannot be in several places at once.</b>	Add Weiser Security's Virtual Monitoring (future option)	<p>Lower costs and eliminate overspending on</p>



		<p>security personnel.</p> <p>Will work in conjunction (hybrid style) or separately from on-site service.</p> <p>Increase productivity, efficiency and quality with the help of AI technology and live remote monitoring agents.</p>
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# REMOTE ACCESS CONTROL FOR HIGH-RISE BUILDINGS AND HOMEOWNERS ASSOCIATIONS (HOA)

**Better Security. Reduced Risks and Liabilities. Improved Tenant Retention**

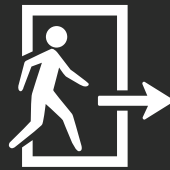
## AFFORDABLE AND EFFECTIVE REMOTE ACCESS CONTROL

Improve security in high-rises, apartment buildings, and gated communities with Remote Guarding and Access Control. We combine robust video security and live remote guards for a complete access control solution that boosts security, property value, and marketability.

### Our Services



**Access Control Management**



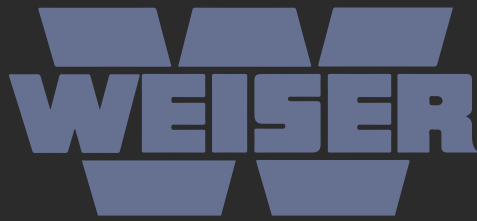
**Visitor Management**



**Remote Guarding**

- ✓ Advanced Video Surveillance Systems that are Monitored in Real Time
- ✓ Professional Monitoring Agents Verify the Identity of Residents, Occupants, and Visitors
- ✓ Combining Sophisticated Technologies with Human Intelligence to Provide Detection and Intervention of Unwanted Activities
- ✓ Real-time “Talk Down” Solution Acts as an Immediate Audio Deterrent
- ✓ 24/7 Monitoring
- ✓ Customizable Security Service Protocols and Reporting
- ✓ Property Managers Can Investigate and Document Incidents

Contact us by phone at (504) 949-7558 or email us at [sales@weisersecurity.com](mailto:sales@weisersecurity.com)



## MANAGE RISKS AND LIABILITIES

Apartment complexes seek to maintain a secure environment for their tenants while reducing their own exposure to liability and unwanted visitors. Our proactive live monitoring and video review service can keep a watchful eye on your property to reduce risk and damage.

## WE STOP CRIME AND CONTROL ACCESS AT MULTI-TENANT SITES

We turn each camera of a video surveillance system into a proactive remote guard. The proven solution combines on-site video surveillance technologies, sophisticated analytics, and the decision-making capabilities of trained security interventionists to reduce crime and improve security.

- ✓ Video Surveillance and analytics detect activity at an access point.
- ✓ Trained Security Specialists verify the identity of the Visitor, Resident, or Occupant and provide or deny access.
- ✓ When suspicious or unwanted activity occurs, Security Specialists provide a direct audio warning while informing law enforcement.

## TOP BENEFITS OF REMOTE GUARDING

- ✓ Decreased Risks Including Theft, Vandalism, Violence, Fraud, and Loitering
- ✓ Reduced Risks and Liabilities Than that of Standing Guards
- ✓ Enhanced Visibility Using Cameras with Low and No-light Capabilities Over the Entire Site at Once
- ✓ Decreased Security and Guard Costs
- ✓ Able to provide remote doorman duties for increased access control
- ✓ Analytics Swiftly Identify Anomalies
- ✓ Live Audio Intervention to Prevent Crime
- ✓ Minimizes Vehicle Break-ins and Theft
- ✓ Protection from Drugs and Drug Dealers
- ✓ Reduce Vacancy Rates and Increased Marketability
- ✓ Improve Security with Monitored Cameras Covering Entrances, Gates, Parking Lots, Community Centers, Gyms, Laundry Rooms, Pools, Mailboxes, and Leasing Offices

Contact us by phone at (504) 949-7558  
or email us at [sales@weisersecurity.com](mailto:sales@weisersecurity.com)



SECURITY SERVICES, INC.

## EXECUTIVE SUMMARY

Weiser Security Services, Inc. is among the nation's leaders in physical and digital security services. Pairing trained security officers with the highest level of digital security, we're able to provide custom security solutions that are guaranteed to keep your business, employees and clients safe. The following proposal details how Weiser Security can benefit your business now. Our plan is actionable and based on opportunities we have identified through an in depth analysis of your current security operations.

## PROPOSAL OBJECTIVES

- Thoroughly assess current security operations
- Identify weaknesses and pockets of opportunity for improvement to your current security plan
- Match Weiser's service offering with your specific security needs
- Create actionable task list to implement your custom security service plan



## INVESTMENT DETAILS AND TERMS

Your investment in Weiser security guarantees prompt, accurate and professional services at a competitive market rate. The following has been customized to fit your individual security needs and ensure the most efficient use of your budget.

### INVESTMENT DETAILS

POSITION	HPW	PAY RATE	BILL RATE
Security Officers - HOA	28	\$16.50	\$23.47
TOTAL/AVERAGE	28	\$16.50	\$23.47
<b>Weekly Billing Rate</b>			\$657.16
<b>Annual Billing Rate</b>			\$34,172.32

### INVESTMENT TERMS

Included at no additional cost: Weiser Web Portal Management System where internet is available.

Overtime rates of 1.455 times the above will be billed for six holidays and any additional coverage requested where overtime is incurred.

Prices are net of any applicable sales taxes currently 7.5% for which we have no control over such changes.



## INVESTMENT DETAILS AND TERMS

Your investment in Weiser security guarantees prompt, accurate and professional services at a competitive market rate. The following has been customized to fit your individual security needs and ensure the most efficient use of your budget.

### INVESTMENT DETAILS

POSITION	HPW	PAY RATE	BILL RATE
Security Officers - CDD	28	\$16.50	\$23.47
TOTAL/AVERAGE	28	\$16.50	\$23.47
<b>Weekly Billing Rate</b>			\$657.16
<b>Annual Billing Rate</b>			\$34,172.32

### INVESTMENT TERMS

Included at no additional cost: Weiser Web Portal Management System where internet is available.

Overtime rates of 1.45 times the above will be billed for six holidays and any additional coverage requested where overtime is incurred.

Prices are net of any applicable sales taxes currently 7.5% for which we have no control over such changes.



## ADDITIONAL PRICING ITEMS

The following items will be billed separately, monthly

ITEM	RATE
Security Golf Cart	\$655.56
<b>Total:</b>	\$655.56





SECURITY SERVICES, INC.

## THE WEISER DIFFERENCE

At Weiser, we attribute our proven success to the strength of our employees. We follow a recruiting and screening driven hiring approach that guarantees the placement and retention of security professionals that are motivated, qualified and custom fit for each of our clients unique security needs.

### STRATEGY

Our hiring approach was created using the following set of strategic principles. These principals allowed us to maintain focus on the employee as opposed to the employee training. We can ensure the continued success of our clients by giving employees a work environment that allows them to thrive personally and professionally.

1. The right match
2. The right expectations
3. Relationship
4. Recognition
5. Respect

## Approach

We use a building block approach that is based on a foundation built by hiring the right employees. Unlike our competitors, we focus on people first. Our screening process is the most rigorous in the industry. Candidates must pass 12 background standards, 16 physical and mental standards and a 16 step selection process. We provide various elements of training which begin before the officer is placed in the field. Our supervision and quality control programs provide on-going support to employees to ensure that services are consistently being upgraded and all working relationships are successful.





SECURITY SERVICES, INC.

## THE WEISER DIFFERENCE

At Weiser, we attribute our proven success to the strength of our employees. Our employees are the most motivated, engaged and qualified security professionals in the industry as documented by the Gallup Organization.

### STRATEGY

Our approach for employee success is driven by a strategic focus on our five R's of employee engagement. These principals allow us to maintain focus on the employee. We ensure the continued success of our clients by giving employees an engaging work environment that allows them to thrive personally and professionally.

### THE FIVE R's OF EMPLOYEE ENGAGEMENT

The following principals have been scientifically proven to generate positive business outcomes such as a reduction in employee absenteeism, increased safety and client account retention, to name a few.

#### The Right Match

- The right people, in the right tasks, with the right supervisors drive employee engagement

#### The Right Expectations

- Employees need to know how they win at Weiser, how they win today and how they win with their supervisor.



SECURITY SERVICES, INC.

## Relationship

- Connections between people make the difference in partnership, productivity and employee satisfaction. One's supervisor is typically the third most important person in their life.

## Recognition

- Recognize employees not just for what they do well, excellent or great – but for what they merely do right.

## Respect

- Treat all employees with the same level of respect and when dealing with people always do what is right.

## THE WEISER PROMISE

Our promise to our clients is that we will "Employ only the most dependable and reliable." By making it through our screening process, employees have demonstrated such traits and are among the best.





SECURITY SERVICES, INC.

## EMPLOYEE HIRING

Recruiting and screening are the foundation of the Weiser building block approach. We focus on recruiting and screening people who are motivated similar to the most successful security officers.

## RECRUITING

Weiser Security has built the largest database in the world of psychometric and biographic data on security officers in the work place. Research shows that productive security officers don't work just because of the money. These qualified individuals are motivated by the need to be helpful and to be of service.

We don't rely on traditional recruiting methods to source potential employees. Instead, we have developed strategic sources of applicant flow. Listed below are just a few of the sources we tap into for successful officer candidates.

