

BELLAVIVA AT WESTSIDE

**COMMUNITY DEVELOPMENT
DISTRICT**

May 13, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**BELLAVIVA AT
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Bellaviva at Westside Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://bellavivaatwestsidecdd.net/>

May 6, 2026

Board of Supervisors
Bellaviva at Westside Community Development District

Dear Board Members:

The Board of Supervisors of the Bellaviva at Westside Community Development District will hold a Regular Meeting on May 13, 2026 at 10:00 a.m., at the Hampton Inn & Suites, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of FY2027 Proposed Budget
 - A. Resolution 2026-01, Approving a Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date [No O&M Assessment Increase]
 - B. Resolution 2026-01, Approving a Proposed Budget for Fiscal Year 2027; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 190, 197, and/or 170, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date [O&M Assessment Increase]
4. Consideration of Resolution 2026-02, to Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Overnight Parking and Parking Enforcement
5. Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing RRE for Publication; Establishing Forms for Landowner Election; and Providing for an Effective Date [Seats 1, 2 & 5]
6. Consideration of Resolution 2026-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

7. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - Year 2025 Engineer’s Inspection Report
 - B. October 1, 2025 - September 30, 2026
8. Ratification Items
 - A. Floralawn, Inc.
 - I. Landscape and Irrigation Maintenance Services Agreement
 - II. Proposal/Work Order #20367 Wire 7 Mainline Replacement
9. Acceptance of Unaudited Financial Statements as of March 31, 2026
10. Approval of August 26, 2025 Public Hearings and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Pape-Dawson Consulting Engineers, LLC*
 - C. Property Manager: *Empire Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - FY26 Insurance Property Schedule
 - NEXT MEETING: June 23, 2026 at 11:00 AM

○ QUORUM CHECK

SEAT 1	CASEY DARE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	STEVE FECCIA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JEFF MYERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	STEVE McCONN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	STEVE WHITE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members’ Comments/Requests
13. Public Comments
14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (760) 918-6014.

Sincerely,

Jordan Lansford

Jordan Lansford
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 236 6447

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

3

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2027**

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
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**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 639,678				\$ 639,678
Allowable discounts (4%)	(25,587)				(25,587)
Assessment levy: on-roll - net	614,091	\$582,760	\$ 31,331	\$ 614,091	614,091
Total revenues	614,091	582,760	31,331	614,091	614,091
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	3,417	21,583	25,000	25,000
Engineering	2,000	2,097	-	2,097	2,000
Audit	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	86	1,414	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	6,300	5,870	430	6,300	6,300
Contingencies/bank charges	567	526	41	567	567
Meeting room rental	1,750	324	1,426	1,750	1,750
Website hosting & maintenance	705	850	-	850	705
Website ADA compliance	210	-	210	210	210
Property appraiser & tax collector	25,587	12,032	13,555	25,587	25,587
Total professional & administrative	118,494	49,727	69,009	118,736	118,494
Field operations					
Management & administration					
Contingency	94,068	1,161	92,907	94,068	78,568
O&M accounting services	4,500	-	4,500	4,500	4,500
Insurance: property	15,000	9,669	5,331	15,000	15,000
Management services	26,000	15,250	10,750	26,000	27,300
General administrative	2,000		2,000	2,000	2,000
Grounds/bldg maintenance					
General maintenance	6,500	395	6,105	6,500	6,500
Irrigation repairs	4,000	19,144	-	19,144	19,500
Landscape contract including mulch est.	78,828	39,420	39,408	78,828	85,000
Landscaping extras - replacement & annuals	6,000	-	6,000	6,000	25,000
Tree trimming	2,500	-	2,500	2,500	2,000
Pressure washing	5,000	-	5,000	5,000	5,000
Holiday decorations	3,000	1,452	1,548	3,000	5,000
Walkway maintenance/repair	3,500	-	3,500	3,500	2,000
Gazebo & picnic area maintenance/repair	3,500	-	3,500	3,500	3,500
Retaining wall maintenance/repair	5,000	-	5,000	5,000	5,000
Fence & handrail repairs/maintenance	2,000	-	2,000	2,000	2,000

