VillaSol
Community Development District

Agenda

February 11, 2025

AGENDA

VillaSol
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

REVISED AGENDA

February 4, 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, February 11, 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. District Engineer
5. Business Matters
    A. Review of Proposals for Unarmed Security Services
        i. Excelsior Defense
        ii. Weiser Security
    B. Consideration of Resolution 2025-04 Adopting Policy Regarding Access to Security Camera Data
    C. Discussion of Dumpster Service Contracts for Comparison
    D. Ratification of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2024
    E. Temporary License Agreement with ROA for Parking Lift
    F. **Review and Consideration of Proposals for District Management - Added**
6. District Counsel
7. District Manager's Report
    A. Approval of Minutes of the January 14, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the January 14, 2025
    B. Approval of Check Register
    C. Balance Sheet and Income Statement
8. Field Operations
    A. Field Manager's Report
    B. Consideration of Proposal from Spies Pool to Replace Pool Filter Grids
    C. Consideration of Proposal from Carifel Pool Services for Pool Repairs
    D. Vendor Reports
        i. On-Site Maintenance Report
9. Supervisor's Requests & Comments
10. Next Meeting Date – March 11, 2025 at 6:00 PM
11. Adjournment

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

Sincerely,

Jason M. Showe
District Manager

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

Enclosures

SECTION V

SECTION A

SECTION 1

Corporate Office
2660 5th Avenue North
Saint Petersburg, FL. 33713
Phone (727) 527-9600
Fax (727) 520-1199
www.excelsiordefense.com
Florida License# B9400086

January 10th, 2025

Jarett Wright
Field Manager, GMS- Central Florida
219 E. Livingston Street
Orlando, Florida, 32801

Subject: Excelsior Defense, Inc Service Quote for VillaSol CDD

Dear Mr. Wright

I am pleased to present Excelsior Defense's service quote tailored to meet the unique needs of the VillaSol Community Development District. With over 25 years of experience as a leading provider of security solutions, Excelsior Defense is committed to delivering unparalleled services that enhance the safety and well-being of communities like VillaSol. We are a Service-Disabled Veteran owned business, with a guard force of over 400, our corporate office is in St. Petersburg, along with our branch offices located in Orlando and Gainesville Florida.

As a distinguished CDD, VillaSol exemplifies a forward-thinking approach to community planning and infrastructure management. We understand the importance of preserving the high standards set by your development while ensuring the security and tranquility of your residents and facilities. Our proposed services are designed to align with these objectives, offering a seamless integration of proactive security measures and professional oversight.

In this proposal, you will find detailed information about our service offerings, including:

- A dedicated team of licensed and trained security professionals.
- Comprehensive security strategies tailored to VillaSol's specific requirements.
- Ongoing support and collaboration to adapt to the evolving needs of the community.

At Excelsior Defense, we pride ourselves on fostering long-term partnerships built on trust, transparency, and reliability. Our mission aligns with the values of the VillaSol CDD, as we strive to support your goals of maintaining a safe, thriving community for your residents.

Thank you for considering Excelsior Defense as your security service provider. We look forward to the opportunity to serve VillaSol and contribute to the continued success of your community.

Sincerely,

Amanda Tassillo
Commercial Contracting Manager
Excelsior Defense, Inc
2660 5th Avenue North
St. Petersburg, Florida 33713
727.900.2355
atassillo@excelsiordefense.com

EXCELSIOR DEFENSE, INC
2660 5TH AVENUE N
ST. PETERSBURG, FL 33713
B9400086, BB2300022

Pricing For Unarmed Guard Security Services

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	ANNUAL AMOUNT
2001	**Unarmed Guard Security Services** (28 hours per week, unarmed guard services, CDD)	1456	HRS	**$25.08**	$36,516.48
2002	**Unarmed Guard Security Services** (28 hours per week, unarmed guard services, HOA)	1456	HRS	**$25.08**	$36,516.48
2003	**Excelsior Defense Marked Patrol Golf Cart** (28 hours per week, CDD)	12	MNTHS	**$671.88**	$8,062.56
2004	**Excelsior Defense Marked Patrol Golf Cart** (28 hours per week, HOA)	12	MNTHS	**$671.88**	$8,062.56
2005	**Site Equipment/Communication** (Site Phone with dispatch number for CDD & Officer Reports Platform)				Included in Bill Rate
2006	**Sales Tax**			**7.5%**	$6,686.86
TOTAL	**EST. Service Annual Total*** (Based on 52 weeks of Service, Including Sales Tax.)	52	WEEKS		**$95,844.94***

***INCLUDES SALES TAX**

- Excelsior Defense prides itself on providing the highest performing officers for each client. Over the recent years the demand for Security Officers have increased significantly nationwide, Excelsior Defense offers competitive wages and annual increases of 5% per service year to our clients that guarantees consistent recruitment and/or retainment of the highest quality guards to service each of our clients.

- Excelsior Defense will provide one unarmed guard onsite; the guard will arrive on site and will show visibility along the interior and exterior of the VillaSol CDD via a company marked patrol golf cart. The guard will maintain a secure and safe environment and will document all findings on the guard's Daily Activity Report via Officer Reports.

- The Guard will complete a full detailed Daily Activity Report via the Officer Reports platform using the Site Phone, VillaSol will be assigned a Security Dispatch Number for residents to call if Security Assistance is needed or to report a disturbance. Officer Reports is a paperless and proactive platform that allows clients to access their site activity 24/7 through the portal and allows GPS tracking of the guard on duty that management can review through a mobile app. All reports are automatically sent to designated management after they have been submitted by the guard.

EXCELSIOR DEFENSE, INC
2660 5TH AVENUE N
ST. PETERSBURG, FL 33713
B9400086, BB2300022

- The Guard will perform hourly checks at designated locations throughout their shift, the guard will conduct a tour scan at each designated location and will document all findings while at the check point location. A complete report of the guard's tour tacking will be automatically emailed to the VillaSol's management for review at the end of each shift completed by the guard.

- Excelsior Defense believes in clear and transparent communication between us and property management to be as successful as possible while providing services for VillaSol. During the entire term of the Service Agreement, our Branch Manager, Cpt. Volker Brunke will work hand in hand with property management to ensure that all target areas are being addressed and monitored correctly to ensure we are meeting Security Standards for VillaSol.

Guard Service Schedule:

A. VillaSol CDD- Service Schedule

VillaSol		VillaSol CDD							
219 E. Livinston Street Orlando, Florida 32801		Wed	Thu	Fri	Sat	Sun	Mon	Tue	Total Hours
EXD Guard	Start	9:00:00 PM	9:00:00 PM	9:00:00 PM	9:00:00 PM	9:00:00 PM	9:00:00 PM	9:00:00 PM	
	End	5:00:00 AM	5:00:00 AM	5:00:00 AM	5:00:00 AM	5:00:00 AM	5:00:00 AM	5:00:00 AM	
	Hours	8	8	8	8	8	8	8	56

This quote is based on 52 weeks of service, with sales tax in the *Annual Amount. The hours/shifts shown in table one contains hours requested from the client and reserves the right to adjust shifts and/or hours as needed before a final contract is executed.

EXCELSIOR DEFENSE

Transparent Client Invoice

In 2023 Excelsior Defense, Inc integrated the use of **Connecteams**, an all-in-one solution to streamline accountability of Excelsior Defense's workforce during the entire term of the Service Agreement and allowing Excelsior Defense to manage our guards easily while giving guards access to Excelsior Defense 24/7 through their smartphones!

Key Factors on why Excelsior Defense utilizes this platform:

1. Communicate in real time with Guards on Duty.
2. Share Guard schedules and track time.
3. Shareable Forms to make Guard Reporting easier for both the Client & Excelsior.
4. Engaging our workforce by keeping them up to date on our company policies, security procedures and are accessible 24/7 to our Guards.
5. Recognize good work and share Guard Achievements throughout all of Excelsior Defense branch locations!

Effective Reporting

Excelsior Defense can customize our reports to tailor the VillaSol, by creating customizable specific observation types that coincide with the VillaSol Rules and Regulations. While we are still merging from Officer Reports to Connecteams for Reports, we have found great value in Officer Reports for our Daily Activity Reports & QR Scans for the Guards to ensure the most critical areas are being attended to at the VillaSol service locations.

Daily Activity Report

EXCELSIOR DEFENSE

Time Zone: America/New York

DATE, CLIENT, & SITE

Date Entered: 6/28/2023 5:01 AM
Client: Orlando Housing Authority
Site: Orlando Housing Authority

OFFICER INFORMATION

Officer Name: Sigler, Herbert

SHIFT START NOTES

Post/Shift: 2100 0500 Griffin Park
Special Instructions:
Post Items Received: Key

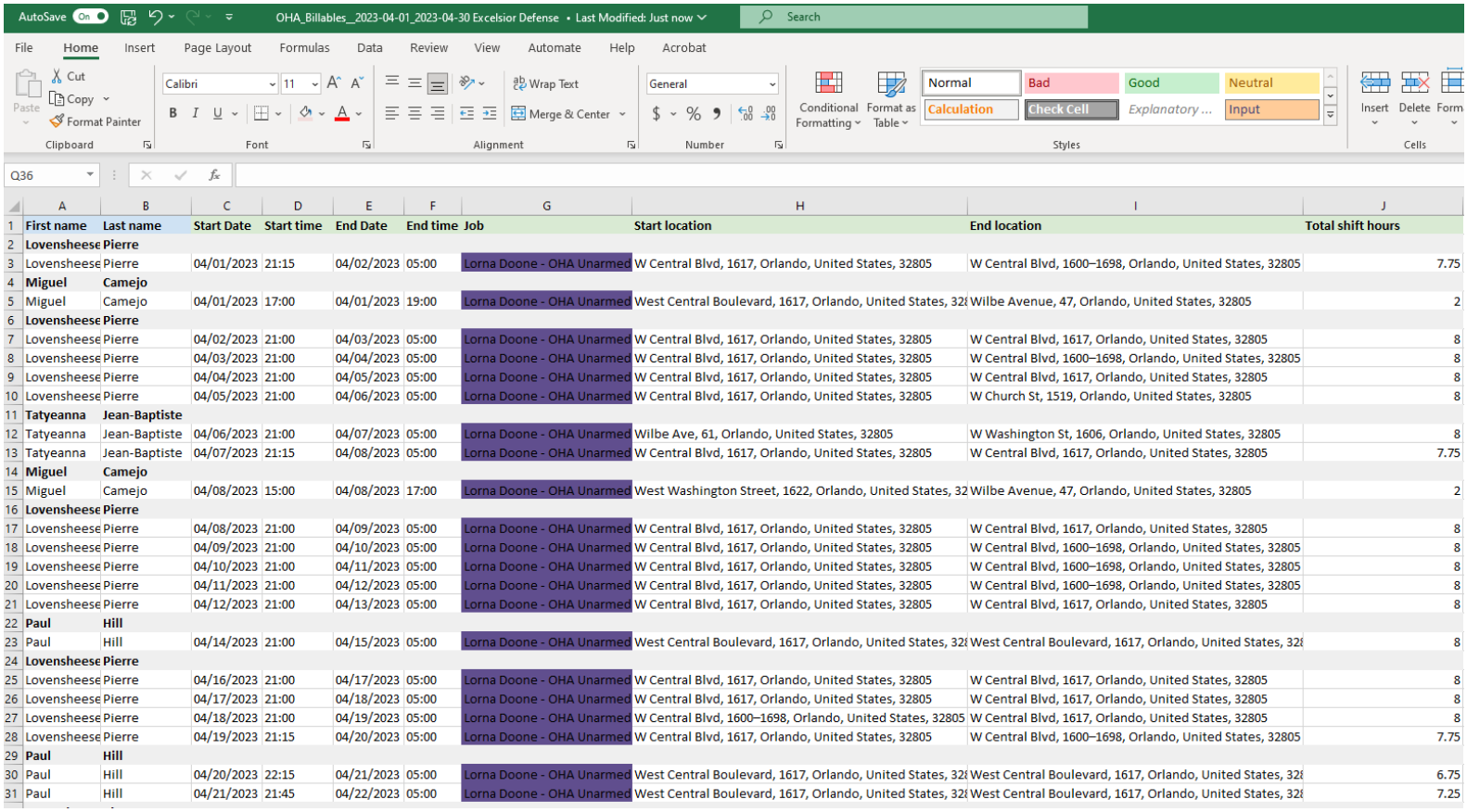
OBSERVATIONS

#	Type	Time	Comments
1	General Notes	6/27/2023 9:09 PM	S/O Sigler on post. Now start scanning all assigned areas at Griffin Park. Patrolling the premises inside area and outside grounds. There's no trespasses on the property and no violations did not occur. Continue monitoring the outside.
2	General Notes	6/27/2023 10:00 PM	S/O Sigler patrolling and checking for any damages on the premises and check it for any trespassers on the ground. Is it now there's nothing to report. All gates are locked and secured and doors. Continue monitoring the outside
3	General Notes	6/27/2023 11:00 PM	S/O Sigler patrolling and checking for any damages on property. As of now there's nothing to report everything is all normal. Doors are locked and gates are secured now continue to monitor front area at Griffin Park homes.
4	General Notes	6/28/2023 12:00 AM	S/O Sigler completed observation of Griffin Park. No violations to report and no trespasses on the grounds. All doors are locked and secured and all gates are locked and secured. Continue monitoring the front area. There was one car at the edge of the road but it kept going.

EXCELSIOR DEFENSE

Accurate Accountability

To ensure accurate invoicing for our clients, Excelsior Defense has invested in Connecteams, **intended specifically** for our clients, and have successfully executed the integration and use of Connecteams company wide, allowing Excelsior Defense to export Monthly Billables to each of Clients in one simple click! With transparent certified invoicing from Connecteams, this allows faster and simpler invoicing process for not only our clients but Excelsior Defense as well!

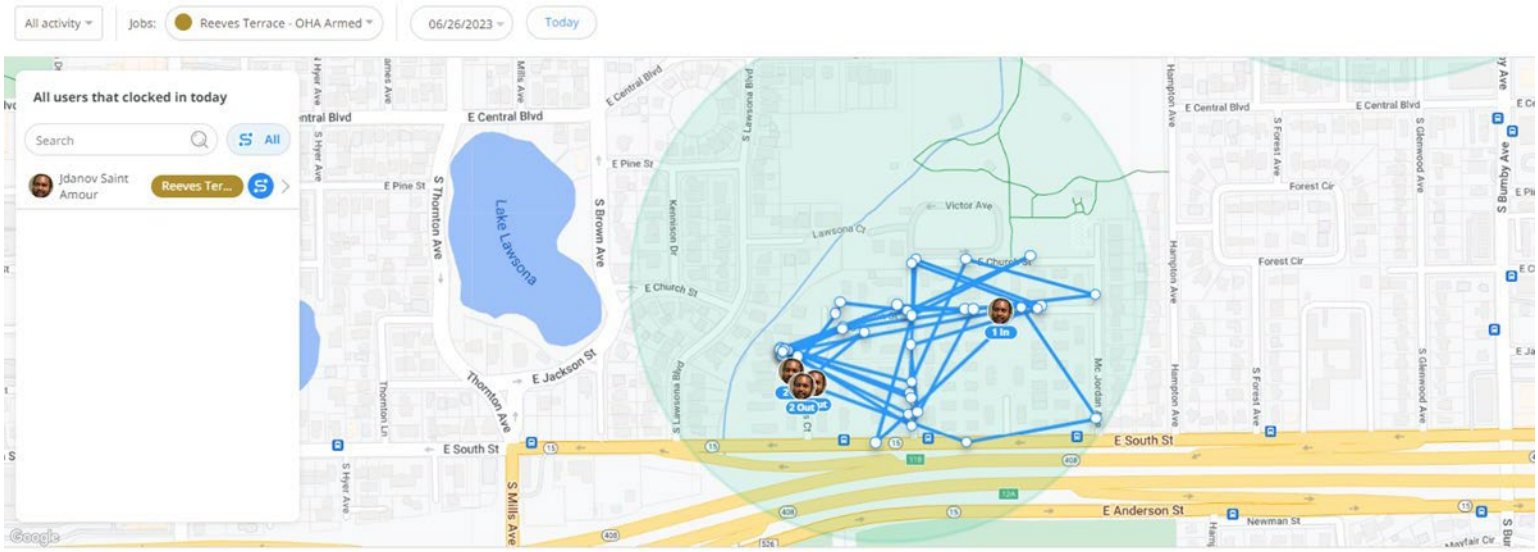


First name	Last name	Start Date	Start time	End Date	End time	Job	Start location	End location	Total shift hours
Lovensheese	**Pierre**								
Lovensheese	Pierre	04/01/2023	21:15	04/02/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	7.75
Miguel	**Camejo**								
Miguel	Camejo	04/01/2023	17:00	04/01/2023	19:00	Lorna Doone - OHA Unarmed	West Central Boulevard, 1617, Orlando, United States, 32	Wilbe Avenue, 47, Orlando, United States, 32805	2
Lovensheese	**Pierre**								
Lovensheese	Pierre	04/02/2023	21:00	04/03/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/03/2023	21:00	04/04/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	8
Lovensheese	Pierre	04/04/2023	21:00	04/05/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/05/2023	21:00	04/06/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Church St, 1519, Orlando, United States, 32805	8
Tatyeanna	**Jean-Baptiste**								
Tatyeanna	Jean-Baptiste	04/06/2023	21:00	04/07/2023	05:00	Lorna Doone - OHA Unarmed	Wilbe Ave, 61, Orlando, United States, 32805	W Washington St, 1606, Orlando, United States, 32805	8
Tatyeanna	Jean-Baptiste	04/07/2023	21:15	04/08/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	7.75
Miguel	**Camejo**								
Miguel	Camejo	04/08/2023	15:00	04/08/2023	17:00	Lorna Doone - OHA Unarmed	West Washington Street, 1622, Orlando, United States, 32	Wilbe Avenue, 47, Orlando, United States, 32805	2
Lovensheese	**Pierre**								
Lovensheese	Pierre	04/08/2023	21:00	04/09/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/09/2023	21:00	04/10/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	8
Lovensheese	Pierre	04/10/2023	21:00	04/11/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	8
Lovensheese	Pierre	04/11/2023	21:00	04/12/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	8
Lovensheese	Pierre	04/12/2023	21:00	04/13/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Paul	**Hill**								
Paul	Hill	04/14/2023	21:00	04/15/2023	05:00	Lorna Doone - OHA Unarmed	West Central Boulevard, 1617, Orlando, United States, 32	West Central Boulevard, 1617, Orlando, United States, 32	8
Lovensheese	**Pierre**								
Lovensheese	Pierre	04/16/2023	21:00	04/17/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/17/2023	21:00	04/18/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/18/2023	21:00	04/19/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1600–1698, Orlando, United States, 32805	W Central Blvd, 1617, Orlando, United States, 32805	8
Lovensheese	Pierre	04/19/2023	21:15	04/20/2023	05:00	Lorna Doone - OHA Unarmed	W Central Blvd, 1617, Orlando, United States, 32805	W Central Blvd, 1600–1698, Orlando, United States, 32805	7.75
Paul	**Hill**								
Paul	Hill	04/20/2023	22:15	04/21/2023	05:00	Lorna Doone - OHA Unarmed	West Central Boulevard, 1617, Orlando, United States, 32	West Central Boulevard, 1617, Orlando, United States, 32	6.75
Paul	Hill	04/21/2023	21:45	04/22/2023	05:00	Lorna Doone - OHA Unarmed	West Central Boulevard, 1617, Orlando, United States, 32	West Central Boulevard, 1617, Orlando, United States, 32	7.25

EXCELSIOR DEFENSE

GPS Generated

With Connecteams the most praised feature of the platform would be the ability to see the Guards exact location while on post. This gives complete reassurance that Guards are on Post and the designated time and locations, and with notifications of Guards who have not clocked in for their scheduled post time to Excelsior Defense Management, this allows supervisors to react accordingly to ensure Guards are on post as prescribed by their supervisors.



SECTION 2

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

Villa Sol

Vic Plagany, Business Development Manager

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

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.