- Employee referrals
- Recruiting cards
- Military out placement
- AARP
- Catholic Charities
- Veterans Services

## SCREENING

Standard screening doesn't detect unrevealed personality traits that may cause problems on the job. Many people can do a job, but don't because they do not possess the proper motivation. We developed a screening assessment tool that we call InnerView™. InnerView™ is an objective second opinion for selecting and placing security officers who have strong customer service skills. InnerView™ ranks individual personality and motivation and has the ability to determine suitability for particular assignments. Our goal is to match each officer with the particular needs of each post. Since 1991, we have had incredible success using this proprietary testing system which is the only officer performance and assignment profile tool in the industry.



- Screens in the best customer service skills and strongest work ethic.
- Screens out problems, absenteeism, and dishonesty.
- Determines ability for public contact, working alone, activity and attention to detail.
- Estimates turnover risk



SECURITY SERVICES, INC.

## SELECTION

We are highly selective when choosing employees in order to ensure a greater chance of success. On average, only 9 out of 100 applications are selected to move forward in the hiring process. We are considered to be pioneers in the field of validated research and psychological profiling of security officers. Our scientific profiling is based on many areas of selectivity:

- Workplace problems
- Work ethics
- Reliability
- Dependability

Our aim is to improve employee performance and lower turnover risk. Every employee file is:

1. Investigated by the Branch Staff
2. Double checked for accuracy by the Corporate Selection Controller to ensure our standards are met.

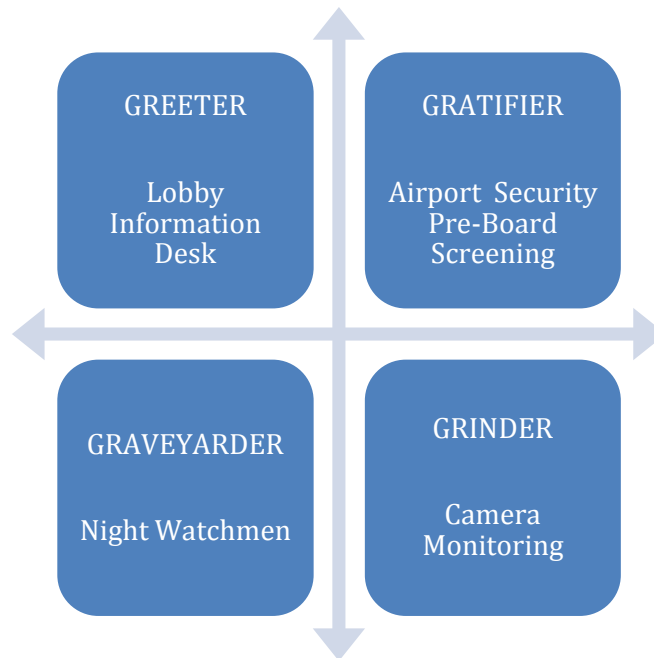
## PLACEMENT

**InnerView™** uses two different profiles. The first profile is selection. If a candidate passes selection, they are then profiled for placement. **InnerView™** placement is based on two variables universal to all posts, which are:

The importance of interpersonal skills - If a post requires a great deal of public contact, the officer should possess a higher level of social skills, and vice versa.

Activity level - The more complex the duties, the more attentive to detail the employee must be, and vice versa.

Combining these two dimensions allows us to classify four types of post assignments. In turn, these describe four distinct “types” of security officers. Officers who are comfortable with their posts report more job satisfaction, which contributes to better performance, lower turnover, and fewer problems all around.







SECURITY SERVICES, INC.

## BENEFITS

Weiser Security is proud to provide employees a comprehensive benefits package. Providing employees with a work environment that supports their personal needs creates a sense of future and belonging. Weiser provides employees the following work place benefits.

- Uniforms and equipment furnished at no cost
- Holiday bonus
- Direct deposit
- Skylight™ debit card
- Employee referral incentive
- New business lead bonus
- Paid vacation
- Anniversary awards
- Holiday pay
- Daily pay

## HEALTH BENEFITS OFFERED

- Medical/Health Insurance
- Dental
- Vision
- Life Insurance



SECURITY SERVICES, INC.

## SUPERVISION

Our management and supervision practices help us foster positive relationships with our officers. We employ stable, professional managers who create meaningful partnerships with officers in order to increase employee satisfaction and productivity. Each shift, each site is visited each week including weekends. Visits are frequent and meant to encourage communication and prevent a sense of isolation for officers in the field.

## REPORTING

Monthly Client Service Call Reports, done face to face, are created with the client and management staff. These reports are used as a tool to develop action plans that help address any issues or concerns.

Officer Contact Reports and Field Supervisor To Do Lists are completed daily to ensure constant communication between management and officers.



SECURITY SERVICES, INC.

## MANAGEMENT PRACTICES

Weiser account management is localized and service-driven. Unlike competitors, Weiser management is incentivized based on client retention and quality of service. All levels of our Operations Team are available to clients and officers 24/7. Our goal is to create quality face to face time with officers and clients. The lines of communication are kept open with each post for each shift, each week, weekdays and weekends. A description for management positions are outlined below.

### FIELD-SITE SUPERVISOR

- Daily client communication
- Trained on each position
- Available for emergencies and back-up
- Responsible for officer management and scheduling
- Liaison between Weiser Operations Team and field officers

### ACCOUNT MANAGER

- Face to face client communication every month
- Assists in development of site procedures
- Makes monthly service calls
- Responsible for officer selection, training and emergency response



## BRANCH MANAGER

- Face to face communication with clients every four months (or three months depending on size)
- Responsible for all account operations
- Reviews client activities and creates action plans for monthly service calls
- Coordinates and develops procedures and site specific training
- Responsible for quarterly review of policies
- Available for emergency response
- Responsible for selection and training of employees

## REGIONAL VICE PRESIDENT

- Face to face communication with clients two times per year (or three months depending on size)
- Responsible for management of an average of six branches
- Reviews operational reports
- Implements and monitors action reports
- Evaluates performance of Operations Team and on-site security personnel



## TRAINING

Weiser officer training is conducted by a manager or supervisor only. Every officer goes through a comprehensive security and customer service training program consisting of four main types of training.

1. Pre-site training
2. On-the-job training
3. In service training
4. Online training

### PRE-SITE TRAINING

- Classroom training which takes place before officer assignment
- Integrates lectures and video in a classroom setting
- Sets employee expectations

### ON-THE-JOB TRAINING

- Introduces officer to his new work environment
- On-site training customized for each client
- Post orders test must be successfully completed before officers are allowed to work



## IN-SERVICE TRAINING

- Officer evaluations and testing take place multiple times throughout the year
- Officers work with management to set quantifiable and attainable training goals

## ONLINE TRAINING

- Continuing education and officer training through proprietary multimedia web based training program
- On-line training can be tracked by management
- Certificates of completion are awarded to each officer upon successful completion of each session



SECURITY SERVICES, INC.

## QUALITY CONTROL

Our quality control plan guarantees the successful selection, placement, training and supervision of security officers. Weiser employees who are selected to join your team are engaged in their work and are 100% committed to protecting your business and its assets.

We believe the level of service we provide for our clients can be measured. We've broken down broad security principals into smaller, manageable and measurable pieces that we call leading and lagging indicators. These indicators are all based on positive business outcomes from 20 years of data.

For example, one of our measurable items is Span of Control. We measure how many accounts and hours per week each manager is responsible for servicing. We know from experience that if our managers are tasked with too many accounts then quality suffers. Some other indicators that we measure and publish include payroll Errors per 100 employees, New Hire to Applicant Ratio and Quality Officer Contacts.

Our Statistical Quality Control Program is a red-flag system. We know problems will begin when the tolerances are out of sync. It helps keep us focused on areas that need improvement and it enhances the level of quality service for you.



SECURITY SERVICES, INC.

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Type: --Select Item--		
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- Live Incident Data
- Historical Metrics to Identify Trending Pockets of Vulnerability



TEKCONTROL Tour Report				
Client: - TEKWave Solutions		Tour Name: Fire Extinguisher Audit		
Contact Name: John Smith		Contact Phone: 770-111-2233		
		Contact Email: jsmith@tekwavesolutions.com		
Tour Summary				
Officer:	Wexel, Naomi			
Duration:	0 Hours, 21 Minutes			
Start Time:	12/17/2012 2:16:35 PM			
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- Increased Security
- Better Reports
- Paperless/Green Initiative
- Standardized Procedures & Best Practices
- Increased Quality of Service
- Lower Cost of Facility Management





## REFERENCES

### Partial Client List

At Home	Embassy Suites	LG Electronics
Alcoa	Enterprise Rent-A-Car	Morton Salt
Aldi	Estes Trucking	National Oilwell Varco
Averitt Express	FedEx	Nuccor
Auto Zone	First Services Residential	Peco Foods
Bechtel Corp	Foxconn	Penske
Boise-Cascade	GEM Shopping Network	Pilgrims Pride
Borden Milk	General Electric	Publix
Bunge	Georgia Pacific	Rheem
CBRE	Hanes Brands	Safety Kleen
CB&I	Halliburton	Safeway/Von's
Ceva Logistics	Hilton Grand Vacations	Salvation Army
The Children's Place	Jones Lang LaSalle	Sheraton
Costco	Kinder Morgan	Southeastern Freight
DAK Americas	Koch Industries	Southwest Gas
Dillards	Kroger	Sears Holding Group
	Latter & Blum	



SECURITY SERVICES, INC.

