

*VillaSol*  
*Community Development District*

*Agenda*

*February 6, 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 30, 2025

Board of Supervisors  
VillaSol  
Community Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the VillaSol Community Development District will be held **Thursday, February 6, 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:

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment Period (*Limited to 3 Minutes*)
4. Business Matters
  - A. Review of Request for Proposals for District Management Services and Authorization to Bid
5. Supervisor's Requests & Comments
6. Next Meeting Date - February 11, 2025 at 6:00 PM
7. Adjournment

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

Sincerely,



Jason M. Showe  
District Manager

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

Enclosures

# SECTION IV

# SECTION A

# **VILLASOL COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS**

**(Dated Feb. 6, 2025)**

**DRAFT**

**Proposals Must Be Submitted No Later Than**

**5:00 p.m. on March 4, 2025**

# VILLASOL COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

## INTRODUCTION

The VillaSol Community Development District (“VCDD”) seeks proposals from experienced firms interested in providing District Management services to the VCDD in compliance with Ch. 190, *Fla. Stat.*

Proposals shall be submitted electronically by email or by mail delivery to the VillaSol Community Development District, c/o Jason Showe, District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com) (with a copy to [ktrucco@lathamluna.com](mailto:ktrucco@lathamluna.com) and [jcarpenter@lathamluna.com](mailto:jcarpenter@lathamluna.com) if submitted electronically), prior to **5:00 p.m. on March 4<sup>th</sup>, 2025** (the “**Submittal Deadline**”). Approximately 5 minutes after the Submittal Deadline the proposals will be opened at the location specified in this paragraph. It is the responsibility of the party submitting the proposal (sometimes referred to herein as the “**Applicant**”) to obtain a delivery receipt for the proposal, regardless of the manner of delivery.

The VCDD Board of Supervisors (the “**Board**”) plans to select a new District Management company by March 12, 2025 (at the latest) for a contract start date of March 24, 2025 (at the latest).

Proposals shall include a signed copy of the Applicant’s Proposal, along with a signed copy of the Affidavit, attached hereto as **Exhibit “A”**, and the information filled in to the cost table, attached hereto as **Exhibit “B”**.

VCDD reserves the right to reject any or all proposals, waive any technicalities and to otherwise conduct this Request for Proposals in the manner it deems to be in the best interests of the VCDD.

### 1. PURPOSE

VCDD is seeking proposals from qualified firms interested in providing District Management services to the VCDD in accordance with the requirements specified in Ch. 190, *Fla. Stat.* VillaSol is a planned unit development approved for 798 residential units and approximately fifteen (15) acres for commercial use, located in the north central portion of Osceola County at the intersection of Simpson Road (State Road 530) and the Osceola Parkway, just south of the Orange/Osceola County line. The Osceola Parkway is a major east/west four-lane arterial roadway that connects Simpson Road to Interstate 4 and serves to move traffic from the Florida Turnpike to World Drive located at Walt Disney World. There is an HOA in the community. The assets which fall under the management of the VCDD, include but may not be limited to:

1. Roadways and a gatehouse
2. Various sidewalks throughout the community
3. Perimeter fencing
4. Storm sewer system
5. Lakes, ponds and preserves throughout the community
6. Certain common areas and conservation areas
7. A clubhouse, pool and other recreational facilities

A detailed maintenance map of the community is available upon request. More information about the scope of services for the role is attached hereto in **Exhibit “A.”**

## **2. SELECTION CRITERIA**

The following criteria will be used in selecting the proposal that meets the best interest of the VCDD:

1. The Applicant’s experience and expertise in providing District Manager services to community development districts in Florida. Please provide a list of all community development districts your firm currently services as District Manager for and three (3) references from current clients.
2. The Applicant’s proposed staffing, management structure, devoted resources, in-house capabilities, and ability to provide all required District Manager services in a competent and timely manner (list any state-issued licenses personnel offers).
3. Approach to District Management, cost-control techniques, pricing and fee schedule.
4. Ownership status and employment practices.
5. Start date availability.

