

**VILLA SOL
COMMUNITY
DEVELOPMENT DISTRICT**

MARCH 3, 2015

AGENDA PACKAGE

VillaSol Community Development District

Drew Camolilla, Chairman
Ramon Bermudez, Vice Chairman
Benjamin Casillas, Secretary
Francisco Muniz, Assistant Secretary
Jose Sanchez Garcia, Assistant Secretary

Gary L. Moyer, District Manager
Scott Clark, District Counsel
Nicole Stalder, District Engineer
Brian Smith, Field Manager

February 24, 2015

Board of Supervisors
VillaSol Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the VillaSol Community Development District is scheduled to be held **Tuesday, March 3, 2015 at 1:30 P.M.** at the VillaSol Clubhouse, 3050 Puerta Del Sol Blvd., Kissimmee, FL, 34744. The following is the advance agenda for the meeting.

- 1. Roll Call**
- 2. Approval of the Minutes of the November 18, 2014 Meeting**
- 3. Audience Comments**
- 4. Discussion of Osceola County Sheriff's Office Off-Duty Patrols**
- 5. Attorney's Report**
- 6. District Managers Report**
 - A. Financial Statements**
 - B. Check Registers**
 - C. Field Operations**
 - i. Field Management Report
 - ii. Action Items List
 - iii. Resident Call Log
 - iv. American EcoSystems Aquatic Report
 - v. Blade Runners Landscaping Update
 - vi. Discussion of Gate Remote Controls
- 7. Other Business**
- 8. Supervisor Requests & Comments**
- 9. Audience Comments**
- 10. Adjournment**

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,

Gary L. Moyer
District Manager/ms

MINUTES

**MINUTES OF MEETING
VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaSol Community Development District was held Tuesday, November 18, 2014, at 1:30 p.m. at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, FL 34744.

Present and constituting a quorum were:

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| Drew Camolilla | Chairman |
| Ramon Bermudez | Vice Chairman |
| Benjamin Casillas | Secretary |
| Jose Sanchez Garcia | Assistant Secretary |

Also present were:

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| Gary Moyer | Manager: Moyer Management Group |
| Scott Clark | Attorney: Clark & Albaugh |
| Brian Smith | Severn Trent Services |
| Residents and Members of the Public | |

This represents the context and summary of the meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Moyer called the meeting to order at 1:30 p.m. and noted a quorum was present.

SECOND ORDER OF BUSINESS

Organizational Matters

Mr. Moyer stated we had three seats up for election, Mr. Bermudez, who ran and was elected without opposition; Mr. Casillas was elected without opposition and Mr. Camolilla's seat for which no one qualified. There is technically now a vacancy on the Board and under Chapter 190 the remaining Board members can decide what they want to do with the seat and appoint somebody for the term of office.

Mr. Moyer noted Mr. Bermudez' and Mr. Casillas' notarized oaths have been sent to the State.

Mr. Clark stated the Board should first do a motion to declare the seat vacant.

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| On MOTION by Mr. Garcia, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to declaring a vacancy in Seat 4. |
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Mr. Garcia nominated Mr. Camolilla to Seat 4 and Mr. Bermudez seconded the nomination. There being no further nominations, with all in favor, Mr. Camolilla was appointed to Seat 4.

A. Oath of Office of Newly Elected Supervisors

Mr. Moyer stated for the record, I am a Notary of the State of Florida and as such, I can administer oaths of office.

Mr. Moyer administered the oath of office to Mr. Camolilla.

B. Election of Officers - Resolution 2015-1

Mr. Moyer stated the next item I have deals with organization of the Board and the election of officers; every election cycle we do this. Mr. Camolilla is currently your Chairman, Mr. Bermudez is Vice Chairman, I am the Secretary and two gentlemen that work for the management company, Robert Koncar and Stephen Bloom are Treasurer and Assistant Treasurer. Then what we usually do is appoint any other Board member that is not otherwise an officer, Assistant Secretaries. I do not feel strongly about being Secretary, I put my name down there because I do administrative things on behalf of the Board but if there is one of you who would like that position, feel free to volunteer. I do what I need to do by contract with the Board as the Manager. As it relates to Treasurer and Assistant Treasurer because they have to sign checks and we are processing a lot of invoices as you can see from your package, I would like to leave those two gentlemen as Treasurer and Assistant Treasurer just for that purpose.

Discussion followed on the duties of Secretary.

On MOTION by Mr. Garcia seconded by Mr. Bermudez with all in favor, Resolution 2015-1 a resolution designating officers of VillaSol Community Development District with Mr. Camolilla as Chairman, Mr. Bermudez as Vice Chairman, Mr. Casillas as Secretary, Mr. Koncar as Treasurer, Mr. Bloom as Assistant Treasurer, Mr. Muniz and Mr. Garcia as Assistant Secretaries was adopted.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 5, 2014, Meeting

Mr. Moyer requested any additions, corrections or deletions.

Mr. Garcia noted on Page 14 where it states he does not have a problem with the bus stop - this is not true.

Mr. Moyer stated we will strike the paragraph.

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| On MOTION by Mr. Camolilla, seconded by Mr. Garcia, with all in favor, unanimous approval was given to the minutes of the August 5, 2014 meeting as amended. |
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FOURTH ORDER OF BUSINESS

Audience Comments

DR Horton Representatives reviewed their project.

Mr. Camolilla asked if they will be removing or burning the trees?

DR Horton Rep responded it will be removed; there will not be any burning.

Mr. Bermudez inquired as to the largest home to be built.

DR Horton Rep responded we are uncertain.

Mr. Bermudez asked have you turned building permits into the county?

DR Horton Rep responded we have not gotten that far yet.

Mr. Casillas asked if the site manager will be onsite everyday?

Mr. Larry Tiacher, Site Manager, responded yes; everyday, all day long.

Mr. Bermudez asked about the hours of operation?

DR Horton Rep responded 7:00 a.m. to 5:30 p.m.

Mr. Garcia addressed a conversation regarding the entrance. He noted the community worked for two years to establish VillaSol as a gated community with 24-hour service. Understand we want to be your best neighbor and want to assist as much as we can in the process of finishing construction. However, the arms will remain closed. We pay \$49,000 per year and if they raise the arms giving everyone access to the subdivision it is money thrown away. The people in this community took a vote and voted for this system.

Discussion followed on having a ticket taker at the gate to provide access to the trucks.

Mr. Garcia noted at 7:00 a.m. in the morning there are kids going across the gate and there are the number one concern.

Options are:

- ❖ Create a profile for construction giving DR Horton and their contractors a profile and access.
- ❖ Build a road outside so they do not have to come through the gate.
- ❖ Provide DR Horton a swipe card, an employee can be placed at the gate and let the trucks through the gate.

Discussion followed on DR Horton's construction traffic access. .

A resident requested that all information on this project be written and provided in both Spanish and English.

A gentleman provided a translation of the prior discussion and responded to the resident's questions.

Discussion followed providing swipe cards for the short-term to DR Horton.

On MOTION by Mr. Garcia; seconded by Mr. Bermudez with all in favor, unanimous approval was given authorizing temporary swipe cards to DR Horton for 90 days.

FIFTH ORDER OF BUSINESS

Attorney's Report

Mr. Clark addressed the post orders for operation of the gate which were adopted some time ago. He has been reviewing them to see what needs to be modified and will make some recommendations to the Board.

Mr. Garcia outlined an issue with a resident removing a gate arm. Communication has to occur at all levels and if a determination has to be made on the gates a member of the Board has to be contacted.

Mr. Moyer stated you cannot contact another member of the Board.

Mr. Casillas inquired as to who they should contact.

Mr. Clark responded Mr. Smith.

Mr. Casillas addressed homeowners contacting the CDD and receiving no response.

Mr. Moyer stated you have to identify which domain applies - is it an HOA

problem or a CDD problem. If it is on private property it is HOA; the CDD cannot do anything on private property. If it has to do with the roads, rec center, guardhouse, ponds or drainage then it is the CDD.

Discussion followed on issues within the community.

Mr. Clark stated we will work on the post orders and try to bring them up to date and make them work with the situation we have. I will continue working on it and bring it forward to the Board.

At the last meeting I told you the \$177,000 was coming. It was a little slower than promised but I have it now and it is being processed this week. There was about \$3,000 in taxes on one of the parcels that I have to pay and certify before I can release it and this is being done now. It will be transferred to the manager's office this week.

Another thing I needed to bring to your attention is when we finished our foreclosure and took these parcels, particularly the big undeveloped piece, it had some delinquent taxes of about \$110,000 - \$120,000 with interest. The county has recently notified me that they are going to begin the process of trying to sell the land for a tax deed. It is my opinion they cannot do that while it is owned by a governmental entity. My intent and I would like the Board to support this action, is to write the county tax collector and asked them to stop the process, tell them they are not authorized to sell the property as long as we own it as the CDD. I have reasons for that and can cite legal authority for it. We want them to put a stop to that and with your blessing I will send them a letter and ask them to do so. He will write a formal letter requesting they cease and desist and threaten legal action if they do not do so.

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| On MOTION by Mr. Camolilla, seconded by Mr. Garcia, with all in favor, unanimous approval was to Mr. Clark sending a letter to the County Tax Collector requesting they cease and desist in a tax deed sale of the CDD property. |
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Mr. Garcia asked if Mr. Clark had an opportunity to have a conversation with the sheriff.

Mr. Clark responded I did and conveyed the message about the roads. It is my understanding that a letter is also coming from the county attorney but I have not seen it.

I think everybody understands now that these are public roads and should not have a problem patrolling the roads.

Mr. Garcia stated to have an officer come here to patrol will involve a cost of \$37 per hour.

Mr. Clark stated the way it should be is if you want a special patrol you can call for that and pay for it. But they should also be patrolling sometimes without you doing that. If they take the position they will not come in to patrol unless you pay them; that is wrong.

Mr. Garcia stated that is pretty much what the sheriff who came here told us.

Mr. Clark asked how recently was that?

Mr. Bermudez responded two months ago.

Mr. Clark stated let me follow-up again to report that has been said and see if that has been corrected.

Mr. Garcia stated we still have a bit of a problem with some people who have a problem maintaining the speed on our streets. What I would propose is hiring the sheriff's department in that capacity for a limited amount of time to enforce the speed limit and other traffic laws.

Mr. Clark stated we can do that. Outside of their regular patrol rotation if we want to pay them for special patrol they will do that.

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| Mr. Garcia MOVED to enter into an agreement with the Sheriff's Department to enforce traffic laws in VillaSol. |
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Mr. Bermudez inquired as to the budget for this purpose?

Mr. Moyer responded your budget is pretty tight, in terms of what you adopted for a budget. You do have some fund balance monies that are in surplus that you could allocate for that purpose. But again, I think, you need to keep reasonable reserves; you cannot use all your money. We work with a district that got a little carried away with the Sheriff's Office and it is costing them a fortune. Your idea of limiting to a certain period of time makes good sense but I think it needs to be fairly short.

Mr. Garcia stated I would say for three months to see how it works.

Mr. Moyer asked for four hours?

Mr. Garcia responded yes. They would have to spend four hours here - one or two hours every other day or weekends and at night.

Mr. Clark noted the motion include how many hours they are authorizing.

Mr. Bermudez stated one a week for four hours for 12 weeks.

Mr. Moyer stated it is \$1,700.

Mr. Garcia noted the Board will determine what day(s) and time(s). Are there any legal problems with this?

Mr. Clark responded no. They will ask us to enter into an agreement that specifies the number of hours. We want to do four hours per week for 12 weeks with the hours to be varied.

Mr. Casillas asked does the budget have that?