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		
<i>Recreational expenses - amenity</i>					
Pool maintenance contract	19,776	9,840	9,936	19,776	21,000
Pool/cabana janitorial contract	11,776	4,372	7,404	11,776	10,500
Pool equipment repairs/ furniture repairs	6,700	-	6,700	6,700	3,500
Pool/cabana general maintenance	5,000	-	5,000	5,000	5,000
Termite bond/pest control	1,200	-	1,200	1,200	1,200
Playground equip/maint/mulch (2 locations)	6,000	1,734	4,266	6,000	8,500
Access control systems/cameras	5,300	720	4,580	5,300	5,000
Pressure washing	1,000	588	412	1,000	1,000
Electric - amenity	10,000	2,380	7,620	10,000	7,000
Domestic water / sewer - amenity	9,000	-	9,000	9,000	7,000
Irrigation - amenity	6,000	-	6,000	6,000	5,000
Telephone/cable/internet - amenity	2,400	840	1,560	2,400	2,400
Pool permits/licenses	600	-	600	600	600
Trash/pet station debris removal	21,000	6,788	14,212	21,000	14,000
Landscape maintenance	14,832	-	14,832	14,832	-
Landscape seasonal (annuals & mulch)	3,600	-	3,600	3,600	2,500
<i>Utilities</i>					
Electric - irrigation meters	1,000	863	137	1,000	4,512
Electric - street lights	36,000	12,145	23,855	36,000	36,000
Irrigation	20,000	7,067	12,933	20,000	20,000
Total field operations	442,580	133,828	323,896	457,724	442,580
Total expenditures	561,074	183,555	392,905	576,460	561,074
Excess/(deficiency) of revenues over/(under) expenditures	53,017	399,205	(361,574)	37,631	53,017
Fund balance - beginning (unaudited)	-	387,246	786,451	387,246	424,877
Fund balance - ending (projected)					
Committed					
 Future repairs					
General	3,000	3,000	3,000	3,000	4,000
Monument signage/hardscape	9,000	9,000	9,000	9,000	12,000
Retaining wall	22,500	22,500	22,500	22,500	30,000
Fencing/handrails	36,000	36,000	36,000	36,000	48,000
Playground	21,000	21,000	21,000	21,000	28,000
Pool/cabana parking lot	24,999	24,999	24,999	24,999	33,332
Alleyway	10,200	10,200	10,200	10,200	13,600
Unassigned	190,410	659,752	298,178	298,178	308,962
Fund balance - ending	<u>\$ 317,109</u>	<u>\$ 786,451</u>	<u>\$ 424,877</u>	<u>\$ 424,877</u>	<u>\$ 477,894</u>

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

		Fiscal Year 2026				
		Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	Proposed Budget FY 2027
						On-Roll Assessment
Unit Type	Units	ERU	Total ERU	Cost per Unit*	per Unit*	
TH	112	1.00	112.00	\$ 1,674.55	\$ 1,674.55	
SF 32'	15	1.00	15.00	1,674.55	1,674.55	
SF 35'	36	1.00	36.00	1,674.55	1,674.55	
SF 45'	113	1.00	113.00	1,674.55	1,674.55	
SF 50'	99	1.00	99.00	1,674.55	1,674.55	
Total	375		375.00			

Future repairs	Life	Total to Amass	per yr
General	ad infinitum	ad infinitum	1,000
Monument signage/hardscape	7	42,000	3,000
Retaining wall	10	150,000	7,500
Fencing/handrails	20	480,000	12,000
Playground	15	210,000	7,000
Pool/cabana parking lot	15	249,990	8,333
Alleyway	18	122,400	3,400
Total		1,254,390	42,233

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,300
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	567
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Meeting room rental	1,750
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser & tax collector	25,587
Total professional & administrative	<u>118,494</u>

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Management & administration

Contingency	78,568
O&M accounting services	4,500
Insurance: property	15,000
Management services	27,300
<i>General administrative</i>	2,000

Grounds/bldg maintenance	
General maintenance	6,500
Irrigation repairs	19,500
Landscape contract including mulch est.	85,000
Landscaping extras - replacement & annuals	25,000
Tree trimming	2,000
Pressure washing	5,000
Holiday decorations	5,000
Walkway maintenance/repair	2,000
Gazebo & picnic area maintenance/repair	3,500
Retaining wall maintenance/repair	5,000
<i>Fence & handrail repairs/maintenance</i>	2,000