## **3. PREPARATION OF PROPOSAL**

An authorized representative of the Applicant entity shall sign the proposal and all of the required forms attached to this RFP.

If the Applicant is a partnership, the proposal shall provide the names and addresses of all partners, and the proposal shall be signed by at least one partner with authorization to act on behalf of the partnership.

If the Applicant is a corporation, the proposal shall provide the name of the state in which the corporation’s articles are held. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation, and their address must be given. Such officer or agent must present legal evidence that they have lawful authority to sign said bid, that the signature is binding upon the corporation, and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is selected as the winning Applicant, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

VCDD shall not be responsible for any expenses incurred by the Applicant in preparing or submitting a proposal in response to this RFP, nor any expenses associated with interviews, presentations or contract negotiations related to the proposal.

## **4. CLARIFICATION AND INTERPRETATION**

Any comments, questions, or requests for clarification, interpretation or additional information concerning the RFP shall be submitted in writing, or by e-mail to the VCDD District Manager (**Jason Showe of Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com), 407-841-5524 x 105**) (the



“District Manager”). Applicants are not entitled to rely upon, and VCDD will not be bound by, any oral interpretations given by VCDD or its staff or representatives.

## **5. CORRECTION OR WITHDRAWAL OF PROPOSALS**

Correction or withdrawal of inadvertently erroneous proposals before or after opening, or cancellation of awards or contracts based on mistakes, may be permitted in the sole discretion of the VCDD. Applicants shall contact the District Manager if they desire to withdraw their proposal or modify their Proposal after submittal.

## **6. PUBLIC PRESENTATIONS**

VCDD may conduct discussions with and may require public presentations by Applicants, regarding their qualifications and ability to furnish the required services. VCDD shall not be responsible for any expenses incurred for public presentations related to proposals submitted by Applicants.

## **7. PUBLIC RECORDS**

The Applicant understands that upon receipt of the proposal by the VCDD, the proposal documents become a “public record,” as defined in Chapter 119, *Florida Statutes*, and those documents are subject to public disclosure in accordance with Florida law.

## **8. ANTI-COLLUSION**

By offering a proposal in response to this RFP, the Applicant is certifying that it has not colluded in anyway with any other firm or parties regarding the proposal, or made any communication that would be reasonably understood to be detrimental to the public, and will not do so during the RFP process. Such prohibited communications include but are not limited to discussion of prices and data with competitors or other applicants, attempting to induce other firms not to submit proposals, and the employment of a person or agency to solicit or secure this contract upon a commission, percentage, brokerage, or contingent fee arrangement.

## **9. PUBLIC ENTITY CRIMES STATEMENT**

As required by Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted contractor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted contractor list. Any person must notify the VCDD within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person. It is required that the attached Public Entity Form be signed and returned to this office with the proposal.

## **10. CANCELLATION & CONTRACT REQUIREMENTS**

The Applicant that is awarded the contract with the VCDD for the District Management services specified herein shall sign the contract (in substantially final form) attached hereto as **Exhibit “C.”** This contract provides VCDD the right to unilaterally cancel, terminate or suspend the contract by providing sixty (60) days written notice.

## **11. DISCRETION OF THE VCDD**

VCDD reserves the right to accept any or all proposals, to reject any or all proposals, to waive any technical errors or omissions, and to request resubmission or clarification from any or all applicants. VCDD reserves the right to select any proposal it desires and shall have sole discretion to determine which proposal is in the best interests of VCDD.

## **12. PROHIBITED INTERESTS**

(a) No VCDD officer, employee, or agent shall participate, directly or indirectly, in the selection of a contractor, or in the award or administration of a contract if such officer, employee, or agent, or a spouse, child, parent, brother or sister of such officer, employee or agent, or a person that employs any of the above has an interest, financial, or otherwise, in a person or entity submitting a bid or proposal, except where such interest is not substantial and such interest is disclosed to and approved by the Board prior to such participation.

(b) No VCDD officer, employee, or agent shall solicit or accept a gratuity, favor or anything of monetary value from contractors, bidders, offerors or any person with an interest in a contract. Applicants are further prohibited from offering things of value to such individuals in an effort to acquire the contract.