Stericycle Environmental

Swift Transportation

Tanger Outlet

Tenaris

US Foods

UPS

UTZ Quality Foods

Verizon

Volvo North America

**CLIENTPOINT DOWNLOAD RECEIPT**

---

**DOWNLOADED: 01-06-2025**

**CLIENTPOINT ID: 1102788**

# SECTION B



Waste Management Inc. of Florida  
 2700 Wiles Road  
 Coconut Creek, FL, 33073  
 (866) 724-2989

WM Agreement # S0009534226  
 Customer Acct # 181-195542  
 Acct. Name VILLA SOL CDD  
 Salesperson Julia Martin  
 Effective Date 12/1/2017  
 Last API Date 11/20/2016

## Service Agreement Non-Hazardous Waste Service Summary

Service Information			
Name	VILLA SOL CDD	Contact	DANNY GONZALEZ
Address	3050 PUERTA DEL SOL BLVD	Telephone #	(407) 566-4122
City State Zip	KISSIMMEE, FL 34744	Fax #	
County/Parish	OSCEOLA	Email	danny.gonzalez@stservices.com

Billing Information			
Name	VILLA SOL CDD	Contact	DANNY GONZALEZ, ANNE-AP
Address	210 N UNIVERSITY DR 702	Telephone #	9547535841
City State Zip	CORAL SPRINGS, FL 33071-7320	Fax #	
County/Parish	OSCEO	Email	anna.golovan@stservices.com

### Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	2 Yard FEL	MSW Commercial	1x Per Week	Lock Service Recurring	\$ 125.00
				Fuel & Environmental/RCR	\$ 15.00
					\$ 50.66 *

Current rate for Extra Pickup (per Lift): \$ 125.00  
 Franchise Fee Percentage: 15.00% \*

**TOTAL :** \$ 190.66 \*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

**Administrative Charge** \$ 5.00\*  
**GRAND TOTAL** \$ 195.66\*

#### Initial One Time Service Charges\*

#### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, and any applicable franchise fees will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

**Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.**

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature

Russ Simmons Field manager  
 Printed Name Title

11-13-17  
 Date

Julia Martin  
 Company Waste Management Inc. of Florida

Julia Martin Waste Management Sales Rep.  
 Printed Name Title

11/14/17  
 Date

Terms and Conditions on following page(s)



Waste Management Inc. of Florida  
 2700 Wiles Road  
 Coconut Creek, FL, 33073  
 (866) 724-2989

WM Agreement # S0009534226  
 Customer Acct # 181-195542  
 Acct. Name VILLA SOL CDD  
 Salesperson Julia Martin  
 Effective Date 12/1/2017  
 Last API Date 11/20/2016

## Service Agreement Non-Hazardous Waste Service Summary

Service Information			
Name	VILLA SOL CDD	Contact	DANNY GONZALEZ
Address	3050 PUERTA DEL SOL BLVD	Telephone #	(407) 566-4122
City State Zip	KISSIMMEE, FL 34744	Fax #	
County/Parish	OSCEOLA	Email	danny.gonzalez@stservices.com

Billing Information			
Name	VILLA SOL CDD	Contact	DANNY GONZALEZ, ANNE-AP
Address	210 N UNIVERSITY DR 702	Telephone #	9547535841
City State Zip	CORAL SPRINGS, FL 33071-7320	Fax #	
County/Parish	OSCEO	Email	anna.golovan@stservices.com

Customer Comments:

Service Description & Recurring Rates			
Quantity	Equipment	Material Stream	Frequency
1	2 Yard FEL	MSW Commercial	1x Per Week

Base Rate	\$ 125.00
Lock Service Recurring	\$ 15.00
Fuel & Environmental/RCR	\$ 50.66 *

Current rate for Extra Pickup (per Lift): \$ 125.00  
 Franchise Fee Percentage: 15.00% \*

**TOTAL :** \$ 190.66 \*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 5.00 *
<b>GRAND TOTAL</b>	<b>\$ 195.66 *</b>

Initial One Time Service Charges\*

As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, and any applicable franchise fees will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

**Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.**

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Company Waste Management Inc. of Florida \_\_\_\_\_ Waste Management Sales Rep. \_\_\_\_\_  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Terms and Conditions on following page(s)

**1. SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

**2. TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

**3. SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

**4. CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

**5. CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

**6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

**7. LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

**8. INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

**9. RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION:** Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see [www.wm.com](http://www.wm.com) for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

**11. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

**12. RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

- (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at [www.recycleamerica.com](http://www.recycleamerica.com) or such specifications communicated to Customer by Company.
- Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
- Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at [www.recycleamerica.com](http://www.recycleamerica.com).
- Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
- Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

# SECTION VIII



# SECTION A

MINUTES OF MEETING  
VILLASOL  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the VillaSol Community Development District was held on Tuesday, December 10, 2024, at 6:00 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Herman Perez	Chairman
Ariel Correa-Betancourt	Vice Chairman
Corey Gagnon	Assistant Secretary
Mario Cordova	Assistant Secretary
Mark Godsin	Assistant Secretary

Also present were:

Jason Showe	District Manager, GMS
Jarett Wright	Field Operations, GMS
Kristen Trucco	District Counsel, Latham Luna
Peter Armans <i>by Zoom</i>	District Engineer, Dewberry

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Showe called the meeting to order and called roll. Five Board members were present constituting a quorum.

**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 opened the public comment period. There being no comments, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Board Members**

Mr. Showe performed the oath of office to the newly elected officers. He noted there was a packet of information for review. Mr. Showe reviewed the contents of the packet to include

instructions for the forms to be completed, how to proceed emails, compensation of \$200, and a memorandum on conflict of interests.

Ms. Trucco added an explanation on conflicts of interests, code of ethics, the sunshine law, ethics requirements, decision making on vendors and disclosures, social media issues, public records, emails separate from personal emails and offered her assistance on the information.

Mr. Showe added comments on emails, sunshine law, and noted they should not keep records on meetings, and offered to answer questions. A Board member asked about questions and the agenda.

**B. Election of Officers**

Mr. Showe stated this is required when there are new officers elected. He reviewed the current slate with Mr. Flint as Secretary/Treasurer, Mr. Showe as Assistant Secretary, and other GMS personnel for officer positions. He reviewed the positions available for Board members. He asked the Board for nominations. Ms. Trucco stated they could keep the same slate or make nominations. Mr. Showe explained the process for nominations.

**C. Consideration of Resolution 2025-01 Electing Officers**

Mr. Cordova noted he could not continue to serve as Vice Chair and nominated Mr. Perez as Chair and Mr. Correa-Betancourt as Vice. Mr. Showe noted the remaining officers would be Mr. Godsin, Mr. Cordova, Mr. Gagnon, Mr. Showe as Assistant Secretaries. He added Mr. Flint would serve as Treasurer/Secretary, and other GMS personnel as positions of officers.

On MOTION by Mr. Cordova, seconded by Mr. Correa-Betancourt, with all in favor, Resolution 2025-01 Electing Officers as Mr. Perez as Chairman, Mr. Correa-Betancourt as Vice Chairman and Mr. Godsin, Mr. Cordova, Mr. Gagnon, Mr. Showe as Assistant Secretaries, Mr. Flint as Secretary/Treasurer, and other GMS Personnel as Positions of Officers, was approved.

**FIFTH ORDER OF BUSINESS**

**District Engineer**

**A. Approval of Storm System Repair Bid Package – Added**

Mr. Armans reviewed the storm system repair bid package with Dewberry to include the descriptions, units, quantities, maps, pipeline rehabilitation, and construction requirements. Ms. Trucco added comments on the contracts, and they would work to develop the contract.

Mr. Perez asked if they needed to move forward with this immediately. Mr. Armans commented on the process to move forward. Ms. Trucco made comments on costs, contracts, and threshold for construction projects.

Mr. Cordova asked for other options for contractors and expressed concerns on spending funds. Mr. Armans replied on clarification of project and contractors. Other comments were made from Mr. Showe and emails, and other contact options to include timeline options. The Board asked for a list of where this was published for them to review. Mr. Cordova noted part of this was previously approved and asked if that will supersede this current project. He asked if this covered all of Zone 1. Mr. Armans explained the coverage.

Ms. Trucco recommended a motion for approval with the inclusion of a contract. The location and scope of work was further discussed.

On MOTION by Mr. Perez, seconded by Mr. Cordova, with all in favor, the Proposal of Storm System Repair Bid Package RFP Subject to Counsel Inclusion of a Contract, was approved.

**SIXTH ORDER OF BUSINESS**

**Business Matters**

**A. Review of Proposals for Unarmed Security Services**

- i. Excelsior Defense**
- ii. MagnoSec**
- iii. Limitless Executive Solutions – Proposals 1 & 2**
- iv. Weiser Security**

Mr. Showe stated these proposals have been presented and there was not a specific budget for these services. The budget for security services was further discussed and how other CDDs handled security and agreements with HOA. Mr. Cordova suggested identifying other line items for this service.

Discussion ensued on options with the HOA and joint agreement with CDD, responsibilities, budget concerns, maintenance line-item option of \$60,000, options for the number of hours per week, contract option to reduce the number of hours.

Mr. Showe asked if the Board would like to trim down the vendors. The vendors, proposals, and options were discussed and a comparison of each.

Vendor gave an overview of their proposal. The Excelsior proposal was for \$69,986.80 and option for \$122,476.90. The personnel cost and patrol golf cart were for a total of \$33.65.