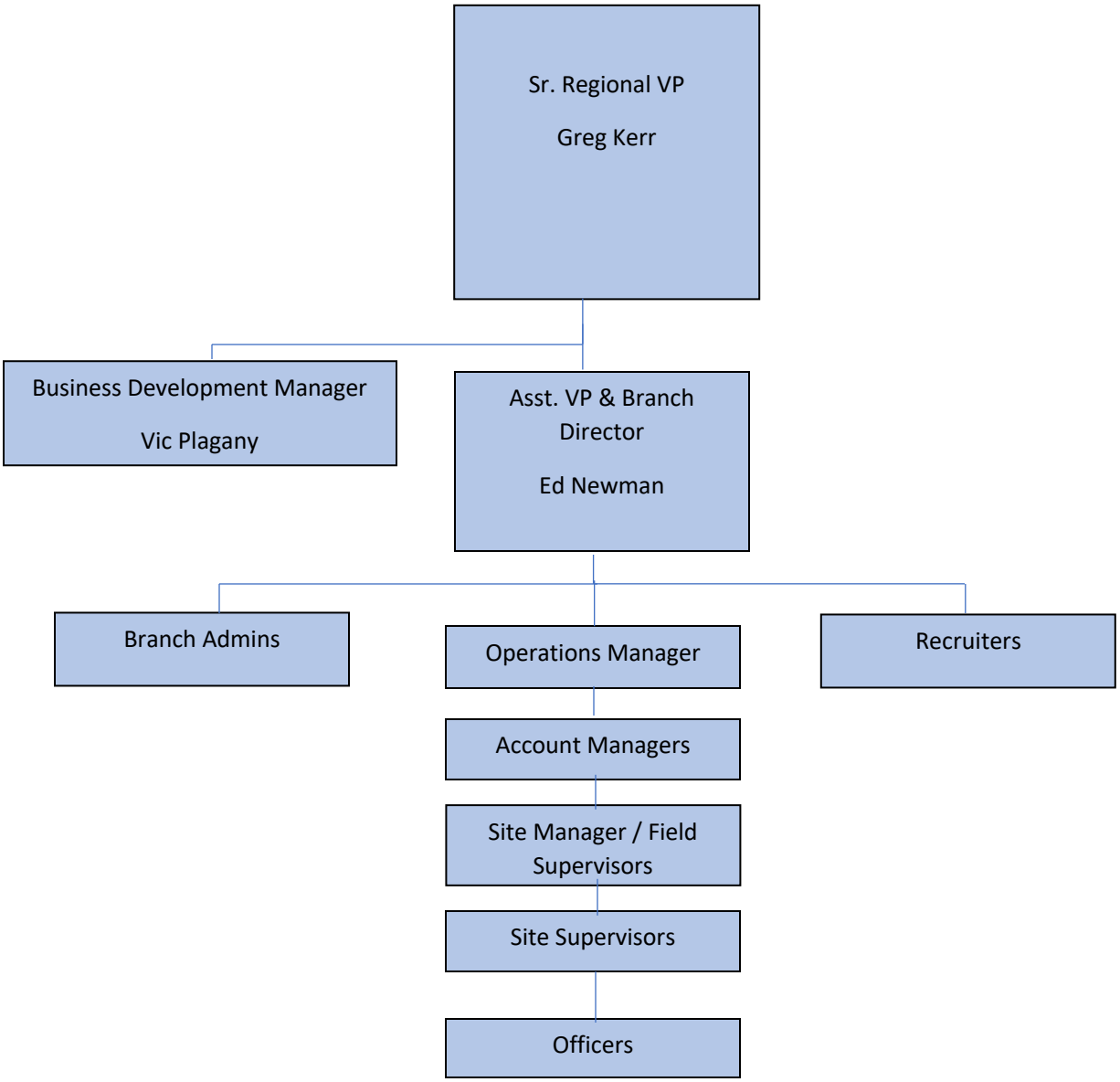
WEISER SECURITY SERVICES, INC.

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.

WEISER SECURITY SERVICES, INC.

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.

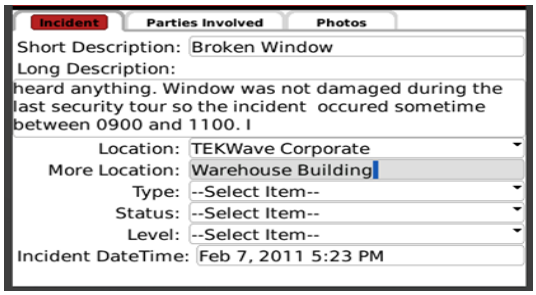
Weiser Security's menu of Technology Solutions effectively combines manpower with technology. The result is lower operating costs and a strong, efficient residential security service. Our virtual guard system is an excellent choice for most residential security clients, providing central station alarm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

Please visit our Website: www.weisersecurity.com our license number is:BB9500017

WEISER SECURITY SERVICES, INC.

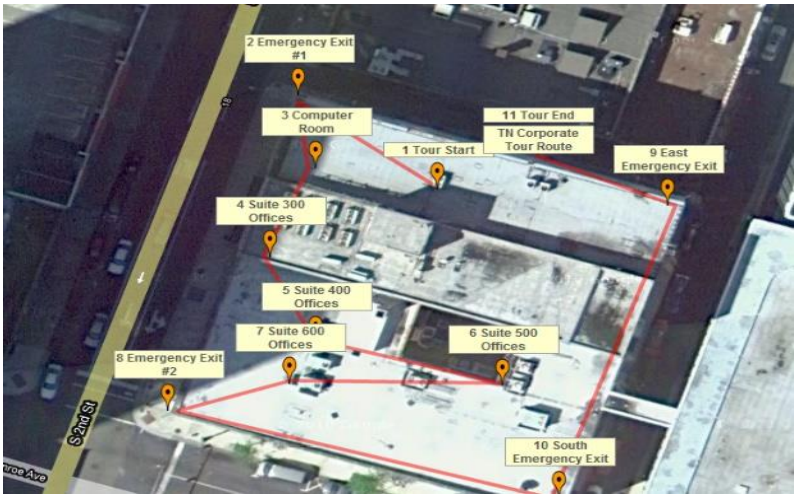
WeisGuard Mobile Workforce Management & GPS Tour System

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



- **Complete Reports Live On Location**
  - ☑ Incidents with Photographs
    - Automatically Texted/Emailed to predefined Users
    - Plotted on a Map

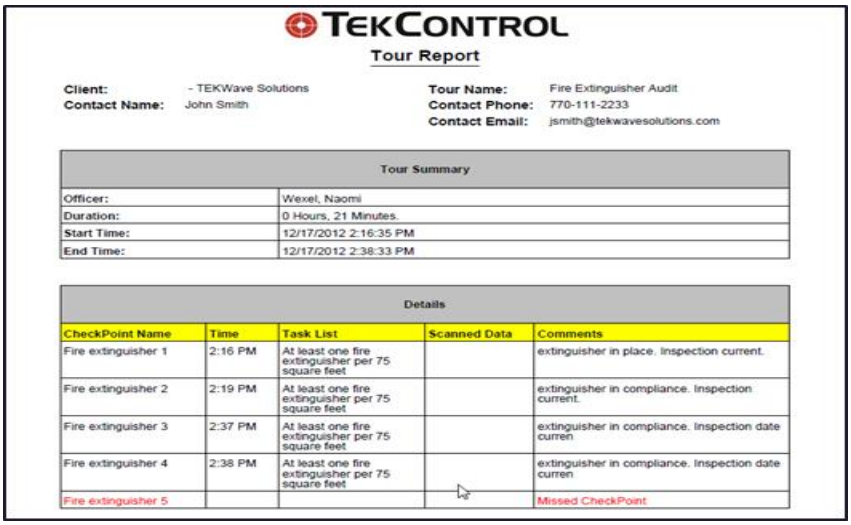
- **Custom Inspection Forms**
  - ☑ *Employee Inspections*
  - ☑ *Safety & Compliance Inspections*
  - ☑ *Truck Inspections*

- **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
Contact Name: John Smith
Tour Name: Fire Extinguisher Audit
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 curren
Fire extinguisher 4	2:38 PM	At least one fire extinguisher per 75 square feet		extinguisher in compliance. Inspection date curren
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
Inadequate site-specific procedures are making officers ineffective.	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.
Communication with current security vendor is challenging. making their understanding of community needs challenging.	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.

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

		security personnel. Will work in conjunction (hybrid style) or separately from on-site service. Increase productivity, efficiency and quality with the help of AI technology and live remote monitoring agents.

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

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

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
Weekly Billing Rate			$657.16
Annual Billing Rate			$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
Weekly Billing Rate			$657.16
Annual Billing Rate			$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
Total:	$655.56

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.

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.

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.

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.

INNERVIEW™
Guard Performance and Assignment Profile

- 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

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.

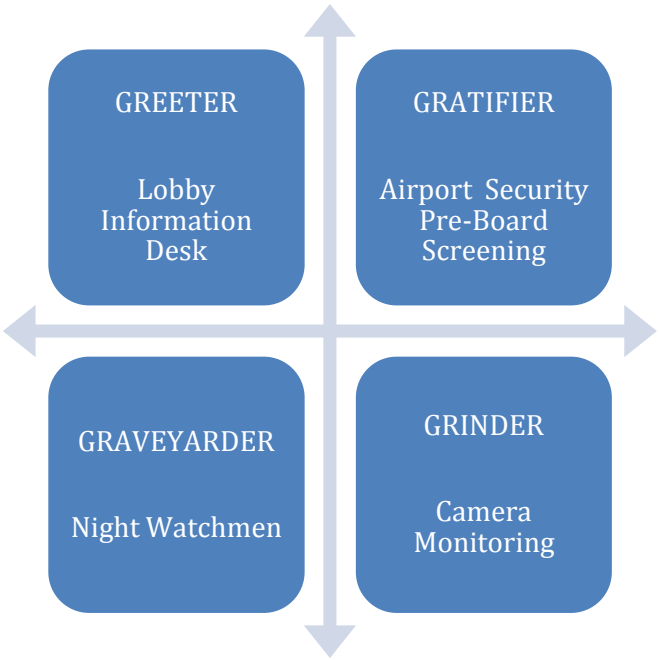
PLACEMENT

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.



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

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.

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

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.

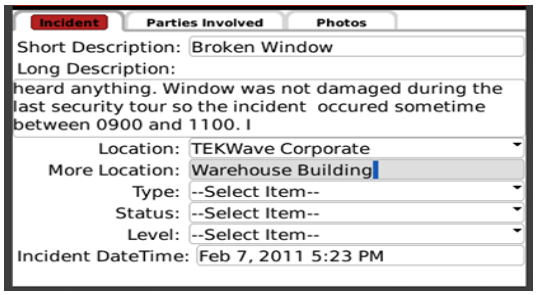
For example, one of our measurable items is Span of Control. We measure how many accounts and hours per week each manager is responsible for servicing. We know from experience that if our managers are tasked with too many accounts then quality suffers. Some other indicators that we measure and publish 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.

WEISER SECURITY SERVICES, INC.

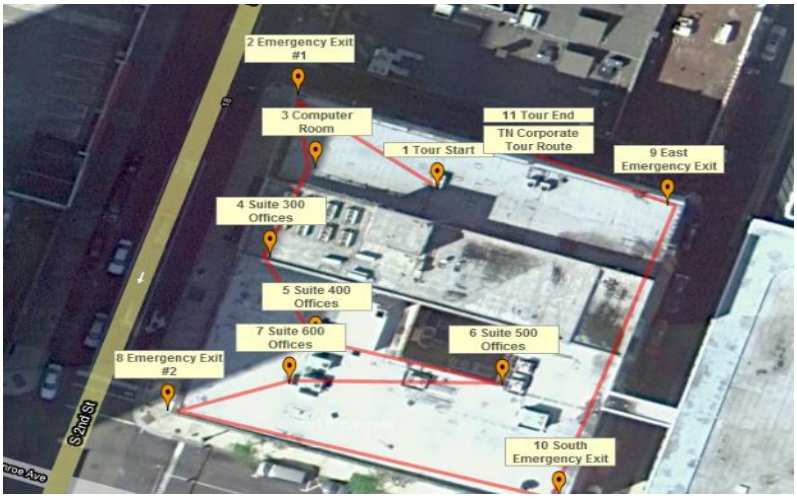
WeisGuard Mobile Workforce Management & GPS Tour System

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



- **Complete Reports Live On Location**
  - ☑ Incidents with Photographs
    - Automatically Texted/Emailed to predefined Users
    - Plotted on a Map

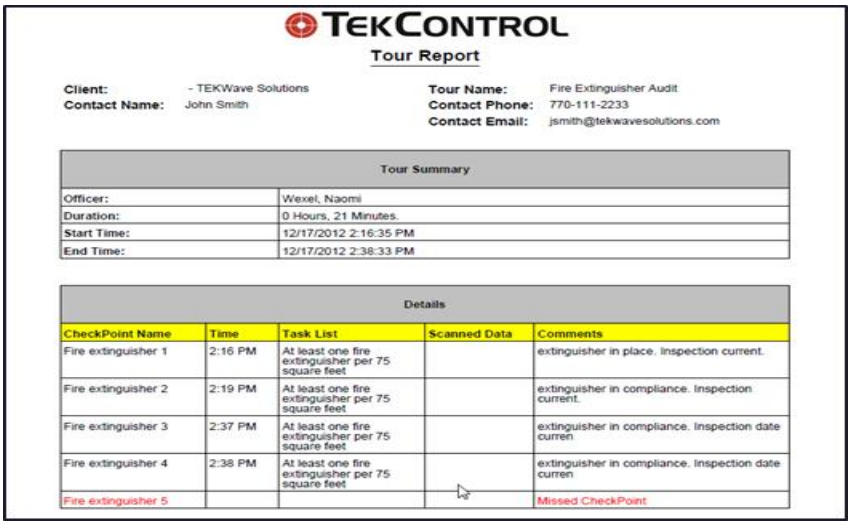
- **Custom Inspection Forms**
  - ☑ *Employee Inspections*
  - ☑ *Safety & Compliance Inspections*
  - ☑ *Truck Inspections*

- **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
Contact Name: John Smith
Tour Name: Fire Extinguisher Audit
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 curren
Fire extinguisher 4	2:38 PM	At least one fire extinguisher per 75 square feet		extinguisher in compliance. Inspection date curren
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**

REFERENCES

Partial Client List

At Home

Alcoa

Aldi

Averitt Express

Auto Zone

Bechtel Corp

Boise-Cascade

Borden Milk

Bunge

CBRE

CB&I

Ceva Logistics

The Children's Place

Costco

DAK Americas

Dillards

Embassy Suites

Enterprise Rent-A-Car

Estes Trucking

FedEx

First Services Residential

Foxconn

GEM Shopping Network

General Electric

Georgia Pacific

Hanes Brands

Halliburton

Hilton Grand Vacations

Jones Lang LaSalle

Kinder Morgan

Koch Industries

Kroger

Latter & Blum

LG Electronics

Morton Salt

National Oilwell Varco

Nuccor

Peco Foods

Penske

Pilgrims Pride

Publix

Rheem

Safety Kleen

Safeway/Von's

Salvation Army

Sheraton

Southeastern Freight

Southwest Gas

Sears Holding Group

Stericycle Environmental

Swift Transportation

Tanger Outlet

Tenaris

US Foods

UPS

UTZ Quality Foods

Verizon

Volvo North America

SECTION B

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLASOL COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICY REGARDING ACCESS TO SECURITY CAMERA DATA; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's amenities and facilities, including but not limited to the roadways, clubhouse and pool (collectively, the **"Amenities"**), have been or will be constructed in accordance with the District's purpose and improvement plan;

WHEREAS, the District utilizes security camera systems to monitor certain Amenities in an attempt to discourage illegal and/or dangerous behavior, aid law enforcement in the investigation of criminal activity and protect property from damage;

WHEREAS, the District's Board of Supervisors (the **"Board"**) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt a policy regarding access to the District's security camera data, as further described in **Exhibit "A"** attached hereto (the **"Security Camera Data Policy"**), for immediate use and application and such should amend and restate any and all prior policies on this subject matter;

WHEREAS, pursuant to Section 119.071(3)(a), *Florida Statutes*, and Section 281.301(1), *Florida Statutes*, information related to security systems, "including all records, information, photographs, audio and visual presentations [. . . .]", is confidential and exempt from the Public Records Act set forth in Ch. 190, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt the Security Camera Data Policy by this Resolution.

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

1. SECTION 1. The above stated recitals are true and correct and are hereby incorporated by reference.

2. SECTION 2. The Security Camera Data Policy, attached hereto as **Exhibit "A"**, is hereby adopted pursuant to this Resolution, and it amends and restates any and all prior policies on this subject matter. The Security Camera Data Policy shall stay in full force and effect until such time as the Board amends or rescinds it. The Board approves the right to approve amendments to the Security Camera Data Policy by motion at a Board meeting.

3. **SECTION 3.** The District's security camera data is confidential and exempt from disclosure to the public, except in the limited circumstances specified in Florida law, including those set forth in Section 119.071(3), *Florida Statutes*, as further described in the Security Camera Data Policy.

4. **SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

5. **SECTION 5.** This Resolution shall take effect immediately upon its adoption and shall remain in effect unless rescinded or repealed by the Board.

PASSED AND ADOPTED THIS _____ DAY OF February, 2025.

ATTEST:

VILLASOL COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit "A": Security Camera Data Policy

Exhibit "A"

[See attached]

VillaSol Community Development District – Security Camera Data Policy
(Adopted February 11, 2025 by Resolution 2025-04)

I. Purpose

The purpose of this policy is to set forth guidelines within which the VillaSol Community Development District (the "**District**") will use and provide access to its security camera footage. The District utilizes security camera systems (collectively referred to herein as the "**System**") in order to monitor certain property/amenities owned and/or controlled by the District (collectively referred to herein as the "**Amenities**").

The primary purpose of the System is to discourage illegal and/or dangerous behavior for the enhancement of public safety and preservation of the Amenities, and to aid law enforcement in the investigation of criminal activity, pursuant to Florida law. This policy is intended to enhance safety and security, while protecting individuals' rights to privacy.

II. Use of Security Camera Data

Security camera data (including, but not limited to, footage, records, information, audio and visual presentations, surveys and schematic diagrams) (collectively referred to herein as, the "**Data**") shall be stored and retained in accordance with Florida law. Pursuant to Section 119.071(3), *Fla. Stat*., the Data is **confidential and exempt** from public records disclosure requirements, including those set forth Section 119.07(1), *Fla. Stat*., and may be disclosed for the following limited reasons only:

> (1) in furtherance of the **official duties and responsibilities of the District** (i.e., for the "official business" of the District);
> (2) to another local, state or federal agency in furtherance of that agency's official duties and responsibilities; or
> (3) upon a showing of good cause before a court of competent jurisdiction.

Data shall not be used in furtherance of any duties, responsibilities and/or desires of private individuals and/or entities, unless otherwise permitted under Florida law. Section 119.071(3)(a)4., *Fla Stat.* requires that any entities or persons receiving the Data shall maintain the exempt status of the Data.

Access to the Data is limited to the District's management company and Supervisors elected/appointed to serve on the District's Board of Supervisors, upon consent by the District Manager (the "**Appointee**"). The District Manager and any Appointee shall comply with this Policy and all laws related to the Data. Prior to an Appointee gaining access to the System, the Appointee shall be required to sign, and return to the District, the "Consent & Acknowledgement Regarding VillaSol Community Development District Security Data" form attached hereto.

CONSENT & ACKNOWLEDGEMENT REGARDING VILLASOL COMMUNITY DEVELOPMENT DISTRICT SECURITY CAMERA DATA

Pursuant to this "Consent & Acknowledgement Regarding VillaSol Community Development District Security Camera Data" (the "**Consent**"), entered into on _____, _____, by _____, whose address is _____ (the "**Appointee**"), the VillaSol Community Development District ("**District**") hereby grants permission for the Appointee to have access to the District's security camera Data (as defined herein), subject to the terms herein, which may be amended or terminated at the sole discretion of the District.

1. Description of Security Camera Data: The District utilizes security camera systems (collectively referred to herein as the "**System**") in order to monitor certain property/amenities owned and/or controlled by the District (collectively referred to herein as the "**Amenities**"). The primary purpose of the System is to discourage illegal and/or dangerous behavior for the preservation of public safety and the Amenities, and to aid law enforcement in the investigation of criminal activity, pursuant to Florida law. Data from the System (including, but not limited to, footage, records, information, audio and visual presentations) is collectively referred to herein as, the "**Data**."

2. Compliance: The District is a local unit of special-purpose government created in accordance with Ch. 190, *Fla. Stat.* Appointee agrees that it shall comply with all applicable laws, statutes, regulations, rules, policies and ordinances related to the Data, including the rules and policies adopted by the District's Board of Supervisors related to the Data (such as the District's Security Camera Data Policy, adopted on February 11, 2025, by Resolution 2025-___), as may be amended from time to time. **PURSUANT TO SECTION 119.071(3), *FLA. STAT.*, THE DATA IS CONFIDENTIAL AND EXEMPT FROM PUBLIC DISCLOSURE, INCLUDING AS SET FORTH IN SECTION 119.07(1), *FLA. STAT.*, AND MAY BE DISCLOSED FOR THE FOLLOWING LIMITED REASONS ONLY: (1) IN FURTHERANCE OF THE OFFICIAL DUTIES AND RESPONSIBILITIES OF THE DISTRICT (I.E., THE OFFICIAL BUSINESS OF THE DISTRICT); (2) TO ANOTHER LOCAL, STATE OR FEDERAL AGENCY IN FURTHERANCE OF THAT AGENCY'S OFFICIAL DUTIES AND RESPONSIBILITES; OR (3) UPON A SHOWING OF GOOD CAUSE BEFORE A COURT OF COMPETANT JURISDICTION. APPOINTEE SHALL BE REQUIRED TO MAINTAIN THE EXEMPT STATUS OF THE DATA.** Appointee shall promptly notify the District Manager of any and all use and disclosure of the Data by the Appointee. Data shall not be used for pursuits by private entities or persons (such as an HOA or individual homeowner).