Mr. Moyer responded yes. If we stay to that program we have enough fund balance to cover the \$1,800.

Discussion followed on the Sheriff's Office providing a report showing the patrols, locations and times they were onsite.

A resident inquired if they will address illegal parking and that sort of thing?

Mr. Garcia responded I would say yes it should include parking on the wrong side, parking in front of hydrants, blocking the sidewalk and speeding.

Discussion followed on boat and trailer parking.

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| <p>On MOTION by Mr. Garcia, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to entering into an agreement with the Sheriff's Department to enforce traffic laws in VillaSol for three months - one day a week for four hours not to exceed \$1,800.</p> |
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SIXTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

Mr. Moyer reviewed the financial statements as contained in the agenda, which are available in the District Office for public review during normal business hours.

They were \$136,000 over budget in total but when revenues are added in they were only \$62,000 over budget. They did a lot of work last year to only be \$62,000 over;

it is actually a good place to be. They were all aware this was going to happen given the capital items for the Envera system.

D. Resolution 2015-2 - FY 2014 Budget Amendment

Mr. Moyer stated when a government exceeds its budget they are given 60-days from the close of the fiscal year to true-up the budget by adopting a resolution and it is included on the agenda.

On MOTION by Mr. Camolilla; seconded by Mr. Garcia with all in favor, Resolution 2015-2 amending the VillaSol Community Development District general fund budget for fiscal year 2014 was adopted.

B. Check Registers

Mr. Moyer reviewed the check register and invoices as contained in the agenda, which are available in the District Office for public review during normal business hours.

Mr. Garcia addressed the funds spent on temporary services. Is there a possibility of hiring someone?

Mr. Smith responded you would have the liability and everything associated with that employee.

Mr. Clark stated there are districts that have employees but they are bigger. You will immediately have to acquire different insurance for Workers' Compensation, there are unemployment issues if you let them go, you have to have someone operate payroll and remit taxes. For a single employee it is a losing proposition. In districts who have five or six employees on staff to do different things it works out well.

Mr. Camolilla addressed the invoices to repair the broken pipe on the main road. Did they have to pay for a second repair or was it because they did not do it right the first time?

Mr. Smith responded they did it over themselves.

On MOTION by Mr. Garcia, seconded by Mr. Bermudez, with all in favor, unanimous approval was given to the check register, as presented.

C. Consideration of Engagement Letter with Keefe, McCullough & Co. to Perform the Audit for Fiscal Year 2014

Mr. Moyer stated in your package is an engagement letter from Keefe, McCullough. It is a standard form letter which outlines what they will do as part of their audit procedures. The fee to be charged is \$5,750.

On MOTION by Mr. Camolilla; seconded by Mr. Bermudez with all in favor, unanimous approval was given to the audit engagement with Keefe, McCullough & Co.

E. Consideration of Motion Assigning Fund Balance

Mr. Moyer outlined the assignment of part of the Fund Balance to cover operating expenses from October 1 to December 31 when they begin getting assessment monies in.

- Operating Reserve - \$106,150

On MOTION by Mr. Camolilla; seconded by Mr. Bermudez with all in favor, unanimous approval given to assigning fund balance as noted above.

E. Field Operations

- Field Management Report**
- Action Item List**
- Resident Call Log**
- American EcoSystems Aquatic Report**
- Blade Runners Landscaping Update**
- Discussion of Gate Remote Controls**

Mr. Smith reviewed the field management report as contained in the agenda package, which is available for public review at the District Office during normal business hours.

Mr. Garcia asked if speed bumps will be installed at the front gate?

Mr. Smith responded yes. We closed out the Envira contract but we did a final walkthrough and as part of that they asked for some striping improvements.

The painting is finished at the guardhouse and the signage is up.

Mr. Garcia asked are we working with Envera for the arms or are we going to handle that?

Mr. Smith responded it is my understanding Envera is going to handle the gate arms.

Mr. Camolilla asked are we billing Envera or did we bill the person because we captured the license plate?

Mr. Smith responded we are working on that with the gentleman who took it off. The issue with it is there was not a loss associated with it.

Mr. Bermudez asked what is the legal standing on that?

Mr. Clark responded if someone damages it they are the one responsible. If it is an automobile it should go against their auto insurance. If someone gets out and dismantles it that is probably not an auto insurance issue. It is still a wrongful act and we should send them a bill.

Mr. Bermudez stated we had a guy who hit the first one and then manually took the other one down. What is the legal ramifications for us to bill him?

Mr. Clark responded he has damaged our property and owes us money. The other alternative is he has committed a misdemeanor malicious mischief or vandalism and we might have to pursue it that way if we do not get results.

Mr. Bermudez asked what about the liability?

Mr. Clark responded we can generate an invoice and give it to him with a few days to pay it to avoid further action.

Mr. Garcia stated you have the license plate of the vehicle. Can the Board add a service charge? The repair was \$600; can the CDD add \$200 for service?

Mr. Smith responded I can generate an invoice for my guy who had to come out and put the gate arm back on. Can the community also generate an invoice?

Mr. Clark responded no, we want to recover all our actual costs but we would have to adopt a rule if we wanted to levy an administrative fine.

Mr. Bermudez stated we can bill for the total costs for the guy coming to fix it and Envera responding.

Mr. Clark responded whoever responds renders a bill to us and we collect it. If they both respond we charge for both.

On MOTION by Mr. Garcia seconded by Mr. Camollia, with all in favor, to authorize invoicing for damages to the gate and cost of repairs was approved.

Mr. Smith addressed the arms being removed noting he is not setup to have his guys respond to this on a regular basis. They were expecting Envera to do repair any time there are damages to the gate and they are pushing back on this. During work hours Mr. Smith can send someone out but after hours he does not have anyone on call.

Mr. Garcia addressed an incident on a Friday evening where he called Envera. The lady who answered told him he would have to find somebody to do the repair. He called the Vice President of Envira who provided a number for whenever they have issues with the arms.

Mr. Bermudez inquired if they can verify repairs are part of the contract.

Discussion continued on the gate arms and repairs.

Mr. Smith reported on the following:

- Solar panels
- Pool heater
- Jacuzzi pool heater - contractors working on it to make sure it is working properly.

Mr. Camolilla asked if there were any issues with the electrical panel in relation to the pool service?

Mr. Smith responded no. We did have a problem with the heater on the roof; there was a break in the pipe and we lost some water out of the pool. We refilled the pool and fixed the pipe.

- Blade Runner is continuing to make landscape improvements.
- They are getting quotes for the bush hogging on the trail in the back. Once it is cleaned up they will install some benches and tables.

Mr. Casillas addressed kids being by the boat ramp. He noted in his opinion the boat ramp is a hazard. He does not see a use or purpose for it.

Mr. Bermudez noted they should close the boat ramp temporarily until construction is completed. There are kids going back there but nobody with boats.

Mr. Smith stated there have only been one or two people to put boats in there.

Discussion followed on the boat ramp with the consensus of the Board being to close it temporarily. Signs will to be placed in the area stating “Boat Ramp Temporarily Closed - No Trespassing”.

Discussion followed on landscape and aquatic maintenance at the boat ramp.

Mr. Bermudez addressed resident comments - the pool being dirty, the playground needs to be pressure washed and there is a snake in the area.

Mr. Garcia asked if they acquired the foreclosure parcel?

Mr. Clark responded yes we did.

Mr. Garcia requested an estimate be obtained to develop a playground on this parcel.

Mr. Smith responded it will be \$20,000 to \$23,000.

Discussion continued on the pool and playground with Mr. Smith noting they will get them cleaned and pressure washed.

Discussion followed on removing the dump site. Mr. Smith noted after the dumpster was removed people continued to dump trash there. He will get with Waste Management to bring in a smaller dumpster and they will enclose and secure it.

Discussion followed on parking at the pool/clubhouse. Place signs that state “No Overnight Parking”.

Discussion followed on dogs running around off leash. Mr. Clark noted this would be a question for County Animal Control it is not within the jurisdiction of the CDD.

Mr. Smith addressed the clickers for the last security gate noting he has had a couple of requests from homeowners to be reimbursed for them.

Mr. Bermudez stated it comes up at every meeting that they want their money back. We have no use for the remote controls so if there are no objections I would say return the money.

Mr. Garcia noted it should be \$19.

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| On MOTION by Mr. Garcia seconded by Mr. Camolilla, with all in favor, to rebate remote controls to homeowners as returned to the office was approved. |
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SEVENTH ORDER OF BUSINESS **Other Business**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Supervisors Requests & Comments**

Mr. Camolilla requested Mr. Clark send a letter to the HOA asking them to provide a complete mailing and email list [resident directory] electronically. The HOA President is Michael Reed.

Mr. Camolilla addressed the DR Horton request noting he wants to make sure they safeguard the community and have hedging installed to provide privacy where properties abut.

Mr. Clark stated I am not sure we can dictate that but we can talk about being good neighbors.

Mr. Garcia noted the people at the condominium entrance will be looking at the backside of the houses across the street. It is his understanding by Florida law they should not be.

Mr. Bermudez stated according to the engineer they are supposed to have a double fence.

Mr. Clark stated those are county code issues and it depends on what they approved and what conditions they place on their approval. I do not know of any general law that makes them do that but usually it is governed by the conditions of the approval of the project.

Mr. Camolilla noted he received an email from a parent wanting to know about the bus stop. He did not want to respond because he did not know what the status was.

Mr. Garcia stated the bus stop is outside the gate.

Mr. Bermudez requested a copy of the STS contract. It noted it is Severn Trent Services but it also says Moyer Management Group, can you clarify that.

Mr. Moyer responded the actual manager is Severn Trent Services. They contract with me, Moyer Management Group, to manage their districts in Central Florida. Your contract is with STS and I am a sub-contractor for STS.

Mr. Bermudez stated so it is just one contract.

Mr. Moyer stated you have one contract with STS.

Mr. Bermudez asked is there anyway we can be provided a copy of that contract.

Mr. Moyer responded yes.

Mr. Camolilla stated in the report it states for non-ad valorem assessments there are 12 units where collection is doubtful. What are the options on that.

Mr. Moyer responded that needs to play out in the tax collectors office, in terms of selling tax certificates. If they do not sell, for whatever reason, after seven years, the county ends up owning those properties and we would not get anything in that case.

Mr. Camolilla stated there is no recourse for us.

Mr. Moyer stated no, sir.

Mr. Camolilla asked are the landscapers going to trim the palm trees.

Mr. Smith responded yes.

Mr. Camolilla addressed roof tiles noting some of them could use a power washing. Are they going to consider some type of program where five or six houses are done every quarter?

Mr. Smith responded we do not have anything to do with that. 1½ years ago we did this building.

Mr. Bermudez stated the houses are an HOA issue.

Mr. Casillas addressed communication between the HOA and CDD.

Mr. Clark stated there is no law against it but if the HOA is made up of CDD supervisors then that creates a problem with the Sunshine Law. You can and should communicate; in most CDD's where they have an HOA have a representative who attends their meetings and communicates back and forth. I think you are in a situation where your HOA is not really functioning the way it needs to and that is the problem.

Mr. Casillas stated so in the future when we have an actual HOA one of the supervisors can interact.

Mr. Clark stated it is pretty normal to do that.

A resident stated everyone at the CDD is doing a great job serving the community; over the last few years there has been a huge difference. The HOA has agreed for DR Horton to have a meeting with the HOA manager later this week. The HOA has not had a meeting in four years and refuses to answer phone calls or correspondence. The community is entitled to one person on the board but they have

refused to meet with us. Between DR Horton and the homes that have been sold in the community I think we can now have control over the HOA. He noted there is also a townhome builder that will be included on the HOA.