Guard services 2 options for 40 hours/week and 70 hours/week with 2 officers. Mr. Cordova made comments on difference in pricing and the option for hours for services.

The vendor discussed the concerns with cutting back the hours of security, consistency, and an option for video surveillance. He noted a survey would be completed to review compacity for technology. Other options were discussed. Mr. Cordova asked if they provided parking enforcement, and it was noted that was an option. The other CDDs they served were reviewed.

The Weiser proposal security officers were at \$68,844.06 and additional security golf cart for \$655.56.

Mr. Cordova stated he would be good with narrowing down the choices to Excelsior and Weiser. Board discussion ensued on the vendors, options for services, costs, options for the CDD buying the golf cart, liability issues, complications with owning the cart, vendor replacement of cart, using CDD property, etc. After discussion the Board decided to narrow choices to Excelsior and Weiser.

**B. Consideration of Request from HOA for Storage of Mulch Delivery**

Mr. Showe stated the HOA requested storage of mulch delivery. Other options were discussed for locations, process for storage of mulch, and options for authorizing for future so that it was not repeated.

On MOTION by Mr. Perez, seconded by Mr. Correa-Betancourt, with all in favor, to Allow HOA to Use Mulch Location, was approved.

**C. Consideration of Resolution 2025-02 Declaring Surplus of Tangible Property – Added**

Mr. Showe stated this resolution was for declaring surplus of tangible property. He noted there was list of surplus property that had been identified.

On MOTION by Mr. Perez, seconded by Mr. Godsin, with all in favor, the Resolution 2025-02 Declaring Surplus of Tangible Property, was approved.

**D. Appointment of Audit Committee and Chairman**

Mr. Showe reviewed the process for appointment of the Audit Committee and Chair and the steps moving forward. He noted the motion would appoint the Board as the Audit Committee.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Appointment of the Board as the Audit Chair Committee, was approved.

**SEVENTH ORDER OF BUSINESS**

**District Counsel**

**A. Review of District Rules**

**i. Chapter I: District Facilities**

Ms. Trucco reviewed the District rules to include suggestions for removal of items and she noted the public hearing is set for January. She asked the Board to review these for input.

Mr. Cordova stated the District facility rules and cost of rental of clubhouse was confusing. He suggested the Board set a rental based on the number of people and a minimum number of hours. He commented on the past rental issues. Discussion ensued on current rates, and the possibilities of minimum of 4 hours.

She reviewed the Truist issue, charges that could not be determined, settlement options, release from the CDD, negotiations, the settlement that was best for the CDD, past problems, issues with no access to the account, and the fraud committed.

Mr. Cordova stated this was a difficult decision on fraud and accountability. He stated he could accept the money, but he was not comfortable signing to relieve them from anything. Ms. Trucco explained the agreement issues, concern with the standards, and the rejection of offer outcome. Ms. Trucco explained the possibility to leave this on the table. She noted they could resend their offer.

Other Board concerns were expressed and the lengthy process. Mr. Cordova asked if they could send this to the State district attorney to investigate. Ms. Trucco stated they could, but she had never done that before.

Mr. Cordova suggested the Board not decide today. The Board decided to move the decision to another meeting and ask for more information of the fraud charges and ways to prevent this from happening again. Discussion was held on access to accounts for review.

**ii. Chapter II: Parking and Towing on the District’s Roadways**

The Board asked for updates on information on moving vehicles.

**EIGHTH ORDER OF BUSINESS**

**District Manager’s Report**

**A. Approval of Minutes of the October 21, 2024 Meeting**

Mr. Showe asked for approval of the minutes from the October 21, 2024 meeting which are in the agenda for review. He asked for any corrections or changes. Ms. Trucco noted some changes on remaining balance correction should be \$9,000.

On MOTION by Mr. Gagnon, seconded by Mr. Perez, with all in favor, the Minutes from the October 21, 2024 Meeting, were approved as amended.

**B. Approval of Check Register**

Mr. Showe presented the check register including the general fund through September for \$110,923.88. Invoices were discussed and explained. Specific charges were discussed and other concerns with actual charges with gas, chlorine and GMS charges.

The Board had asked breakdown for charges because they were too general. Contract for internet and cable were discussed.

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

**C. Balance Sheet and Income Statement**

Mr. Showe presented the balance sheet and income statement with the fund balances. He noted there is no action.

**NINTH ORDER OF BUSINESS**

**Field Operations**

**A. Field Manager’s Report**

Mr. Wright presented the Field Manager’s Report that is included in the agenda package. Discussion included deliveries, items on action items list, Christmas decorations, tree trimming proposals, sod replacement, storage unit, curb painting and sign installation by volunteers.

Discussion was held on stencils in storage for use, no parking should be yellow, and Mr. Cordova asked for Board decision on final colors. Other discussion was held on paint colors, crosswalk, paint equipment in storage, dumpster replacement, review of proposals for pool jets, and fountain resurfacing.

**B. Discussion to Select Colors for Clubhouse, Guardhouse, and Fountain**

**C. Consideration of Proposals from Exercise Systems**

- i. Batca Fitness Fusion 3 Single Stack Multi-Station w/ Leg Press Option**
- ii. Batca Fitness Omega 2 Multi-Station – Options 1 & 2**

Mr. Wright presented the gym proposal options and the difference in the costs for the equipment options at a cost difference of \$6,540 and \$8,345. Discussion was held on the options and costs options, delivery and set up costs, possible discounts, other vendor options, low bearing wall possible changes, needed engineer input, proposal costs, budget concerns, prioritizing tasks, budgeting for improvements, and GMS presented budget balances at the next meeting.

**D. Consideration of Smart Leak Locator Proposals**

- i. Spa Inspection Report & Repair Quote**
- ii. Pool Resurfacing Report & Repair Quote**

Mr. Cordova discussed the specific leaks on the fountains, his work that was completed, and his concerns with the work and proposal costs. It was noted they needed other bids for spa. Other topics included pool light proposals, total costs of \$2,420, other options for pool lighting, and suggestions for parts replacements and labor costs.

**E. Consideration of Carifel Pools Services Proposal for Pool Light Replacement**

Mr. Wright presented the proposal. Discussion was held on parts and labor costs and options.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with all in favor, the Carifel Proposal for Pool Light Repair with a Not to Exceed Amount of \$1,100, was approved.

**F. Consideration of Guardian Access Solutions Preventative Maintenance Agreement for Access Gates**

Mr. Wright presented the proposal from Guardian Access solutions and reviewed all the options and services to be provided. He noted the proposal is for \$2,920 for semi-annual service. The costs were further discussed and a suggestion for limit for \$2,500 month and a timeline. Total cost for the year is \$7,000.

On MOTION by Mr. Gagnon, seconded by Mr. Correa-Betancourt, with all in favor, the Guardian Access Solutions Proposal for Preventive Maintenance for Access Gates for 4/year, was approved.



**G. Proposal with Guardian for Relocating Knox Lock**

Mr. Wright presented the proposal from Guardian. It was noted it is working now. Discussion was held on relocating, savings by a new switch, issues with relocation, changing the settings to see if it works, what is the expected operation to open gates and move quickly through the gates, other options, relocations and changing settings.

On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Guardian Access Solutions Proposal for Relocating Knox Lock, was approved.

**H. Reimbursing Chair**

Mr. Wright presented the reimbursement for Christmas lighting to the Chair for \$118.33.

On MOTION by Mr. Cordova, seconded by Mr. Correa-Betancourt, with all in favor, Reimbursing the Chair, was approved.

**I. Ratification Christmas Lighting Material and Authorization to Purchase 5 Storage Bins**

Mr. Wright presented the total of the Christmas material for \$2922.48 and the authorization to purchase the 5 storage bins. Discussion was held on purchasing of lighting and the sharing of costs, colors of lighting, amount needed, storage bins needed, and the authorization for Mr. Wright to make the purchase.

On MOTION by Mr. Cordova, seconded by Mr. Perez, with all in favor, the Reimbursement for Christmas Lighting Material and Authorization Purchase of 5 Storage Bins, was ratified.

**TENTH ORDER OF BUSINESS**

**Supervisor’s Requests & Comments**

Audience member commented on being new to the area, questions about HOA and CDD responsibilities, Board election process, GMS roles, and meeting dates. Mr. Showe explained the Florida statutes that guided the rules and process for the CDD.

The website was shared to see agendas, and all CDD business. Mr. Showe share process for notices to HOA for meetings.