3. Indemnification: Appointee agrees that it shall indemnify (reimburse), defend and hold harmless the District and the District's officers, supervisors, agents, employees and assigns 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), arising from or out of, or relating to, directly or indirectly, Appointee's use of and/or access to the Data (including disclosure of the Data). Appointee is required to promptly reimburse the District for any monetary damages caused by Appointee's use and/or access to the Data (including disclosure of the Data); such costs may be a lien on the Appointee's property enforceable by the District if not paid within 60 days' notice to Appointee.

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

5. Right to Terminate: The District reserves the right to, immediately and without notice, in its sole discretion, terminate this Consent.

6. Governing Law. This Consent shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Consent shall occur in a court with jurisdiction in Orange County, Florida. The Appointee and District waive trial by jury rights and agree to submit to personal jurisdiction and venue in Orange County, Florida.

Signed by Appointee:	**Signed by VillaSol Community Development District:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SECTION C

Current WM Contract Per Month	$785
Time Remaining - Months	22
Total Cost of Staying with WM	**$17,270**

Termination of WM Contract	$4,710
Republic Services Per Month	$130
Same Period as WM - Months	22
Cost of Contract Period	$2,860
Total Cost to Term WM	**$7,570**

Total Savings - Estimated	**$9,700**

From: **Jason Showe** jshowe@gmscfl.com
Subject: Re: VILLA SOL CDD // 181-195542
Date: January 30, 2025 at 12:51 PM
To: Herman Perez herman.perez@villasolcdd.org
Cc: Jarett Wright jwright@gmscfl.com, Stacie Vanderbilt svanderbilt@gmscfl.com, Kristen Trucco ktrucco@lathamluna.com, Darrin Mossing dmossing@gmscfl.com, George Flint gflint@gmscfl.com

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Herman,

We went through and confirmed information for Waste Management and Republic to include an additional option. Waste Management provided a new agreement for 1 year, and it would be approx $320/month for similar service to now. It also renews in annual terms. We would also need to pay Republic approx $876 to remove their dumpster and cancel their agreement. This is a summary of our current costs vs this arrangement for a year. This would represent $4,700 in savings over the next year. I have the Waste Management agreement to reflect this if you want to sign or put on the 2/11 agenda. Let me know your thoughts.

Current WM Contract Per Month	$785
Time Remaining - Months	12
Total Cost of Staying with WM	**$9,420**

Termination of Repub Contract	$876
Republic Services Per Month	$320
Same Period as WM - Months	12
Cost of Contract Period	$3,840
Total Cost to Term WM	**$4,716**

Total Savings - Estimated **$4,704**

Sincerely,

Jason M. Showe
Senior District Manager
Governmental Management
Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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

Customer Comments:

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

PO#

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*
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. 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
	Russ Simmons	Field Manager	11-13-17

Company Waste Management Inc. of Florida	Printed Name	Title	Date
Julia Martin	Julia Martin	Waste Management Sales Rep.	11/14/17

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**

Customer Comments:

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**

PO#

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***
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. 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	Printed Name	Waste Management Sales Rep. 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 during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.
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 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:
a. (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 or such specifications communicated to Customer by Company.
b. 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.
c. 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.
d. 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.
e. 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.

Waste Management Inc. of Florida
8801 NW 91st Street
Medley, FL, 33178
(866) 724-2989

WM Agreement #	**S0018976421**
Customer ID	**14-44162-63000**
Acct. Name	**VILLA SOL CDD**
Salesperson	**Charles Tennison**
Effective Date	**12/13/2024**
Last PI Date	**06/27/2024**

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	**VILLA SOL CDD**	Contact	**JASON SHOWE**
Address	**3050 PUERTA DEL SOL BLVD**	Telephone #	**4078415224**
City State Zip	**KISSIMMEE, FL 34744**	Fax #	
County/Parish	**OSCEOLA**	Email	**jshowe@gmscfl.com**

Customer Comments:

Billing Information

Name	**VILLA SOL CDD**	Contact	**C/O GMS-SF, LLC**
Address	**5385 N NOB HILL RD**	Telephone #	**9547218681**
City State Zip	**SUNRISE, FL 33351-4761**	Fax #	
County/Parish	**BROWARD**	Email	**sneerooa@gmssf.com**

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency		
1	2 Yard FEL	MSW Commercial	1xPer Week	**Base Rate**	$ 220.07
				Lock Service Recurring	$ 32.41
				Energy Surcharge	$ 34.34

Current rate for Extra Pickup: $ 203.00
Franchise Fee Percentage: 0.00% *

Current Energy Surcharge 13.60%

MONTHLY TOTAL : $ **286.82** *

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

Franchise Fee	**$**	**42.36***
Administrative Charge	**$**	**0.00***
MONTHLY GRAND TOTAL	**$**	**329.18***

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.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary.Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge can be found at 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. This Agreement does not provide for a fixed price during the Contract Term.Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 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	JASON SHOWE Printed Name	Title	Date
Company Waste Management Inc. of Florida	Printed Name	Waste Management Sales Rep. Title	Date

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. 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 if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, 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 (i) any waste tires, (ii) 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, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials 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. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice 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, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. 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 charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

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 service location(s). 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, Company's equipment shall be 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, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and 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 agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or compactor box at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service location in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of $100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of 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 Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or 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 Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by 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 TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

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 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 Company, or allow any claim that Customer may have against 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 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 Company by 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 for Services already performed, 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) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, 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 effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (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 Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) " business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials 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 Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) 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 processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) 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 such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) 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. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

Certificate Of Completion

Envelope Id: 62D10564-9FF9-4183-97C6-5369E9583DC6
Status: Sent
Subject: Document for your Electronic Signature from Waste Management
Source Envelope:
Document Pages: 4
Signatures: 0
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Charles Tennison
P.O. Box 4745
Portland , OR 97208-4745
ctenniso@wm.com
IP Address: 13.110.74.8

Record Tracking

Status: Original
1/27/2025 8:01:04 AM

Holder: Charles Tennison
ctenniso@wm.com

Location: DocuSign

Signer Events	Signature	Timestamp
JASON SHOWE jshowe@gmscfl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 1/27/2025 8:01:06 AM Viewed: 1/30/2025 11:16:44 AM
Charles Tennison ctenniso@wm.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2025 8:01:06 AM

Payment Events	Status	Timestamps

SERVICES AGREEMENT

Solid Waste Small Dumpster – 4 Yard

This Services Agreement is made between Republic Services of Florida, Limited Partnership, Republic Services of Orlando ("Company") and the customer listed on the order form ("Customer") during the online checkout process ("Online Order"). **By using our website to submit the Online Order and checking the box to agree to this Services Agreement, you are electronically signing and agreeing to transact electronically and to the following Terms and Conditions** (together with the Online Order, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES OUTSIDE OF HILLSBOROUGH COUNTY, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

FOR ALL SCHEDULED AND ON-CALL SERVICES WITHIN HILLSBOROUGH COUNTY, THE TERM OF THIS AGREEMENT SHALL BE FOR 36 MONTHS FROM THE EFFECTIVE DATE OF SERVICE. AT THE END OF THE INITIAL TERM, THE CONTRACT MAY BE RENEWED OR EXTENDED ONE TIME FOR A MAXIMUM DURATION OF ONE YEAR, IF THE FRANCHISE COLLECTOR AND THE COMMERCIAL CUSTOMER PROVIDE THEIR WRITTEN CONSENT TO THE EXTENSION. UPON THE EXPIRATION OF THE INTIAL OR RENEWAL TERM (IF ANY), THE CONTRACT SHALL BE EXTENDED AUTOMATICALLY ON A MONTH-TO-MONTH BASIS UNTIL THE COMMERCIAL CUSTOMER NOTIFIES THE FRANCHISE COLLECTOR THAT THE COMMERCIAL CUSTOMER WISHES TO TERMINATE THE CONTRACT. THE MONTH-TO-MONTH CONTRACT MAY BE CANCELLED BY THE COMMERCIAL CUSTOMER AT ANY TIME, WITHOUT PENALTY, AFTER THE COMMERCIAL CUSTOMER PROVIDES THIRTY (30) DAYS' NOTICE TO THE FRANCHISE COLLECTOR.

TERM (TEMPORARY SERVICES). UNLESS OTHERWISE AGREED BY THE PARTIES, COMPANY SHALL PROVIDE THE EQUIPMENT TO CUSTOMER FOR A PERIOD OF 0. IF CUSTOMER WANTS TO EXTEND THE TERM, ADD ADDITIONAL PULLS, OR MAKE ANY OTHER SERVICE CHANGES, CUSTOMER MUST CONTACT CUSTOMER SERVICE AT 407-293-8000. FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminates, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous

metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Online Order ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. The first payment collected online at the time of checkout is a deposit that will be applied toward Customer's first month of services. Thereafter, Customer will receive monthly invoices for services, which Customer can pay online by setting up a My Resource account or mail in payments to the address listed on Customer's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Online Order, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republicservices.com). ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Online Order. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Online Order do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

SUPPLEMENTAL SERVICES. The following supplemental rates shall apply when a supplemental service is required upon arrival or requested by Customer:

Container Removal. A $219.01 container removal fee will apply for each container removed from Customer's premises after expiration or termination of this Agreement.

Container Relocation. A $265.00 container relocation fee will apply for each container relocated on Customer's premises per Customer's request.

Extra Service or Pickup. A $241.50 extra service/pickup fee per container will apply to any extra

service or pickups requested by Customer.

Extra Yards. A $106.70 fee per cubic yard will apply if the driver has to pick up extra, loose yardage.

Container Deodorizing. Any inquiries or requests for container deodorizing should be directed to Customer Service (at the number below); additional fees will apply.

Caster Installment and Repair/Replacement. Any inquiries or requests for castor installment and repair or replacement should be directed to Customer Service (at the number below); additional fees may apply.

Locking Mechanism. Any inquiries or requests for a locking mechanism should be directed to Customer Service (at the below number); additional fees will apply.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Online Order, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Online Order. Subject to any Comments in the Online Order, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) Services, the parties agree that this Agreement shall continue in full force and effect as so adjusted. To request any changes to Service, Customer should call Company's Customer Service at 407-293-8000.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company $250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection Service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement,

curbing, or other driving surfaces resulting from Company providing Service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends Service, Customer shall pay Company a Service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer. Any notice of termination under this Agreement by Customer shall be made by contacting Customer Service at 407-293-8000. If Customer cancels its order for Services before Services under this Agreement commence, Company will provide a full refund of all amounts paid during the Online Order.

LIQUIDATED DAMAGES. If Customer terminates this Agreement after Services have commenced but before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all

communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). Any notice related to this Agreement will be deemed effective no less than 60 days from the date Company is contacted by Customer.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against 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 Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding.

CONSENT TO TRANSACT ELECTRONICALLY. By electronically signing this Agreement, Customer understands and agrees: (a) to complete this transaction and receive related communications electronically; (b) that this Agreement has the same force and effect as an

agreement signed in writing; (c) that Company may provide disclosures required by law or other information regarding its legal rights and duties electronically; (d) that Customer must have, at its own expense, a device that can connect to the internet with a standard internet browser and software that enables it to receive and view PDF format files; (e) that if Customer wants a paper copy of this Agreement or any notice, it may print a copy or download the information for its records; and (f) that Customer may request a paper copy of this Agreement or withdraw its consent to transact electronically by calling customer service. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off Service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed the weight or volume limit for the container. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before Service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all Service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

ROLL-OFF SUPPLEMENTAL CHARGES. The following supplemental rates shall apply only when a supplemental service is required upon arrival or requested by Customer. If Customer

requests supplemental services that are not listed below, Company shall provide Customer with notice of any applicable supplemental charges.

Extended Days. Requests to extend use of the container longer than 0 days must be directed to Customer Service at 407-293-8000. A $0.00 fee will be charged per day the container is kept beyond the number of days set forth above.

Container Relocation. A $265.00 container relocation fee will apply for each container relocated on Customer's premises per Customer's request.

Extra Service or Pulls. Requests for extra service/pull must be directed to Customer Service 407-293-8000. Customer will be invoiced the same amount paid for this Online Order for each extra service/pull.

Extra Tonnage. A $0.00 fee per ton will apply to any tonnage over the tonnage included in the base rate.

Dry Run. A dry run occurs when a driver arrives to haul a load but is unable to service due to a reason such as a blocked container or other obstruction. A $0.00 fee will apply per dry run.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide Services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical Service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's

employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

"Box Mail-Back Services" means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Bulb & Battery Recycling Services" includes Box Mail-Back Services as a means to recycle or

dispose of Bulbs & Batteries.

"Electronic Material**"** consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Electronic Material Services" includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

"Full Service" means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

"High Grade" means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

"Low Grade" means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

"Pack Up & Pick Up Services" means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility.

"Video Display Device**"** means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is $14 for a lamp box and $12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay

Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to $0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to $0.37 per pound; (iv) processing electronics containing wood up to $0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to $1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up

Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to $0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to $0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to $0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be $660. For loads of Electronic Material over 466 pounds, the charge for Full Service will the weight of the load multiplied by the per pound charge quoted in the Service Details.

SECTION D

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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January 15, 2025

Board of Supervisors
VillaSol Community Development District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide VillaSol Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of VillaSol Community Development District as of and for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed $7,000 for the September 30, 2024 audit. The fees for the fiscal years 2025, 2026, 2027 and 2028 will not exceed $7,100, $7,200, $7,300 and $7,400, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to VillaSol Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of VillaSol Community Development District.

By: _____

Title: District Manager

Date: 1/15/25

Florida Institute of Certified Public Accountants

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

AICPA 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

SECTION E

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

This **TEMPORARY LICENSE AGREEMENT** (the "Agreement") is made on this ____ day of February, 2025 (the "Effective Date"), by and between the **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and **VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.**, Florida not for profit corporation, whose address is c/o Artemis Lifestyle Services, Inc., 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 (the "Licensee").

RECITALS

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

WHEREAS, the District is the owner of the real property tract described in **Exhibit "A"** attached hereto (the "License Area");

WHEREAS, the Licensee desires to temporarily use a portion of the License Area in order to park a lift; and

WHEREAS, the District and Licensee agree to enter into this Agreement regarding the Licensee's temporary use of the License Area for the purpose of parking a lift and both the District and Licensee agree that such use by the Licensee, as specified herein, benefits the residents and non-resident users of the District.

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

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

2. Term. This Agreement shall grant permission to Licensee to use the License Area for _____ days after the Effective Date (the "Term"), after Licensee has participated in the pre-use inspection detailed in Paragraph 4 herein.

3. Use of License Area.

A. Licensee covenants and agrees that it shall use the License Area solely for the purpose of parking a lift, pursuant to the terms herein (hereinafter, the "Permitted Use").

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

C. Licensee agrees not to restrict any member of the public from entering the License Area.

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

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

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

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

7. Compliance with Laws, Rules and Regulations. Licensee consents and agrees to (a) comply with all applicable laws, permits, approvals, codes and requirements of applicable governmental authorities; and (b) all rules and policies adopted by the District that are related to this Agreement. Nothing in this Agreement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Agreement. Licensee agrees that it shall be liable for all acts of its invitees and agents, and Licensee shall ensure compliance with the terms of this Agreement by such individuals.

8. Obligation.

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

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

9. Termination of Agreement. The District reserves the right to immediately and without advanced notice terminate this Agreement if there is any violation of the terms, conditions or provisions of this Agreement, or, if in the judgment of the District or Osceola County, there is a reasonable likelihood that continuation of the permissions granted herein to Licensee will put life or property at risk of injury or damage. The District reserves the right to terminate this Agreement with seven (7) days' notice without cause.

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

11. Waiver. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the License Area and/or or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants. Licensee has inspected the License Area and is aware of its current condition and accepts the use of the License Area in its "as is condition." Use of the License Area is at Licensee's own risk and the District makes no representations that the License Area is suitable for the Licensee's uses hereunder.

12. Governing Law and Construction of Agreement.

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

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

13. <u>Sovereign Immunity and Public Records.</u>

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

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

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

15. <u>Notice.</u>

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

If to District:	VillaSol Community Development District c/o Governmental Management Services- Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801 Attention: Jason Showe, District Manager Telephone: (407) 841-5524 Email: jshowe@gmscfl.com
Copy to:	Latham, Luna, Eden & Beaudine, LLP 201 S. Orange Ave., Suite 1400 Orlando, Florida 32801 Attention: Kristen Trucco, District Counsel Telephone: (407) 481-5800
If to Licensee:	Villa Sol Residential Owners Association, Inc. c/o Artemis Lifestyle Services, Inc. 1631 E. Vine Street, Suite 300

Kissimmee, Florida 34744
Attention: Mary James, LCAM
Telephone: 407-705-2190, Ext. 191
Email: mjames@artemislifestyles.com

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

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

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

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

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

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

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

District:

VILLASOL COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Sign:_____

Print: _____

Title: _____

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

Licensee:

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

Sign: _____

Print: _____

Title: _____

EXHIBIT "A"

Legal Description of the "License Area"

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

[(Osceola Count Parcel Identification Number: 04-25-30-5410-TRAC-0050)]

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 VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC. (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: February __, 2025

VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC.

Signed: _____
Name:_____
Title:_____

SUBSCRIBED AND SWORN TO before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of VILLA SOL RESIDENTIAL OWNERS ASSOCIATION, INC. 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):_____

SECTION F

Proposal for:
District Management Services

VillaSol
Community Development District

Vesta
DISTRICT SERVICES

250 International Pkwy #208
Lake Mary, FL 32746
(321) 263-0132

TABLE OF CONTENTS

February 5, 2025

Re: VillaSol Community Development District - **Proposal for District Management Services**

Dear Board of Supervisors,

On behalf of Vesta Property Services, Inc., it is my pleasure to submit the following proposal for District Management-related Services for your Community Development District. Our submittal outlines our company's qualifications and capabilities, in hopeful anticipation of providing these important services to the Board and Residents of your District.

In July of 2020, Vesta formally entered Florida's special district management industry through an acquisition of DPFG of Florida, LLC, an experienced and successful specialist in managing special taxing districts in Florida. Vesta is a Jacksonville-headquartered, leading property management company with three decades of successful experience as a "full-service" management company, now serving the entire state of Florida.

With the addition of District Management services, Vesta offers our client communities all aspects of Community Management Services including Budgeting, Financial and Administrative Services, Financing/Refinancing of Bonds for public infrastructure, Special Methodology Assessment Structuring, Operational and Long-Term Capital Planning (all of which typically fall under "District Management Services"), plus Homeowners Association, Amenities-and-Lifestyle, and Field Operations Management Services for the community.

Vesta's proposal includes the services of our talented and experienced District Manager, Heath Beckett (see Bio on Page 17). You will also have the assistance of our uniquely qualified financial, accounting, and administrative leadership and support teams, to resolve any immediate issues and to forward-plan for the benefit of the residents of the District. Our proposal includes a cutting-edge communication platform to improve the effectiveness and efficiency of our management team's oversight of the District's vendors, as well as enhance resident communications (particularly with Work Orders) and engagement.

Thank you for your consideration of our proposal. We very much look forward to the opportunity to continue to serve the community and work with the District, the Board of Supervisors, and other District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (813) 390-6553 or scottsmith@vestapropertyservices.com.

Most respectfully,

Scott Smith
Vice President
250 International Pkwy #208
Lake Mary, Florida 32746
(321) 263-0132

ABOUT US

Founded by J. Frank Surface in 1995 and headquartered in Jacksonville, Florida, **Vesta's success has been driven by three key factors** (which are part of the enduring legacy of Mr. Surface's three decades of servant-leadership):

- Our overriding commitment to honoring our clients' needs, first and foremost (which was well-modeled by the gracious character and "other-centered" focus of Mr. Surface.)
- Our statewide leadership team; all chosen by Mr. Surface for their roles and all but one still serves as a leader for Vesta.
- The close teamwork and collaboration between our (1) senior management team, (2) shared services associates based in our corporate headquarters, and (3) industry's best-in-class, frontline managers and their teammates in a variety of operational disciplines.

CELEBRATING 30 YEARS OF SERVICE TO OUR COMMUNITIES
1995 - 2025

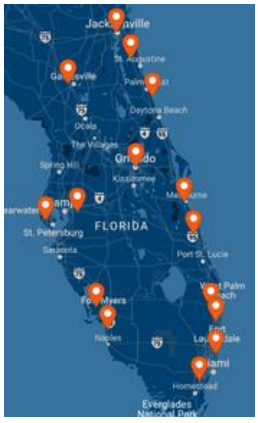
OUR VISION

Vesta's vision is to:

- Successfully provide planned-communities with a superior community management experience, exceptional lifestyle services, and strong financial support for developers and residents.
- Leverage everyday on behalf of our valued clientele and frontline associates, our senior leadership and management teams' decades of experience and unique expertise.

OUR SCALE

Vesta has 15 fully-staffed offices proudly serving over 250,000 residents everyday throughout Florida. We are the state leader by providing the most diversified suite of planned community services, statewide.