(c) No VCDD officer, employee or agent that participates, directly or indirectly, in the procurement process shall be employed by any person or Applicant submitting a proposal for the contract.

## **14. COMPLIANCE WITH THE LAW**

The act of submitting a response to this bid shall constitute an agreement by the Applicant that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Applicant shall indemnify and hold harmless the VCDD and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by themselves, their employees, subcontractors, or agents.

## **15. ASSIGNMENT OF CONTRACT**

The selected Applicant shall not be permitted to assign the contract without the written consent of the VCDD.

## 16. DISPUTE AND COMPLAINT

All complaints or grievances during the RFP process should be first submitted in writing to the District Manager who will consult with District Counsel.

## 17. INSURANCE REQUIREMENTS

The selected Applicant shall be required to supply, at their cost, the following minimum insurance coverage:

A. *Workers Compensation*: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

B. *Professional Liability Insurance*: with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

C. *Comprehensive Commercial General Liability Insurance*: Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

D. *Automobile Insurance*: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

E. The "VillaSol Community Development District" is to be named additional insureds on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the VCDD before commencement of any work activities.

F. Any and all deductibles to the above referenced policies are to be the responsibility of the successful Applicant.

G. *Hold Harmless*: VCDD shall be held harmless and indemnified against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of VCDD's sole negligence. VCDD shall also be held harmless and indemnified against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of VCDD's sole negligence.

**AFFIDAVIT OF APPLICANT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_ (company),  
submitting to furnish the following described materials, equipment, and/or services to the VillaSol  
Community Development District (“VCDD”).

**HEREBY CERTIFIES THAT:**

1. Applicant has thoroughly inspected the specifications or request for proposal and understands the terms and conditions thereof and they are incorporated by reference in the bid or proposal for said goods or services, and have verified measurements, if applicable.
2. The proposal is contractual and binding and shall be valid for not less than ninety (90) days from the date of bid opening. A longer time may be set out in the bid, the proposal, or as negotiated between the Applicant and VCDD.
3. The proposal is made by a person authorized to bind the Applicant.
4. The proposal is made without unlawful collusion and/or lobbying.
5. Per Ch. 287, Fla. Stat., the Applicant entity is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in the Applicant entity; and the Applicant entity is not organized under the laws of or has its principal place of business in a foreign country of concern.

SUBSCRIBED AND SWORN TO before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. Said person is (check one)  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]

\_\_\_\_\_

\_\_\_\_\_  
Signature of person taking acknowledgment  
Name (typed, printed or stamped):

Title or Rank: \_\_\_\_\_  
Serial number (if any): \_\_\_\_\_

## EXHIBIT "A"

### VILLASOL COMMUNITY DEVELOPMENT DISTRICT MANAGEMENT SERVICES STATEMENT OF WORK

#### GENERAL INFORMATION

VillaSol is a planned unit development approved for 798 residential units and approximately fifteen (15) acres for commercial use, located in the north central portion of Osceola County at the intersection of Simpson Road (State Road 530) and the Osceola Parkway, just south of the Orange/Osceola County line. The Osceola Parkway is a major east/west four-lane arterial roadway that connects Simpson Road to Interstate 4 and serves to move traffic from the Florida Turnpike to World Drive located at Walt Disney World. VillaSol also includes extensive amenities including a 3,800 sq. ft. clubhouse, swimming pool, playgrounds, a basketball court, tennis courts and several acres of wooded trails that wind throughout the community. Property in VillaSol is owned by numerous individuals and entities.

The VillaSol Community Development District (referred to herein as the "VCDD" or "District") is responsible to manage its lakes and wetlands under a permit from the South Florida Water Management District.

The VCDD desires to employ the services of a qualified contractor to provide management, financial and accounting advisory services, including those required under Ch. 190, *Fla. Stat.*

#### STATEMENT OF WORK

This statement of work (SOW) defines the District Management services that shall be provided.