Recreational expenses - amenity	
Pool maintenance contract	21,000
Pool/cabana janitorial contract	10,500
Pool equipment repairs/ furniture repairs	3,500
Pool/cabana general maintenance	5,000
Termite bond/pest control	1,200
Playground equip/maint/mulch (2 locations)	8,500
Access control systems/cameras	5,000
Pressure washing	1,000
Electric - amenity	7,000
Domestic water / sewer - amenity	7,000
Irrigation - amenity	5,000
Telephone/cable/internet - amenity	2,400
Pool permits/licenses	600
Trash/pet station debris removal	14,000
Landscape seasonal (annuals & mulch)	2,500

Utilities

Electric - irrigation meters	4,512
Electric - street lights	36,000
Irrigation	20,000
Total field operations	<u>442,580</u>
Total expenditures	<u><u>\$ 561,074</u></u>

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

3A

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Bellaviva at Westside Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2026

HOUR: 10:00 a.m.

LOCATION: Hampton Inn & Suites
4971 Calypso Cay Way
Kissimmee, Florida 34746

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County, Florida at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF MAY, 2026.

ATTEST:

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2027

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190, 197, AND/OR 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Bellaviva at Westside Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, 197, and/or 170, *Florida Statutes* (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the “**District’s Office**,” Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned among such lots and lands, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the

District in November of 2026, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____, 2026

HOUR: 11:00 a.m.

LOCATION: Hampton Inn & Suites
4971 Calypso Cay Way
Kissimmee, Florida 34746

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County, Florida at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed by Florida law.

7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF MAY, 2026.

ATTEST:

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2027

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT.

WHEREAS, the Bellaviva at Westside Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board intends to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (the “**Policy**”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on _____, **2026, at 11:00 a.m. at 4971 Calypso Cay Way, Kissimmee, Florida 34746.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

ATTEST:

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Rules Relating to Overnight Parking and Parking Enforcement

Exhibit A

Proposed Rules Relating to Overnight Parking and Parking Enforcement

[Begins on following page.]

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on _____, 2026 at a duly noticed public meeting, the Board of Supervisors of the Bellaviva at Westside Community Development District (“District”) adopted the following amended rule to govern overnight parking and parking enforcement on certain District property (“Rule” or “Policy”). This Rule repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that certain Vehicles, Oversized Vehicles, Commercial Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. These Rules are intended to provide the District’s residents and paid users with a means to remove such Vehicles, Oversized Vehicles, Commercial Vehicles, Vessels and Recreational Vehicles from areas that are not designated for parking. This Rule does not govern parking on private residential lots or roads that are subject to the traffic enforcement jurisdiction of Osceola County.

SECTION 2. DEFINITIONS.

- A. *Oversized Vehicle.* As used herein, “Oversized Vehicle” shall mean the following:
 - a. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
 - b. Motor Vehicles with a trailer attached;
 - c. Motor coaches/homes;
 - d. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
 - e. Mobile homes or manufactured homes.
- B. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not. This term shall include Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
- C. *Commercial Vehicle.* Vehicles not designed and/or used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia.
- D. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.

- F. *Abandoned/Broken-Down Vehicle.* A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.
- G. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user or attended by its owner or user but kept stationary for a period of an hour or more.
- H. *Tow-Away Zone.* District property for which the District is authorized to initiate a towing and/or removal action.
- I. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.
- J. *Alleys.* Paved areas identifiable as being one-way, single laned, and being located to the rear of all townhomes, or “bungalow homes”, within District boundaries.
- K. *Cut Outs.* Paved areas identifiable as those extending beyond the normal width of the roadways within District boundaries which are striped and designated as parking spaces.
- L. *Concrete Pads.* Paved areas adjacent to roadways for the use of, including but not limited to, dumpster access, common area access, and utilities access.

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES. Those areas within the District’s boundaries identified as district owned property, including but not limited to grass common areas, verge areas between street gutters and the sidewalk, Alleys, Concrete Pads, and Cut Outs as depicted at **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” for all Oversized Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles (together, “**Tow-Away Zones**”), enforceable subject to the Rules set forth herein.

SECTION 4. PARKING RULES.