Mr. Camolilla asked if they have to have an HOA and a CDD?

Mr. Clark responded yes.

Mr. Moyer stated one is private property and the other is public property.

Mr. Casillas asked is there no way the CDD Board can take over the HOA.

Mr. Clark responded no.

NINTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business, the meeting was adjourned.

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| On MOTION by Mr. Bermudez seconded by Mr. Camolilla with all in favor, the meeting was adjourned. |
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Benjamin Casillas
Secretary

Drew Camolilla
Chairman

Fourth Order of Business

OFF-DUTY SERVICES AGREEMENT

This Off-Duty Services Agreement ("Agreement") is entered into as of the ___ day of _____, 2015 ("Effective Date"), by and among **OSCEOLA COUNTY**, a political subdivision and charter county of the State of Florida ("County"), the **OSCEOLA COUNTY SHERIFF'S OFFICE** (the "Sheriff"), and **VILLASOL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("CDD").

WITNESSETH:

WHEREAS, the CDD was established by County Ordinance No. 00-09, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements for the VillaSol development in Osceola County, Florida ("VillaSol");

WHEREAS, the CDD has constructed the roadways lying within VillaSol, which roadways are owned by CDD as public roads ("Roads"), over which Roads the County has jurisdiction to enforce the laws of the state pursuant to Section 316.006(3)(a), Florida Statutes;

WHEREAS, pursuant to Section 190.012(2)(d), Florida Statutes, the CDD is authorized to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for security within VillaSol, including, but not limited to patrol cars, when authorized by proper governmental agencies; provided that the CDD may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the CDD district boundaries;

WHEREAS, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program which can provide personnel for enhanced enforcement of the criminal, traffic or penal laws of the state for a public or private employer, and the Sheriff has adopted Policy and Procedure Number 360.0, Off-Duty Employment ("Policy"), governing such employment of off-duty deputies;

WHEREAS, the CDD desires to contract with the County and the Sheriff to provide for enhanced patrol of VillaSol under the Sheriff's off-duty employment program, and the County and the Sheriff agree to provide such services, all upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors, and assigns as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

SECTION 2. JURISDICTION; ADDITIONAL AUTHORITY. The parties agree that the County has jurisdiction over law enforcement on the Roads. The Sheriff's provision of off-duty patrol services pursuant to this Agreement shall be in addition to the existing authority of the County, and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services for VillaSol as are required by law.

SECTION 3. OFF-DUTY SERVICES.

(a) **Provision of Services.** The Sheriff shall provide off-duty services to the CDD in accordance with the Policy, as same may be amended from time to time. The CDD shall complete and submit the Off-Duty Business Application (Form# SO-03-78) in accordance with the Policy, which shall define the scope of the off-duty services.

(b) **Compensation.** The CDD shall pay the Sheriff for the off-duty services rendered at the established rates in effect from time to time in accordance with Policy.

SECTION 4. COUNTY TO RETAIN REVENUE. All revenue from any fines, costs and penalties imposed by traffic citations issued for violation of traffic laws on the Roads shall be retained by the County or the Sheriff, and the CDD shall have no rights thereto.

SECTION 5. LIABILITY NOT INCREASED. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that to which the County or Sheriff would ordinarily be subject when providing normal police services.

SECTION 6. ROAD MAINTENANCE. Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Roads. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within VillaSol shall at all times be solely and exclusively the responsibility of the CDD, its successors and assigns.

SECTION 7. TERM. Unless earlier terminated in accordance with the terms hereof, the term of this Agreement shall be for one year, commencing on the Effective Date. This Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party upon thirty (30) days written notice to the other parties.

SECTION 8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all other agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 9. NON-WAIVER. The failure of any party to insist upon another party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 10. REMEDIES. The parties hereto shall have all rights and remedies provided hereunder with respect to enforcement of the terms of this Agreement and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and other such equitable or injunctive relief as appropriate or necessary to enforce this Agreement.

SECTION 11. NOTICE OF DEFAULT. No party shall be considered in default for failure to perform under this Agreement unless and until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice

SECTION 12. NOTICES. All notices or other communications hereunder shall be in writing and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

As to County: Osceola County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: Osceola County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

As to Sheriff: Osceola County Sheriff's Office
2601 East Irlo Bronson Memorial Highway
Kissimmee, Florida 34744
Attention: General Counsel

As to CDD: VillaSol Community Development District
610 Sycamore Street, Suite 130
Celebration, Florida 34747
Attention: District Manager

Copy to: Clark, Albaugh & Rentz, LLP
700 West Morse Boulevard
Suite 101
Winter Park, Florida 32789
Attention: Scott D. Clark, Esq.

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

SECTION 13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 14. AMENDMENTS. No amendment of any provision of this Agreement shall become effective unless the same is in writing, executed by the County, the Sheriff and the CDD.

SECTION 15. BINDING EFFECT. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties hereto.

SECTION 16. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 17. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 18. JURISDICTION AND VENUE. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in the County.

SECTION 19. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.

SECTION 20. WAIVER OF FISCAL YEAR PROVISION. The Sheriff hereby waives any right to preclude this Agreement from taking effect prior to October, 2015, the beginning of the County’s fiscal year, in accordance with Section 316.006(3)(b)(2), Florida Statutes or otherwise.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

Chairman/Vice Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

OSCEOLA COUNTY SHERIFF’S DEPARTMENT

Print Name: _____
Title: _____

VILLASOL COMMUNITY DEVELOPMENT DISTRICT

Attest:

Gary L. Moyer, Secretary

Drew Camolilla, Chairman



Sheriff Robert E. "Bob" Hansell

OSCEOLA COUNTY SHERIFF'S OFFICE

2601 E. Irlo Bronson Memorial Hwy. • Kissimmee, Florida 34744
Telephone: 407-348-1100 • www.osceolasheriff.org

Dear Off-Duty Employer,

As of October 1, 2008, the Osceola County Sheriff's Office will be changing its policy related to Off-Duty Employment. **The new minimum hourly rate for a Deputy Sheriff, whose duties include using the county's vehicle for patrolling purposes, will be \$32.00 per hour. All details which do not include patrolling in a county vehicle will remain at the same rate of \$30.00 per hour. The Osceola County Sheriff's Office will no longer accept cash as a form of payment for Off Duty Details.** This letter is intended to provide you with a brief overview of the process and to make you aware of changes that will affect you as the employer.

Enclosed with this letter is an Off-Duty Deputy Request Application. Please fill out the application completely. If there are sections that do not pertain to your employment, please write N/A in the blank. If any space is left blank, the application will be returned which will delay processing the application. It is our responsibility to conduct an assessment on your application and make the necessary inquiries to ensure that Sheriff's policy and procedures are being followed. From the time your application is received, it could take up to seven (7) days to finalize the request. The complexity of the job and specific requests of the employer will dictate the amount of time needed to complete the assessment. No off-duty job will be authorized if a potential employer places any restrictions of race, color, gender, or national origin. It is also a violation of Sheriff's Office policy for deputies working the detail to accept gifts, gratuities, bonuses, tips or merchandise in any form.

If approved, your application will be given a job number and an invoice will be faxed to you. The detail employer will make payments directly to the Osceola County Sheriff's Office before the starting of the detail. Payment must be made by company check, money order, or cashier check before the detail can begin. The approved jobs are posted agency wide and deputies will assign themselves to your detail through our new Off Duty Detail software system. Please understand that deputy sheriffs perform off-duty services on a voluntary basis. There is no requirement they work on their off time. You should understand that deputy sheriffs are governed by agency policy while working off-duty for you. The Sheriff's Office oversees all off-duty employment and will become involved in matters as deemed necessary.

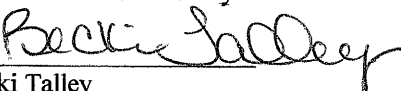
Agency personnel engaged in off-duty employment are covered by the provisions of the agency's Workers Compensation Plan or liability provisions of the agency's insurance program when they are engaged in law enforcement related actions.

There is also a four (4) hour minimum for all details worked. The hourly rate will be upgraded for Sergeants, Lieutenants and, detail liaisons, if they are required, when such additional supervision is required due to the size of the detail. If the detail is canceled, it is your responsibility to contact the Osceola County Sheriff's Office as soon as possible, so that we can notify the assigned deputy/deputies. If the deputy show up to a detail and the Osceola County Sheriff's Office was not notified of the cancellation, you will be required to pay them for four (4) hours.

If you have any questions regarding the Off-Duty Employment Policy, please feel free to contact me or anyone in my office at 407-348-1130. Our fax number is 407-348-1181.

Sincerely,

Robert E. Hansell
Sheriff of Osceola County

By: 
Becki Talley
Human Resource Supervisor

Member of National Sheriff's Association



Member of Florida Sheriff's Association

Florida State Accredited

Osceola County Sheriff's Office

Policy and Procedure

Number: 360.0

Subject: Off-Duty Employment

Effective Date: 06/21/13

P.R.C Review: 06/20/12

Rescinds: 07/20/11

Amends:

This order consists of the following:

1. Purpose
2. Policy
3. Definitions
4. Procedures

1. **Purpose**

The purpose of this policy is to establish guidelines for employee's off-duty employment to protect the integrity of the Osceola County Sheriff's Office.

2. **Policy**

It is agency policy to regulate off-duty employment to ensure an employee's fitness for duty and to prevent conflicts of interest. Enforcement related off-duty employment is a privilege, not a right. Off-duty employment is secondary to duties performed for the Sheriff. The Sheriff or designee may revoke, deny, or restrict off-duty employment if it is deemed to be in the agency's best interest.

3. **Definitions**

- A. Act of God – Events outside of human control, for which no one can be held responsible (e.g. natural disasters, extreme weather, etc.)
- B. Employee – Any full-time, part-time, or reserve member of the agency whether civilian or sworn.
- C. Off-Duty Employment – Agency authorized off-duty employment that requires the actual or potential use of law enforcement powers as a sworn law enforcement officer. This includes traveling out of Osceola County under the dignitary protection provisions. {CFA 9.02}
- D. Detail Liaison – An agency employee who will provide training and/or coordinate the activities of agency personnel working a particular off-duty job.
- E. Job Number – A number issued and assigned to all off-duty employment opportunities. The job number is the main identifying characteristic for any approved off-duty job.
- F. Long Term Job – Any approved off-duty job longer than thirty-one (31) days.
- G. Outside Employment – Employment not of a law enforcement nature, in which police powers are not a condition of employment, requiring no real or implied law enforcement service to the off-duty employer (e.g., any teaching, lawn maintenance, etc.)

- H. Off-Duty Employer – Any person, governmental entity, or private business that hires an agency member.
- I. Off-Duty Detail Clerk – An agency clerk assigned to the Human Resources Section. This individual's responsibility includes, but is not limited to, overseeing the approval process for prospective off-duty employers, posting Off-Duty Employment announcements, scheduling, and obtaining contractual agreements from any party interested in obtaining off-duty detail services.
- J. Personal Protection Services – Off-duty employment involving the request for a deputy sheriff to provide personal protection or related services such as, escorting or chauffeuring of individuals who are public figures, senior corporate executives, foreign nationals, celebrities, or governmental officials not protected by the State Department or Secret Service.
- K. Temporary Job – Any approved off-duty job lasting thirty-one (31) days or less.
- L. Work Week – For the purpose of this policy, this is defined as Sunday thru Saturday.