#### I. GENERAL CONSULTATION, MEETINGS AND DISTRICT REPRESENTATION

The District Manager shall:

- a. Assign a District Manager (Manager) subject to the Board's approval. As the Manager, consult with the Board and its designated representative, and when necessary, participate in such meetings, discussions, project site visits, workshops and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services set forth herein with regards to the projects and general interest of the VCDD (in accordance with Ch. 190, *Fla. Stat.*).
- b. Provide consultation and representation work with pertinent public agencies and private individuals in connection with the interests of the VCDD. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control; coordination and administration of various professional service elements.
- c. Attend regular and special meetings of the Board.

- d. Manage the activities of the VCDD's financial consultants (i.e., accounts, financial advisors, Trustee as necessary so that required reports are made timely to bondholders, State Comptroller and Auditor General of the State of Florida.)
- e. Coordinate activities between the VCDD's Engineer for infrastructure and operations and maintenance to ensure that all VCDD operations are conducted in accordance with the required permits and regulations.
- f. Coordinate with the VCDD's legal counsel to ensure that all operations are conducted in accordance with Chapter 190, *Florida Statutes* and all other related Florida Statutes.
- g. Prepare, coordinate, and submit to the Board a proposed Annual Budget and administer the Adopted Budget of the VCDD.
- h. Review draft audited financial statements from independent auditors, management letter suggestions and internal control opinions issued by the auditor.
- i. Coordinate activities between the VCDD, County, Property Appraiser and Tax Collector's office pursuant to Chapters 197, 190, and 170, *Florida Statutes*.
- j. Coordinate filing of any special assessment tax roll with County and City governments.
- k. Support contract negotiations as needed.
- l. Assign and oversee a Field Manager. Consult with and advise the Board on matters related to the operation and maintenance of property and infrastructure owned by the VCDD.
- m. Coordinate the activities and advise any advisory boards of the VCDD.
- n. Implement the policies established by the VCDD, in connection with the operation of the VCDD.
- o. Immediately notify the Board and other interest parties of any major issue that could have a negative impact the VCDD.
- p. Provide all other services necessary to effectively manage the operation of the VCDD.

## II. ADMINISTRATIVE SERVICES

The Manager shall:

- a. Notice all public meetings and other required legal advertising (i.e., public bidding, rates and rule amendments) in accordance with Chs. 189 and 190, *Fla. Stat.*

- b. Prepare Board meeting agenda packages and submit same to the Board in accordance with meeting schedule.
- c. Record and transcribe summarized meeting minutes, review for correctness, and provide same to the Board.
- d. Maintain an action item list, oversee open items until completion, and recommend closure of each action by the Board.
- e. Serve as the VCDD's agent in disseminating information that is requested pursuant to the public records of the State of Florida.
- f. Prepare correspondence and other reports as required.
- g. Maintain VCDD files in accordance with public record laws.
- h. Provide and maintain a VCDD's website for communications with residents in the community.
- i. Transmit approved minutes to local governing authorities.

### **III. GENERAL SERVICES**

The Manager shall provide the following annual services:

- a. Establish an annual calendar of activities relating to:
  1. Accounting/financial reporting
  2. Milestone dates for annual audits (preliminary, start, field work, draft report, and final report.)
  3. Arbitrage calculation dates.
  4. Bond compliance pursuant to the trust indenture.
  5. Budget process dates.
  6. Special assessment certification dates.
- b. Implement internal controls and procedures providing adequate segregation of duties and proper separation between various funds and account groups in order to safeguard VCDD assets including bank accounts, and check stock. Notify the Board immediately in the event of fraudulent or criminal activity.
- c. Maintain books and records and related back-up documentation for all fund types and account groups consistent with Government Generally Accepted Accounting Principles; including:
  1. General fund (O&M)
  2. Capital project funds
  3. Debt service fund (including revenue and reserve funds)
  4. Fixed asset account group
  5. Long-term debt group

- d. Establish bond compliance tracking procedures and completion of all requirements.
- e. Coordinate year-end financial audits, including meeting with and providing all requested information needed by the auditor to timely perform said audit and to review audit invoices to ensure that audit work remains within authorized limits.
- f. File audited financial statements and annual financial report to local governments and State agencies in accordance with Florida Statutes and VCDD's bond covenants.
- g. Coordinate annual arbitrage calculations with arbitrage consultants and ensure that deposits into the related accounts are made by the Trustee as identified by the arbitrage rebate calculation.
- h. File, as required, certificates requesting exemption from County and City taxes.
- i. File Federal and State taxes, when required.
- j. Ensure District maintains adequate insurance. (i.e., general liability, public officials' liability/error and omissions and property).
- k. File required reports for local government (i.e., public depositors report, public facilities report.)