- A. **OVERNIGHT PARKING.** Oversized Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles may not Park Overnight in District Tow-Away Zones.
- B. **DAYTIME PARKING.** Oversized Vehicles, Vessels, and Recreational Vehicles may be Parked in Tow-Away Zones on roadways only when actively loading or unloading with such times not to exceed eight (8) hours in any given consecutive seven (7) day period. Abandoned/Broken-Down Vehicles may not be Parked in Tow-Away Zones at any time. Parking on grass common areas is not permitted at any time.
- C. **MANNER OF PARKING.** Vehicles and Vessels of any kind may not be Parked such that they utilize additional spaces, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District’s property, restrict the normal

operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same. All Parking must comply with all state and local laws and ordinances.

- D. PROHIBITED USES.** All moving containers, dumpsters, temporary storage containers, or similar apparatuses are prohibited from being placed on District property including all Alleys, Concrete Pads, and Cut Outs. Parking of any Vehicle or Vessel in Alleys or on Concrete Pads is strictly prohibited. Parking within Cut Outs is intended for District residents and guests on a first-come, first-served basis. Cut Out parking spaces are not intended for the exclusive use of any one or more District residents unless explicitly marked as an assigned space or a handicap space.

SECTION 5. TOWING/REMOVAL PROCEDURES; ENFORCEMENT.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** The District may tow/remove any Vehicle or Vessel improperly Parked in a Tow-Away Zone at the owner's expense. The Vehicle or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District Manager is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.
- D. AMENITY SUSPENSION.** The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Privileges Rule*.

SECTION 6. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be Parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such vehicles.

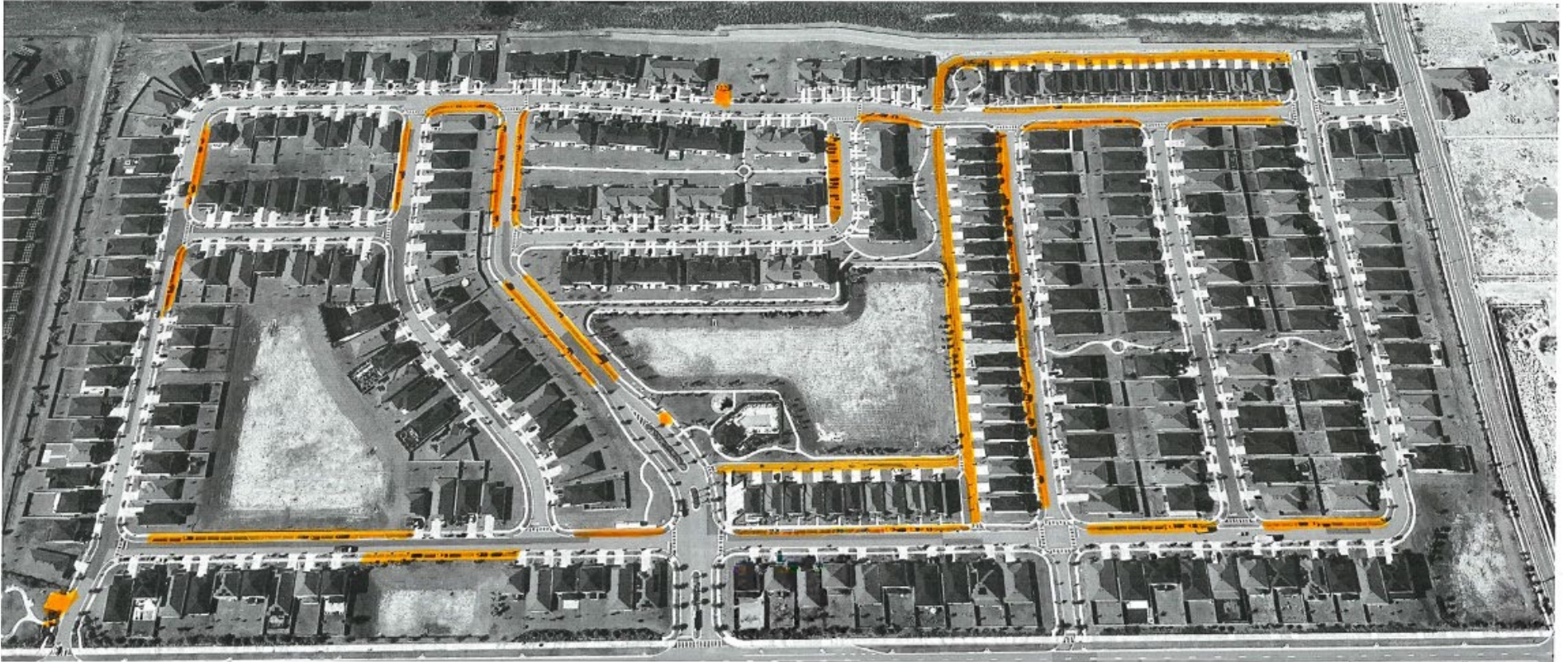
SECTION 7. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES. The Board in its sole discretion may amend these Rules Related to Overnight Parking and Parking Enforcement from time to time to designate new Tow-Away Zones as the District acquires additional common areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these rules in such areas.