OUR STORY: COMPANY OVERVIEW, TIMELINE & MILESTONES

Originally incorporated as Point Management in 1973, Vesta Property Services, Inc. provides financing, management, and ancillary services to developers of planned-unit communities and resident associations in connection with clubhouses, golf courses, amenity and infrastructure facilities, and commercial real estate, as well as Special District and governmental agency management. Below is a timeline featuring some key milestones that have marked our journey:

1995

THE LAUNCH OF VESTA PROPERTY SERVICES, INC.

In Jacksonville, Florida, Frank Surface's trailblazing vision launches Vesta Property Services to be a single source for: (1) affordable and flexible financing, (2) expert community management services, and (3) creative and thriving lifestyle services - all under one umbrella, consistently improving and growing, and propelled by a best-in-class Senior Leadership Team.

2011

AMENITIES LEADERSHIP

Vesta acquires Florida's leading, statewide provider of amenities management services - *Amenity Services Group, Inc.* - specializing in serving the vital operations, maintenance, and lifestyle needs of Community Development Districts since 1997.

2020

DISTRICT SERVICES / STATEWIDE OFFICES

Vesta brought our vision of becoming a premier full-service community management company to life by acquiring DPFG Management & Consulting, LLC—a specialist in district management and financing—in 2020.

Present

GROWTH

Vesta now has 15 offices throughout Florida, manages over 600 communities and special districts, and employs 1,500 associates for our clientele.

SERVICES

Lifestyle

Food and Beverage Turn-key Operations
- Food Service Operation
- Liquor Service Operation
- Catering Services

Golf Course Management

Wellness Programs
- Fitness Programs and Classes
- Aquatic Programs and Classes
- Spa and Salon Services
- Learning Centers

Youth Activities Programs

Summer Camps

Theatre and Entertainment Operation
- Agent Bookings
- Special Event Management
- Closed Circuit Television Production

Facility Maintenance
- Preventative Maintenance
- Housekeeping and Janitorial Services
- General Facility Maintenance and Repair
- Pool Service
- Tennis Courts

Leveraged Vendor Relationships

Community Gate Access
- Class B Licensed Security Services
- Surveillance Camera Installation/Management

Community Transportation Services
- Fleet Management
- Community Tram Services
- DOT Compliance
- Special Event Bus Trip Coordination

Aquatics Facilities
- Water Park Operation
- Lifeguard Staffing
- Pool Monitor Staffing
- Aquatics Programs

Community

Portfolio Management
- Property Insurance
- Community Planning
- Specification Development
- Contractor Oversight
- Contract Bids

Onsite Management
- Human Resource Staffing
- Administrative Support
- Daily Oversight of Grounds and Staff

Association Governance
- Meeting Notifications
- Committee Facilitation
- Parliamentarian
- Community Document Enforcement

Long Term Planning
- Maintenance Management
- Budget Planning
- Board and Resident Relationships
- Vendor Relationships

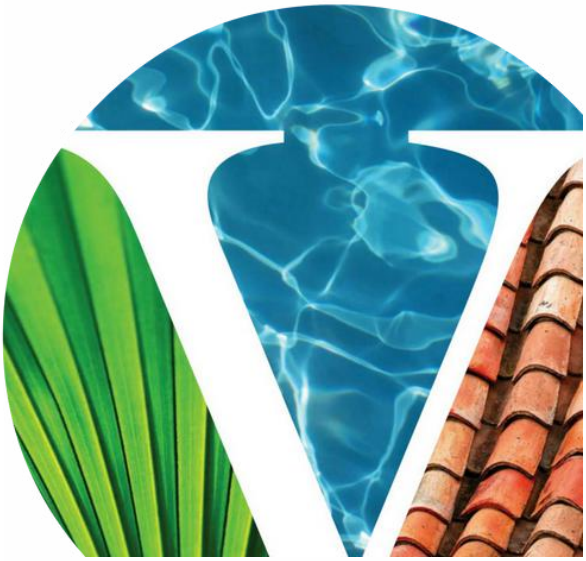
Maintenance Services
- Inspections
- Preventive Maintenance
- Major Maintenance Project Management
- Pressure Washing
- Handyman Services
- "Snowbird" Services

Financial Services
- Collections
- Payroll
- Accounts Payable
- Budgeting
- Tax Preparation
- Audit Facilitation
- Financial Statements

Investment

Financing for Facilities and Infrastructure
- Purchases
- Refinancing
- Renovations
- Technology Installations
- Upgrades

Financing for Developers
- Financing for early sale of community assets
- Arrangement of amenities management and ancillary services
- Turnkey financing and third-party ownership which can free up developers to focus on selling homes



REFERENCES

Community Name: Grand Haven CDD
Contact: Kevin Foley, Chairman
Contact Phone: (617) 947-7441
Contact Email: Kfoley@ghcdd.com
Project Type: Planned community of 1,000+ homes
Location: Palm Coast, Florida

Community Name: Beach CDD
Contact: Matt Calderaro, Chairman
Contact Phone: (904) 860-8260
Contact Email: boardmember5@beachcdd.com
Project Type: Planned community of 945 homes
Location: Jacksonville, FL

Community Name: Marshall Creek CDD
Contact: Rich Luciano, Chairman
Contact Phone: (603) 557-2972
Contact Email: richlucianocdd@gmail.com
Project Type: Planned community of 1,500 homes
Location: St. Augustine, FL

Community Name: Parkland Preserve CDD
Contact: Cindy Klein, Supervisor
Contact Phone: (312) 881-9596
Contact email: kleincynthia10@gmail.com
Project Type: Planned community of 367 homes
Location: St. Augustine, Florida

"I highly recommend Vesta for their excellent management services. Their team excels in every way and meets the needs of our District and with their support, we're able to keep our District safe and in compliance, continually make positive progress for our residents, and foster a clean and beautiful environment that is enjoyable for all.

Our District manager works with our CDD Board to help us achieve the goals of the District in a very professional, knowledgeable, and expert manner. Again, we are grateful to our District manager and Vesta for setting us up for success."

Jennifer Whelihan, Chair; Board of Supervisors - The Preserve at South Branch CDD

QUALIFICATIONS & EXPERTISE

The following outlines Vesta's specific experience, qualifications, and duties related to the general District Management services.

M

Meetings, Hearings, Workshops, Capital Planning

- Plan, Organize, Lead, and Facilitate/Conduct all Meetings, Workshops and Public Hearings
- Supervisor Orientations, Training, and Serving as a Trusted Advisor
- Lead Boards in Executive Goal Setting for the District
- Bond Refinancing, Assessment Methodology, Establishments

C

Capital Planning

- We offer Strategic Long-Term Capital Planning, using reserve studies and financial outlook analysis modeling
- Executive-level experience in all aspects of long-term infrastructure budget management

R

Records

- We maintain a robust, highly organized filing system when it comes to District records. Everything from communications to meeting minutes invoices and check registers are archived and maintained by our professional team of Administrators.
- Like our Accounting team, our Administrators are readily available to assist with any document or record required by Supervisors and to respond to Public Records requests of the District. The administrator will be proficient in providing requested information quickly.

D

District Operations

- Plan, organize and lead in the operational oversight of CDDs with operations and capital budgets in excess of $25 million
- Oversee performance of Amenity and Field Operations personnel, vendors, and District contracts
- Experienced District Managers with prominent level of Facilities Operations knowledge in public works, infrastructure improvements including, stormwater systems, roads, and bridges and highly-amenitized facilities

A

Accounting & Reporting, Audits, Budgeting, Administration, Assessments & Revenue Collection

- Accounting administration of combined operational and debt service budgets in excess of $41.3 million
- Placing special assessments on County tax bill, and/or collect directly, for 21,487 parcels throughout 10 counties in Florida
- Provided construction accounting for capital improvement programs in excess of $80 million
- Assessment consultant on 55 CDD bond issuances; issuing, refunding, or restructuring debt in excess of $450 million

PROPOSED SCOPE-OF-SERVICE: DISTRICT MANAGEMENT SERVICES

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

Task 1 - MANAGEMENT

A. Attend and conduct all regularly scheduled and special Board of Supervisors ("Board") meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
B. Ensure compliance with all statutes requirements affecting the district which include but are not limited to:

1. Certify Special District Update Form, submitted to the Special District Information Program Department of Economic Opportunity each year.
2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
4. Provide Form 1 Financial Disclosure documents for Board Members
5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
9. Maintain and file Disclosure of Public Financing and file with the Department of Economic Opportunity and each residential developer.
10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
11. Provide copy of approved proposed budget to the local government a minimum of 60 days prior to the public hearing on the budget.
    a. Provide written notice to owners of public hearing on the budget and its related assessments.
12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
16. Provide for submitting the regular meeting schedule of the Board to County.
17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.

20. Provide for public records announcement and file document of registered voter data each June.
21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
   a. Provide for the appropriate ad templates and language for each of the above.
24. Provide for instruction to Landowners on the Election Process and forms, etc.
25. Respond to Bond Holders Requests for Information.
26. Implement the policies established by the Board in connection with the operations of the District.

C. Assist in the negotiation of contracts, as directed by the Board.
D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
F. Monitor certificates of insurance as needed per contracts.
G. Answer Project Status Inquiries from Contractors' Bonding Companies.
H. Provide an office location to handle and respond to written, phone, or e-mail inquiries from the public.
I. Provide 24/7 contact information to Board of Supervisors.

Task 2- ADMINISTRATIVE

A. Prepare agendas for transmittal to Board and staff seven (7) days prior to Board Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
C. Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.
   1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

Task 3 - ACCOUNTING

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
   a)Chart of Accounts
   b)Vendor and Customer Master File
   c)Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
   a)Cash Investment Account Reconciliations per fund
   b)Balance Sheet Reconciliations per fund
   c)Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Manage banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
   a)Review statutory and bond indenture requirements
   b)Prepare Audit Confirmation Letters for independent verification of activities.
   c)Prepare all supporting accounting reports and documents as requested by the auditors
   d)Respond to auditor questions
   e)Review and edit draft report
   f)Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
   a)Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
   a)Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
   a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
   a)Vendor Contract completion status
   b)Verify Change Orders for materials
   c)Check for duplicate submittals
   d)Verify allowable expenses per Bond Indenture Agreements such as:
      (1)Contract Assignment
      (2)Acquisition Agreement
      (3)Project Construction and Completion Agreement
3. 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 and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.

4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. 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.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

Task 4 - FINANCIAL AND REVENUE COLLECTION

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bondholder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

Task 5 – INFORMATION TECHNOLOGY & WEBSITE ADMINISTRATION

Proposer shall ensure that the District's website remains in compliance with all applicable Florida law regarding the content and functionality of such web site and provide for the long- term storage of all web-site content and email in compliance with all applicable Florida law for public entities regarding records retention.

Task 6 - ADDITIONAL SERVICES

A. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
   a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.

B. Bond Issuance Services

1. Special Assessment Allocation Report;
   a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
   b) Prepare Master Special Assessment Allocation Report and present to District Board and staff.
   c) Prepare Supplemental Special Assessment Allocation Report and present to Board and staff.
2. Bond Validation:
   a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to Board as part of the Bond Resolution (if needed).
   b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant

C. Amendment to District boundary;
D. Grant Applications;
E. Escrow Agent;
F. Community Mailings through the U.S. Mail e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
G. Extraordinary Public Records Requests Requiring Significant Effort to Fulfill
H. Litigation Support - Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues

Task 7 - ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers
   1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
   2. Issue lien releases for properties which prepay within in the District.

B. Bond prepayment processing
   1. Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
   2. Maintain collection log showing all parcels that have pre-paid assessments.
   3. Prepare, execute and issue release of lien to be recorded in public records.

DISTRICT MANAGEMENT SERVICES

Scott Smith
Vice President, District Services

Scott has excelled for over 20 years with extensive community management-hospitality services industry experience, having been a District Manager, HOA Manager, and worked in the hospitality operations field. Since joining Vesta in 2020, Scott has worked closely with our frontline management teams in our Greater Tampa, Orlando and Jacksonville markets and most recently provided strong regional support for our best-in-class amenity operations across multiple regions in Florida.

He has recently transitioned to overseeing and supporting the District Services division for Vesta. Scott is also a graduate of the *Leadership Tampa Bay* Class of 2020.

Kyle Darin
Regional Director, District Services

Kyle has been with Vesta Property Services since 2021, first serving as our onsite General Manager at MiraBay (Harbor Bay CDD) in Apollo Beach. Prior to Vesta, Kyle held executive leadership roles in world-class hotels and resorts in Tampa. Boca Raton, Las Vegas, and Orlando. Kyle specializes in operations and process management, having led several optimization and efficiency initiatives during his operational career at locations such as the Boca Raton Resort & Club, a Waldorf Astoria Resort, The Hilton and Waldorf Astoria Bonnet Creek, and The Venetian | The Palazzo Las Vegas.

With over 15 years of leadership experience, Kyle has managed budgets in excess of $100M, teams as large as 4,000 associates, oversaw and managed several capital projects, hotel and community clubhouse renovations and rebranding, and brings with him a passion for service excellence, employee training, and effective management of staff. In his role as District Manager, Kyle is able to provide valuable counsel to boards, sharp insight during the budget process, professional and effective communication, and skilled leadership and management of vendors and fellow staff. Kyle prides himself on building, maintaining, and improving relationships across all industries, and is able to leverage those relationships to the benefit of his clients.

DISTRICT MANAGEMENT SERVICES

Heath Beckett

Proposed District Manager

Heath Beckett is the District Manager overseeing the Tampa and Orlando markets. He joined Vesta Property Services three months ago, bringing over 23 years of experience in the hotel and hospitality industry. Heath has held various leadership roles throughout his career, quickly rising through the ranks to become a General Manager at Hilton and, most recently, at Marriott properties.

With a strong background in operations and a passion for delivering exceptional customer experiences, Heath's expertise aligns seamlessly with the community management industry. His hands-on approach and dedication to service excellence make him a valuable asset to the Vesta team.

Heath holds a degree in Data Communications from Cincinnati State College. His combination of technical knowledge and hospitality experience allows him to bring a unique perspective to his role, ensuring communities receive top-tier service and operational efficiency.

DISTRICT MANAGEMENT SERVICES Cont'd.

Logan Muether

Senior Financial Analyst

Logan Muether is Vesta District Services Senior Financial Analyst with experience relating to special district formation, implementation, financing and management. He has been working with DPFG/Vesta since 2019 and became the Senior Financial Analyst in 2021. Logans primary responsibilities include management and applications of special assessment bonds and methodologies, strategic financial planning, and financial analysis for clients.

As Senior Financial Analyst of our District Management Services Division, Logan develops and prepares the annual budgets and administers all annual assessment rolls for Vesta District Services. During his tenure, Logan has developed budgets totaling over $200M in special assessments on behalf of the special districts. Logan holds a Bachelor's of Science in Business Administration with a focus in finance from Florida Southern College.

Johanna "Skye" Lee

Controller - District Services

Skye Lee has 17 years in accounting and financial services. Before joining the Vesta Corporate Accounting team in 2020, Skye was responsible for overseeing the accounting in over 200 properties in the residential and commercial industry, as well as serving as a Development Analyst. She specialized in auditing, acquisition and disposition underwriting, due diligence, and construction accounting.

As Controller for our District Management Services Division, Skye oversees our staff accounting team members who are responsible for budgeting and forecasting and financial statement accounting as well as construction accounting. She oversees Accounts Payable, Accounts Receivable and our Payroll Services.

Patricia Kerr
Account Manager

Ms. Kehr has 27 years of Governmental accounting experience, ranging from the Federal Government to Municipalities to Community Development Districts. Before joining Vesta, she worked for the Dept. of Defense, the Dept. of Justice, and a County in Florida.

Her responsibilities have included handling several major funds and the fixed assets on behalf of a large municipality. She conducted annual fixed asset training and annual Disaster Assessment training. Ms. Kehr was part of the accounting team that prepared the Comprehensive Annual Financial Report for the County for eleven years.

Ms. Kehr is well-versed in GAAP and GASB Standards, FEMA accounting requirements, financial analysis and reporting, and GL reconciliation.

Jacquelyn Leger
Senior Administratior

Ms. Leger is responsible for managing our Special Districts Administration Department. She oversees all the administrative responsibilities including the departments records management procedures and implementation guidelines through the State of Florida, Division of Library and Information Services and Bureau of Archives and Records Management.

Under the oversight of Ms. Leger, our Administrative Department ensures the proper preparation of agendas for Board meetings and workshops, compiling necessary information for the assembling of the meeting agenda packets. Her team of professionals support the District Manager's responsibilities, by updating the District's meeting schedules and coordinating the proper legal/public notice and advertisement requirements for all meetings, Requests for Proposals and Public Hearings. The Administrative Department collects, stores, and transcribes the audio recordings into meeting minutes, coordinates the dissemination and proper signatures of resolutions, contracts and other District documents as approved/adopted by the Board and appropriately retains them in the District's files.

Ms. Leger has earned her bachelor's degree in Technical and Scientific Communication – Creative Writing from The University of Central Florida and her Masters in Library and Information Science from the University of Washington.

TOP WORK PLACES

CORPORATE LEADERSHIP TEAM

David Surface

Chief Executive Officer

David has been the CEO of Vesta since 2020, overseeing the company's executive team and day-to-day operations. During the past decade, he has been significantly responsible for Vesta's strong growth by spearheading our mergers-and-acquisitions and strategic partnerships. As a result, Vesta has tripled in size during this period and achieved widespread recognition as a leading, full-service property management company in Florida.

His career experience includes all aspects of real estate, both commercial as well as residential. Prior to joining Vesta, David was managing partner for a real estate finance, management, and brokerage company serving institutional clients

Chrissy Richie

Chief Accounting Officer

Christine was appointed Corporate Controller in June 2013 to oversee the accounting functions and human resources administration for Vesta Property Services. She previously served as Chief Financial Officer for a multimillion-dollar healthcare provider operating in 14 states. With over 25 years of leadership experience in corporate finance and accounting, Christine has developed accounting and financial infrastructure for multiple start-up companies that include accounting systems, compliance, and risk management, as well as implementation of employee benefit plans, employee policies and procedures, and training and organizational development.

Daniel Armstrong

Chief Financial Officer

Dan oversees the financial and administrative functions of Vesta's corporate entity. His career has included the performance and oversight of accounting, administrative services, and financial reporting for a range of entities, from large corporations following SEC requirements, to the not-for-profit associations, social clubs and trusts which serve many of our clients, and special-purpose entities that provide financing for purchasing related association facilities.

Dan started as a Florida CPA at Deloitte & Touche in 1993, specializing in the audits of publicly traded and real estate clients. He joined Vesta as Controller in 2001.

> We work so our residents can love where they live

COMMUNICATION PLATFORM

Utilizing the latest technology, we created Vesta Vantage Pro® as a communication and productivity tool for boards, committees, and residents. Easy-to-use and maintain, Vesta Vantage Pro® provides your community with a platform to distribute information, educate, and support the community. Our online services will help you efficiently and economically:

- Target and send group emails.
- Collect resident information.
- Support resident services and access to information.
- Provide education on procedures and rules.

Your Community Website and/or downloadable applications can be sent to your mobile device, so residents and stakeholders will experience the ultimate level of service, convenience, savings, and management efficiency.

Online Forms:

Bring our management office online for convenience and "an office that never closes."

Board Member Access:

Board Members can access all financial reports, maintenance reports, homeowner accounts, violation history and all other community information.

Online Resource Center:

Offers a secure, easy-to-organize, centralized location for important documents such as covenants and bylaws, board and committee meeting minutes and newsletters. Association information is in one place – online and available 24 hours a day, 7 days a week.

Messenger Service:

Notify individual residents, board members, or committee members of matters requiring immediate attention; to send a reminder about an upcoming event; and to distribute documents electronically (governing documents, newsletters, etc.).

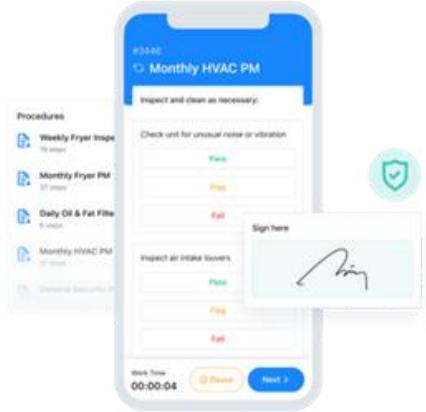
For Our Employees:

Vesta's Managers are equipped with the latest software to access Community documents, edit, sign, and send while out in the field.

Community inspections (see details on next page) are efficiently managed through our ability to send pictures and notes of homeowner violations (regarding our HOA Management engagements) or Vendor issues direct to our database for documentation.