The Manager shall provide the following Monthly services:

- a. Issue monthly financial statements to the Board and all other interested parties.
- b. Issue monthly action item list tracking open issues and recommending closure for Board's approval.
- c. Reconcile monthly investment statements:
  - 1. Review investment types to determine whether they comply with indenture requirements and meet District cash flow needs.
  - 2. Direct Trustee on investment portfolios.
  - 3. Review investment performance
- d. Review and process all general operating expenditures incurred by the VCDD to ensure payment are in accordance with approved contracts, which include obtaining Board approval and disbursement from the appropriate funds.
- e. Provide any additional financial reporting requested by the Board.
- f. Maintain database for assessment roll.

#### **IV. FIELD MANAGEMENT SERVICES**

The Manager's Field Manager shall:

- a. Coordinate activities with the Manager for planning, developing, controlling and evaluating field maintenance contracts and programs and report to the Board at the monthly Board meetings.



- b. Develop and oversee the annual maintenance program as identified in the adopted budget of the Board, develop policies, purchase requests and conduct competitive bidding, when necessary.
- c. Review and sign purchase orders and service contracts to facilitate field operations. Approve invoices for payment.
- d. Direct VCDD contractors who provide installation, repair and maintenance of District properties including:
  - 1. Roadways and Gatehouse
  - 2. Landscaping
  - 3. Irrigation systems
  - 4. Common fences and walls
  - 5. Stormwater Facilities, Ponds and lakes
  - 6. Clubhouse and other recreational amenities
- e. Develop and implement a capital improvement plan based on the approved VCDD Reserve Study and the Board's approval of the plan.
- f. Answer questions and requests from VillaSol residents concerning field operations.
- g. Coordinate with County officials regarding related field maintenance issues.
- h. Coordinate with insurance carriers, District and non-District, for damages to District property and oversee restoration of these properties.
- i. Prepare, as required, portions of the District operations budget and monitor budget line item activity for field maintenance.
- j. Receive general administration supervision and guidance from District Manager.
- k. Correspond as required with the Board and with the public as District representative. Provide the Board with a monthly status report.
- l. Administrate daily activities and conduct monthly on-site inspections.
- m. Help develop and enforce District policies and procedures including preventing, resident and non-resident, intrusion and/or damage to District property; ensure restoration is completed if necessary.

## **V. FUND SPECIFIC SERVICES**

The Manager shall provide the following General Fund services:

- a. Bill and collect fees as needed (e.g., permits, inspections, document preparations).

- b. Receive and transmit assessment receipts to appropriate funds in accordance with adopted budgets and annual assessments.

The Manager shall provide the following Debt Service Fund services.

- a. Coordinate with Trustee to ensure District maintains reserve fund requirements in accordance with trust indenture.
- b. Review trust statements to ensure funds are transferred and deposited in appropriate accounts (i.e., interest earnings are transferred to appropriate accounts, prepaid assessments and annual assessments are deposited in appropriate accounts.)
- c. Coordinate with Trustee that mandatory principal and interest payments and special principal payments are made.