**ELEVENTH ORDER OF BUSINESS**

**Next Meeting Date – January 14, 2025 at 6:00 PM**

Mr. Showe stated the next meeting will be January 14, 2025, at 6:00 p.m. Mr. Showe asked the Board to share request for next agenda topics.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

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

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

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION B

**VillaSol**  
COMMUNITY DEVELOPMENT DISTRICT

**Check Register**  
Fiscal Year 2025  
11/01/24 - 11/30/24

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
11/01/24 - 11/30/24	6103 - 6115	\$8,570.61
<b>TOTAL</b>		<b>\$8,570.61</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/24	00011	10/28/24	20174641	202411	320-53800	46004		SPECTRUM CHARTER COMMUNICATIONS	*	244.96	244.96	006103
11/07/24	00082	11/01/24	276	202411	330-57200	46500		CARIFEL POOL SERVICES LLC	*	1,000.00	1,000.00	006104
11/07/24	00092	10/30/24	13518	202410	330-57200	46001		CLEAN STAR SERVICES OF CENTRAL FL.	*	1,044.00	1,044.00	006105
11/07/24	00030	10/31/24	26373	202410	310-51300	45000		EGIS INSURANCE ADVISORS	*	783.00	783.00	006106
11/07/24	00091	11/02/24	2987	202410	320-53800	49000		SMART LEAK LOCATOR	*	550.00	.00	006107
11/07/24	00010	11/01/24	PSI12085	202411	320-53800	46800		SOLITUDE LAKE MANAGEMENT	*	709.07	709.07	006108
11/08/24	00043	10/21/24	1021MTG	202410	310-51300	11000		SERVANDO JR COMAS	*	184.70	.00	006109
11/01/24	00050	11/03/24	40383592	202411	330-57200	34501		ADT SECURITY AUTO-PAY	*	53.99	53.99	006110
11/01/24	00049	10/05/24	1632660-	202409	320-53800	43000			*	89.94		
		10/05/24	1632660-	202409	320-53800	43000			*	12.42		
		10/05/24	1632660-	202409	320-53800	43000			*	1,988.78		
		10/05/24	1632660-	202409	320-53800	43000			*	14.54		
		10/05/24	1632660-	202409	320-53800	43000			*	154.48		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/05/24		1632660- SCV 09/04/24 - 10/05/24	202409	330	57200	43000			KISSIMMEE UTILITY AUTH (AUTOPAY)	*	674.05	2,934.21	006111
11/01/24	00089	11/01/24	IN112950	202411	320	53800	34501		RES. GATE ACCESS - NOV 24 THE CHAMBERLAIN GROUP LLC	*	555.10	555.10	006112
11/01/24	00013	10/07/24	45325440	202410	330	57200	46001		OCT 24 - PEST CONTROL TERMINIX (AUTO-PAY)	*	100.00	100.00	006113
11/01/24	00040	10/06/24	1632660- SVC 09/06/24 - 10/06/24	202409	330	57200	43100			*	244.74		
		10/06/24	1632660- SVC 09/06/24 - 10/06/24	202409	320	53800	43100			*	59.30		
		10/06/24	1632660- SVC 09/06/24 - 10/06/24	202409	320	53800	43100			*	33.81		
		10/06/24	1632660- SVC 09/06/24 - 10/06/24	202409	320	53800	43100			*	22.75		
									TOHO WATER AUTHORITY (AUTOPAY)			360.60	006114
11/01/24	00014	10/25/24	0240595- NOV 24 - TRASH REMOVAL	202411	330	57200	43200			*	785.68		
									WASTE MANAGEMENT (AUTOPAY)			785.68	006115
TOTAL FOR BANK A											8,570.61		
TOTAL FOR REGISTER											8,570.61		

# SECTION C

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

***Unaudited Financial Reporting***  
***November 30, 2024***





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5	<u>Debt Service Fund Series 2018</u>
6	<u>Capital Reserve Fund</u>
7-8	<u>Month to Month</u>
9	<u>Long Term Debt Report</u>
10	<u>Assessment Receipt Schedule</u>

**VillaSol**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2024**

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Fund</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 149,562	\$ -	\$ -	\$ 149,562
Accounts Receivables	1,600	-	-	1,600
Due From Other	10,893	-	-	10,893
Due From Debt Service	-	-	23,308	23,308
<u>Investments:</u>				
Money Market - Surplus	347,737	-	-	347,737
Money Market - Reserves	-	195,925	-	195,925
<u>Series 2018</u>				
Reserve A-1	-	-	87,273	87,273
Revenue A-1	-	-	126,842	126,842
Reserve A-2	-	-	17,938	17,938
Deposits	4,074	-	-	4,074
<b>Total Assets</b>	<b>\$ 513,866</b>	<b>\$ 195,925</b>	<b>\$ 255,360</b>	<b>\$ 965,152</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 33,357	\$ -	\$ -	\$ 33,357
Due to Debt Service	23,308	-	-	23,308
<b>Total Liabilities</b>	<b>\$ 56,665</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,665</b>
<b>Fund Balance:</b>				
Nonspendable:				
Deposits	\$ 4,074	\$ -	\$ -	\$ 4,074
Restricted for:				
Debt Service	-	-	255,360	255,360
Assigned for:				
Capital Reserves	-	195,925	-	195,925
Unassigned	453,128	-	-	453,128
<b>Total Fund Balances</b>	<b>\$ 457,202</b>	<b>\$ 195,925</b>	<b>\$ 255,360</b>	<b>\$ 908,487</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 513,866</b>	<b>\$ 195,925</b>	<b>\$ 255,360</b>	<b>\$ 965,152</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2024**

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 764,307	\$ 79,091	\$ 79,091	\$ -
Interest Income	15,000	2,500	2,636	136
Room Rentals	5,000	833	793	(40)
Access Cards	4,000	667	259	(408)
<b>Total Revenues</b>	<b>\$ 788,307</b>	<b>\$ 83,091</b>	<b>\$ 82,779</b>	<b>\$ (312)</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 9,000	\$ 2,000	\$ 800	\$ 1,200
PR-FICA	689	153	61	92
Engineering	35,000	5,833	1,600	4,233
Attorney	35,000	5,833	6,825	(991)
Annual Audit	11,000	-	-	-
Assessment Administration	5,000	5,000	5,000	-
Arbitrage Rebate	600	-	-	-
Dissemination Agent	1,000	167	167	0
Trustee Fees	6,800	2,941	2,941	-
Management Fees	51,450	8,575	8,575	-
Property Appraiser	400	-	-	-
Information Technology	1,800	300	300	-
Website Maintenance	1,200	200	200	-
Communication - Telephone	100	17	-	17
Postage & Delivery	800	133	18	116
Insurance General Liability	22,291	22,291	26,189	(3,898)
Printing & Binding	1,500	250	35	215
Legal Advertising	1,000	167	-	167
Other Current Charges	500	83	236	(153)
Office Supplies	1,000	167	3	164
Dues, Licenses & Subscriptions	175	175	175	-
Property Taxes	500	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 186,805</b>	<b>\$ 54,285</b>	<b>\$ 53,125</b>	<b>\$ 1,160</b>

# VillaSol

## Community Development District

### General Fund

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

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures</b>				
Field Management	\$ 21,000	\$ 3,500	\$ 3,500	\$ -
Gate Access	-	-	1,110	(1,110)
Electricity	28,500	4,750	4,535	215
Water & Sewer	3,100	517	226	291
Contract - Landscape	60,000	10,000	10,000	-
Landscape Contingency	15,000	2,500	164	2,336
Contract - Lake Maintenance	8,500	1,417	1,418	(1)
General Repairs & Maintenance	60,000	10,000	315	9,685
Gate Maintenance	20,000	3,333	290	3,043
R&M Roads & Alleyways	20,000	3,333	-	3,333
R&M Signage	1,000	167	-	167
R&M Pipe Inlet and Structure	100,000	-	-	-
Property Taxes	540	-	-	-
Bar Codes	2,000	-	-	-
Capital Outlay	5,000	-	-	-
<b>Subtotal Field Expenditures</b>	<b>\$ 344,640</b>	<b>\$ 39,517</b>	<b>\$ 21,559</b>	<b>\$ 17,958</b>
<b>Parks and Recreation Expenditures</b>				
Amenity Management	\$ 5,250	\$ 875	\$ 875	\$ -
Security Services	22,000	3,667	4,600	(933)
Contract - Pool Maintenance	12,000	2,000	1,850	150
Pool Chemical & Controller	10,500	1,750	4,066	(2,316)
Contract - Fountains	3,120	520	-	520
Electricity	12,450	2,075	1,064	1,011
Water & Sewer	2,300	383	1,068	(685)
Internet	4,000	667	290	377
Amenity - Refuse Service	8,000	1,333	1,571	(237)
Access Control	500	83	108	(25)
Contracted Maintenance	60,000	10,000	6,306	3,694
Propane Supplies	7,200	1,200	396	804
Holiday Lighting	7,500	1,250	-	1,250
Contingency	5,000	833	3,253	(2,420)
<b>Subtotal Parks and Recreation Expenditures</b>	<b>\$ 159,820</b>	<b>\$ 26,637</b>	<b>\$ 25,447</b>	<b>\$ 1,189</b>
<b>Total Expenditures</b>	<b>\$ 691,265</b>	<b>\$ 120,438</b>	<b>\$ 100,131</b>	<b>\$ 20,307</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 97,043</b>	<b>\$ (37,347)</b>	<b>\$ (17,351)</b>	<b>\$ 19,995</b>

**VillaSol**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2024**

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b><i>Other Financing Sources/(Uses):</i></b>				
<b><i>Transfer In/(Out)</i></b>				
Capital Reserve Funding	\$ (98,118)	\$ -	-	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (98,118)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (1,076)</b>	<b>\$ (37,347)</b>	<b>\$ (17,351)</b>	<b>\$ 19,995</b>
<b>Fund Balance - Beginning</b>	<b>\$ 1,076</b>		<b>\$ 474,553</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 457,202</b>	

**VillaSol**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2024**

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b><u>Revenues</u></b>				
Interest	\$ 25,000	\$ 4,167	\$ 1,438	\$ (2,728)
<b>Total Revenues</b>	<b>\$ 25,000</b>	<b>\$ 4,167</b>	<b>\$ 1,438</b>	<b>\$ (2,728)</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Bank Charges	500	500	60	440
<b>Total Expenditures</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 60</b>	<b>\$ 440</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 24,500</b>	<b>\$ 3,667</b>	<b>\$ 1,378</b>	<b>\$ (2,288)</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
<b><u>Transfer In/(Out)</u></b>				
Transfer In/(Out)	\$ 98,118	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 98,118</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 122,618</b>	<b>\$ 3,667</b>	<b>\$ 1,378</b>	<b>\$ (2,288)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 171,094</b>		<b>\$ 194,547</b>	
<b>Fund Balance - Ending</b>	<b>\$ 293,712</b>		<b>\$ 195,925</b>	