WORK ORDERS, INSPECTIONS, & PREVENTATIVE MAINTENANCE SOFTWARE

Included in Vesta's Proposed Management Fee

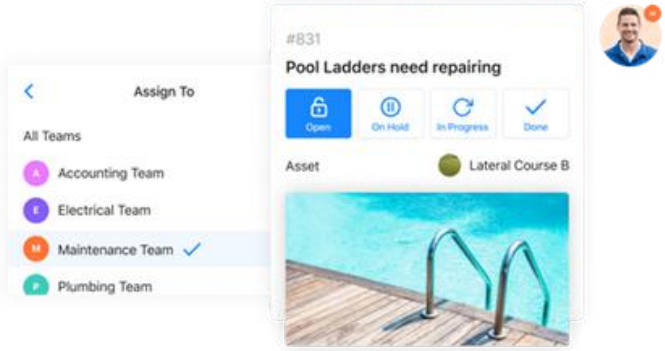


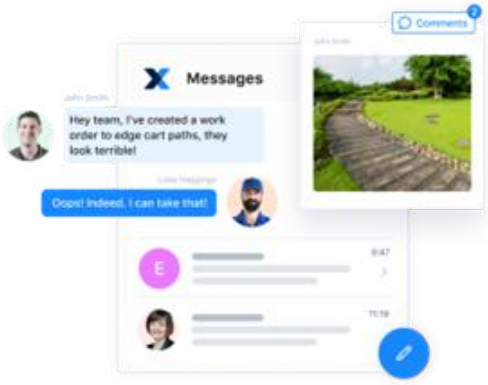
Schedule Inspections

Never worry about an inspection falling through the cracks. We set due dates and repeatability settings and get alerts when inspections are past due. We all ensure everyone is using the most up-to-date inspections and performing work accurately.

Work Orders

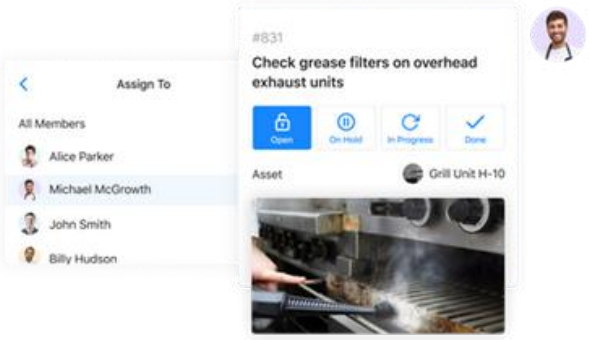
Know what's working and what isn't, and who is fixing what, when. We assign Work Orders to our Team (or vendors) to fulfill maintenance requests related to community assets, infrastructure, and equipment. (Allows tasks to be scheduled with staff as well as vendors.)





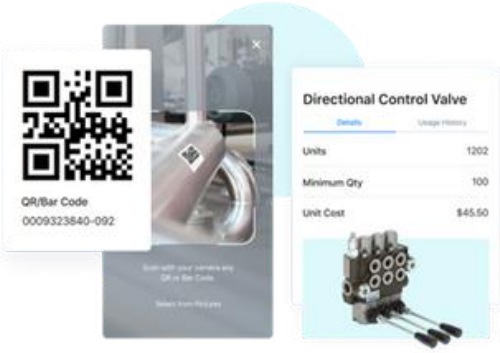
Collaborate

One centralized communication platform. No more switching between emails, phone calls, and text messages to discuss work to be done.



Maintain Quality Control

Reduce downtime and ensure that your equipment runs safely and efficiently to meet or surpass standards.



QR and Barcode Scanning

Manage parts, inventory, and assets with barcode scanning. This allows management to pull warranties, invoices, and work orders on one specific item. For example, a QR Code would be added to a pool heater. Maintenance tech/vendor would be able to add a warranty, work order details, etc. In the field.

"Vesta has done an outstanding job and continues to adapt to the ever-changing environment and needs of the community and its residents. Vesta has seen the amenities are maintained in the most up-to-date manner and one the residents are proud of.

I, along with the rest of the Board, would highly recommend Vesta for any position for which they may be considered."

Jack Davidson, past President Federation Board, Kings Point Sun City Center

FEE-SCHEDULE FOR VESTA'S PROPOSED SCOPE OF SERVICES

Vesta proposes to maintain our fees shown below through Fiscal Years 2025 and 2026. Our fees include services for District Management, Administration, Recording, Financial Accounting for General Fund, Debt Service Funds and a Reserve Fund, and the Assessment Roll and Dissemination Services provided to VillaSol Community Development District (the "District").

SERVICES	PROPOSED FEES
District Management	$50,000
Administrative Services	Included
Accounting Services	Included
Assessment Roll Administration	$5,000
Website Administration	Included
Dissemination Agent	$1,000
TOTAL	**$56,000**
Optional Field Services	$13,000 (Once-a-Month Inspections) $20,000 (Twice-a-Month Inspections)

District Management Services Include:

- Up to a total of twelve (12) meetings and one (1) workshop per year; each up to four (4) hours in length.
- Administrative and Accounting functions.
- Tablets/electronic device for Supervisors' use at meetings.

NOTE: Website Administration listed above does NOT include *hosting* the website. This is normally performed by a third-party provider (such as Campus Suites), which is contracted directly with the District (not through Vesta) and which ensures the required ADA compliance on behalf of the District.

FEE-SCHEDULE FOR VESTA'S PROPOSED SCOPE-OF-SERVICES *cont'd*

Assessment Administration Services Include:

- **Assessment Roll Preparation Services**

Preparation of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing, as well as responding to property owner and realtors for Estoppel letters, bond payoff information and other collection related work.

Extended or Extra Board Meetings:

Any extra meeting(s) beyond what is stated in the contract or meeting-duration *exceeding a 4-hour duration* may be charged a Meeting Overage Fee.

Information Technology & Website Administration:

- **Initial work to migrate, host the website and pages.**
- Ensure updated district documentation and contacts are posted on a monthly bases.

NOTE: All annual fees for the Services listed above shall be billed on a monthly basis in 12 monthly installments. Any fees for additional services will be billed following services rendered.

SCHEDULE OF ADDITIONAL SERVICES OFFERED AND FEE-SCHEDULE

1. **Additional District Meetings:** The Fees proposed are based upon the District holding up to twelve (12) regular meetings and one (1) budget workshop each year, that each last up to four (4) hours in length.
   - $175/hour: An additional $175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
   - $800 per meeting: Additional meetings or workshops outside of the aforementioned amount will be billed at a total fee of $800 per meeting.

2. **Postage and freight are not included in this proposal.**

3. **Debt Service Fund Accounting & Assessment Collection Services:** If the District issues additional debt, the proposed fee for these services would be $5,500 annually per bond issue.

4. **Assessment Methodology Consultant Services (Special Methodology Reports):**
   - New Bond Issuance Fee: $25,000 per new bond issuance.
   - Refinance Fee: $15,000 per bond refinance
   - Bond Anticipation Notes: $15,000 per issuance.

5. **Additional Services:** Should Vesta Property Services, Inc. be requested to provide additional services not covered in this proposal, fees for such services shall be negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.

Contact Us

250 International Pkwy #208
Lake Mary, FL 32746
(321) 263-0132

Rizzetta & Company
Professionals in Community Management

PROPOSAL

VillaSol Community Development District

Prepared for: Board of Supervisors

ORLANDO OFFICE
8529 South Park Circle, Suite 330
Orlando, FL 32819
813.933.5571 | rizzetta.com

FIRSTLY

THANK YOU

FOR CONSIDERING US!

Rizzetta & Company
Professionals in Community Management

January 29, 2025

Board of Supervisors
VillaSol CDD

RE: Community Development District Management Services

Dear Supervisors,

Rizzetta & Company appreciates the opportunity to present our qualifications to serve as District Manager for VillaSol Community Development District. With 39 years of experience and a state-wide presence, we are prepared to handle all present and future projects for the district.

As one of the largest providers of district management services, we are uniquely qualified to understand the complexities of managing a community development district. Our proposal outlines a knowledgeable team, including Brian Mendes as your proposed Lead District Manager. He'll have the support of Matt Huber as 2nd Chair District Manager, Melissa Dobbins our Regional District Manager, and a large team of district services professionals to ensure transition and daily operations run smoothly.

Even though you may only see your district manager at your meetings, your district would be supported by three accounting professionals, a financial associate, and a dedicated administrative assistant. So, you would have a team of seven that would work for your district on nearly a daily basis. All those professionals take immense pride in their work to ensure that your district always remains in compliance and fulfils all its obligations.

Thank you for your time and consideration of our proposal. We look forward to meeting with you and the Board of Supervisors to review and discuss our proposal in detail. Should you have any questions or require additional information, please feel free to contact Scott Brizendine at sbrizendine@rizzetta.com

Very truly yours,

Scott Brizendine
Vice President of Operations

CONTENT

OUR STORY
... SO FAR

Rizzetta & Company is a Florida-based professional community management and consulting firm that provides services to residential and commercial communities throughout the state of Florida. With over 39 years in the industry, Rizzetta & Company, is staffed with highly experienced managers and support staff. Each of our eight offices throughout Florida has a team of employees with diverse backgrounds, both personally and professionally, who provide the highest quality services to our clients.

Rizzetta & Company was founded in 1986 in Tampa, Florida by William Rizzetta. The original focus of the Company was to provide professional assessment consulting services for Community Development Districts in association with the issuance of bonds. As the Company's reputation for excellent work and customer service grew, the practice expanded over the next thirty years by adding related services which resulted in today's "Full Service" organization.

OFFICE LOCATIONS

HEADQUARTERS
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

OUR MILESTONES

1986
Rizzetta & Company was founded.

1992
Collection agent services were added for Community Development Districts to support the process of bond repayments.

1996
Community Development District Management services were added.

1998
As a natural counterpart to District Management, Association Management was introduced.

2008
Seeing a growing need for Amenity Services at the request of various clients, Amenity Services was introduced.

2009
In addition to the growing Amenity Management services, the need for more landscape oversight led to adding our Field Services.

2011
With the departure of various companies from the marketplace, Continuing Disclosure services were added to provide various compliance reporting for Districts and Bondholders.

2013
Due to the recession, some Districts were in financial crisis and required the formation of Special Purpose Entities to manage them through these times. Our firm was asked to take on many of these projects as an additional service.

2015
The continued growth in technology & changes to Florida Laws, Technology Services was introduced to provide website development and hosting, along with email and support services to our clients.

2016
Rizzetta & Company celebrated its 30th anniversary.

2020
Rizzetta & Company was designated an approved educational provider of Association Board Member Certification from the Florida Department of Business and Professional Regulation.

BY THE NUMBERS

39
YEARS OF EXPERIENCE EST. 1986

150+
ASSOCIATION SERVICES CLIENTS

55
ASSOCIATION SERVICES TEAM MEMBERS

20+
AMENITY SERVICES CLIENTS

100
AMENITY SERVICES TEAM MEMBERS

120+
DISTRICT SERVICES CLIENTS

50
DISTRICT SERVICES TEAM MEMBERS

DISTRICT SERVICES

STRESS FREE
MANAGEMENT
FOR YOUR DISTRICT

AREAS OF SERVICE

Rizzetta & Company would provide professional district management services to VillaSol CDD pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below:

Management

- Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, and workshops.
- Arrange for time and location and all other necessary logistics for such meetings.
- Ensure compliance with all statutes affecting the district which include but are not limited to:
  - Assist in the negotiation of contracts, as directed by the Board of Supervisors.
  - Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District.
  - Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
  - Monitor certificates of insurance as needed per contracts.
- Routine site inspections to verify the state of repair for all District assets
- Review and create as needed a periodict maintenance schedule for District assets

The District Manager is not a role filled by an individual, rather it is a commitment by a team of motivated and skilled employees. We recognize that our role is more than an individual orchestrating a Board meeting. It is to ensure the District is fully compliant with statutory requirements and managed effectively and efficiently. Given Rizzetta's physical footprint across the state and extensive staffing resources, we are uniquely qualified to respond to the needs of your District.

Administrative

- Prepare agendas for Board of Supervisors meetings
- Provide accurate minutes for all meetings and hearings.
- Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents per general records schedule GS1-SL.
- Certify and file the annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.

Rizzetta has been electronically providing agendas to our Boards for a number of years resulting in substantial savings in printing costs to the Districts. We go one step further by providing electronic tablets to Board member for use during the meetings. This approach also allows immediate posting on the CDD website as required by statute. Audio recordings of the board meetings are stored on our Raid 5 disk array which is redundantly backed up to both a local and cloud storage appliance.

Accounting

Services include the monthly preparation of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Rizzetta uses Sage Intacct Fund Accounting software that is designed specifically for governmental fund accounting. Our accounting processes have multi-level reviews to insure proper internal control and accuracy. The result of our accounting infrastructure is an industry recognition by auditing firms that the books and records of Rizzetta managed districts are exceptional.

Financial & Revenue Collection

Services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations.

Our staff has significant expertise in assessment roll preparation and required certification to county Property Appraiser offices. Because of our experience, we enjoy a great relationship with those staff throughout the state. In addition, the required direct billings for property not on the tax roll are managed in concert with the same familiar staff.

We are organized to efficiently respond to property owner questions regarding District assessments and issue estopel letters and lien releases as needed for property transfers

Bond Issuance Services

When the District is ready for a major augmentation that may require additional bonds; we can help by:

Preparing a Special Assessment Allocation Report;

a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.

c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments.

Bond Validation;

d) Coordinate the preparation of a Bond Validation Report which states the “Not-to exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
e) Provide expert testimony at bond validation hearing in circuit court.

Certifications and Closing Documents;

f) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

Because providing bond issuance services was the cornerstone on which Rizzetta was founded, our expertise in this area is unparalleled. The special assessment allocation methodology report has been continually refined over the years to reflect new financing methods that are acceptable to the industry.

Landscape Inspection Services

Landscape Inspection Services conducted by certified and experienced advisors is the fastest growing business sector at Rizzetta. As the District’s live assets generally represent the largest maintenance expenditure. Our Field Services team presently services 40 communities preparing monthly reports for District Boards wanting their greenspace to be unrivalled. Working alongside the District Manager, monthly inspections ensure irrigation, vegetation and landscape maintenance are working in concert to create the appealing environment envisioned by the original landscape architect.

Amenity Services and Management

Rizzetta & Company provides expert general management and oversight of the amenity contract with the District within the agreed upon scope of service. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight, and evaluation.

As required, the Amenity Services representative will attend meetings to provide any updates or address concerns as well as be available to any board member for open and direct communications.

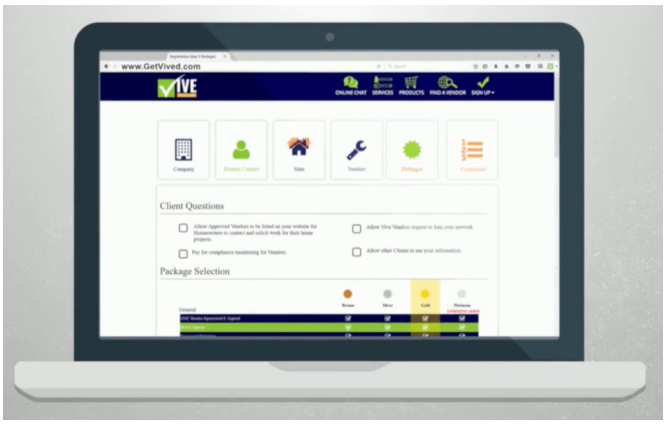
Technology Services

Our Technology Services host District websites for purposes of updating records to ensure the websites remain in compliance with statutory requirements. Having this service under the same roof as District Management ensures details are not missed and critical filings are consistently observed. A third-party vendor performs the ADA mediation of the website. We also host and archive District specific e-mail accounts, if necessary.

TECHNOLOGY TOOLS & RESOURCES

Vendor Management Software

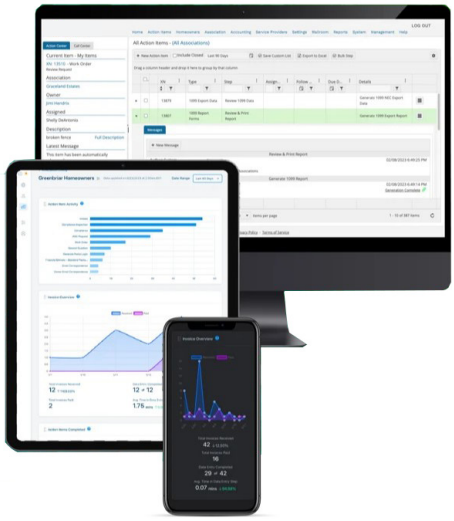
VIVE



As leaders in the industry, we are continually looking for ways to improve the level of service we offer and protect the communities we serve. To enhance our Vendor Compliance Program, we have partnered with Vendor Information Verification Experts (VIVE) as the platform to support the program.

We chose to move vendor vetting to VIVE to ensure consistent compliance amongst similar vendors, speed up the review process, and allow our managers to have real-time information to properly screen vendors for insurance and trade licensing. The choice to engage with a particular vendor will always be in the hands of the board of supervisors. Our goal is to provide our clients with information to help make educated decisions.

Client Support System



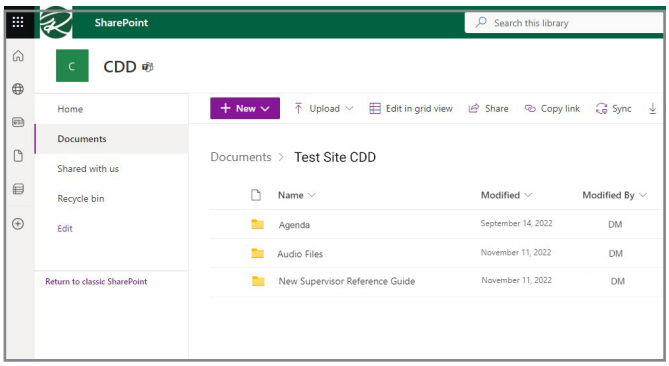
Dedication to our clients is one of the driving principles at Rizzetta & Company. We're here to help our communities thrive and offer support in ways that are convenient for our board of supervisors and residents. Our integrated, client-focused system, helps our staff manage requests across platforms and efficiently connect with internal teams and external partners.

This industry-leading system allows our team to deliver immediate assistance while providing superior customer experience over the phone or e-mail. Making it easier to track, prioritize and streamline the processes to provide faster resolution.

Document Management System

You're just a click away from what you are looking for with your dedicated SharePoint Site. This web-based collaborative platform will allow you to quickly find District information and share files, data, news, and other resources. SharePoint empowers teamwork, seamlessly integrates with Microsoft Office, and securely connects across PCs, Macs, and mobile devices.

SHAREPOINT

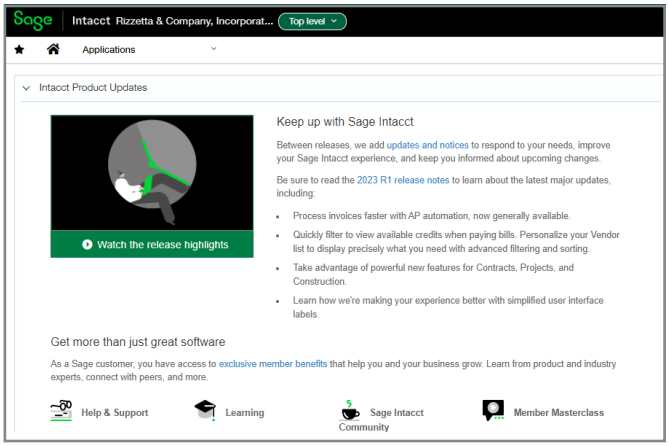


Customize your site to streamline your District's work. Accelerate productivity by transforming processes—from simple tasks like notifications and approvals to complex operational workflows.

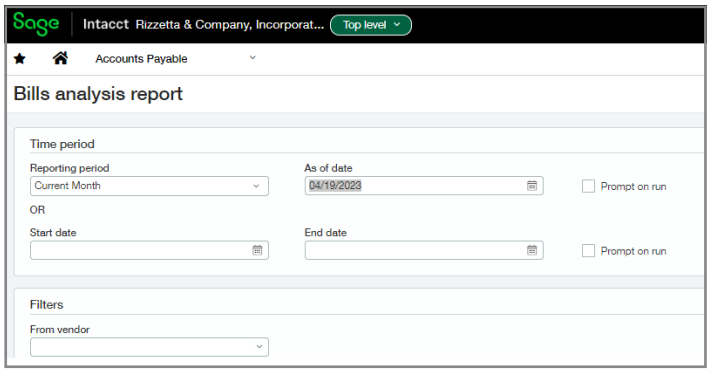
Financial Management Software

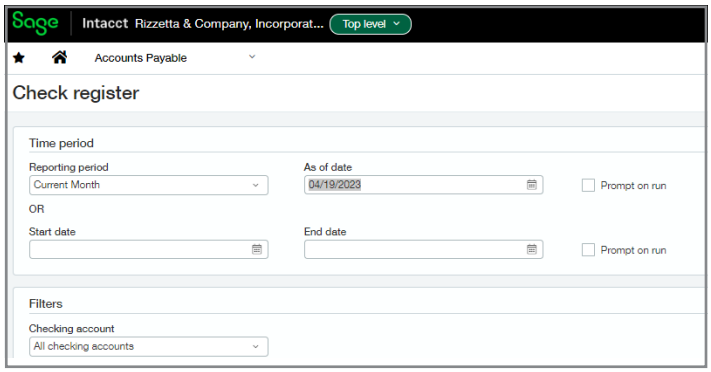
Sage Intacct will simplify your accounts payable and payment processes and get convenient, secure access to all your financial information. One District account login provides access to real-time accounting information. Sage Intacct integrates with existing tools and automates processes.