4. **Procedures**

- A. Coordination of Details
 - 1. All requests for off-duty detail services will be made to the Off-Duty Detail Clerk who will be responsible for assigning them in accordance with section C below.
 - 2. Details will be scheduled for one month at a time, in advance.
 - a. All known and available details will be set out in a master schedule every month.
 - b. The total number of detail hours available for each eligible employee in the upcoming month shall be set by the Human Resources Manager based on the total number of available jobs.
 - c. The "Detail Availability Schedule" for the following month will be developed on the 1st working Monday of the month, by the Off-Duty Detail Clerk using those deputies referred to above.
 - 3. When certain details require specific certifications or training, this information will be noted on the Detail Availability Schedule so deputies requesting details know the detail requirements. Deputies that sign up for a detail with an employer that has a Detail Liaison are responsible for any required briefings and training with the Detail Liaison on their own time so that they are prepared for the detail.
- B. Role of the Off-Duty Detail Clerk. The Detail Clerk will:
 - 1. Coordinate, including but not limited to, the approval process and posting for prospective off-duty employment opportunities.
 - 2. Maintain all secondary employment files.
 - 3. Notify the Human Resources Section Manager via the chain of command of any

complaints arising from violations of this policy.

4. Conduct information meetings for detail liaisons, if necessary.

C. Off-Duty Job Process

1. Employers desiring off-duty law enforcement services from agency employees must contact the Off-Duty Detail Clerk and complete an Off-Duty Business Application (form# SO-03-78). Agency employees approached by potential off-duty employers shall refer them to the Off-Duty Detail Clerk. {CFA 9.02}
2. The minimum time any member working an Off-Duty detail will be compensated is four (4) hours.
3. Approval of Prospective Employers
 - a. The Off-Duty Detail Clerk in consultation with the Personnel/Finance Section Director and the effected captain (east/west) or their designee shall review and approve or disapprove all off-duty employment opportunities. The sworn employee reviewing the application has the authority to require a minimum number of deputies for any job. The following factors shall be considered: {CFA 9.02}
 - (1). Job Location
 - (2). Job Nature
 - (3). Anticipated crowd size
 - (4). Past problems
 - (5). Available intelligence information
 - (6). Risk assessment
 - (7). Feedback from agency personnel
 - b. Employers desiring off-duty law enforcement services should submit an application at least 48 hours prior to the anticipated date of the job.
 - (1). Employers may submit an application less than 48 hours prior to an event at an additional cost established by the Sheriff or designee.
 - (2). The Sheriff's Office does not guarantee an off-duty job will be filled.
 - c. All approved recurring Off-Duty Details shall be reviewed annually to ensure the detail and its responsibilities continue to be within the scope of this policy.
 - (1). This review shall be completed by the Patrol Division Captain commanding the sector for the location of the off-duty detail.
 - (2). This review process shall consist of the off-duty employer re-submitting the Off-Duty Business Application (form# SO-03-78) as outlined above.
 - (3). Any review resulting in the cancellation of the off-duty detail shall be handled as outlined below in section 4(I)(2)
4. Posting of Off-Duty Jobs

Employment opportunities are not considered approved until the Off-Duty Detail Clerk or designee has assigned a job number to the application form. If the employment opportunity is approved, the Off-Duty Detail Clerk or designee shall post the job on PowerDetails. Excluding exigent circumstances, newly approved jobs will be posted at 1500 hours on the day of approval, or the next business day if received after 1500 hours. The posting will consist of: {CFA 9.02}

- a. Employer name, address, and phone number
 - b. Employer contact name
 - c. Number of deputies needed
 - d. Location of work site
 - e. Specific date(s), hours, and duration of job
 - f. List of Sheriff's Office equipment authorized to be used
 - g. Authorized attire
 - h. Description of services requested or work required
 - i. Detail Liaison name and contact number, if known
 - j. Hourly rate
 - k. Job number
5. Off-Duty details falling under the Personal Protection Services criteria shall follow the process listed under Section 4(P) of this directive.
6. Off-duty employment within municipalities shall be authorized only by the Sheriff or designee. The municipality must notify the Sheriff they will not provide law enforcement off-duty services and have no objection to Osceola County Sheriff's Office personnel providing those services within their jurisdiction.
- D. Detail Cancellation
- 1. Excluding acts of God, a cancellation fee, payable to the Sheriff's Office, of four (4) hours per deputy shall be charged to any employer who fails to notify the Off-Duty Detail Clerk or scheduled personnel of the cancellation at least 8 hours prior to the detail.
 - a. Members who, because of a failure to be properly notified, arrive at the detail shall be compensated as outlined section 4(C)(2) of this policy.
 - b. Assigned members who are notified prior to arrival at the detail, shall not be compensated.
 - 2. Scheduled personnel who are notified by an employer about a detail cancellation shall immediately notify communications and the sector supervisor of the cancellation.
 - a. Efforts shall be made to notify other effected members knowingly assigned to the detail of the cancellation.
 - b. The Human Resources Manager or designee shall be notified as soon as possible, however no later than the next business day, of the cancellation.
- E. Employee Eligibility and Detail Sign up
- 1. Any sworn personnel that have completed their initial Deputy Sheriff probationary period (one year) and Patrol Field Training Program will be eligible to participate in the Off-Duty Detail Program. Members that are hired with two (2) years prior law enforcement experience and have completed the field training program may submit a request prior to completion of the one year probationary period to begin working details to the Sheriff or designee. Members who have their probation extended will not be permitted to work off-duty details until the probation is successfully completed. {CFA 9.02}
 - 2. Deputies that leave the Sheriff's Office and return at a later date are still subject to

this eligibility provision.

3. Eligible personnel shall be grouped based on the number of consecutive years in a full-time law enforcement capacity with the Osceola County Sheriff's Office, starting from the member's most recent date of hire in a full time sworn capacity. The following table shows the order of sign up for sworn personnel who have submitted an Off-Duty Detail Participation Form (approved by their captain) to the Off-Duty Detail Clerk: {CFA 9.02}

| Group | Years of Experience with the Osceola County Sheriff's Office |
|-------|--|
| 1 | 15 or more years |
| 2 | 10 through 14 years |
| 3 | 5 through 9 years |
| 4 | 2 through 4 years |
| 5 | Less than 2 years |
| 6 | Reserves and others approved by the Sheriff |

4. Detail Sign Up
 - a. Each Group, beginning with Group One will be given from 1200 hours on the first day of detail sign up week until 1159 hours of the next day to sign up for the maximum number of details.
 - (1). Each subsequent group will be given from 1200 hours on the day following the previous group's sign up day until 1159 hours of the next day.
 - (2). Group 6 shall have the opportunity to request off-duty employment only after members of groups 1 through 5 have had an opportunity to request off-duty employment.
 - b. If a detail remains unfilled after each group received the opportunity to request the allotted details, the Off-Duty Detail Clerk will e-mail all groups with the open opportunity to request additional unfilled details.
5. Any member who is eligible to move to the next detail sign up group must notify the detail clerk of his/her upcoming anniversary via email prior to the next detail sign up period. Any member who fails to notify the detail clerk within the specified period shall forfeit the transition until the following detail sign up period.

F. Teaching engagements as described below are considered non-enforcement related activities. (This section of the directive does not apply to reserves, volunteers, or part-time employees who are teachers by profession.) {CFA 9.01}

1. Employees teaching law enforcement related subjects, techniques, or equipment for compensation are exempt from the above requirements, but are reminded they are representing the agency and will conduct themselves professionally, as their actions directly reflect upon the Sheriff.
 - a. Members must wear business or other professional attire commensurate with the training being given.
 - b. Uniforms and/or equipment may be worn and/or used as approved by the member's captain.
 - c. A disclaimer containing the following language must be communicated in

writing to the students prior to the course of instruction beginning: {CFA 9.01}

“The Sheriff of Osceola County, Florida, does not endorse products or services. While employees of the Sheriff may express preferences for particular products or services, their opinions are strictly their own. Those opinions do not express the official position of the Sheriff of Osceola County.”

2. When teaching during their normal duty hours, employees are required to use their personal leave time for such engagements. A job number is not required for this type of employment nor is Section 4(O) (Employees Starting Their Own Business) of this policy applicable. Agency equipment may not be used by the employee, unless otherwise approved.
3. Employees who have started their own business as a guest lecturer or speaker and/or teaching for any business or entity other than a criminal justice academy, shall abide by section 4(O). The agency uniform may not be worn unless specifically authorized by the Sheriff or designee. {CFA 9.01}

G. Off-Duty Employment at Licensed Liquor Establishments

1. The Off-Duty Detail Clerk may schedule off-duty employment at premises licensed primarily for the sale and/or consumption of alcoholic beverages only when that employment does not conflict with any section of this policy or state law, and has been approved.
2. Approved enforcement related off-duty employment under this section will be subject to the following conditions.
 - a. Except as outlined below, a minimum of two deputy sheriffs during the same shift must be on the premises throughout the period of off-duty employment, at all times.
 - b. Personnel are restricted to law enforcement action only, and shall not:
 - (1). Screen patrons for entry or act as bouncers.
 - (2). Work within the interior of the establishment unless taking law enforcement action.
3. Personnel working enforcement related off-duty employment at licensed liquor establishments serving alcohol, shall only be permitted to leave one detail deputy alone at the business under exigent circumstances, and only with the approval of the on-duty Platoon Lieutenant.

H. Restrictions and Prohibitions on Off-Duty Employment

1. Restrictions
 - a. Employees are not authorized to work any enforcement related off-duty employment that has not been reviewed and approved by a captain or above and assigned a job number by the Off-Duty Detail Clerk.
 - b. Employees are prohibited from working any enforcement related off-duty employment while relieved of duty due to one of the following circumstances:
 - (1). Fitness for duty evaluation.
 - (2). While under investigation for a criminal action, administrative action, or discipline.

- c. Employees are prohibited from working any enforcement related off-duty employment while they are restricted from full duty, off work using sick time, or while using FMLA benefits.
- d. The agency shall impose a maximum allowable limit of seventy (70) hours per week of any combination of scheduled duty time plus enforcement related off-duty employment.
 - (1). Authorized leave (not including sick time) may be used to increase enforcement related off-duty employment time hour for hour.
 - (2). The Human Resource Section and the Detail Clerk will monitor the hour limit. Violations shall be handled as an administrative action in section 4(R) below.
 - (3). Employees who elect to take approved authorized leave to increase their enforcement related off-duty employment hours shall not exceed the maximum allowable limit normally calculated for that particular week.
- e. The minimum hourly rate of pay for enforcement related off-duty employment shall be determined and designated by the Sheriff.
 - (1). Off-duty employers may choose to increase the rate of pay above the established minimum rate.
 - (2). There are separate rates for off-duty employment and personal protection services.
 - (a). The personal protection services rate shall be a minimum of \$9.00 more per hour than the minimum hourly rate.
 - (b). When a sergeant is required, each sergeant shall receive an additional \$3.00 per hour above the minimum rate of payment for a deputy sheriff.
 - (c). The lieutenant shall receive an additional \$3.00 per hour above the minimum rate of payment for a sergeant.
 - (3). When a Detail Liaison is requested or used the member shall, unless waived by the member, receive an additional \$3.00 per hour to the minimum rate of payment for the member's rank that is required for the detail (if a detail employer requests a liaison that may be filled by a sergeant, the hourly rate will be calculated on the sergeant's rate of off-duty pay regardless if the liaison is a lieutenant or above).
- f. When enforcement related off-duty employment requires the use of numerous deputies, the following criteria shall apply:
 - (1). For every five (5) sworn members required at a specific time and location, at least one of those members shall be a supervisor holding the rank of sergeant or above.
 - (2). For every three (3) sergeants required at a specific time and location, at least one manager holding the rank of lieutenant or above is required.
 - (3). Any time the off-duty employment requires the use of a lieutenant or above, an operations plan and after-action report shall be completed by the lieutenant or designee.
- g. A premium rate established by the effected captain (east/west) shall be applied to all details performed on approved Sheriff's Office holidays, and other approved days.
- h. The acceptance of gifts, gratuities, bonuses, tips, or merchandise in any form