# VillaSol

## Community Development District Debt Service Fund Series

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru Thru 11/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 208,284	\$ 21,553	\$ 21,553	\$ -
Interest Income	7,000	1,167	1,763	596
<b>Total Revenues</b>	<b>\$ 215,284</b>	<b>\$ 22,720</b>	<b>\$ 23,316</b>	<b>\$ 596</b>
<b>Expenditures:</b>				
<b>Series 2018 A-1</b>				
Interest - 11/1	\$ 22,629	\$ 22,629	\$ 22,629	\$ -
Interest - 5/1	22,629	-	-	-
Principal - 5/1	125,000	-	-	-
<b>Series 2018 A-2</b>				
Interest - 11/1	6,456	6,456	6,456	-
Interest - 5/1	6,456	-	-	-
Principal - 5/1	20,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 203,171</b>	<b>\$ 29,086</b>	<b>\$ 29,086</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 12,112</b>	<b>\$ (6,366)</b>	<b>\$ (5,769)</b>	<b>\$ 596</b>
<b>Net Change in Fund Balance</b>	<b>\$ 12,112</b>	<b>\$ (6,366)</b>	<b>\$ (5,769)</b>	<b>\$ 596</b>
<b>Fund Balance - Beginning</b>	<b>\$ 152,180</b>		<b>\$ 261,130</b>	
<b>Fund Balance - Ending</b>	<b>\$ 164,292</b>		<b>\$ 255,360</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	\$ -	\$ 79,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,091
Interest Income	1,424	1,212	-	-	-	-	-	-	-	-	-	-	2,636
Room Rentals	543	250	-	-	-	-	-	-	-	-	-	-	793
Access Cards	219	40	-	-	-	-	-	-	-	-	-	-	259
<b>Total Revenues</b>	<b>\$ 2,186</b>	<b>\$ 80,593</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 82,779</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
PR-FICA	61	-	-	-	-	-	-	-	-	-	-	-	61
Engineering	1,100	500	-	-	-	-	-	-	-	-	-	-	1,600
Attorney	5,799	1,026	-	-	-	-	-	-	-	-	-	-	6,825
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	83	83	-	-	-	-	-	-	-	-	-	-	167
Trustee Fees	2,941	-	-	-	-	-	-	-	-	-	-	-	2,941
Management Fees	4,288	4,288	-	-	-	-	-	-	-	-	-	-	8,575
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	150	-	-	-	-	-	-	-	-	-	-	300
Website Maintenance	100	100	-	-	-	-	-	-	-	-	-	-	200
Communication - Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	15	3	-	-	-	-	-	-	-	-	-	-	18
Insurance General Liability	26,189	-	-	-	-	-	-	-	-	-	-	-	26,189
Printing & Binding	6	30	-	-	-	-	-	-	-	-	-	-	35
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	129	108	-	-	-	-	-	-	-	-	-	-	236
Office Supplies	0	3	-	-	-	-	-	-	-	-	-	-	3
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 46,835</b>	<b>\$ 6,290</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,125</b>



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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><i>Operations &amp; Maintenance</i></b>													
<b>Field Expenditures</b>													
Field Management	\$ 1,750	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,500
Gate Access	555	555	-	-	-	-	-	-	-	-	-	-	1,110
Electricity	2,262	2,273	-	-	-	-	-	-	-	-	-	-	4,535
Water & Sewer	121	104	-	-	-	-	-	-	-	-	-	-	226
Contract - Landscape	5,000	5,000	-	-	-	-	-	-	-	-	-	-	10,000
Landscape Contingency	164	-	-	-	-	-	-	-	-	-	-	-	164
Contract - Lake Maintenance	709	709	-	-	-	-	-	-	-	-	-	-	1,418
General Repairs & Maintenance	315	-	-	-	-	-	-	-	-	-	-	-	315
Gate Maintenance	245	45	-	-	-	-	-	-	-	-	-	-	290
R&M Roads & Alleyways	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Signage	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Pipe Inlet and Structure	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Bar Codes	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Field Expenditures</b>	<b>\$ 11,122</b>	<b>\$ 10,436</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,559</b>
<b>Parks and Recreation Expenditures</b>													
Amenity Management	\$ 438	\$ 438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	875
Security Services	2,392	2,208	-	-	-	-	-	-	-	-	-	-	4,600
Contract - Pool Maintenance	850	1,000	-	-	-	-	-	-	-	-	-	-	1,850
Pool Chemical & Controller	2,470	1,596	-	-	-	-	-	-	-	-	-	-	4,066
Contract - Fountains	-	-	-	-	-	-	-	-	-	-	-	-	-
Electricity	569	495	-	-	-	-	-	-	-	-	-	-	1,064
Water & Sewer	277	791	-	-	-	-	-	-	-	-	-	-	1,068
Internet	145	145	-	-	-	-	-	-	-	-	-	-	290
Amenity - Refuse Service	785	786	-	-	-	-	-	-	-	-	-	-	1,571
Access Control	54	54	-	-	-	-	-	-	-	-	-	-	108
Contracted Maintenance	2,879	3,427	-	-	-	-	-	-	-	-	-	-	6,306
Propane Supplies	-	396	-	-	-	-	-	-	-	-	-	-	396
Holiday Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	266	2,987	-	-	-	-	-	-	-	-	-	-	3,253
<b>Subtotal Parks and Recreation Expenditures</b>	<b>\$ 11,125</b>	<b>\$ 14,323</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,447</b>
<b>Total Expenditures</b>	<b>\$ 69,082</b>	<b>\$ 31,049</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,131</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (66,896)</b>	<b>\$ 49,545</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (17,351)</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (66,896)</b>	<b>\$ 49,545</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (17,351)</b>

# VillaSol

## Community Development District

### Long Term Debt Report

Series 2018 A-1, Special Assessment Revenue Refunding Bonds	
Interest Rate:	2.000%, 2.125%, 2.250%, 2.400%, 2,500%, 2.625%, 2.875%, 3.000%, 3.250%, 3.4000%
Maturity Date:	5/1/2034
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$87,273
Reserve Fund Balance	\$87,273
Bonds Outstanding - 2/1/2018	\$2,145,000
Less: Principal Payment - 5/1/19	(\$110,000)
Less: Principal Payment - 5/1/20	(\$110,000)
Less: Principal Payment - 5/1/21	(\$115,000)
Less: Principal Payment - 5/1/22	(\$115,000)
Special Call - 11/1/22	(\$5,000)
Less: Principal Payment - 5/1/23	(\$120,000)
Less: Principal Payment - 5/1/24	(\$120,000)
<b>Current Bonds Outstanding</b>	<b>\$1,450,000</b>

Series 2018 A-2, Special Assessment Revenue Refunding Bonds	
Interest Rate:	4.625%, 5.000%
Maturity Date:	5/1/2034
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$17,938
Reserve Fund Balance	\$17,938
Bonds Outstanding - 2/1/2018	\$370,000
Less: Principal Payment - 5/1/19	(\$15,000)
Less: Principal Payment - 5/1/20	(\$15,000)
Less: Principal Payment - 5/1/21	(\$15,000)
Less: Principal Payment - 5/1/22	(\$20,000)
Less: Principal Payment - 5/1/23	(\$20,000)
Less: Principal Payment - 5/1/24	(\$20,000)
<b>Current Bonds Outstanding</b>	<b>\$265,000</b>

**VillaSol**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - Osceola County**  
**Fiscal Year 2025**

**ON ROLL ASSESSMENTS**

	Gross Assessments	\$ 813,093.39	\$ 221,578.46	\$ 1,034,671.85
	Net Assessments	\$ 764,307.79	\$ 208,283.75	\$ 972,591.54

allocation in %	78.58%	21.42%	100.00%
-----------------	--------	--------	---------

Date	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	2018		Total
						O&M Portion	Debt Service	
11/18/24	\$ 15,692.39	\$ 795.10	\$ 297.95	\$ -	\$ 14,599.34	\$ 11,472.84	\$ 3,126.50	\$ 14,599.34
11/22/24	91,459.77	3,658.43	1,756.02	-	86,045.32	67,618.43	18,426.89	86,045.32
<b>TOTAL</b>	<b>\$ 107,152.16</b>	<b>\$ 4,453.53</b>	<b>\$ 2,053.97</b>	<b>\$ -</b>	<b>\$ 100,644.66</b>	<b>\$ 79,091.27</b>	<b>\$ 21,553.39</b>	<b>\$ 100,644.66</b>

<b>10.36%</b>	<b>Percent Collected</b>
<b>\$ 927,519.69</b>	<b>Balance Remaining to Collect</b>