SAGE INTACCT



- *Accounts payable:* Streamline workflows and see expenses.
- *Cash management:* Track multiple accounts with real-time visibility.
- *Back transactions:* View written checks, deposits, and monthly statements.
- *Financial Statements:* Easily track transactions at anytime from anywhere





WHY CHOOSE US?

Clients choose us because we have the experience to create robust, integrated solutions based on each District's unique needs, budget, and long-term goals.

Extensive Experience

- Rizzetta is the only **"original"** Community Development District Management company continuously providing services to Districts since the first CDD (Tampa Palms) issued bonds in 1986. Today, 38 years later, Bill Rizzetta continues to manage his company on a daily basis. In addition, Rizzetta brings extensive industry knowledge and influence at the legislative level.
- The first District Management company to successfully merge multiple separate CDD's into a unified District.

Result-Driven & Client-Focused

- District Finance team has vast knowledge having been involved in over 250 separate Bond Transactions with total funding exceeding $3 Billion; served as the Dissemination Agent for over 80 Districts; and prepared over 1,700 Tax Assessment rolls.
- District Accounting staff has been audited over 3,000 times (each District is audited annually) with no findings of internal control issues or fraudulent activity.
- We have established a dual team approach where an assigned Lead District Manager handles daily operations and the 2nd Chair District Manager ensures continuity of service by a qualified District manager when the Lead District Manager is out of the office.
- Rizzetta's continuous improvement culture compounded with relentless training of all staff provides for ever increasing levels of service and performance.

Training & Infrastructure

- As part of the transition process, we provide an Onboarding Workshop to go over responsibilities and contracts with Board of Supervisors. We also offer free training sessions to new board members to gain better understanding of how the community should operate.
- Rizzetta made significant investments in its information infrastructure to harden its protection of Public Documents and enhance the electronic communication with Board members. Public documents are now protected with multi-factor authentication, cloud storage, professional patch management and hardware replacement policies.
- Rizzetta introduced "electronic agendas" to Board meetings negating the need to print and bind thousands of pages by providing electronic tablets for Board use during all meetings.

PROPOSED PRICING

District Services Provided	Budget	Rizzetta
District Management	***$51,450***	***$48,878***
Up to 12 Meetings per year and 1 budget workshop. Recording, Notice, Administrative Support, Public Records Repository and Distribution District Operations. Administrative Fees: - For all meetings exceeding 3 hours $175/per hour - For additional meetings $175/per hour (includes drafting agenda, meeting attendance, and drafting of minutes)		
District Accounting	***No budget***	***Included***
Monthly Financial Package per GASB Budget Prep and Monthly Monitoring		
Assessment Roll Administration	***$5,000***	***$5,000***
Prepare Annual Assessment Rolls and Submit to County Tax Collectors and Property Appraisers Create and Maintain the Assessment Rolls		
Annual Finance and Revenue Collections	***No budget***	***Included***
Estopple Issuance Debt Management		
Continuing Disclosure Services	***$1,000***	***$1,000***
Serve as the Dissemination Agent for All Bond Issuances to Ensure Compliance with the Security & Exchange Commission Rule 15c2-12 ($1,000 for each additional bond issuance)		
Technology Services	***$1,200***	***$1,200***
Website Monitoring and Monthly Content Uploads		
Postage & Delivery	***$800***	***Included***
Printing & Binding	***$1,500***	***Included***
TOTAL	***$60,950***	***$56,078***
8% Savings	**$4,873**	

VILLASOL CDD DEDICATED

TEAM MEMBERS

Rizzetta & Company prides itself on the experience and dedication of its collective staff. When you engage Rizzetta, you have a combined group with hundreds of years of experience at your service.

Brian Mendes

Lead District Manager

Brian Mendes is a District Manager at our Orlando office. He spearheads the management and ongoing administration of districts spanning Brevard, Lake, Osceola, Polk and St. Lucie counties. These districts, comprising both developer and resident-controlled boards, benefit from Mr. Mendes' strategic vision and operations.

Mr. Mendes is a seasoned executive who has served as the Chief Operating Officer for his previous company, overseeing multiple departments and orchestrating seamless coordination among them to drive organizational efficiency and effectiveness. Prior to joining the Rizzetta team, Mr. Mendes also excelled as an executive leader in the hospitality industry, accumulating over eight years of experience optimizing systems, achieving financial goals and enhancing client satisfaction.

Mr. Mendes holds an A.S. in Business Administration from Daytona State College and is a licensed notary public in Florida.

Matthew Huber

2nd Chair District Manager

Matthew Huber is a Regional District Manager for Rizzetta & Company, Inc., and oversees the management team in our Tampa Bay market, with offices in Tampa, Wesley Chapel, and Riverview. He was named to the position in August of 2020.

Mr. Huber most recently served as a District Manager in the Tampa office, overseeing a portfolio of Community Development Districts in Pasco, Hillsborough, and Manatee Counties. Prior to that he served as a District Manager in the Wesley Chapel office. Mr. Huber started with Rizzetta & Company, Inc., in 2006 as a District Manager for our Fort Myers area clients in Lee and Collier County.

Prior to joining Rizzetta & Company, Inc., Mr. Huber worked as a Land Development Project Manager with DR Horton in the Fort Myers area. While working as a Land Development Manager, Mr. Huber gained valuable development knowledge that assists him in his management of his Districts. In addition to his development experience, Mr. Huber also has sat as CDD Board member, serving on two CDD Boards as an Assistant Secretary. Prior to working for DR Horton. Mr. Huber interned with the Board of County Commissioners Long Range Planning Department in Polk County. With his experiences working in this department, he has gain valuable insight into government practices.

Mr. Huber received his Degree in Business Administration from the University of South Florida in 2005. He is a Licensed Community Association Manager and Notary Public in the State of Florida.

Melissa Dobbins

Regional District Manager

Melissa Dobbins is a Regional District Manager for Rizzetta & Company and is responsible for oversight of the St. Augustine, Orlando, Ft. Myers and Panama City office. Ms. Dobbins started with Rizzetta & Company in 2006 as a District Manager in the former Daytona Beach office.

Before joining Rizzetta & Company, Ms. Dobbins worked as an Education Administrator/Assistant Director at the post-secondary and university levels of academia for over six years. Ms. Dobbins' responsibilities included program development, training, evaluation, fiscal management, remediation, and retention. She created safe, professional, and fair environments by instituting quality control management and strategic leadership tactics.

In addition, she has diverse experience in sales and marketing while always ensuring the highest standards and quality service. Ms. Dobbins holds a B.A. in Business Administration from the University of Florida. After completing her undergraduate work, Ms. Dobbins obtained her M.A. in Education Administration from the University of Florida. She is also a Licensed Community Association Manager and a Notary Public in the State of Florida.

ACCOUNTING & FINANCE TEAM

- Patricia Bishop – Accounting Clerk
- Hanna Yi – Staff Accountant
- Venessa Smith – Senior Accountant
- Samantha Reese – Financial Associate
- Shandra Torres – Compliance Associate

AROUND THE REGION

We strive to provide exceptional and efficient service that meets our clientele's needs. The assigned District Manager is housed at our Orlando office.

CLIENTS IN THE AREA

Paula Hall - Chair

Estates at Cherry Lake
E: paulacdd24@gmail.com

Maria Borrero – Chair

Gramercy Farms
E: mborrero.gramercyfarmscdd@gmail.com

Jim Walker – Chair

Greater Lakes/Sawgrass Bay
E: Seat3@glsbcdd.org

Jason Torres – Chair

Town of Kindred
E: jaytcdd@gmail.com

John Valantasis – Chair

Town of Kindred II
E: jgvalantasis@drhorton.com

IMMEDIATE SUPPORT FOR VILLASOL CDD

TEAM MEMBERS

Scott Brizendine

Scott Brizendine is our Vice Present of Operations, Community Development Districts. His responsibilities include the oversight of all operations associated with Rizzetta's district services department including management, administration, accounting, financial and dissemination services. Most recently, Scott was the Manager of District Financial Services after serving 10 years as a District Manager and Associate Director, beginning his employment with Rizzetta in 2005. He has extensive experience managing special districts in Florida and Louisiana, as well as writing assessment methodology reports for 100+ bond issuances, processing assessment rolls and providing continuing disclosure services. He has served as an expert witness multiple times for litigation, district establishments, district boundary amendments and bond validation proceedings.

Prior to joining Rizzetta, Scott worked in the Finance Department of the Walt Disney Corporation and most recently he was employed as an Accountant for property management companies in Indianapolis as well as in Tampa.

Scott received a bachelor's degree in Finance from Florida State University. He is a licensed Community Association Manager and Notary Public. He is a member of the Florida Government Finance Officers Association, the Association of Florida Community Developers, and a graduate of Leadership Tampa Bay – Class of 2018. Scott has enjoyed volunteering his services to multiple charities including the Make a Wish Foundation, Metropolitan Ministries and The United Way.

Kayla Connell

Kayla Connell is part of the CDD management team having been with Rizzetta & Company since 2019 and manages the District Financial Services department where she and her staff are responsible for the preparation of tax rolls for the thousands of homeowners residing in Rizzetta managed Districts and the corresponding collection of the revenues from the various tax collection offices.

Additionally this department issues Estoppels for properties changing ownership, assists in individual District budget preparations and posts required disclosures to EMMA – the official source for municipal securities data and disclosure documents. She oversees the writing of assessment methodology reports for bond issuances, refundings and restructures; authoring Statement of Estimated Regulatory Costs reports for District establishment and boundary amendment petitions.

Kayla spends some of her spare time supporting Feeding Tampa Bay, Autism Speaks as well as as playing golf. Kayla received her Bachelor of Science in Finance from the University of Central Florida.

Michelle White

Michelle White is our Director of Client Accounting Services and oversees the accounting cycle associated with Rizzettas' Association and District divisions. Michelle joined Rizzetta & Company in November 2021 as the Manager of Association Accounting Services. Over the past 20 years, Michelle has worked in accounting within the public and private sectors. Before joining Rizzetta & Company, she worked for many years as a Senior Accountant for Bloomin' Brands, Inc. restaurant company, as well as working as an Accountant for several CPA firms.

In her current role, Michelle is responsible for the preparation of financial statements, processing accounts payable, recording and collecting assessments, reconciliation of bank statements, accounts receivable and collections, taxes, and annual financial reporting compliance, and all other accounting processes that periodically require attention and developing team members to their fullest potential.

Michelle received her Bachelor's degree in Accounting from the University of South Florida and is a Licensed Community Association Manager and Notary Public in The State of Florida. Michelle is a native of Florida who enjoys all the local beaches. She is a wife and mother of 2. Michelle also volunteers her time to serve on her own Association's board of directors.

Zack Feell

Zachary Feell is a Senior Financial Analyst for the Rizzetta & Company Corporate Team, responsible for Financial Planning & Analysis activities across all Rizzetta lines of business.

Over the course of his 2+ years at the company he has built various models to accurately forecast Rizzetta & Company Financials across CDD, HOA and Community Services; closely tracking client and expense activities, delivered to drive confident business decision making for Senior Management. Additional responsibilities include managing Real Estate loan activities, CDD payment verification controls and ad hoc Corporate Accounting projects.

Zachary spends his free time outdoors, as he enjoys traveling, hiking, and golfing. Zachary has worked in the Finance field for over 10 years and received his Bachelor of Science in Finance from Florida State University in 2011.

EXTENDED SUPPORT FOR VILLASOL CDD

TEAM MEMBERS

William (Bill) Rizzetta

Bill Rizzetta is the founder and President of Rizzetta & Company and has been responsible for the overall operation of the firm for over 35 years. In that time, he participated in the establishment and management of over 150 Community Developments Districts in Florida which issued over $3 billion in bonds in over 250 separate transactions and managed over 170 Homeowners Associations.

He received his B.S. from the U.S.F. College of Engineering and his M.B.A. from U.S.F. School of Business. He has been qualified as an expert witness and provided testimony in: bond validation hearings in circuit court; administrative hearings conducted by the State of Florida, local public hearings required for establishment of CDD's and the levy of special assessments and litigation regarding impact fee assessments.

He built Rizzetta on emphasizing the importance of giving back to the community and financially supports a variety of organizations including The Spring, Joshua House, Meals on Wheels, Athletes & Causes, Tampa Bay Heros and the Shriners. He previously served on the Board of Directors of the Tampa Lighthouse for the Blind and currently serves on the Board of Directors of the Jason Ackerman Foundation.

Shawn Wildermuth

Shawn Wildermuth, our long-time Chief Financial Officer, is responsible for all financial aspects of the Rizzetta companies as well as oversees the financial reporting for our clients, including special taxing districts and community associations.

Mr. Wildermuth has over 35 years of finance and accounting experience with both public and private companies. He started his career in public accounting with Arthur Andersen in Chicago. During his career, he has gained experience in various industries, including real estate development, Professional Employer Organizations, direct marketing, and manufacturing. Prior to joining Rizzetta & Company, he held positions as Chief Financial Officer, Controller, Director of Treasury & Budget, and Director of Finance. His responsibilities included financial reporting, accounting, finance, treasury, payroll, human resources, and computer consulting.

Mr. Wildermuth received his bachelor's degree in Accountancy from the University of Illinois at Champaign-Urbana. He is a Registered **Certified Public Accountant** in the State of Illinois and a member of the American Institute of Certified Public Accountants.

Lucianno Mastrionni

Luciano Mastrionni is Rizzetta & Company's Vice President of Corporate Services. Lucianno oversees and supports the company's strategic planning processes, development, operations leadership, talent expansion and retention, oversight, and growth. Lucianno also oversees the leadership team of the Community Services Division, comprised of the Amenity Services, Landscaping Inspection Services and Aquatics Services. Additionally, he oversees Rizzetta's Business Development, Marketing, Information Technology, and Human Resources Management teams. In these capacities, Lucianno oversees functions, focusing on planning, development, and delivery of all programs, and services.

Before joining our team, Lucianno served in hotel general management and asset management for hotel ownership companies including Hilton, Marriott, and IHG hotels, and worked in guest service operations management for The Walt Disney Company for over a decade. Most recently Lucianno served in corporate Hotel Management, overseeing new hotel builds, and Task Force General Management oversight, recovering distressed properties for an array of major hotel ownership companies across the United States. Lucianno holds his Bachelor of Science in Aeronautics from Embry Riddle Aeronautical University and maintains his Commercial Pilots License with numerous ratings and certifications.

Taylor Nielsen

Taylor Nielsen is our Manager of Business Development for Rizzetta & Company and is responsible for development and execution of strategic initiatives aimed at growth and expansion. Prior to this role, Taylor served as a District Manager for accounts in the Hillsborough, Manatee and Pasco Counties.

Before joining the team at Rizzetta & Company, Taylor came from a background of Operations and Brand Management; with over 7 years of experience. During this time, Taylor was working in the tourism hotspot, Orlando, FL among top level management overseeing the largest rental car operation in the world, generating over 100 million in revenues per year.

Taylor received his B.A. from the University of Central Florida, is a licensed Community Association Manager, and licensed Real Estate Sales Associate in Florida.

OTHER

SERVICES

FOR YOUR CONVENIENCE

ASSOCIATION SERVICES

Rizzetta & Company provides services in association management along with a complete range of accounting and financial reporting services to each of the Associations we manage. These services include financial statement preparation, coordination of budgets, billing and collecting dues, accounts payable processing, compliance with state required filings, compliance with Association covenants and ongoing analysis and reporting of the Association's finances throughout the year. A summary of these services is shown below:

- **Accounts Payable:** Disburse payables as approved by the Association's board.
- **Assessment Collection:** Prepare invoices for annual association assessments, dues, fines, or other amounts due to the Association. Track collections and follow up with delinquent notices as needed.
- **Architectural Control:** Approve all exterior renovations, additions, or other modifications subject to architectural review.
- **Audits:** Provide all supporting schedules and accurate accounting records to ensure the efficient and timely completion of the audits or reviews performed annually.
- **Bank Accounts:** Maintain association bank accounts.
- **Budgeting:** Coordinate the preparation of the Association's annual maintenance budget as well as monitor disbursements and expense payments.
- **Community Inspections:** Perform regular inspections of properties to ensure compliance with deed restrictions. Prepare and send violation notices, as necessary.
- **Compliance:** Ensure the Association is compliant with governing documents and the Florida Statutes.
- **Emergency Services:** Coordinate emergency and after-hours services as necessary to minimize the disruption of normal Association activities.
- **Financial Statements:** Prepare monthly and annual financial statements.
- **Meeting Planning:** Prepare agendas, meeting materials and all other documents necessary for presentation at regular or special meetings.
- **Owner Information:** Maintain detailed owner information to ensure up-to-date owner information for each property for purposes of billing, violation notices or any other general correspondence.
- **Records Maintenance:** Maintain Association records and files and perform all other administrative functions necessary for efficient Association management.
- **Tax Preparation:** Coordinate the preparation and filing of federal income tax returns.
- **Title Company Correspondence:** Provide amounts of outstanding dues, assessments or liens and provide estoppel information to title companies for individual lot closings.

AMENITY SERVICES

Amenity Services focuses on providing all the amenity staffing needs for a community through dedicated onsite staff designed to handle the day-to-day operational needs of any community so it may thrive at the highest level. A summary of these services is shown below:

- **Pre-Opening Services:** Pre-opening services consist of getting an amenity center ready, from concept to reality. Our dedicated group of professionals will handle everything needed to ensure a successful Grand Opening.
- **Onsite & Personnel Management:** Onsite management services include development of operating procedures and general community maintenance to maintain and improve efficiency. Personnel management services included the selection, supervision, evaluation, and ongoing training of staff.
- **Recreation Management:** Recreation management services provide management and oversight of all recreational assets including managing facility rental spaces.
- **Accountability & Communication:** Onsite staff will complete weekly or monthly reports regarding facility operations and accomplishments.
- **Community Newsletters:** Create informative community emails that are designed to promote activities and provide residents with important community updates.
- **Lifestyle & Events:** Plan and promote events to bring the community together to create memories by providing a variety of innovative programs, activities, and events for residents of all ages. Lifestyle activities for social, educational, instructional, wellness, and recreational programs can be customized for each community to maximize participation and enjoyment.
- **Owner Information:** Maintain detailed records to ensure up-to-date resident information for community amenity access purposes.
- **Maintenance Services:** Complete work orders, preventative maintenance procedures, and facility inspections to ensure all is in good working order. Provide client with proposals for various projects.
- **Facility Appearance:** Ensure all buildings, grounds, and amenities are kept in pristine condition to create a safe and welcoming environment for all residents.

LANDSCAPE INSPECTION SERVICES

We offer an extensive menu of professional field services for both Community Development Districts and Community Associations. Our field services management team is Green Industries Best Management Practices (GIBMP) certified in the state of Florida. A summary of these services is shown below:

- **Landscape Maintenance Inspections:** Perform grounds inspections, provide the Client with inspection report, notify maintenance contractor about deficiencies in service and obtain proposals for various landscape projects.
- **Landscape Turnover Inspections:** Attend landscape turnover meeting and participate in the inspection on behalf of the Client. Follow up report provided.
- **Landscape and Irrigation Specification Development:** Develop a customized set of standards and specifications based on the Client's needs and budget. Conduct the bidding process, review and prepare a bid tabulation document for the Client. Assist the Client with reviewing the bid tabulation and other pertinent information.
- **Landscape Design:** Landscape designer on staff available for landscape design, landscape enhancements and landscape design consultation in the communities and amenity facilities.
- **Master Task Project Plan for Mature Communities:** Develop a project plan specific to landscape replacement and enhancement for the common grounds and the amenity facility. Emphasis is on maturing landscape in the community and budgeting accordingly.
- **Community Asset Management Plan:** Perform a complete inventory of the Client's assets and provide an inventory report.

AQUATIC INSPECTION SERVICES

Our Aquatics Inspection division provides a layered testing and quality control systems, using the latest and most comprehensive industry standards. Each of our Aquatic Inspection Specialists is a certified Aquatic Weed Spray Technician in the state of Florida. Our team is committed to elevating the waterways in your community with detailed inspections, formal reporting, enhancement planning, and effective vendor communication strategies. A summary of these services is shown below:

- **Community Asset Management Plan:** Perform a complete inventory of the community aquatic assets and provide an inventory report to the board
- **Community Education:** Present teaching events to provide the latest research and developments in Aquatic Sciences and provide a knowledge base for the residents.
- **Aquatics Maintenance Inspections:** Perform visual waterway and body of water inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for aquatic projects.
- **Pond and Waterway Turnover Inspections:** Attend property turnover meetings that include waterways and participate in the inspection on behalf of the board. Provide a follow-up report regarding the turnover inspection.
- **Aquatics Specification Development:** Develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. Conduct the bidding process, review, and prepare a bid tabulation document for the board. Assist the board with reviewing the bid tabulation and other pertinent information.
- **Master Task Project Plan for Mature Communities:** Develop a project plan specific to long-term enhancements and maintenance for the community's waterways and bodies of water. Emphasis is on long-term health and efficiency of the waterflow systems in the community and efficient budgeting.