- from any enforcement related off-duty employer is strictly prohibited. Meals provided to participating deputies during the detail are considered part of the compensation for that job and not considered a bonus or tip, etc. {CFA 9.02}
- i. Rent free, reduced rent residences, or other related forms of compensation in exchange for courtesy officer or vandal watcher services are considered to be enforcement related off-duty employment, however, they are exempt from the reimbursement fee.
 - (1). This type of employment is only permissible when the employee has satisfied the following conditions: {CFA 9.02}
 - (a). An Application for Outside Employment has been submitted by the deputy. Attached to the Application for Outside Employment shall be the following: {CFA 9.02}
 - [1]. A copy of the work agreement detailing the duties to be performed by the deputy.
 - [2]. A Secondary Employment Application which is completed by the employer requesting enforcement related off-duty services.
 - [3]. A copy of the unsigned lease agreement and any other related documents.
 - (b). The Application for Outside Employment and all documents shall be approved, via chain of command, by the Sheriff.
 - [1]. The employee's off-duty employment status must be in good standing.
 - [2]. Any administrative and/or disciplinary action resulting in a temporary or permanent off-duty employment suspension, will temporarily or permanently affect the employee's ability to perform courtesy officer duties and receive the benefit of same. The Off-Duty Detail Clerk shall notify the employer of said action. {CFA 9.02}
 - (c). Members shall only perform courtesy officer or vandal watch duties within the jurisdiction of the Osceola County Sheriff's Office unless approved by the Sheriff. {CFA 9.02}
 - (2). All rent free, reduced rent residences, or other related forms of compensation in exchange for courtesy officer or vandal watcher services shall be monitored by the Detail Clerk, after approval from the Sheriff via chain of command. {CFA 9.02}
 - j. Employers who are delinquent in remitting payment for off-duty services may be subject to temporary or permanent suspension from receiving off-duty law enforcement services. Employees working a delinquent account will be notified by the Detail Clerk. Once notified, employees shall not work the delinquent account until all fees are remitted and they are notified by the Detail Clerk. Such accounts shall be considered unauthorized off-duty employment.
 - k. Personnel shall not engage in enforcement related off-duty employment for at least eight (8) hours prior to beginning their regularly assigned duties with the Osceola County Sheriff's Office. Deputies living in rent free or reduced rent apartments are bound by the eight (8) hour rule and expected to arrange with the management any details necessary to ensure they receive the proper rest prior to the start of their shift. First line supervisors have the authority to

override this provision when enforcement related jobs no more than two (2) hours in length are worked by employees prior to the start time of their regularly assigned duties.

While the eight (8) hour rule does not apply to non-enforcement related off-duty, if the non-enforcement related off-duty employment interferes with, or adversely impacts, the employee's on-duty performance, management reserves the right to regulate that employment prior to regularly assigned duties.

- I. Personnel working off-duty employment are subject to agency recall at any time.

2. Prohibitions

- a. Employees may only engage in off-duty employment when it presents no potential conflict of interest between duties as a Sheriff's Office employee and duties required by the off-duty employer. Employment involving potential conflicts of interest is prohibited whether or not compensation is received. Examples of conflicts of interest include, but are not limited to: {CFA 9.01}
 - (1). Working as a process server, bill collector, reposessor of vehicles or other property, or any other similar employment in which a deputy might be expected to exercise his sworn authority to the employer's benefit.
 - (2). Performing personnel investigations or any employment which might require access to criminal history information, records, or files as a condition of employment.
 - (3). Wearing the Sheriff's Office uniform in the performance of tasks other than those of a law enforcement nature, unless approved by the Sheriff or designee.
 - (4). Assisting in any manner the defense in any criminal action.
 - (5). Working for a business or any group that is involved in a dispute (e.g. labor dispute).
 - (6). Employment prohibited under F.S.S. 561.25 which includes engaging in the sale of alcoholic beverages or being employed directly or indirectly, with or without compensation, in connection with the operation of any business licensed under the beverage law unless otherwise permitted by statute.
 - (7). Employment involving bail bond agencies.
 - (8). Investigative work for attorneys, insurance companies, collection agencies, security firms, or other related business.
 - (9). Employment as a private watchman, private guard, bouncer, or private store detective other than approved enforcement related off-duty employment under this policy, unless approved by the Sheriff or designee.
 - (10). Other employment which adversely affects the performance of official duties or which creates a conflict of interest, ethical violation, violation of county ordinance, or state statute.
- b. No off-duty job will be authorized if a potential employer places any restrictions of race, color, gender, or national origin on who may work the job. Assignments for off-duty employment are to be made on a non-discriminatory

basis regardless of race, color, gender, or national origin. {CFA 9.01}

- c. Employees may not work enforcement related or non-enforcement related off-duty employment that constitutes a threat to the status or dignity of the Sheriff's Office. Examples are establishments whose primary purpose is to engage in the sale of pornographic books, magazines, sexual devices, videos, or that otherwise provide entertainment or services of a sexual nature. {CFA 9.01}
- d. The Off-Duty Detail Clerk will not approve employment opportunities that include outside agency personnel performing duties under the coordination and direction of a Sheriff's Office detail liaison. Potential employers having a need to hire multiple agencies will be informed of the necessity to have a separate and distinct coordination and responsibility process for duty requirements whereby outside agencies are responsible for their own actions.

I. Conduct during Enforcement Related Off-Duty Employment

- 1. Personnel participating in enforcement related off-duty employment are governed by all agency policies, procedures, and directives not the policies, procedures, or directives of any off-duty employer. Any member participating in enforcement related off-duty employment encountering business activities contrary to this policy, or potentially damaging to the image of the Sheriff's Office, shall immediately notify the on-duty sector supervisor.
 - a. The sector supervisor shall respond to the address of the off-duty detail to assess the situation and report his/her findings to the Platoon Lieutenant.
 - b. The Platoon Lieutenant shall assess the information provided and take appropriate action, up to and including the cancellation of the off-duty detail as outlined below. {CFA 9.02}
- 2. An issued job number may be revoked at any time, without advance notice, by a lieutenant or above or the Personnel/ Finance Section Director or designee, if such action is deemed to be in the best interest of the agency or employees working the detail. The revocation of the job number, effectively cancels the off-duty detail. The Off-Duty Detail Clerk shall be notified of any revocation. In the event the off-duty employment is canceled, the member initiating the cancellation shall forward a report to the appropriate Major, via chain of command, documenting the reasons for the revocation. {CFA 9.02}
- 3. Responsibilities
 - a. Sworn personnel have a responsibility to the off-duty employer to be on the job site performing authorized duties. Sworn personnel working enforcement related off-duty employment are, unless approved by the Sheriff or designee, responsible for the following activities at the off-duty employment job site during their duty hours.
 - (1). All calls for service.
 - (2). Arrests.
 - (3). All applicable written reports.
 - b. Employees who are handling calls for service during and up until the end of their detail are not required to work past their detail time unless working a call at that time.
 - (1). The patrol supervisor shall assist by providing on duty personnel when

- necessary.
- (2). All calls for service shall be documented in accordance with agency procedures.
 - (3). Members working a call for service that extends past the detail end time shall include the time on his/her agency time sheet. {CFA 9.02}
- c. At times, emergencies do occur and sworn personnel working off-duty are needed to assist on-duty personnel. Except as outlined in section 4(G), a supervisor may direct an employee who is working a detail to leave the detail to answer an emergency call when no other units are available.
- (1). Employees shall only be called to assist with in-progress calls.
 - (a). If assistance is given, the employee working for an off-duty employer should return to the job site as soon as practical.
 - (b). Employees that leave their detail at the request of a supervisor shall, consistent with section 4(I)(3)(c)(2) below, document the period on his/her Sheriff's Office time sheet and remove the time from his/her off-duty pay sheet. {CFA 9.02}
 - (2). If the time away from the detail exceeds thirty (30) minutes or the detail employer requests credit for less time, the member will: {CFA 9.02}
 - (a). Note on his/her detail time sheet the total time away from the detail and the reason.
 - (b). Note on his/her agency time sheet the total time for the call and reason.
4. Transportation of prisoners from enforcement related off-duty jobs shall be subject to the following: {CFA 9.02}
- a. Coordination with the on-duty patrol shift supervisor.
 - b. The patrol shift supervisor will determine whether the prisoner will be transported by the off-duty deputy or by on-duty personnel.
 - c. Deputies working off-duty at liquor establishments shall not transport a prisoner if it results in one deputy being left alone at the business.
 - d. No prisoner will be transported in a privately owned vehicle.
 - e. Policy 283.0, Arrestee Transport.
5. Sworn personnel working enforcement related off-duty employment shall, as soon as practical, notify the on-duty patrol supervisor of any major incident or newsworthy event. {CFA 9.02}
6. Employees accepting any off-duty enforcement related employment opportunity are required to act responsibly. This includes, but is not limited to: {CFA 9.02}
- a. Arriving on time
 - b. Completing the scheduled shift
 - c. Performing required duties
7. Inability to work scheduled details.
- a. The member who signed up for the off-duty detail is ultimately responsible for finding a replacement to fill the off-duty detail in all cases, except as outlined below.
 - (1). Members shall immediately notify the Detail Clerk and Detail Liaison (if applicable) by e-mail and phone upon learning they

cannot work their off-duty detail because of the following reasons:

- (a). A change in the employees' work schedule.
 - (b). Transfer.
 - (c). Required court appearance.
- (2). When any of the following occur within two (2) business days of the detail:
- (a). A death which qualifies for bereavement leave.
 - (b). The member is suspended, terminated, resigns, or placed on administrative leave.
 - (c). If the member is called to court for an appearance that the member did not know about beforehand.
 - (d). The member is assigned to a unit that requires each member to be in an on call status 24 hours a day and 365 days a year, and is called out for an incident that occurs during or otherwise interferes with the scheduled detail. Examples of these units are SWAT, ERT, HNT, and VCU.
 - (e). The member sustained an injury that prevents them from performing the duties of a deputy sheriff.
 - (f). There is an emergency approved in writing by the member's captain or above. The captain or above approving the emergency shall forward the member's e-mail or memo and contact the Detail Clerk to find a replacement (if possible).
- b. In any of the cases listed in section 4(l)(7) above, the member should attempt to fill the detail and shall contact the Off Duty Detail Clerk and Detail Liaison (if applicable) via email and phone.
- (1). The scheduled member is no longer responsible to fill the detail once the Off Duty Detail Clerk or Detail Liaison (if applicable) has been made aware of the conflict and related exception.
 - (2). The clerk and/or liaison will attempt to fill the detail and will notify the vender if the detail is unable to be filled.
 - (3). Unauthorized absence from a scheduled detail will subject the member to disciplinary and/or administrative action.
 - (4). If a scheduled detail will not be worked, the responsible member shall notify the Communications Section and the affected patrol supervisor.

8. Complaints

The following procedures shall apply to all complaints that arise as a result of enforcement related off-duty employment:

- a. In the event that a detail liaison is assigned, complaints will be directed to the detail liaison.
 - (1). The detail liaison shall document the complaint.
 - (2). The detail liaison shall investigate the complaint per policy 325.0, Internal Affairs Investigations.
 - (3). If the detail liaison receives a complaint on a member of equal or higher rank, the complaint shall be given to the Human Resources Section Manager. The Human Resource Section Manager shall send a memo to the member's supervisor via the chain of command.
- b. In the event that a detail liaison is not assigned, complaints will be directed to the Human Resource Section Manager.