EXHIBIT A – Tow-Away Zones (highlighted areas)

Effective date: _____, 2026

EXHIBIT A:

Tow-Away Zones (highlighted areas)



**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR LANDOWNER ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bellaviva at Westside Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five (5) members; and

WHEREAS, the District is statutorily required to hold its meeting of the landowners of the District for the purpose of electing Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.

The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Casey Dare	November 2026
2	Steve Feccia	November 2026
3	Jeff Myers	November 2028
4	Stephen McConn	November 2028
5	Steve White	November 2026

This year, Seats 1, 2, and 5 are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNERS' ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the following date, time and location:

DATE: November ____, 2026
TIME: ____:____.m.
LOCATION: _____

3. PUBLICATION. The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. FORMS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 13, 2026, meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; (561) 571-0010.

5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 13th day of May, 2026.

ATTEST:

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners’ Meeting and Election, Instructions, Proxy, and Ballot Form

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Instructions, Proxy, and Ballot Form

**NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE
BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Bellaviva at Westside Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 73.83 acres, more or less, generally located west of Westside Boulevard and south of Barry Road within Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and each member individually, “**Supervisor**”).

DATE: November ____, 2026
TIME: ____:____.m.
LOCATION: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; (561) 571-0010 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one (1) vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Manager’s Office, at least three (3) business days before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE
BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE: November ____, 2026
TIME: ____:____.m.
LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one (1) vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please that a particular parcel of real property is entitled to only one (1) vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one (1) acre or less, are together entitled to only one (1) vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two (2) candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The terms of office for the successful candidates shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one (1) of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the District to be held at _____, on November _____, 2026, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING – _____, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will serve four (4) year terms. The remaining candidate will serve a two (2) year term. All terms of office commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the District and described as follows:

Description	Acreage
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

I, _____, as Landowner, or as the proxy holder of _____
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

BELLAVIVA AT WESTSIDE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR THE FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bellaviva at Westside Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (Fiscal Year 2026/2027), attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

ATTEST:

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites, 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
¹ TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2026	Regular Meeting	11:00 AM
November ____, 2026 ¹	Landowners' Meeting	__:__ A/PM
November 24, 2026	Regular Meeting	11:00 AM
December 22, 2026	Regular Meeting	11:00 AM
January 26, 2027	Regular Meeting	11:00 AM
February 23, 2027	Regular Meeting	11:00 AM
March 23, 2027	Regular Meeting	11:00 AM
April 27, 2027	Regular Meeting	11:00 AM
May 25, 2027	Regular Meeting	11:00 AM
June 22, 2027	Regular Meeting	11:00 AM
July 27, 2027	Regular Meeting	11:00 AM
August 24, 2027	Regular Meeting	11:00 AM
September 28, 2027	Regular Meeting	11:00 AM

BELLAVIVA AT WESTSIDE

COMMUNITY DEVELOPMENT DISTRICT

7

**BELLAVIVA AT
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

7A

**Bellaviva at Westside Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No Not Applicable

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No Not Applicable

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No Not Applicable

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Chair/Vice Chair: Casey Darg

Date: 9/25/24

Print Name: CASEY DARG

Bellaviva at Westside Community Development District

District Manager: Kristen Sutt

Date: 9/24/24

Print Name: Kristen Sutt

Bellaviva at Westside Community Development District

Bellaviva at Westside Community Development District

YEAR 2025 ENGINEER'S INSPECTION REPORT

Prepared For

Bellaviva at Westside Community Development District

Date

December 17, 2025



Orlando | Jacksonville | Maitland | Fort Myers | Bonita Springs | Sarasota | Miramar Beach | Freeport

2602 E. Livingston Street, Orlando, Florida 32803

407-487-2594

PAPE-DAWSON.COM

Florida Engineering Firm #39101 Florida Surveying & Mapping License #LB8694

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APPENDIX

<i>Exhibit A</i>	<i>Infrastructure Deficiency Map</i>
<i>Exhibit B</i>	<i>Photos & Repair Recommendations</i>

**Bellaviva at Westside Community Development District
2025 Engineer’s Inspection Report**

1. Location & General Description

Bellaviva at Westside Community Development District (the “District”) is located within the City of Orlando in Osceola County, Florida, Section 30, Township 25 South, Range 27 East. The District is located East of I4 near US Highway 27 and is approximately 75.66 acres +/- . A location map is provided as Exhibit 1.