CUSTOMER SATISFACTION

WE EXCEED EXPECTATIONS

The single most important factor in being successful is customer satisfaction. We understand that VillaSol CDD has certain unique characteristics. While all have similarities, our success comes from our ability to understand the nuances of each client and adapt our services, as necessary. This approach generates the basis for long-term partnerships with clients we have represented for nearly twenty years. Our service is client-centric while ensuring the district is compliant with state statutes and fulfilling bond-holder obligations.

WHAT OUR CLIENTS SAY ABOUT US...

"Rizzetta & Company is currently managing three Districts that they helped us create in the Jacksonville area. I don't know of another management firm that has the continuity and stability of Rizzetta. I have dealt with Bill Rizzetta and Melissa Dobbins and I still do today. Professionalism and customer service have always been a hallmark of their organization."

Bob Porter, Senior VP Land, D. R. Horton, Inc., Jacksonville

"Rizzetta's staff have been amazing to work with, their depth of knowledge in the CDD world made a very difficult process almost painless. The Rizzetta team's depth of experience in managing CDDs proved invaluable throughout the process. Every question or situation we presented was met with prior examples and knowledgeable guidance."

Andy Smith, Regional Development Manager at Freehold Companies

"Rizzetta & Company has recently become the management for our Community Development District. Their positive impact within the community has been immediate. The responsiveness to issues and the professional manner in which they have been addressed has proven to be incomparable to previous management. We look forward to a relationship of many years with Rizzetta & Company."

Susie White, Chairperson, The Harbourage at Braden River Community Development District

OUR COMMITMENT TO

THE INDUSTRY

As a leader in District Management, we have a responsibility to be aware of industry-related developments and then sharing that knowledge with our clients and peers. We encourage continuing education for all staff and provide the resources needed to attend classes and conferences. Currently, Rizzetta holds memberships in the following professional organizations:

- Association of Florida Community Developers
- Community Associations Institute
- The Northeast Florida Builders Association
- Florida Government Finance Officers Association
- Florida Nursery, Growers & Landscape Association
- CFO Exchange Group
- Florida Association of Special District
- Urban Land Institute

GIVING BACK TO THE

COMMUNITY

Rizzetta believes we have a responsibility to give back to the communities in which we operate. We have found the personal rewards of helping far exceeds any investments made.

COMPANY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2024

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

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

PRODUCER 1-813-229-8021
M. E. Wilson Company, LLC

300 W. Platt St.
Ste 200
Tampa, FL 33606 USA

CONTACT NAME: Sharon Cardoso
PHONE (A/C, No, Ext): 813-229-8021 FAX (A/C, No): 813-434-2064
E-MAIL ADDRESS: scardoso@mewilson.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	OLD REPUBLIC INS CO	24147
INSURER B :	StarStone National Insurance Company	25496
INSURER C :	FEDERAL INS CO	20281
INSURER D :	ACE FIRE UNDERWRITERS INS CO	20702
INSURER E :		
INSURER F :		

INSURED
Rizzetta & Company, Inc.

3434 Colwell Ave., Suite 200

Tampa, FL 33614 USA

COVERAGES **CERTIFICATE NUMBER:** 750781344 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	MWZY31662524	05/01/24	05/01/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB31662624	05/01/24	05/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			CSX0009340Q00	05/01/24	05/01/25	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	MWC3166244	05/01/24	05/01/25	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Crime			82229260	11/28/23	05/01/25	Third Party	1,000,000
D	Professional Liability			G74313577001	05/01/24	05/01/25	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

60 days notice of cancellation applies except non-payment of premium 10 days notice per policy terms & conditions.

CERTIFICATE HOLDER

For Information Purposes Only

,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
SC01
750781344

LANDSCAPE INSPECTION SERVICES

PROPOSAL

LANDSCAPE INSPECTION SERVICES

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and two prior owners of multi-dimensional landscape service firms. Rizzetta & Company's Landscape Inspection Services team has a combined total of more than 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a "Wow" factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Company Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.

THE PROCESS

Community Asset Management Plan: Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

Landscape Design: Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement.

Landscape & Irrigation Development: Upon request and following fee agreement, develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with reviewing the bid tabulation and other pertinent information.

Landscape Maintenance Inspections: Perform grounds inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

Landscape Turnover Inspections: Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

Master Task Project Plan for Mature Communities: Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.

SCOPE OF SERVICES

Rizzetta & Company is pleased to provide this proposal for professional Landscape Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

LANDSCAPE INSPECTION SERVICES:

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly landscape inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend up to three (3) District meetings in person, three (3) District meetings electronically, per fiscal year, to review landscape maintenance inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors of deficiencies in service or the need for additional care.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input, for preparation of the District's annual budget.
- Upon request and following fee agreement, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee entire bidding process.
- Obtain additional competitive landscape maintenance proposals for incidental work as requested by the District and provide them to the District Manager.

PROPOSED PRICING

Based on the Scope of Services, Rizzetta & Company proposes the following Landscape Inspection Services fee:

☐ **OPTION 1: Scope of Services as presented (service fee will be billed monthly):**

- $750/mt. - $9,000/yr.

☐ **OPTION 2: Scope of Services as amended (service fee will be billed bi-monthly):**

- Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) bi-monthly (every other month) landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Attend three (3) District meetings in person, per fiscal year, to review Landscape Inspection Report and/or to discuss other landscape-related items.
- $850 bi-monthly - $5100/yr.

Submitted

By: _____

Lucianno Mastrionni
Vice President, Corporate Services
Rizzetta & Company

Date: _____

Accepted

By: _____

Print: _____

For: Villasol Community Development District

Date: _____

Exhibit B: Costs & Miscellaneous Fees

Management, Administrative, and Accounting Services

- Annual Fee paid in equal monthly payments (plus reimbursables) $ 48,878
- Contemplates 12 Meetings per year, additional meetings or meetings exceeding 4-hour duration to be paid at separate fee listed below
- Additional Board Meetings (each beyond 12) $ $175/hr excess of 12 + 1 workshop
- Extended Board Meetings (beyond 4 hours) $ $175/hr in excess of 3 hours
- Reimbursables for Office Supplies $ 0
- Amenity access administration $ included

Annual Assessment Administration $ 5,000
(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 $ 1,200

Dissemination Agent Services

- Annual Fee for 1st Bond Issuance $ 1,000
- ($ 1,000 for each additional series of Bonds)

Other Services*

- Bond Issuance Cost (per bond issue) $ 30,000
- Assessment Methodology Preparation $ 15,000
- SERC Preparation & Assistance w/ Petition $ 5,000
- Estoppel Letters (per lot/unit) $ 125

Field Management

- Weekly Site Visits from Field Manager
- Provide services listed in RFP. $ 9,000/yr - monthly visit & report

Please provide separate fees for Field Management Services. This may be an optional service.

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.

	Item	Cost ($)
1	Agenda package	$0
2	Tapes/CDs/USBs	$0
3	Binders	$0
4	# 10 envelope	$0
5	9 x 12 envelope	$0
6	10 x 13 envelope	$0
7	Storage box	$0
8	Copy	$0
9	USPS	$0
10	Fed Ex	$0
11	Conference calls	$0
12	Offsite storage (archival)	$0

AFFIDAVIT OF APPLICANT

STATE OF Florida
COUNTY OF Hillsborough

I, William J. Rizzetta, of Rizzetta & Company, Inc. (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 receipt of the proposal. A longer time may be set out in 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.

Print Name: PRESIDENT

SUBSCRIBED AND SWORN TO before me by means of ☑ physical presence or ☐ online notarization, this 10 day of February, 2025, by William J. Rizzetta, as President of Rizzetta & Company, a Corporation. Said person is *(check one)* ☑ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

Notary Public State of Florida
Deborah Brennan
My Commission HH 475553
Expires 3/23/2028

Signature of person taking acknowledgment
Name (typed, printed or stamped): Deborah Brennan

Title or Rank:
Serial number (if any):

WE BUILD

PARTNERSHIPS

THAT LAST

Rizzetta & Company

Professionals in Community Management

CORPORATE OFFICE

3434 Colwell Avenue, Suite 200, Tampa, FL 33614

888-208-5008 | rizzetta.com

Municipal Advisor Disclaimer : Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

SECTION VII

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, January 14, 2025, 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 *by Zoom*	Vice Chairman
Corey Gagnon	Assistant Secretary
Mario Cordova	Assistant Secretary
Mark Gosdin	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jarett Wright	Field Operations
Kristen Trucco	District Counsel
Peter Armans *by Zoom*	District Engineer
Residents	

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Showe called the meeting to order and called roll. Four Board Members were in attendance constituting a quorum. Mr. Correa-Betancourt joined by Zoom.

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 **District Engineer**

Mr. Armans updated the Board on the package for the stormwater work and drains that needs Counsel review and advertising. The other item is the sidewalk that was previously repaired. They did an inspection looking in the manhole for something down there that is taking the soil in. The sidewalk should be blocked off and barricades put up ASAP. Mr. Showe stated he can get a proposal and work with the Chair under his emergency authority. If it has to be brought back to the next meeting, they will bring it back.

FIFTH ORDER OF BUSINESS Public Hearing

Mr. Showe asked for a motion to open the public hearing for the rules.

On MOTION by Mr. Perez, seconded by Mr. Cordova, with all in favor, the Public Hearing, was Opened.

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

Mr. Showe stated only minor adjustments have been made to the rules. Ms. Trucco reviewed the changes to the rules as well as a proposed addition to the rules on page 78 of the agenda package. Amenity (Fees for room – $50/hour – minimum 4 hours, max of 8 hours – includes set up and tear down time), Gate ($250 damage). If a nonprofit organization has indicated they would like to reserve the space for no fee they have to provide a 60-day notice to the District Manager. If the manager receives another request for that same time, they will be asked if they want to keep the meeting and pay the cost because a private request has been received.

Mr. Showe opened public comments on the rules and asked for comments.

A Resident spoke about people parking across the sidewalks and residents in mobile chairs not being able to get around them. Cars parked across sidewalks should be towed. A Board Member suggested putting together some pictures of how not to park regarding sidewalks.

Enrique Saavedra (3085 Sangria St.) suggested parking on the left side instead of the right. A Board Member noted when you start moving that car you are running against the traffic.

Mr. Showe asked for a motion to approve the rules as discussed at the meeting tonight.

> On MOTION by Mr. Cordova, seconded by Mr. Perez, with Mr. Gagnon, Mr. Cordova, Mr. Perez, and Mr. Correa-Betancourt in favor and Mr. Gosdin opposed, Resolution 2025-03 Adopting Rules of Procedure, Amenity (Fees for Room $50/hour), Gate - $250 Damage, was approved 4-1.

Mr. Showe asked for a motion to close the public hearing.

> On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Public Hearing, was Closed.

SIXTH ORDER OF BUSINESS Business Matters

A. Review of Proposals for Unarmed Security Services

i. Excelsior Defense – CDD - $45K

ii. Weiser Security – CDD - $34K

Mr. Showe is still awaiting the HOA's answer on splitting this cost with the CDD. Weiser Security's annual billing rate is $34,172.32 – 28 hours for CDD and 28 hours for HOA. The Board agreed to wait to hear back from the HOA.

B. Discussion of Waste Management Agreement

Mr. Wright noted this agreement can't be cancelled in its current state. It has to be cancelled no earlier than 180 days before the three-year term has ended. The Board questioned the contract and Mr. Cordova suggested negotiating with waste management to try to get out of it. Mr. Gosdin will research his email records from 2017.

> On MOTION by Mr. Gagnon, seconded by Mr. Gosdin, with all in favor, Delegating Authority to Chair to Work with Waste Management to Terminate, was approved.

C. Discussion of HOA Request for Permission to Park a Lift

Mr. Showe noted the HOA needs to park a lift the morning of February 3rd. Mr. Showe asked if the Board wanted to proceed with a temporary access agreement. This will be subject to the HOA signing the agreement.

> On MOTION by Mr. Gagnon, seconded by Mr. Gosdin, with Mr. Perez, Mr. Gagnon, Mr. Gosdin, and Mr. Correa-Betancourt in favor and Mr. Cordova opposed, Authorizing HOA to Place Crane Pending Access Agreement, was approved 4-1.

D. Acceptance of Audit Committee Recommendation and Selection of Auditor

Mr. Showe stated the Audit Committee selected Grau as their auditor. He asked if the Board would accept Grau as the #1 ranked bidder and authorize staff to enter into a contract.

> On MOTION by Mr. Cordova, seconded by Mr. Gagnon, with all in favor, Accepting Grau & Associates as #1 Ranked Vendor and Authorizing Staff to Enter into Agreement, was approved.

SEVENTH ORDER OF BUSINESS District Counsel

Ms. Trucco updated the Board on the Truist fraud issue. The information was emailed to the new Supervisors to review. The outstanding amount is $9,121.73 and the vendor settlement offer is $5,000 leaving $4,121.

> On MOTION by Mr. Perez, seconded by Mr. Gagnon, with Mr. Mr. Gosdin, Mr. Perez, Mr. Gagnon, and Mr. Correa-Betancourt in favor and Mr. Cordova opposed, to Accept Settlement Offer Subject to Limiting Waiver to Demand Letter of Fraud, was approved 4-1.

EIGHTH ORDER OF BUSINESS District Manager's Report

Mr. Showe reminded the Board as part of their requirements as Board Members they have to repeat the four hours of ethics training for this year.

A. Approval of Minutes of the December 10, 2024 Meeting

Mr. Showe presented the minutes from the December 10, 2024 meeting. The minutes are included in the agenda package. He asked for a motion to approve the minutes if there were no changes from the Board.

> On MOTION by Mr. Perez, seconded by Mr. Gagnon, with all in favor, the Minutes from the December 10, 2024 Meeting, were approved, as presented.

B. Approval of Check Register

Mr. Showe presented the check register including the General Fund with checks 6103-6115 for $8,570.61. A summary of the invoices is attached and a link was sent out to those invoices.

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

C. Balance Sheet and Income Statement

Mr. Showe presented the balance sheet and income statement. He noted no action is required. Board Members questioned the phones with Spectrum. Mr. Wright noted he is working to get them cleared off the bill.

NINTH ORDER OF BUSINESS Field Operations

A. Field Manager's Report

Mr. Wright presented the Field Manager's Report on page 182 of the agenda package.

B. Consideration of Proposals for Gym Equipment

i. FITREV

ii. Exercise Systems

The Board discussed the proposals for gym equipment and asked questions. Mr. Perez motioned the FITREV for Omega 2 with leg press for a total of $7,645.

> On MOTION by Mr. Perez, seconded by Mr. Gosdin, with Mr. Correa-Betancourt, Mr. Perez, Mr. Gosdin, and Mr. Cordova in favor and Mr. Gagnon opposed, to Purchase Omega 2 with Leg Press for FitRev Contingency on Figuring out Contract with Exercise Services, was approved 4-1.

Mr. Wright reviewed a quote for eight speed bumps from Rose Paving for a total of $8,393 due to speeding and safety. He will review specifications and standards with the Engineer.

TENTH ORDER OF BUSINESS Supervisor's Requests & Comments

Mr. Perez requested having the ability to effectively paint the curbs and lines with a machine that can be stored at the facility and use volunteers or contract maintenance to perform that duty. The total for that would be $2,957. They will have PGS start prepping the spaces and come back to this at the next meeting. He asked if the barbeques have been ordered. Proposed the whole Board have access to the cameras. Ms. Trucco advised against it. She will look into a waiver for it. He spoke about the static IP & charge.

Mr. Gagnon spoke on increasing the value of what they have. He suggested putting the TV on a rolling stand & incorporating it into meetings for the calendar, proposals and agendas.

He spoke about the flowers and doing something bigger and bolder in certain locations. The guard house looks like it is manned and suggested letting the bushes grow up over the window to make it less obvious someone could be sitting there. The Board discussed shutting down the guest call-in and doing it on the residents app.

Mr. Cordova asked if PGS can do more than clean. Christmas lights need to come down. They need a punch list of things that need to be done, task list with target completion date. He asked to have the ceiling painted in the big room outside.

ELEVENTH ORDER OF BUSINESS **Next Meeting Date – February 11, 2025 at 6:00 PM**

Mr. Showe noted the next meeting will be February 11, 2025, at 6:00 p.m.

TWELFTH ORDER OF BUSINESS **Adjournment**

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

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

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, January 14, 2025, 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 *by Zoom*
Mark Godsin
Jason Showe
Jarett Wright
Kristen Trucco

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Showe called the meeting to order and called roll. Four Board members were present constituting a quorum. Mr. Correa-Betancourt joined by Zoom.

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 **Approval of Minutes of the December 10, 2024 Meeting**

Mr. Showe presented the minutes from the December 10, 2024 Audit Committee meeting. The minutes are included in the agenda package.

On MOTION by Mr. Gagnon, seconded by Mr. Perez with all in favor, the Minutes from the December 10, 2024 Audit Committee Meeting, was approved as presented.

FOURTH ORDER OF BUSINESS **Review Proposals and Tally of Audit Committee Members Rankings**

A. Grau & Associates

Mr. Showe stated one proposal was received from Grau & Associates. The proposal is for five years ranging from $7,000 to $7,4000. Last year the District paid $10,000 with the current vendor. He recommended Grau & Associates be ranked #1.

On MOTION by Mr. Perez, seconded by Mr. Gosdin, with all in favor, Ranking Grau & Associates #1 Ranked Vendor, was approved.

FIFTH ORDER OF BUSINESS **Adjournment**

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

SECTION B

VillaSol

COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2025
12/01/24 - 12/31/24

Date	*check #'s*	*Amount*
12/01/24 - 12/31/24	**6116 - 6129**	**$30,686.39**
	TOTAL	**$30,686.39**

*** CHECK DATES 12/01/2024 - 12/31/2024 *** VILLASOL - GENERAL FUND
BANK A VILLASOL - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
12/04/24	00004	12/01/24	4059730	202412	320-53800-46200		*	5,000.00		
			DEC 24 - LANDSCAPE MAINT.							
						BLADE RUNNERS COMMERCIAL			5,000.00	006116
12/04/24	00082	12/01/24	303	202412	330-57200-46500		*	1,000.00		
			DEC 24 - POOL MAINTENANCE							
		12/01/24	303	202412	330-57200-46003		*	185.00		
			AUTOFILL SPA							
						CARIFEL POOL SERVICES LLC			1,185.00	006117
12/04/24	00092	11/19/24	13731	202411	330-57200-46001		*	2,980.00		
			JANITORIAL SVCS - NOV 24							
						CLEAN STAR SERVICES OF CENTRAL FL.			2,980.00	006118
12/04/24	00005	11/20/24	22428172	202410	310-51300-31100		*	1,100.00		
			GEN ENG SVC THRU 10/31/24							
						DEWBERRY ENGINEERS INC.			1,100.00	006119
12/04/24	00088	10/23/24	#2269OCT	202410	340-53800-46000		*	266.00		
			CC PURCHASES- OCT 24							
		11/25/24	#0269NOV	202411	340-53800-46000		*	3,383.44		
			CC PURCHASES- NOV 24							
						ELAN FINANCIAL SERVICES			3,649.44	006120
12/04/24	00021	11/07/24	060473.1	202411	330-57200-46001		*	347.00		
			TREADMILL REP. & MAINT.							
						EXERCISE SYSTEMS			347.00	006121
12/04/24	00001	10/31/24	68	202410	330-57200-49000		*	315.00		
			OCT 24- GENERAL MAINT.							
		11/01/24	66	202411	310-51300-34000		*	4,287.50		
			NOV 24 - MGMT FEE							
		11/01/24	66	202411	310-51300-49500		*	100.00		
			NOV 24 - WEBSITE ADMIN							
		11/01/24	66	202411	310-51300-35100		*	150.00		
			NOV 24 - INFORMATION TECH							
		11/01/24	66	202411	310-51300-31300		*	83.33		
			NOV 24 - DISSEMINATION							
		11/01/24	66	202411	330-57200-34000		*	437.50		
			NOV 24 - AMENITY ACCESS							
		11/01/24	66	202411	310-51300-51000		*	2.62		
			NOV 24 - OFFICE SUPPLIES							
		11/01/24	66	202411	310-51300-42000		*	2.76		
			NOV 24 - POSTAGE							
		11/01/24	66	202411	310-51300-42500		*	29.85		
			NOV 24 - COPIES							