- (1). The Human Resource Section Manager shall document the complaint.
- (2). The Human Resource Section Manager shall send a memo to the member's immediate supervisor via the chain of command.
- (3). The member's supervisor shall investigate the complaint per policy 325.0, Internal Affairs Investigations.

J. Sheriff's Office Equipment

1. Sheriff's Office Equipment, including vehicles, may be used by agency personnel only when such use has been stated on the Off-Duty Employment Notification form or has been otherwise approved by a captain or above.
2. Sheriff's Office equipment which is damaged or lost in the course of off-duty employment is subject to the following:
 - a. All damage shall be reviewed by the Loss Control Review Board consistent with existing policies.
 - b. When damage occurs which is not during an enforcement related action, the member's Major shall evaluate whether recovery, repair, or replacement costs can be obtained from the off-duty employer.

K. Notifying Communications of Off-Duty Employment

Prior to the start of any enforcement related off-duty employment, it is the responsibility of the deputy sheriff to notify the Communications Section of the following information:

1. Deputy's I.D. number.
2. Location of the job site.
3. Starting and ending time of the job.
4. Uniform or plain clothes.
5. If an agency vehicle is being utilized and whether it is a marked or unmarked unit.
6. Notification telephone number, if applicable.

L. Employment of Reserve and Part-Time Deputies

1. Reserve and Part-Time Deputies are not permitted to work enforcement related off-duty employment unless authorized by the Sheriff, or designee. Reserve and Part-Time Deputies are not permitted to work details until they have completed the Patrol Field Training Program and have been released to patrol on a solo status. The request shall be submitted in a memo to the Sheriff or designee via the chain of command.
2. Reserve and Part-Time Deputies may not accept rent free or reduced rent residences.
3. Reserve and Part-Time Deputies are limited to a maximum of thirty (30) hours per week of enforcement related off-duty employment, unless specifically authorized to exceed that amount by the Sheriff or designee.

4. A Reserve deputy shall not be approved for enforcement related off-duty employment until he/she has met his/her hourly obligation to the agency for the month prior to applying for off-duty work.
- M. The Responsibility of Supervisory Personnel
Supervisors shall monitor subordinates for compliance with the agency's off-duty policies. Supervisors shall notify the Off-Duty Detail Clerk when they become aware of any problems at reduced rent apartment complexes or any off-duty job.
- N. Equipment and Fuel Usage Fee Statement
1. The Equipment usage and fuel fees will be collected by the Osceola County Sheriff's Office directly from the detail employer.
 2. The agency shall be reimbursed a fee per hour, as established by the Sheriff, for every actual hour of enforcement related off-duty worked using agency equipment and fuel.
 3. All monies reimbursed to the agency shall be applied to a reimbursement account. This account will be used for reimbursing the agency costs incurred for the use of its equipment and fuel.
 4. The following are exempt from monetary reimbursement provisions:
 - a. Non-enforcement related off-duty employment consisting of non-duty related teaching engagements, consulting for a private company, or at the approved training academies.
 - b. Rent free residences, or reduced rent residences whereby courtesy officer duties or vandal watcher duties are performed.
 - c. Non-enforcement related off-duty employment where agency equipment is not used.
- O. Outside Employment
1. Employees intending to start their own business or attain outside employment shall submit an Application for Outside Employment (Form SO-03-77) to the Sheriff for approval prior to starting the business or outside employment. Included shall be: {CFA 9.01}
 - a. The nature of the business, goods and services to be provided, plus other pertinent business information. The extent of the employee's involvement and whether the business is enforcement or non-enforcement related should be included. {CFA 9.01}
 - b. A written statement of assurance that the business is not in conflict with the policies and procedures of the Sheriff's Office and that it is not in violation of Florida State Statute 112.313(7)(a). {CFA 9.01}
 - c. The total hours the employee will work per week and scheduled days. {CFA 9.01}
 2. Once reviewed, no additional requests need be submitted unless the nature of the business or goods and services has changed. {CFA 9.01}
- P. Personal Protection Services

1. Consistent with the definition established in Section 3(J), Personal Protection Services will be classified as enforcement related off-duty employment. They will be distinguished from those on-duty details conducted by the Sheriff's Office in response to requests from agencies such as, but not limited to, the Secret Service, State Department, and FDLE.
2. Request for approval of a personal protection detail must be submitted to the Off-Duty Detail Clerk in writing a minimum of ten (10) business days prior to the first day of the job. If exigent circumstances exist and notification cannot be given until later, a written request should be faxed to the Off-Duty Detail Clerk as soon as possible. All written requests shall contain the information established in section 4(C)(3) of this policy. The detail liaison for personal protection details must be a lieutenant or above and shall be so designated on the request. Upon obtaining the request to use deputies for personal protection services, the Off-Duty Detail Clerk will obtain all necessary information for review and obtain final approval from the Sheriff or designee through the chain of command.

The Sheriff or designee has sole discretion when classifying this type of employment opportunity as a personal protection service. The Sheriff or designee shall approve or appoint all detail liaisons for these details. Prior to approval, the detail liaison or requesting employee shall ensure an agency approved written contract is completed and forwarded to the Off-Duty Detail Clerk. No personal protection service detail will be worked without the signed agency approved contract unless authorized by the Sheriff or designee. Such contracts and changes to existing contracts shall be reviewed and approved by the detail liaison to affirm that the appropriate number of deputies required to perform the detail are assigned. The detail liaison is responsible for filling their respective detail. Personal protection details may be posted on PowerDetails at the detail liaison's direction.

3. Detail Liaison for personal protection service details shall have the additional responsibilities for ensuring:
 - a. Personnel working a personal protection service detail have completed a mandatory training block associated with personal or dignitary protection.
 - b. The senior person on-duty, in rank, or longevity shall be responsible for reporting any incidents or unusual occurrences to the on-duty platoon lieutenant.
 - c. The agency approved written contract has been filed with the Off-Duty Detail Clerk.
 - d. An Operations Plan has been completed and approved by the Detail Liaison's division captain or above.
 - e. An After Action report is completed and submitted through the chain of command with a copy sent to Research and Development within fourteen (14) days from the detail's completion. This report will identify any problems that occurred with the off-duty employer (if any), any deputies working the detail, and/or the detail itself.
 - f. Improper actions or policy violations by any deputy involved are immediately documented and forwarded to the Off-Duty Detail Clerk. The Off-Duty Detail Clerk shall forward the information to the employee's chain of command, consistent with agency policy.

- g. Prior to visiting resort areas, the Detail Liaison shall notify the appropriate security office and/or Sheriff's personnel assigned to the respective location.
4. Any deputy chosen or approved by the personal protection service detail liaison to participate in an employment opportunity classified as a personal protection service must have completed a training block coordinated by the Osceola County Sheriff's Office Training Unit. This block shall include a review of agency policies and procedures on off-duty employment, specifically personal protection service details. It shall also contain portions involving ethics, protocol, and review of the agency's diplomatic immunity policy. It should contain other topics as deemed appropriate for purposes of dealing with senior corporate executives, international dignitaries, celebrities, and public figures.
- Q. Detail Liaison
1. An employee initiating or accepting the position of Detail Liaison shall be responsible for training of the members who work the detail. They would also be responsible for handling employer complaints and concerns involving job site operations and ensuring agency policy is followed. Detail Liaisons are expected to handle employee concerns and complaints about the job. Documenting violations, counseling employees, and if necessary, referring the matter to the employee's supervisor via chain of command are the duties of the detail liaison. Questions or concerns from the Off-Duty Detail Clerk shall be directed to the Detail Liaison if applicable.
 2. New employment opportunities will be posted through normal channels however, in special circumstances, the Human Resources Section Manager or designee may appoint a detail liaison.
 3. The Human Resources Section Manager or designee is responsible for overseeing detail liaisons.
 - a. When it appears a detail liaison is attempting to manage more jobs than he/she can control, the Personnel/Finance Section Director or designee will consult with the employee's chain of command to determine if the off-duty responsibility is impeding on-duty assignments and performance.
 - b. The Personnel/ Finance Section Director or designee, with the employee's chain of command, may take any appropriate action necessary to resolve the issue and ensure that off-duty employment remains secondary to regularly assigned duties.
 4. Conflicts concerning multiple employees claiming to be the detail liaison will be settled by the Personnel/Finance Section Director. Once the detail liaison of record has been determined for each job, any detail liaison requesting to be relieved from the detail liaison of record must submit the request in writing, to the Off-Duty Detail Clerk.
- R. Administrative Action
1. To ensure consistency with all off-duty jobs, the Human Resources Section Manager shall receive the initial complaint alleging violations of Sheriff's Office Policy involving off-duty jobs.

- a. The allegation(s) shall be documented by the Human Resources Manager on the Sheriff's Office Initial Complaint/Final Disposition Form (# SO-06-105).
 - b. The completed form shall be forwarded to the accused member's captain.
 - c. The accused member's captain shall ensure the allegation is investigated consistent with policy 325.0, Internal Affairs Investigations.
2. Violations of this policy may result in formal discipline and shall result in the following administrative penalties:
 - a. 1st Offense: Corrective Counseling.
 - b. 2nd Offense within two (2) years: Three (3) month suspension of off-duty employment privileges.
 - c. 3rd Offense within two (2) years: Six (6) month suspension of off-duty employment privileges.
 - d. 4th Offense within two (2) years: Removed from the Off-Duty Employment Program. A member who has been removed from the Off-Duty Employment Program may apply for reinstatement after two (2) years have elapsed from the date of removal. The member requesting reinstatement shall submit the request in writing to the Sheriff via the chain of command. The decision to reinstate shall rest solely with the Sheriff or designee and may take into consideration the member's discipline, evaluations, and member's supervisor's recommendations for the previous two year period.
 - e. After two (2) years has elapsed for a first or second offense, any additional violations will be viewed under a new two (2) year time frame.
 3. A Major or designee has the authority to suspend an employee from working off-duty employment during an initial inquiry if it is determined to be in the best interest of the agency. The Off-Duty Detail Clerk shall be notified to ensure compliance.
 4. The actions listed in 4(R)(2) are strictly administrative and not discipline and therefore cannot be appealed.
- S. Short Notice Approval (Emergency)
1. The Human Resources Section Manager is available after hours via telephone for short notice off-duty employment situations requiring immediate approval. If not available, the Personnel/Finance Section Director shall be contacted. An example would be if a commercial business employee is robbed and the management desires immediate enforcement related off-duty employment upon reopening the store.
 2. The requesting party will call the Communications Section and request the Human Resources Section Manager be notified.
 3. The Human Resources Section Manager shall contact the appropriate captain for a verbal approval. The next business day, the Off-Duty Detail Clerk will complete the required paperwork.
 4. The Human Resources Section Manager shall maintain a list of employees to fill details for short notice situations. Deputies wish to be considered for this list should contact the Off Duty Detail Clerk via email. When contacted by the clerk, deputies

who are unable to respond to three (3) consecutive short notice situations may be removed from the list.