The Development consists of various phases which the construction completion status is described below.

Construction Plans Phase	Engineer’s Cert of Substantial Completion	Certificate of Completion Date
Bellaviva Phase 1	10/06/2022	10/04/2023
Bellaviva Phase 2	07/14/2023	10/04/2023
Bellaviva Phase 3	07/14/2023	10/04/2023
Bellaviva Phase 4	04/20/2023	In Construction

2. Infrastructure Ownership & Maintenance

The ownership and maintenance responsibility of the infrastructure within the development does not reside with a single entity but is distributed as shown in the table below. The roadways are currently under the ownership of the CDD by means of the recorded plats. However, the approved plans indicate that the roadways were to be dedicated to Osceola County. The dedication and transfer of these roads to the County is currently in process.

Capital Improvements Plan	Ownership	Maintenance
Master Stormwater Management System	CDD	CDD
Entrance Roadway (Asphalt, Curb & Gutter, Sidewalk & Landscaping)	CDD	CDD
Roadways (Asphalt, Curb & Gutter, Sidewalk & Landscaping)	CDD	CDD
Potable Water Distribution System	TWA	TWA
Sanitary Sewer System	TWA	TWA
Perimeter Wall (South & Southwest Boundary)	CDD	CDD
Perimeter Wall (East & North Boundary)	CDD	CDD
Amenity Center	CDD	CDD

**Bellaviva at Westside Community Development District
2025 Engineer's Inspection Report**

a. Stormwater Management Permitting

Description	Permit# / Application #	As-Built Cert Date
Bellaviva Phase 1	Permit#: 49-105046-P App#: 210630-6673	Sbmt: 11/09/2022
Bellaviva Phase 2	Permit#: 49-105046-P App#: 201119-4719	Sbmt: 08/03/2023
Bellaviva Phase 3	Permit#: 49-105046-P App#: 201119-4719	Sbmt: 08/03/2023
Bellaviva Phase 4	Permit#: 49-105046-P App#: 210630-6673	Sbmt: 11/17/2022

3. District's Operations & Maintenance Budget

We have reviewed the proposed operation and maintenance budget for Fiscal Year 2025 and find it sufficient for the proper maintenance of the current infrastructure improvements for which the District is responsible.