# SECTION IX

# SECTION A

# Villa Sol CDD

## Contracted Maintenance Report



January 14th, 2025

Jarett Wright

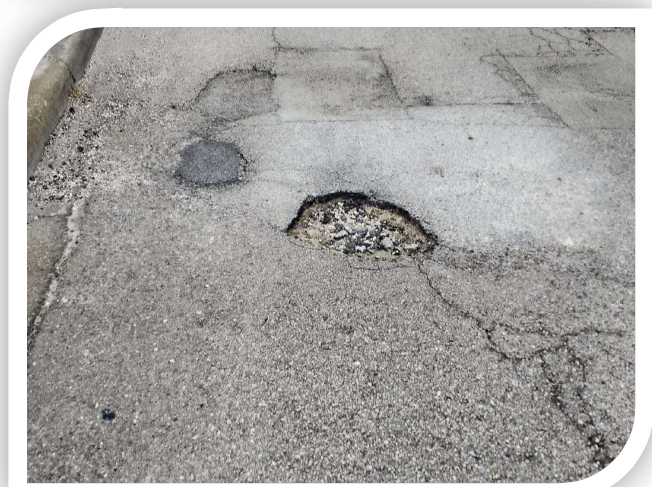
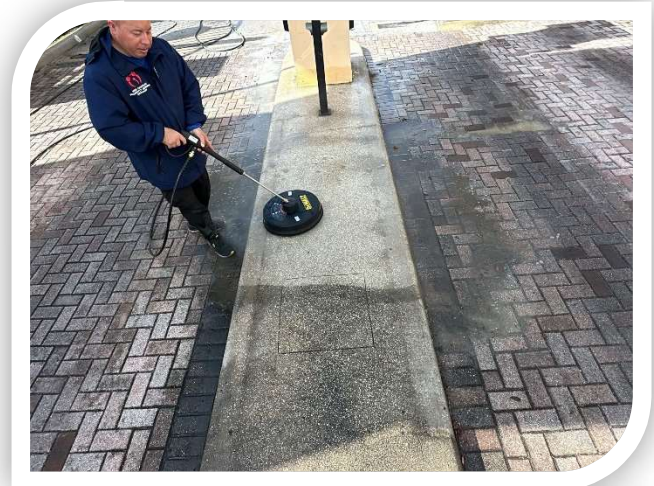
Field Manager

GMS

# Site Items

## PGC Maintenance

- ✚ PGS Centrum has begun 3 x Weekly maintenance servicing of the CDD areas.
- ✚ Vendor is providing photos of items completed each visit and coordinating with district staff to accommodate any needs.
- ✚ General repairs, cleaning, and pressure washing are taking place. Currently working with the vendor to get quotes for specific request to be presented in the future.



# Site Items





# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at [JWright@gmscfl.com](mailto:JWright@gmscfl.com). Thank you.

Respectfully,  
Jarett Wright

# SECTION B

# SECTION 1

*This item will be provided under  
separate cover*

# SECTION 2

**Exercise Systems, Inc.****Show Room**

6881 Kingspointe Parkway, Suite 10  
 Orlando, FL 32819  
 Phone:407-996-8890

# Sales Proposal



Quote Number: 0060520

Date 11/11/2024

Quote Expires on: 1/10/2025

Questions? Please call  
John Young

Customer:

VILLA SOL  
 c/o Accounts Payable  
 610 Sycamore St  
 Celebration FL 34747  
 OPTION 1 OMEGA 2 WITH LEG PRESS

Delivery Address:

Villa Sol  
 3050 Puerts Del Sol Blvd  
 Kissimmee, FL 34744  
 407-896-4442

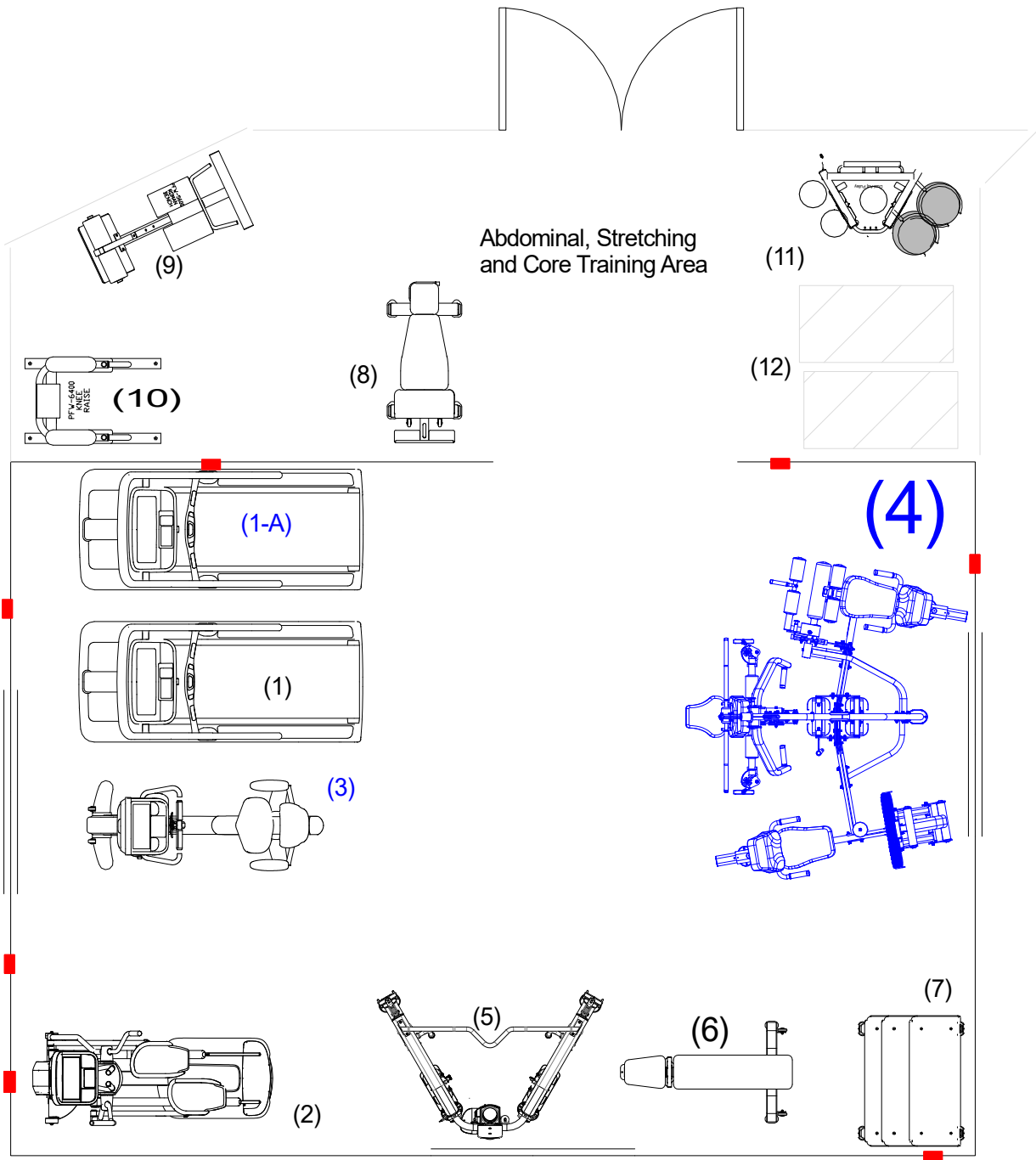
Model #	MFG	Description	Price	Qty	Ext
OM 2 w/LP	Batca Fitness	Multi- Station 2 Stack Chest Press, Lat Pulldown/High Swiveling Pulley, AbCrunch/ Mid Pulley, Chest Supported Mid Row, Cable Arms, Shoulder Press, Pec Fly, Bicep Curl, Inner/Outer Thigh, Glute Kick, Upright Row , Shoulder Press, Calf Raise & Seated Leg Press- List Price \$9,495	\$9,595.00	1	\$9,595.00
DIS	SERVICE	Discount- Preferred Pricing	(\$2,375.00	1	(\$2,375.00)
Frght D&I	SERVICE SERVICE	Freight- In bound -no tax Delivery & Installation- INCLUDES REPOSITIONING EXSITING EQUIPMENT AS NEEDED	\$675.00 \$450.00	1 1	\$675.00 \$450.00

Terms: **50% DOWN/ BALANCE COD**

Signed: \_\_\_\_\_

Sub-Total	\$8,345.00
Tax	
<b>Total</b>	<b>\$8,345.00</b>

Your complete source for all your commercial fitness equipment needs  
 Sales, Service and Facility Design



■ -Existing power

**VILLA SOL  
FITNESS CENTER  
OPTION 1 OMEGA 2 WITH  
LEG PRESS OPTION**

Scale: 1/4" = 1'

Prepared for Herman Perez

Date: 11/11/24

by: John Young

Equipment Legend

1. Treadmill
2. Elliptical
3. Recumbent Bike (existing)
4. OMEGA 2 MULTI GYM WITH LEG PRESS OPTION
5. Functional Trainer
6. Flat/Incline/ Decline Bench (existing)
7. FZ-10 Dumbbell Rack
8. FZ-7 Adjustable Abdominal Bench
9. FZ-8 45 Degree Back Extension
10. FZ-9 Vertical Knee Rais /Dip Stand
11. Axis Accessory Module
12. Stretching mat area

Blue indicates proposed equipment



**Exercise Systems, Inc.****Show Room**

6881 Kingspointe Parkway, Suite 10  
 Orlando, FL 32819  
 Phone:407-996-8890

# Sales Proposal



Quote Number: 0060522

Date 11/11/2024

Quote Expires on: 1/10/2025

Questions? Please call  
John Young

Customer:

VILLA SOL  
 c/o Accounts Payable  
 610 Sycamore St  
 Celebration FL 34747  
 OPTION 2 OMEGA 2 WITHOUT LEG PRESS