Approved by: Sheriff Robert E. Hansell



Osceola County Sheriff's Office

Off-Duty Business Application

Job # _____

Business/Management Company Information

(Note: Failure to fully complete all applicable information may result in processing delays)

Business Name: _____
(Full Company Name)

Street: _____

Suite#: _____ Bldg#: _____ Rm/Hall: _____ City: _____ State: _____ Zip: _____

Business Contact: _____ Title: _____
(Last, First, Middle)

Work#: _____ Cell#: _____ Other#: _____

Fax#: _____ E-Mail Address: _____

Business Accounts
Payable Contact: _____ Phone#: _____ Ext: _____
(Last, First)

Requested Schedule

Is this an ongoing detail over 31 days? Yes No Please provide a listing of your requested shifts. (A detailed schedule may be attached. If the shifts are yet to be determined, please write the start date, end date, and contact the HR Unit.)

| | | | | | | |
|-------------|-------------------|-----------------------------|-----------------|-----------------|--|-----------------------------|
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |
| Start | | am <input type="checkbox"/> | | | | am <input type="checkbox"/> |
| Date: _____ | Start Time: _____ | pm <input type="checkbox"/> | End Date: _____ | End Time: _____ | | pm <input type="checkbox"/> |

Job Site Location Information

Location Name: _____

Address: _____

Suite#: _____ Bldg#: _____ Rm/Hall: _____ City: _____ State: _____ Zip: _____

Is this job located within a city jurisdiction? Yes No Gate access community: Yes No Code: _____

Special Instructions: _____

At Vendor Request: Marked Unmarked Vehicle No Preference

Off-Duty Business Application

Job # _____

Job Information Section

Type of Event – Please describe the nature of your event (i.e. carnival, concert, traffic control, business opening, etc.), and attach copy of advertisement or brochure, if any. _____

Permits Attached: Yes No If not why: _____

Are there any other police agencies working this detail? Yes No If yes, who? _____

Anticipated crowd size: _____ or tickets sold: _____

Number of deputies requested: _____ Number of Supervisors (5 deputies require a supervisor): _____

Will alcohol be sold? Yes No Will alcohol be served? Yes No Will alcohol be allowed on the property? Yes No

Describe job duties of deputies (i.e. traffic control, crowd control, security, etc.): _____

Emergency Contact: _____
(Last, First, Middle)

Work#: _____ Cell#: _____ Other#: _____

Additional Information

Submitted By

I swear and affirm that the following information is a complete and accurate reflection of the event for which I am requesting assistance from the Osceola County Sheriff's Office. I understand that my failure to provide an accurate and complete description is grounds for immediate termination of this detail.

Print Name

Signature

Date

For Office Use Only

Approved Denied By: _____ Date: _____

Notes: _____

****This section below must be completed if a detail is approved and later revoked for any reason****

Cancelled : Date _____ By: _____ Reason: _____

Sixth Order of Business

6A.

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager
DATE: February 13, 2015
SUBJECT: VillaSol CDD – January Financial Report

Please find attached the January 2015 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year to date budget and for expenditures to be at or below the year to date budget. The General fund did exceed the YTD budget due to legal expenses and installation of road speed humps. To further assist with your review, an overview of each of the District's funds was provided below. Should you have any questions or require additional information, please do not hesitate to contact me at Tiziana.Cessna@StServices.com.

General Fund

- Total Revenue through January were 106% of the annual budget, this includes;
 - ▶ Non Ad Valorem Assessments were received through January. The YTD collections are at 70% compared to last year at the same time at 65%.
 - ▶ First installment of Non Ad Valorem Assessments billed directly to Builders were received for the 68 single family units.
 - ▶ A Settlement for the drainage easement was received in December.
- Total Expenditures through January 2014 were at 42% of the annual budget and 110% of the YTD budget, with the following notes for the fiscal year:
 - ▶ Legal Services are over budget due to issues with Boggy Creek Estates, LLC regarding delinquent taxes, Osceola City regarding 2014 eminent domain lawsuit and Armando Ramirez drafting a complaint for writ of prohibition and declaratory judgment.
 - ▶ Gatehouse expenditures for security services include ISP services which was not budgeted for. Due to the new security contract, stickers needed to be purchased for the gate entrance.
 - ▶ Road and Alleyways include speed humps.
 - ▶ Common Area expenditures for landscape are over budget due to additional out of schedule maintenance to plant annuals and irrigation repairs.

Debt Service Series 2003

- Total Revenue through January were 70% of the annual budget.
 - ▶ Non Ad Valorem Assessments were received through January. The YTD collections are at 70% compared to last year at the same time at 65%.

VillaSol
Community Development District

Financial Report
January 31, 2015

Prepared by



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VillaSol
Community Development District

Financial Statements

(Unaudited)

January 31, 2015

Balance Sheet
January 31, 2015

| ACCOUNT DESCRIPTION | GENERAL FUND | SERIES 2003 DEBT SERVICE FUND | TOTAL |
|--|-------------------|-------------------------------|---------------------|
| ASSETS | | | |
| Cash - Checking Account | \$ 78,318 | \$ - | \$ 78,318 |
| Accounts Receivable | 20 | - | 20 |
| Assessments Receivable | 5,014 | 3,120 | 8,134 |
| Investments: | | | |
| Money Market Account | 551,877 | - | 551,877 |
| Prepayment Account A | - | 212 | 212 |
| Reserve Fund A | - | 214,900 | 214,900 |
| Revenue Fund | - | 234,554 | 234,554 |
| Deposits | 4,075 | - | 4,075 |
| TOTAL ASSETS | \$ 639,304 | \$ 452,786 | \$ 1,092,090 |
| LIABILITIES | | | |
| Accounts Payable | \$ 16,086 | \$ - | \$ 16,086 |
| Accrued Expenses | 10,847 | - | 10,847 |
| Accrued Taxes Payable | 31 | - | 31 |
| Sales Tax Payable | 97 | - | 97 |
| Deferred Revenue | 5,014 | 3,120 | 8,134 |
| TOTAL LIABILITIES | 32,075 | 3,120 | 35,195 |
| FUND BALANCES | | | |
| Nonspendable: | | | |
| Deposits | 4,075 | - | 4,075 |
| Restricted for: | | | |
| Debt Service | - | 449,666 | 449,666 |
| Assigned to: | | | |
| Operating Reserves | 103,812 | - | 103,812 |
| Unassigned: | 499,342 | - | 499,342 |
| TOTAL FUND BALANCES | \$ 607,229 | \$ 449,666 | \$ 1,056,895 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 639,304 | \$ 452,786 | \$ 1,092,090 |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| REVENUES | | | | |
| Interest - Investments | \$ 50 | \$ 17 | \$ 397 | \$ 380 |
| Room Rentals | 3,000 | 1,000 | 1,924 | 924 |
| Interest - Tax Collector | - | - | 16 | 16 |
| Special Assmnts- Tax Collector | 363,747 | 181,875 | 253,580 | 71,705 |
| Special Assmnts- CDD Collected | 61,500 | 61,500 | 15,375 | (46,125) |
| Special Assmnts- Discounts | (14,550) | (7,275) | (9,977) | (2,702) |
| Settlements | - | - | 176,011 | 176,011 |
| Other Miscellaneous Revenues | - | - | 997 | 997 |
| Gate Bar Code/Remotes | 1,000 | 332 | 120 | (212) |
| Access Cards | 500 | 160 | 1,047 | 887 |
| TOTAL REVENUES | 415,247 | 237,609 | 439,490 | 201,881 |
| EXPENDITURES | | | | |
| Administration | | | | |
| P/R-Board of Supervisors | 2,400 | 800 | 600 | 200 |
| FICA Taxes | 184 | 62 | 46 | 16 |
| ProfServ-Arbitrage Rebate | 600 | - | - | - |
| ProfServ-Dissemination Agent | 1,000 | 1,000 | - | 1,000 |
| ProfServ-Engineering | 2,000 | 668 | - | 668 |
| ProfServ-Legal Services | 10,000 | 3,332 | 14,593 | (11,261) |
| ProfServ-Mgmt Consulting Serv | 35,000 | 11,668 | 11,667 | 1 |
| ProfServ-Property Appraiser | 419 | 419 | 220 | 199 |
| ProfServ-Special Assessment | 5,150 | 5,150 | 5,150 | - |
| ProfServ-Trustee Fees | 4,140 | - | 2,042 | (2,042) |
| Auditing Services | 5,750 | - | 2,875 | (2,875) |
| Postage and Freight | 1,000 | 332 | 162 | 170 |
| Insurance - General Liability | 24,030 | 24,030 | 22,544 | 1,486 |
| Printing and Binding | 1,000 | 332 | 861 | (529) |
| Legal Advertising | 200 | 50 | 45 | 5 |
| Miscellaneous Services | 600 | 200 | 228 | (28) |
| Misc-Assessmnt Collection Cost | 7,275 | 3,639 | 4,872 | (1,233) |
| Office Supplies | 400 | 132 | 50 | 82 |
| Annual District Filing Fee | 175 | 175 | 175 | - |
| Total Administration | 101,323 | 51,989 | 66,130 | (14,141) |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|---|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|
| Field | | | | |
| ProfServ-Field Management | 20,000 | 6,668 | 6,667 | 1 |
| Total Field | <u>20,000</u> | <u>6,668</u> | <u>6,667</u> | <u>1</u> |
| Landscape Services | | | | |
| Contracts-Lake and Wetland | 6,480 | 2,160 | 2,130 | 30 |
| Total Landscape Services | <u>6,480</u> | <u>2,160</u> | <u>2,130</u> | <u>30</u> |
| Utilities | | | | |
| Utility - General | 40,000 | 13,332 | 14,491 | (1,159) |
| Total Utilities | <u>40,000</u> | <u>13,332</u> | <u>14,491</u> | <u>(1,159)</u> |
| Gatehouse | | | | |
| Contracts-Security Services | 55,000 | 18,332 | 19,613 | (1,281) |
| R&M-Gatehouse | 5,000 | 1,668 | 1,412 | 256 |
| Misc-Access Control Software | 4,150 | 1,380 | 446 | 934 |
| Misc-Bar Codes | - | - | 1,200 | (1,200) |
| Misc-Contingency | 13,000 | 4,332 | - | 4,332 |
| Total Gatehouse | <u>77,150</u> | <u>25,712</u> | <u>22,671</u> | <u>3,041</u> |
| Road and Street Facilities | | | | |
| R&M-Roads & Alleyways | 3,000 | 1,000 | 7,083 | (6,083) |
| R&M-Signage | 2,000 | 668 | 1,147 | (479) |
| Total Road and Street Facilities | <u>5,000</u> | <u>1,668</u> | <u>8,230</u> | <u>(6,562)</u> |
| Parks and Recreation - General | | | | |
| Contracts-Fountain | 1,650 | 550 | 600 | (50) |
| Contracts-Security Services | 20,000 | 6,668 | 3,131 | 3,537 |
| Contracts-Temporary Labor | 25,000 | 8,332 | 9,246 | (914) |
| Contracts-Pools | 5,172 | 1,724 | 2,400 | (676) |
| R&M-Clubhouse | 6,000 | 2,000 | 2,837 | (837) |
| R&M-Parks | 1,000 | 332 | 70 | 262 |
| R&M-Pools | 6,828 | 2,276 | 2,100 | 176 |
| R&M-Recreation Center | 10,000 | 3,332 | 1,888 | 1,444 |
| R&M-Tennis Courts | 500 | 168 | - | 168 |
| Misc-Access Control Software | 2,500 | 832 | - | 832 |
| Misc-Contingency | 2,000 | 668 | 742 | (74) |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| Capital Outlay | 2,244 | 748 | - | 748 |
| Total Parks and Recreation - General | 82,894 | 27,630 | 23,014 | 4,616 |
| Common Area | | | | |
| Contracts-Landscape | 77,400 | 25,800 | 28,170 | (2,370) |
| R&M-Common Area | 5,000 | 1,668 | 866 | 802 |
| Total Common Area | 82,400 | 27,468 | 29,036 | (1,568) |
| TOTAL EXPENDITURES | 415,247 | 156,627 | 172,369 | (15,742) |
| Excess (deficiency) of revenues | | | | |
| Over (under) expenditures | - | 80,982 | 267,121 | 186,139 |
| Net change in fund balance | \$ - | \$ 80,982 | \$ 267,121 | \$ 186,139 |
| FUND BALANCE, BEGINNING (OCT 1, 2014) | 340,108 | 340,108 | 340,108 | |
| FUND BALANCE, ENDING | \$ 340,108 | \$ 421,090 | \$ 607,229 | |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| REVENUES | | | | |
| Interest - Investments | \$ 50 | \$ 16 | \$ 22 | \$ 6 |
| Special Assmnts- Tax Collector | 224,760 | 112,380 | 156,687 | 44,307 |
| Special Assmnts- Discounts | (8,990) | (4,497) | (6,165) | (1,668) |
| TOTAL REVENUES | 215,820 | 107,899 | 150,544 | 42,645 |
| EXPENDITURES | | | | |
| Administration | | | | |
| Misc-Assessmnt Collection Cost | 4,495 | 2,250 | 3,010 | (760) |
| Total Administration | 4,495 | 2,250 | 3,010 | (760) |
| Debt Service | | | | |
| Debt Retirement Series A | 60,000 | - | - | - |
| Interest Expense Series A | 153,120 | 76,560 | 76,560 | - |
| Total Debt Service | 213,120 | 76,560 | 76,560 | - |
| TOTAL EXPENDITURES | 217,615 | 78,810 | 79,570 | (760) |
| Excess (deficiency) of revenues Over (under) expenditures | (1,795) | 29,089 | 70,974 | 41,885 |
| OTHER FINANCING SOURCES (USES) | | | | |
| Contribution to (Use of) Fund Balance | (1,795) | - | - | - |
| TOTAL FINANCING SOURCES (USES) | (1,795) | - | - | - |
| Net change in fund balance | \$ (1,795) | \$ 29,089 | \$ 70,974 | \$ 41,885 |
| FUND BALANCE, BEGINNING (OCT 1, 2014) | 378,692 | 378,692 | 378,692 | |
| FUND BALANCE, ENDING | \$ 376,897 | \$ 407,781 | \$ 449,666 | |