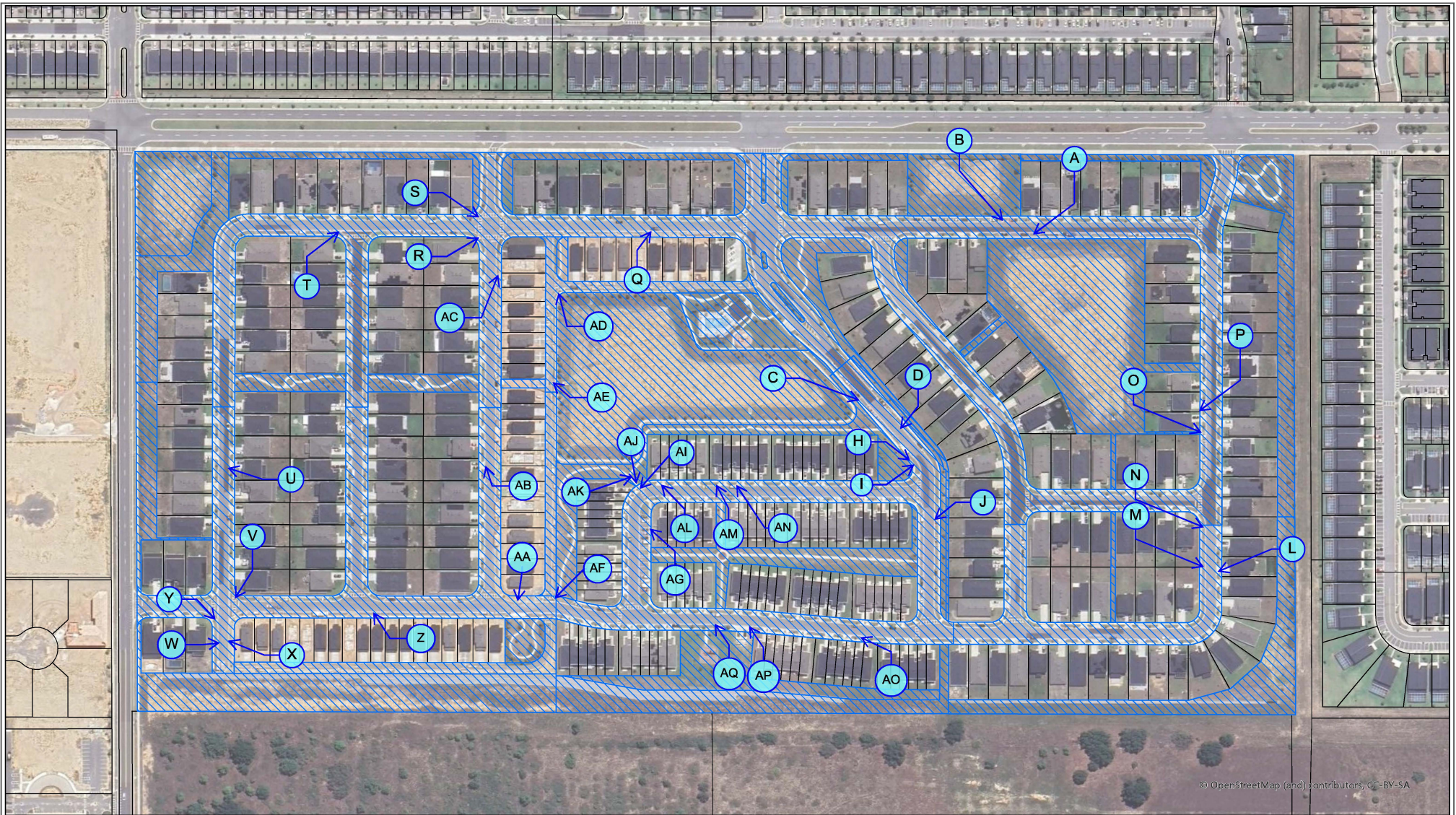
4. Infrastructure Conditions

Site visits were completed in October 2025 to review the conditions of the site infrastructure and determine maintenance recommendation for budgeting purposes. The infrastructure was found to be in good condition. Vertical building construction is ongoing throughout the development. Any damage & repairs for areas under construction that are not under the responsibility of the CDD are the responsibility of the contractors. The following maintenance & repairs are recommended to be completed under the FY2025 Budget:

- Repair cracked concrete sidewalk panels
- Mend cracked asphalt areas
- Repair cracked curb and gutter

A deficiency map and photographs representative of the maintenance needed are provided in Exhibits A & B.

Appendix



© OpenStreetMap (and) contributors, CC-BY-SA

Map Sources: Esri,

Feature Type

- Your Legend Items
- Your Legend Items

10/14/2025
P & B Job No.: 21-097

Exhibit A - Infrastructure Deficiency Map

Westside at Bellaviva CDD

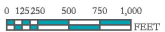
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Florida Engineering Firm #39101 Florida Surveying & Mapping License #LB8694

407-487-2594

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**Bellaviva at Westside Community Development District
2025 Engineer's Inspection Report**

**EXHIBIT B
PHOTOS & REPAIR RECOMMENDATIONS**

The table below is a list of the deficiencies observed during a site inspection of CDD owned infrastructure. Recommended repairs are provided.