Delivery Address:

Villa Sol  
 3050 Puerts Del Sol Blvd  
 Kissimmee, FL 34744  
 407-896-4442

Model #	MFG	Description	Price	Qty	Ext
OM2	Batca Fitness	Multi- Station 2 Stack Chest Press, Lat Pulldown/High Swiveling Pulley, AbCrunch/ Mid Pulley, Chest Supported Mid Row, Cable Arms, Shoulder Press, Pec Fly, Bicep Curl, Inner/Outer Thigh, Glute Kick, Upright Row , Shoulder Press,	\$7,295.00	1	\$7,295.00
DIS	SERVICE	Discount- Preferred Pricing	(\$1,950.00	1	(\$1,950.00)
Frght	SERVICE	Freight- In bound -no tax	\$675.00	1	\$675.00
D&I	SERVICE	Delivery & Installation- INCLUDES REPOSITIONING EXISTING EQUIPMENT AS NEEDED	\$450.00	1	\$450.00

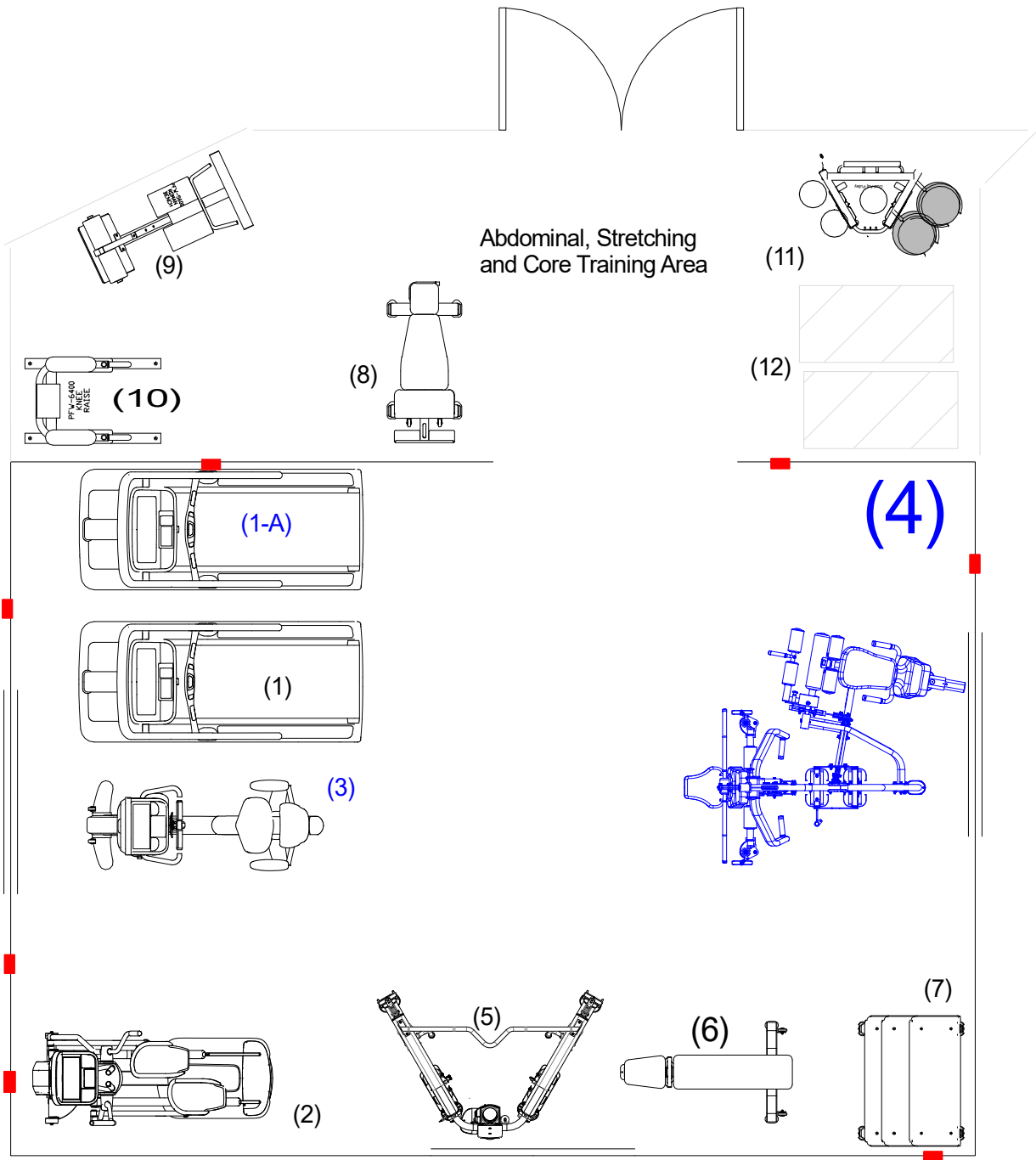
Terms: **50% DOWN /BALANCE COD**

Signed: \_\_\_\_\_

Your complete source for all your commercial fitness equipment needs  
 Sales, Service and Facility Design

Sub-Total	\$6,470.00
Tax	
<b>Total</b>	<b>\$6,470.00</b>





VILLA SOL  
FITNESS CENTER  
OPTION 2 OMEGA 2

Scale: 1/4" = 1'

Prepared for Herman Perez

Date: 11/11/24

by: John Young

■ -Existing power

**exercise**  
systems  
[www.exercisesystems.com](http://www.exercisesystems.com)

- Equipment Legend
1. Treadmill
  2. Elliptical
  3. Recumbent Bike (existing)
  4. OMEGA 2 MULTI GYM
  5. Functional Trainer
  6. Flat/Incline/ Decline Bench (existing)
  7. FZ-10 Dumbbell Rack
  8. FZ-7 Adjustable Abdominal Bench
  9. FZ-8 45 Degree Back Extension
  10. FZ-9 Vertical Knee Rais /Dip Stand
  11. Axis Accessory Module
  12. Stretching mat area

Blue indicates proposed equipment



# OMEGA 2

## COMMERCIAL MULTI-STATION



2 Weight Stacks/Accommodates Two Users with Two 200 lb. Weight Stacks

- Single Station Design
- Advanced Adjustability
- Super Smooth Free Cable System
- Commercial Warranty
- Exercise Stations: Chest Press, Pec Fly, Lat Pull-Down/Swiveling High Pulley, Ab Crunch/Mid Pulley, Leg Extension, Seated Leg Curl, Chest Supported Mid Row, and Low Pulley/Standing Bicep



# OMEGA 2

COMMERCIAL MULTI-STATION



## - Optional Leg Press/Calf Raise

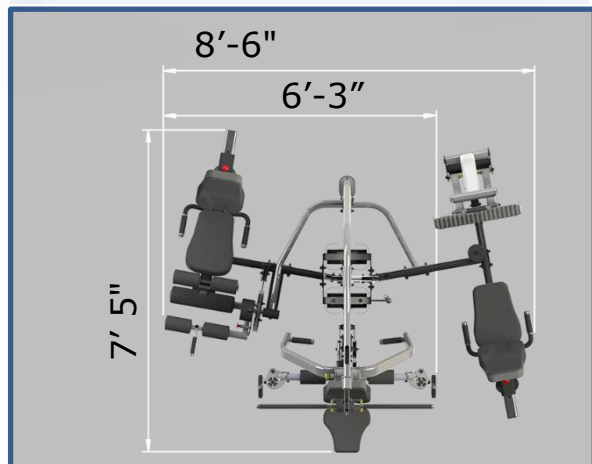
- Walk Through Frame Design With Easy Access Weight Stack
- Extra Large Footplate
- Four Bar Linkage
- Head and Lumbar Support
- 2:1 Weight Ratio

Height: 7'-0"

Weight:  
Base Unit: 1,075 lbs  
With Leg Press: 1,320 lbs



**BATCA**  
fitness systems · usa





## SPECIFICATIONS

**Frame:** 2" x 4" and 1 1/2" x 3" 11 gauge flat oval tube with 3/8" and 1/4" thick steel plate. mounting plates with rubber feet protect floor and prevent the machine from sliding.

**Finish:** treated frames are electrostatically powder coated ensuring maximum adhesion and durability.

**Pivot Points:** sealed bearings and oil impregnated bronze bushings operate on solid shafts to ensure a smooth movement and tight fit.

**Cams:** laser cut from 3/8" steel plate and offer starting point adjustment on applicable machines.

**Weight Stacks:** precision machined solid steel weight plates with individual bushings travel on solid, chromed, guide rods to ensure ultra smooth operation. heavy rubber suspension bumpers are used to absorb and reduce shock.

**Foot Platforms:** 3/16" thick powder coated steel diamond plate to avoid slipping.

**Pulleys:** glass reinforced nylon operating on precision steel ball bearings.

**Cables:** nylon coated, lubricated, mil. spec. cable. 2000 lb. tensile strength. pivoting cable ends with oil-impregnated bronze bushings promote long cable life.

**Upholstery:** contoured pads with lumbar support. Seat adjustments: adjustable seats are gas assisted and all telescoping pad adjustments use nylon sleeves.

**Shroud:** formed and powder coated steel weight stack guard is standard.

**Handgrips:** ergonomic and non-absorbing grip.

### Commercial Warranty - Unlimited Usage

- 10 Years: Frame and welds
- 3 Years: Pull pins, bushings, bearings and all moving parts
- 1 Year: Labor, cables, upholstery and grips