VillaSol
Community Development District

Supporting Schedules

January 31, 2015

Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2015

| Date Received | Net Amount Received | Discount / (Penalty) Amount | Collection Cost | Gross Amount Received | Allocation by Fund | |
|----------------------------|---------------------|-----------------------------|-----------------|-----------------------|--------------------|-------------------------------|
| | | | | | General Fund | Debt Service Series 2003 Fund |
| ASSESSMENTS LEVIED FY 2015 | | | | \$ 588,508 | \$ 363,748 | \$ 224,760 |
| Allocation % | | | | 100% | 62% | 38% |
| 11/07/14 | \$ 3,286 | \$ 186 | \$ 67 | \$ 3,539 | \$ 2,187 | \$ 1,351 |
| 11/21/14 | 29,856 | 1,269 | 609 | 31,735 | 19,615 | 12,120 |
| 12/10/14 | 273,614 | 11,633 | 5,584 | 290,832 | 179,759 | 111,073 |
| 12/23/14 | 59,627 | 2,427 | 1,217 | 63,271 | 39,107 | 24,164 |
| 01/09/15 | 19,859 | 627 | 405 | 20,891 | 12,913 | 7,979 |
| TOTAL | \$ 366,383 | \$ 15,515 | \$ 7,477 | \$ 410,267 | \$ 253,580 | \$ 156,687 |
| % COLLECTED | | | | 70% | 70% | 70% |
| TOTAL OUTSTANDING | | | | \$ 178,241 | \$ 110,168 | \$ 68,073 |

Non-Ad Valorem Special Assessments - Osceola County Tax Collector - Delinquent

| Date Received | Net Amount Received | Discount / (Penalty) Amount | Collection Cost | Gross Amount Received | Allocation by Fund | |
|---|---------------------|-----------------------------|-----------------|-----------------------|--------------------|-------------------------------|
| | | | | | General Fund | Debt Service Series 2003 Fund |
| DELINQUENT ASSESSMENTS LEVIED FY 2009 | | | | \$ 6,570 | \$ 4,050 | \$ 2,520 |
| DELINQUENT ASSESSMENTS LEVIED FY 2014 (1) | | | | \$ 1,563 | \$ 963 | \$ 600 |
| Allocation % | | | | 100% | 62% | 38% |
| No collection YTD | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| % COLLECTED | | | | 0% | 0% | 0% |
| TOTAL OUTSTANDING (1) | | | | \$ 8,134 | \$ 5,014 | \$ 3,120 |

Note (1) - Outstanding assessments are from Boggy Creek Estates LLC.

**Non-Ad Valorem Special Assessments - District Collected
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2015**

| Date Received | Net Amount Received | Discount / (Penalty) Amount | Collection Costs | Gross Amount | Allocation by Fund | |
|-------------------------------------|---------------------|-----------------------------|------------------|------------------|--------------------|---------------------------------|
| | | | | | General Fund | Debt Service Series 2003 A Fund |
| DIRECT COLLECTED ASSESSMENTS FY2014 | | | | \$ 61,500 | \$ 61,500 | \$ - |
| Allocation % | | | | 100% | 100% | 0% |
| 10/28/14 | \$ 15,375 | | | \$ 15,375 | \$ 15,375 | \$ - |
| TOTAL | \$ 15,375 | \$ - | \$ - | \$ 15,375 | \$ 15,375 | \$ - |
| % COLLECTED | | | | 25% | 25% | |
| TOTAL OUTSTANDING | | | | \$ 46,125 | \$ 46,125 | \$ - |

Cash and Investment Report
January 31, 2015

| <u>Account Name</u> | <u>Bank Name</u> | <u>Investment Type</u> | <u>Yield</u> | <u>Balance</u> |
|-------------------------------|------------------|------------------------|--------------|---------------------------|
| GENERAL FUND | | | | |
| Checking Account - Operating | SunTrust Bank | MuniNow | 0.10% | \$78,318 |
| Money Market Account | Stonegate Bank | Money Market | 0.40% | \$551,877 |
| DEBT SERVICE FUND | | | | |
| Series 2003 A Prepayment Fund | US Bank | US Bank Money Market | 0.05% | \$212 |
| Series 2003 A Reserve Fund | US Bank | US Bank Money Market | 0.05% | \$214,900 |
| Series 2003 Revenue Fund | US Bank | US Bank Money Market | 0.05% | \$234,554 |
| | | | Total | <u>\$1,079,861</u> |

VillaSol CDD
Bank Reconciliation

Bank Account No. 1613
Statement No. 01-15
Statement Date 01/31/15

| | | | |
|-----------------------------|-----------|-----------------------------|------------|
| G/L Balance (\$) | 78,318.48 | Statement Balance | 383,758.30 |
| G/L Balance | 78,318.48 | Outstanding Deposits | 0.00 |
| Positive Adjustments | 0.00 | | |
| | <hr/> | | |
| Subtotal | 78,318.48 | Subtotal | 383,758.30 |
| Negative Adjustments | 0.00 | Outstanding Checks | 305,439.82 |
| | <hr/> | Total Differences | 0.00 |
| Ending G/L Balance | 78,318.48 | Ending Balance | 78,318.48 |
| Difference | 0.00 | | |

| <u>Posting Date</u> | <u>Document Type</u> | <u>Document No.</u> | <u>Description</u> | <u>Amount</u> | <u>Cleared Amount</u> | <u>Difference</u> |
|------------------------------------|----------------------|---------------------|--|---------------|-----------------------|-------------------|
| Outstanding Checks | | | | | | |
| 01/22/15 | Payment | 3207 | HIDDEN EYES LLC | 600.00 | 0.00 | 600.00 |
| 01/22/15 | Payment | 3208 | JEAN CONNELLY'S ALL ABOUT CLEANING & MAINT | 90.00 | 0.00 | 90.00 |
| 01/28/15 | Payment | 3213 | SEVERN TRENT SERVICES, INC. | 4,749.82 | 0.00 | 4,749.82 |
| 01/28/15 | Payment | 3214 | VILLA SOL CDD | 300,000.00 | 0.00 | 300,000.00 |
| Total Outstanding Checks | | | | 305,439.82 | | |

6C.i.

**VILLA SOL
COMMUNITY DEVELOPMENT
DISTRICT
FIELD MANAGEMENT REPORT
FEBRUARY 2015**

VILLA SOL COMMUNITY DEVELOPMENT DISTRICT
FIELD MAINTENANCE HIGHLIGHT REPORT
FEBRUARY 2015

COMPLETED ITEMS:

- Meet with contractors on a monthly basis
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Performed irrigation maintenance/repairs
- Followed up on daily resident and vendors activities
- Returned phone calls
- Solved resident inquiries made by phone and e-mail
- Performed lights review throughout community
- Processed reservations for the Recreation Center
- Picked up trash around the Lakes
- Pressure-washed basketball court
- Primed, painted and installed basketball board and hoop
- Painted basketball court
- Work on satellite dish
- Touch-up Paint on Entry Walls

ATTACHMENTS:

- ❖ Action Items List
- ❖ Residential Call Log
- ❖ American Ecosystems Aquatic Report
- ❖ Blade Runners Landscape Report
- ❖ Discussion on Gate Remote Controls

6C.ii.

**VILLA SOL
COMMUNITY DEVELOPMENT
DISTRICT
ACTION ITEMS LIST**

Villa Sol Community Development District

Action Items List

from meeting in November 2014

Last updated 02/17/2015

| No | Location | Description | Action Taken | Status |
|----|----------|-------------|--------------|--------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |

6C.iii.

**VILLA SOL COMMUNITY
DEVELOPMENT DISTRICT
RESIDENTIAL CALL LOG**

6C.iv.

**VILLA SOL
COMMUNITY DEVELOPMENT
DISTRICT
AMERICAN ECOSYSTEMS
AQUATIC REPORT**

VILLA SOL COMMUNITY DEVELOPMENT DISTRICT
OPERATIONS & MAINTENANCE
AMERICAN ECOSYSTEMS AQUATIC MANAGEMENT REPORT

February 2015

All ponds treated for shoreline grasses/vegetation as needed with a custom grass mix targeted for specific species present at the time of treatment.

All application rates and procedure are followed per the product label/MSDS when Aquatic Herbicides are applied.

Additional specifics on individual ponds below.

Pond #1- Filamentous Algae treated around perimeter.

Pond #2- Filamentous Algae treated around perimeter.

Pond #3-No additional vegetation present at time of application.

Pond#4-No additional vegetation present at time of application.

Additional Notes:

The Lakes are enjoying the cooler weather and winter time patterns. This is a great time of year for the ponds as the cooler water temps slow down the grow of underwater vegetation and Algae. As always this won't last for much longer as the spring time and growing season are in the near future. In the next couple weeks we will be preparing the ponds for the growing season by adding blue dye to help block sunlight and slow down the growth of Algae's.

Regards

Joe Craig

Regional Manager

American Ecosystems Inc.

6C.v.

**VILLA SOL
COMMUNITY DEVELOPMENT
DISTRICT
BLADE RUNNERS LANDSCAPE
REPORT**

**REPORT TO BE SUPPLIED AT
MEETING**

6C.vi.

**VILLA SOL
COMMUNITY DEVELOPMENT
DISTRICT
DISCUSSION ON GATE
REMOTE CONTROLS**