*** CHECK DATES 12/01/2024 - 12/31/2024 *** VILLASOL - GENERAL FUND
BANK A VILLASOL - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		11/01/24	67	202411	320-53800-34000		*	1,750.00		
			NOV 24 - FIELD MANAGEMENT							
						GMS-CF, LLC			7,158.56	006122
12/04/24	00006	11/14/24	132396	202410	310-51300-31500		*	5,798.70		
			OCT 24 - LEGAL SERVICES							
						LATHAM, LUNA, EDEN & BEAUDINE			5,798.70	006123
12/04/24	00007	11/11/24	1846	202411	330-57200-34500		*	1,104.00		
			SECURITY 10/28-11/10/24							
						MAGNOSEC, CORP.			1,104.00	006124
12/04/24	00010	12/01/24	PSI12760	202412	320-53800-46800		*	709.07		
			DEC 24 LAKE MAINT.							
						SOLITUDE LAKE MANAGEMENT			709.07	006125
12/04/24	00011	11/28/24	20174641	202412	320-53800-46004		*	244.96		
			GT/HSE INT 11/28-12/27/24							
						SPECTRUM CHARTER COMMUNICATIONS			244.96	006126
12/04/24	00011	11/17/24	20057171	202412	330-57200-41050		*	144.99		
			C/H TV&INT 11/17-12/16/24							
						SPECTRUM CHARTER COMMUNICATIONS			144.99	006127
12/04/24	00081	11/18/24	21551	202411	330-57200-46003		*	300.00		
			CHEMICAL CONTROLLER MS							
		11/22/24	312457	202411	330-57200-46003		*	899.95		
			BULK BLEACH&S.ACID DELIV.							
						SPIES POOL, LLC			1,199.95	006128
12/16/24	00037	12/16/24	79F1C7AF	202412	310-51300-48000		*	64.72		
			LEG&PUB NOTICE 12/19/24							
						OSCEOLA NEWS-GAZETTE			64.72	006129

TOTAL FOR BANK A 30,686.39

TOTAL FOR REGISTER 30,686.39

SECTION C

VillaSol

Community Development District

Unaudited Financial Reporting

December 31, 2024

Table of Contents

VillaSol

Community Development District

Combined Balance Sheet

December 31, 2024

	General Fund	*Capital Reserve Fund*	*Debt Service Fund*	*Totals Governmental Fund*
Assets:				
Cash:				
Operating Account	$ 830,912	$ -	$ -	$ 830,912
Due From Other	10,893	-	-	10,893
Due From Debt Service	-	-	176,557	176,557
Investments:				
Money Market - Surplus	348,899	-	-	348,899
Money Market - Reserves	-	196,558	-	196,558
Series 2018				
Reserve A-1	-	-	87,273	87,273
Revenue A-1	-	-	127,546	127,546
Reserve A-2	-	-	17,938	17,938
Deposits	4,074	-	-	4,074
Total Assets	**$ 1,194,778**	**$ 196,558**	**$ 409,312**	**$ 1,800,648**
Liabilities:				
Accounts Payable	$ 34,345	$ -	$ -	$ 34,345
Due to Debt Service	176,557	-	-	176,557
Clubhouse Rental Security Deposits	500	-	-	500
Total Liabilites	**$ 211,402**	**$ -**	**$ -**	**$ 211,402**
Fund Balance:				
Nonspendable:				
Deposits	$ 4,074	$ -	$ -	$ 4,074
Restricted for:				
Debt Service	-	-	409,312	409,312
Assigned for:				
Capital Reserves	-	196,558	-	196,558
Unassigned	979,302	-	-	979,302
Total Fund Balances	**$ 983,376**	**$ 196,558**	**$ 409,312**	**$ 1,589,247**
Total Liabilities & Fund Balance	$ 1,194,778	$ 196,558	$ 409,312	$ 1,800,648

VillaSol

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	$ 764,307	$ 641,445	$ 641,445	$ -
Interest Income	15,000	3,750	3,848	98
Room Rentals	5,000	1,250	1,043	(207)
Access Cards	4,000	1,000	359	(641)
Total Revenues	**$ 788,307**	**$ 647,445**	**$ 646,695**	**$ (750)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 9,000	$ 3,000	$ 1,400	$ 1,600
PR-FICA	689	230	107	122
Engineering	35,000	8,750	4,100	4,650
Attorney	35,000	8,750	6,825	1,925
Annual Audit	11,000	-	-	-
Assessment Administration	5,000	5,000	5,000	-
Arbitrage Rebate	600	-	-	-
Dissemination Agent	1,000	250	250	0
Trustee Fees	6,800	2,941	2,941	-
Management Fees	51,450	12,863	12,863	-
Property Appraiser	400	-	-	-
Information Technology	1,800	450	450	-
Website Maintenance	1,200	300	300	-
Communication - Telephone	100	25	-	25
Postage & Delivery	800	200	57	143
Insurance General Liability	22,291	22,291	26,189	(3,898)
Printing & Binding	1,500	375	35	340
Legal Advertising	1,000	250	235	15
Other Current Charges	500	125	383	(258)
Office Supplies	1,000	250	3	247
Dues, Licenses & Subscriptions	175	175	175	-
Property Taxes	500	-	-	-
Total General & Administrative	**$ 186,805**	**$ 66,224**	**$ 61,313**	**$ 4,910**

VillaSol

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Operations & Maintenance				
Field Expenditures				
Field Management	$ 21,000	$ 5,250	$ 5,250	$ -
Gate Access	-	-	1,665	(1,665)
Electricity	28,500	7,125	6,862	263
Water & Sewer	3,100	775	361	414
Contract - Landscape	60,000	15,000	15,000	-
Landscape Contingency	15,000	3,750	354	3,396
Contract - Lake Maintenance	8,500	2,125	2,127	(2)
General Repairs & Maintenance	60,000	15,000	4,885	10,115
Gate Maintenance	20,000	5,000	2,351	2,649
R&M Roads & Alleyways	20,000	-	-	-
R&M Signage	1,000	-	-	-
R&M Pipe Inlet and Structure	100,000	-	-	-
Property Taxes	540	-	-	-
Bar Codes	2,000	-	-	-
Capital Outlay	5,000	-	-	-
Subtotal Field Expenditures	**$ 344,640**	**$ 54,025**	**$ 38,856**	**$ 15,169**
Parks and Recreation Expenditures				
Amenity Management	$ 5,250	$ 1,313	$ 1,313	$ -
Security Services	22,000	5,500	7,912	(2,412)
Contract - Pool Maintenance	12,000	3,000	2,850	150
Pool Chemical & Controller	10,500	2,625	5,190	(2,565)
Contract - Fountains	3,120	780	-	780
Electricity	12,450	3,113	1,669	1,443
Water & Sewer	2,300	575	777	(202)
Internet	4,000	1,000	435	565
Amenity - Refuse Service	8,000	2,000	2,356	(356)
Access Control	500	125	312	(187)
Contracted Maintenance	60,000	15,000	8,933	6,068
Propane Supplies	7,200	1,800	1,639	161
Holiday Lighting	7,500	1,875	118	1,757
Contingency	5,000	1,250	4,199	(2,949)
Subtotal Parks and Recreation Expenditures	**$ 159,820**	**$ 39,955**	**$ 37,702**	**$ 2,253**
Total Expenditures	**$ 691,265**	**$ 160,204**	**$ 137,872**	**$ 22,332**
Excess (Deficiency) of Revenues over Expenditures	$ 97,043	$ 487,241	$ 508,823	$ 21,582

VillaSol

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Other Financing Sources/(Uses):				
Transfer In/(Out)				
Capital Reserve Funding	$ (98,118)	$ -	-	$ -
Total Other Financing Sources/(Uses)	**$ (98,118)**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ (1,076)**	**$ 487,241**	**$ 508,823**	**$ 21,582**
Fund Balance - Beginning	$ 1,076		$ 474,553	
Fund Balance - Ending	$ -		$ 983,376	

VillaSol

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues				
Interest	$ 25,000	$ 6,250	$ 2,121	$ (4,129)
Total Revenues	**$ 25,000**	**$ 6,250**	**$ 2,121**	**$ (4,129)**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Bank Charges	500	125	110	15
Total Expenditures	**$ 500**	**$ 125**	**$ 110**	**$ 15**
Excess (Deficiency) of Revenues over Expenditures	**$ 24,500**	**$ 6,125**	**$ 2,011**	**$ (4,114)**
Other Financing Sources/(Uses)				
Transfer In/(Out)				
Transfer In/(Out)	$ 98,118	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ 98,118**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 122,618**	**$ 6,125**	**$ 2,011**	**$ (4,114)**
Fund Balance - Beginning	$ 171,094		$ 194,547	
Fund Balance - Ending	$ 293,712		$ 196,558	

VillaSol

Community Development District

Debt Service Fund Series

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru Thru 12/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	$ 208,284	$ 174,802	$ 174,802	$ -
Interest Income	7,000	1,750	2,466	716
Total Revenues	**$ 215,284**	**$ 176,552**	**$ 177,268**	**$ 716**
Expenditures:				
Series 2018 A-1				
Interest - 11/1	$ 22,629	$ 22,629	$ 22,629	$ -
Interest - 5/1	22,629	-	-	-
Principal - 5/1	125,000	-	-	-
Series 2018 A-2				
Interest - 11/1	6,456	6,456	6,456	-
Interest - 5/1	6,456	-	-	-
Principal - 5/1	20,000	-	-	-
Total Expenditures	**$ 203,171**	**$ 29,086**	**$ 29,086**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 12,112	$ 147,466	$ 148,183	$ 716
Net Change in Fund Balance	**$ 12,112**	**$ 147,466**	**$ 148,183**	**$ 716**
Fund Balance - Beginning	$ 152,180		$ 261,130	
Fund Balance - Ending	$ 164,292		$ 409,312	

VillaSol

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	$ -	$ 79,091	$ 562,354	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 641,445
Interest Income	1,424	1,212	1,212	-	-	-	-	-	-	-	-	-	3,848
Room Rentals	543	250	250	-	-	-	-	-	-	-	-	-	1,043
Access Cards	219	40	100	-	-	-	-	-	-	-	-	-	359
Total Revenues	**$ 2,186**	**$ 80,593**	**$ 563,916**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 646,695**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 800	$ -	$ 600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400
PR-FICA	61	-	46	-	-	-	-	-	-	-	-	-	107
Engineering	1,100	500	2,500	-	-	-	-	-	-	-	-	-	4,100
Attorney	5,799	1,026		-	-	-	-	-	-	-	-	-	6,825
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	83	83	83	-	-	-	-	-	-	-	-	-	250
Trustee Fees	2,941	-	-	-	-	-	-	-	-	-	-	-	2,941
Management Fees	4,288	4,288	4,288	-	-	-	-	-	-	-	-	-	12,863
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	150	150	-	-	-	-	-	-	-	-	-	450
Website Maintenance	100	100	100	-	-	-	-	-	-	-	-	-	300
Communication - Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	15	3	39	-	-	-	-	-	-	-	-	-	57
Insurance General Liability	26,189	-	-	-	-	-	-	-	-	-	-	-	26,189
Printing & Binding	6	30	-	-	-	-	-	-	-	-	-	-	35
Legal Advertising	-	-	235	-	-	-	-	-	-	-	-	-	235
Other Current Charges	129	108	147	-	-	-	-	-	-	-	-	-	383
Office Supplies	0	3	0	-	-	-	-	-	-	-	-	-	3
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	**$ 46,835**	**$ 6,290**	**$ 8,189**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 61,313**

VillaSol

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Field Management	$ 1,750	$ 1,750	$ 1,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	5,250
Gate Access	555	555	555	-	-	-	-	-	-	-	-	-	1,665
Electricity	2,262	2,300	2,300	-	-	-	-	-	-	-	-	-	6,862
Water & Sewer	121	120	120	-	-	-	-	-	-	-	-	-	361
Contract - Landscape	5,000	5,000	5,000	-	-	-	-	-	-	-	-	-	15,000
Landscape Contingency	164	-	189	-	-	-	-	-	-	-	-	-	354
Contract - Lake Maintenance	709	709	709	-	-	-	-	-	-	-	-	-	2,127
General Repairs & Maintenance	315	526	4,044	-	-	-	-	-	-	-	-	-	4,885
Gate Maintenance	782	290	1,279	-	-	-	-	-	-	-	-	-	2,351
R&M Roads & Alleyways	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Signage	-	-	-	-	-	-	-	-	-	-	-	-	-
R&M Pipe Inlet and Structure	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Bar Codes	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Field Expenditures	**$ 11,660**	**$ 11,251**	**$ 15,946**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 38,856**
Parks and Recreation Expenditures													
Amenity Management	$ 438	$ 438	$ 438	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,313
Security Services	2,392	2,208	3,312	-	-	-	-	-	-	-	-	-	7,912
Contract - Pool Maintenance	850	1,000	1,000	-	-	-	-	-	-	-	-	-	2,850
Pool Chemical & Controller	2,470	1,200	1,520	-	-	-	-	-	-	-	-	-	5,190
Contract - Fountains	-	-	-	-	-	-	-	-	-	-	-	-	-
Electricity	569	550	550	-	-	-	-	-	-	-	-	-	1,669
Water & Sewer	277	250	250	-	-	-	-	-	-	-	-	-	777
Internet	145	145	145	-	-	-	-	-	-	-	-	-	435
Amenity - Refuse Service	785	786	785	-	-	-	-	-	-	-	-	-	2,356
Access Control	54	54	204	-	-	-	-	-	-	-	-	-	312
Contracted Maintenance	2,879	4,254	1,800	-	-	-	-	-	-	-	-	-	8,933
Propane Supplies	423	396	820	-	-	-	-	-	-	-	-	-	1,639
Holiday Lighting	-	-	118	-	-	-	-	-	-	-	-	-	118
Contingency	266	3,383	550	-	-	-	-	-	-	-	-	-	4,199
Subtotal Parks and Recreation Expenditur	**$ 11,548**	**$ 14,663**	**$ 11,491**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 37,702**
Total Expenditures	**$ 70,043**	**$ 32,203**	**$ 35,626**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 137,872**
Excess (Deficiency) of Revenues over Expe	$ (67,857)	$ 48,390	$ 528,290	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 508,823
Other Financing Sources/Uses:													
Transfer In/(Out)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Total Other Financing Sources/Uses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ (67,857)**	**$ 48,390**	**$ 528,290**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 508,823**

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)
Current Bonds Outstanding		**$1,450,000**

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)
Current Bonds Outstanding		**$265,000**

VillaSol

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts - Osceola County

Fiscal Year 2025

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%

ON ROLL ASSESSMENTS

Date	*Gross Amount*	*Discoumt/ (Penalty)*	*Commission*	*Interest*	*Net Receipts*	*O&M Portion*	*2018 Debt Service*	*Total*
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
12/10/24	733,398.89	29,335.94	14,081.27	-	689,981.68	542,219.78	147,761.90	689,981.68
12/19/24	27,133.36	989.74	522.86	-	25,620.76	20,133.99	5,486.77	25,620.76
TOTAL	**$ 867,684.41**	**$ 34,779.21**	**$ 16,658.10**	**$ -**	**$ 816,247.10**	**$ 641,445.04**	**$ 174,802.06**	**$ 816,247.10**

83.86%	**Percent Collected**
$ 166,987.44	**Balance Remaining to Collect**

SECTION VIII

SECTION A

Villa Sol CDD

Field Managers Report

February 11th, 2025

Jarett Wright

Field Manager

GMS

Site Items

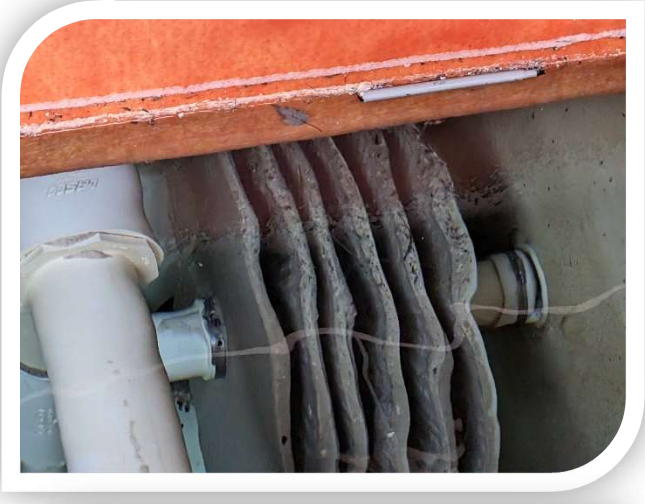
PGS Centrum Maintenance

- New SOS / KNOX system signage was installed at the entry kiosk for emergency vehicles.
- New tennis court rules sign was installed.
- Replaced emergency lighting, lightbulbs, and light switches in the clubhouse.
- Replaced spa timer and emergency switch.
- Replaced the men's pool bathroom doorhandle.

Site Items

Facility Maintenance

- Vendor recommends replacing pool filter grids.
- New KNOX system was installed and passed fire inspection.
- Guest entry barrier arm is malfunctioning and is being repaired by Guardian Access.
- Sourcing vendors to investigate and repair the sinking sidewalk at Casabella Dr.
- Agreement for new gym equipment was executed, and the order is being placed.



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. Thank you.

Respectfully,

Jarett Wright

SECTION B

• Commercial Swimming Pool Chemicals & Supplies
• Chlorine for Treatment of Drinking & Waste Water

SPIES
Est. 1989

• Parts, Repairs and Renovations
Lic # CP C043205
• Pool Heater Sales and Repair
Lic # 12152

VILLA SOL
3050 PUERTA DEL SOL BLVD
KISSIMMEE, FL 34744

2/3/2025

ATTN: MANAGER

THIS QUOTE IS FOR REPLACING THE FILTER GRIDS ON THE **POOL**. SPIES WILL DRAIN AND FLUSH THE FILTER TANK, REMOVE THE EXISTING GRIDS, INSTALL 54 – 19" ROUND FILTER GRIDS ON THE POOL. THE PRICE INCLUDES ALL LABOR FOR THE INSTALLATION.

TOTAL $1,950.00 PLUS TAX

PLEASE NOTE: IF ANY ADDITIONAL PARTS ARE FOUND IN NEED OF REPLACEMENT IN ORDER TO COMPLETE THE REPAIR BEYOND THE PARTS LISTED ABOVE, (**ADDITIONAL GRIDS**, MANIFOLD PVC PARTS, ETC) THEY WILL BE REPLACED AS AN EXTRA TO THE ABOVE PRICING.

ACCEPTED AND AGREED:

NAME _____
TITLE _____
DATE _____

REGARDS,

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744

SPIES 35th ANNIVERSARY 1989-2024

407-847-2771
Fax 407-847-8242

www.spiespool.com

SECTION C

Carifel Pool Services

964 Park Terrace Cir Kissimmee Fl 34746
www.carifelpoolservices.com
407-552-5478 For Spanish
407-552-5484 For English

Bill To

Villa Sol
3050 Puerta Del Sol Blvd
Kissimmee 34744

Quote # 152

Quote Date 02/04/2025

Qty	Description	Unit Price	Amount
1	Valve three way	120.00	120.00
1	Valve two way	90.00	90.00
1	Repair pipe spa and change valves more materials(Gluing ,pipes and fittings)	350.00	350.00
1	Pressure gauge	50.00	50.00
		Quote Total	$610.00

Terms & Conditions

We accept payments by Zelle, Debit Card ,Credit Card or Check
Zelle: Carifelpoolservices@gmail.com
Checks Payable to: Carifel Pool Services LLC

SECTION D

SECTION 1

Villa Sol CDD

December 16-20

Monday,Wednesday, Friday

- Run through of the CDD areas removal of trash
- Pressure wash gate entrances
- Pressure wash gate house
- Pressure wash entrances and curbs

December 23-27

Monday, Wednesday, Friday

- Removal of trash around property
- Removal of leafs with blower on tennis courts and basketball courts
- Removal of trash inside clubhouse
- Pressure wash club house sidewalks

December 30- Jan 3

Monday, Wednesday, Friday

- Cleaning of drains around property
- Removal or trash around property
- Continuation of pressure wash around clubhouse
- Beginning of pressure wash pool pavers, white post and railing around pool

January 6-10

Monday, Wednesday, Friday

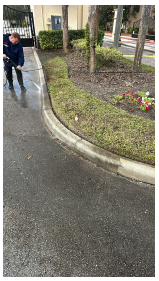
- Removal or trash around property
- Gravel patching entrance of property and other spots needed
- Cleaning of basketball and tennis courts
- Pressure washing of pool area
- Repairment of clubhouse roof sheets

January 13-17

Monday, Wednesday, Friday

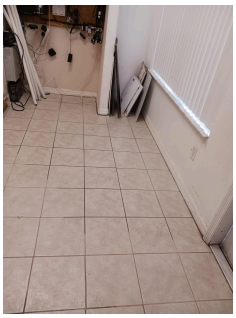
- Removal of trash around property
- Cleaning of club area
- Cleaning of basketball courts and tennis courts
- Pressure washing of pool are

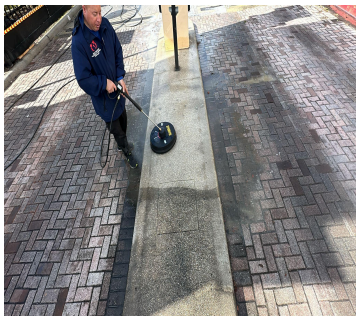



2995




PARKING
NO PARKING

NO DIVING.