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## Exhibit B: Costs & Miscellaneous Fees

### Management, Administrative, and Accounting Services

- Annual Fee paid in equal monthly payments (plus reimbursables) \$ \_\_\_\_\_
- Contemplates 9 Meetings per year, additional meetings or meetings exceeding 4-hour duration to be paid at separate fee listed below
- Additional Board Meetings (each beyond 9) \$ \_\_\_\_\_
- Extended Board Meetings (beyond 4 hours) \$ \_\_\_\_\_
- Reimbursables for Office Supplies

### Annual Assessment Administration

(Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) \$ \_\_\_\_\_

### Information Technology Fees & Annual Website Maintenance

- Annual Fee paid in equal monthly payments \$ \_\_\_\_\_

### Dissemination Agent Services

- Annual Fee for 1<sup>st</sup> Bond Issuance \$ \_\_\_\_\_
- (\$\_\_\_\_\_ for each additional series of Bonds)

### Field Management & Amenity Center Staffing

- Weekly Site Visits from Field Manager - \$\_\_\_\_\_ \$ \_\_\_\_\_
- Staffing for Amenity Center projected at 24 hours per week, 3 days per week - estimated at \$\_\_\_\_\_ (\$\_\_\_\_\_/hour) - subject to adjustment by CDD Board on hours.

### Other Services\*

- Bond Issuance Cost (per bond issue) \$ \_\_\_\_\_
- Assessment Methodology Preparation \$ \_\_\_\_\_
- SERC Preparation & Assistance w/ Petition \$ \_\_\_\_\_
- Estoppel Letters (per lot/unit) \$ \_\_\_\_\_

**Please quote the following miscellaneous supplies that are to be billed monthly as an invoice:**

**Note: Expand this list to include all supplies required to support your Manager Services.**

	<b>Item</b>	<b>Cost (\$)</b>
1	Agenda package	
2	Tapes/CDs/USBs	
3	Binders	
4	# 10 envelope	
5	9 x 12 envelope	
6	10 x 13 envelope	
7	Storage box	
8	Copy	
9	USPS	
10	Fed Ex	
11	Conference calls	
12	Offsite storage (archival)	

**Exhibit C: Form of Contract with VCDD**

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT AND**

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Date of Agreement: \_\_\_\_\_

Between: \_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as "Manager");

And: VillaSol Community Development District  
A unit of special purpose local government located in Osceola County,  
Florida

(Hereinafter referred to as "District").

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING  
SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

**Records**

- The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws.

### *District Operations*

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1<sup>st</sup> of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will provide all services specified in the District's RFP, dated February 6, 2025.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - Transmit Public Facilities Report and related updates to appropriate agencies.
  - Prepare and file annual public depositor report.

### *Accounting and Reporting*

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial

position of the District. The District's accounting activities will be overseen by a degreed accountant.

- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

#### Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

#### Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

#### Field Management and Amenity Center Staffing

- The Manager will provide maintenance contract administration for the recreational center, landscaping, water management contracts, and all other onsite contracts.
- The Manager will administer and distribute access cards.
- The Manager will respond to residents and Board of Supervisors inquiries regarding maintenance operations.
- The Manager will coordinate and implement maintenance projects.
- The Manager will perform monthly daytime and nighttime site visits to ensure facilities are properly maintained.

- The Manager will provide amenity attendant services during hours of operation including, but not limited to, the following major activities:
  - Open Facility in accordance with staffed amenity hours as established by Board of Supervisors;
  - Clean, organize and straighten facility;
  - Coordinate guests check in and access;
  - Coordinate room rentals;
  - Monitor all recreational facilities;
  - Monitor and enforce recreational rules; and
  - Close and secure facility.
- The Manager will provide other services as required by the Board of Supervisors to ensure satisfactory operation of the District facilities.
- The Manager will provide the services specified in the District' RFP, dated Feb. 6, 2025.

*Capital Program Administration*

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- The Manager will provide dissemination agent services related to required reporting, as referenced in Exhibit A.

FINANCIAL SERVICES

*Assessments & Revenue Collection*

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.



- The Manager will maintain the District’s Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

#### *Dissemination Agent Services*

- Collect financial and other factual and relevant information noted in the duties specifically set in the CDA (“Continuing Disclosure Agreement”), and to distribute such information supplied by the District, including the audited financial statements for the District (collectively, the “Annual Report”), to the Municipal Securities Rulemaking Board (“MSRB”) through Electronic Municipal Market Access system (“EMMA”) and to any state repository established in Florida (the “State Repository”), as required by the CDA.
- Work with the District and Trustee and report any “Significant Events”, disclosed to Manager by the District, all in accordance with CDA.
- Determine, each year prior to the date for providing the Annual Report, the name and address of each National Repository and each State Repository, if any, and to file a report with the District and the Trustee certifying that the Annual Report has been provided to the National Repositories and State Repository, stating the Annual Report was provided and listing all the repositories to which it was provided (when applicable).
- Comply with the terms of the CDA as Dissemination Agent for the duration of this Agreement.

#### FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

#### DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

## TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.
6. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Contract or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

7. Nothing herein shall be construed as a waiver of the District's sovereign immunity or any waiver of the limitations of liability as provided in Section 768.28 Florida Statutes, or other applicable law. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
8. Any amendment or change to this Contract shall be in writing and executed by all parties.
9. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.
10. The Manager shall maintain throughout the term of this Agreement the following insurance:
  - Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - Commercial General Liability Insurance covering the Manager's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Manager of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- *Professional Liability Insurance:* with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

The District, its staff, consultants, and supervisors shall be named as additional insured. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Manager fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. Manager shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the Manager to comply with Section 119.0701, Florida Statutes, may subject the Manager to penalties pursuant to Section 119.10, Florida Statutes. In the event Manager fails to comply with this section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MANAGER MAY CONTACT THE MANAGER CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

[COMPANY NAME]  
 [ADDRESS]  
 TELEPHONE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

VillaSol Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Chairperson

With a copy to:

Kristen Trucco, Esquire  
Latham, Luna, Eden and Beaudine, LLP  
201 S. Orange Ave, Suite 1400  
Orlando, FL 32801

If notice is sent to Manager, it shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

**Approved by:**

Board of Supervisors VillaSol  
Community Development District

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

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

[COMPANY NAME]

\_\_\_\_\_  
Witness

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

**EXHIBIT A  
DISTRICT MANAGEMENT FEE SCHEDULE  
2025**

Management, Administrative, and Accounting Services

- Annual Fee paid in equal monthly payments (plus reimbursables) \$ \_\_\_\_\_
- Contemplates 9 Meetings per year, additional meetings or meetings exceeding 4-hour duration to be paid at separate fee listed below
- Additional Board Meetings (each beyond 9) \$ \_\_\_\_\_
- Extended Board Meetings (beyond 4 hours) \$ \_\_\_\_\_
- Reimbursables for Office Supplies

Annual Assessment Administration

\$ \_\_\_\_\_

(Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)

Information Technology Fees & Annual Website Maintenance

- Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable) \$ \_\_\_\_\_

Dissemination Agent Services

- Annual Fee for 1<sup>st</sup> Bond Issuance \$ \_\_\_\_\_
- (\$1,000 for each additional series of Bonds)

Field Management & Amenity Center Staffing

- Weekly Site Visits from Field Manager - \$ \_\_\_\_\_ \$ \_\_\_\_\_
- Staffing for Amenity Center projected at 24 hours per week, 3 days per week - estimated at \$ \_\_\_\_\_ (\$\_\_\_\_/hour) - subject to adjustment by CDD Board on hours.

**Other Services\***

- Bond Issuance Cost (per bond issue) \$ \_\_\_\_\_
- Assessment Methodology Preparation \$ \_\_\_\_\_
- SERC Preparation & Assistance w/ Petition \$ \_\_\_\_\_
- Estoppel Letters (per lot/unit) \$ \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

STATE OF FLORIDA

County of \_\_\_\_\_

In accordance with Section 787.06(13), *Florida Statutes*, the undersigned, on behalf of \_\_\_\_\_, a \_\_\_\_\_ (the "Contractor"), hereby attests under penalty of perjury that, the Contractor, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of the Contractor.

Date: January \_\_, 2025

**Contractor:** \_\_\_\_\_

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

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

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

SUBSCRIBED AND SWORN TO before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. Said person is (*check one*)  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]

\_\_\_\_\_

\_\_\_\_\_  
Signature of person taking acknowledgment

Name (typed, printed or stamped):

Title or Rank: \_\_\_\_\_

Serial number (if any): \_\_\_\_\_