DEFICIENCY LIST	
ID	Description
A	Debris in Valley Gutter
B	Cracked Valley gutter curb.
C	Sidewalk panel cracked.
D	Cracked Valley gutter curb.
E	Cracked Valley gutter curb.
F	Cracked Valley gutter curb.
G	Spalled edge of Curb Inlet
H	Sidewalk panel cracked.
I	Sidewalk panel cracked.
J	Cracked Valley gutter curb.
K	Cracked Valley gutter curb.
L	Cracked Valley gutter curb.
M	Cracked Valley gutter curb.
N	Cracked Valley gutter curb.
O	Spalled edge of Curb
P	Cracked Valley gutter curb.
Q	Debris in Valley Gutter
R	Ponding/Cracked curb.
S	Ponding
T	Debris in Valley Gutter
U	Cracked Valley gutter curb.
V	Cracked Valley gutter curb.
W	Cracked Valley gutter curb.
X	Cracked Valley gutter curb.
Y	Debris in Valley Gutter
Z	Spalled edge of sidewalk panel.
AA	Debris in Valley Gutter
AB	Spalled edge of Curb Inlet and curb
AC	On street parking asphalt is not smooth, Debris in Valley Gutter
AD	No grassing behind 15 LF of curb
AE	Asphalt around DBI sunken 0.5"
AF	Asphalt sunk 1" below valley gutter.
AG	Large cut in asphalt parking spot
AH	Very worn/cracked edge of pavement and sidewalk
AI	Cracked Valley gutter curb.
AJ	Sidewalk panel cracked
AK	Sidewalk panel cracked
AL	Cracked Valley gutter curb.
AM	Cracked Valley gutter curb.

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AN	Cracked edge of driveway.
AO	Cracked Valley gutter curb.
AP	Cracked edge of driveway.
AQ	Cracked Valley gutter curb.

An inspection of the CDD infrastructure was conducted in May 2025. Below are pictures of various deficiencies identified in the table above.

<p>DEFICIENCY #1 (Map ID: Def-A)</p> <p>Debris in Valley Gutter.</p> <p>Clean up Debris.</p>	
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<p>DEFICIENCY #2 (Map ID: Def-B)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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**Bellaviva at Westside Community Development District
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<p>DEFICIENCY #3 (Map ID: Def-C)</p> <p>Sidewalk panel cracked.</p> <p>Remove and Replace 5' panel.</p>	 A photograph showing a concrete sidewalk panel with two prominent vertical cracks. The sidewalk is adjacent to a grassy area on the left and a gravel area with a white painted line on the right.
<p>DEFICIENCY #4 (Map ID: Def-D)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A close-up photograph of a concrete curb separating a gravel area from an asphalt road. A vertical crack runs through the curb. A white painted line is visible on the asphalt to the left.
<p>DEFICIENCY #5 (Map ID: Def-E)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A close-up photograph of a concrete curb separating a gravel area from an asphalt road. A vertical crack runs through the curb. A shadow of the person taking the photo is visible on the right side of the curb.

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DEFICIENCY #6
(Map ID: Def-F)

Cracked Valley gutter curb.

Remove and replace 1 LF section of valley gutter.



DEFICIENCY #7
(Map ID: Def-G)

Spalled edge of Curb Inlet.

Patch using concrete fill.



DEFICIENCY #8
(Map ID: Def-H)

Sidewalk panel cracked.

Remove and Replace 5' panel.



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<p>DEFICIENCY #9 (Map ID: Def-I)</p> <p>Sidewalk panel cracked.</p> <p>Remove and Replace 5' panel.</p>	
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<p>DEFICIENCY #10 (Map ID: Def-J)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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<p>DEFICIENCY #11 (Map ID: Def-K)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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**Bellaviva at Westside Community Development District
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<p>DEFICIENCY #12 (Map ID: Def-L)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 2 LF sections of valley gutter.</p>	 A close-up photograph showing a concrete curb on the edge of a road. The curb is cracked in several places, and the asphalt surface below it is visible. The curb is a light gray color, and the asphalt is a dark gray color.
<p>DEFICIENCY #13 (Map ID: Def-M)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A photograph showing a wide view of a road with a concrete curb. The curb is cracked, and the asphalt surface is visible. The background shows a grassy area and a clear sky.
<p>DEFICIENCY #14 (Map ID: Def-N)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A photograph showing a concrete curb on the edge of a road. The curb is cracked, and the asphalt surface is visible. The curb is a light gray color, and the asphalt is a dark gray color.

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<p>DEFICIENCY #15 (Map ID: Def-O)</p> <p>Spalled edge of Curb.</p> <p>Patch using concrete fill.</p>	 A close-up photograph of a concrete curb on a road. The curb is in poor condition, with a significant portion of the top surface missing, exposing the aggregate underneath. A dark, freshly poured concrete patch is visible on the road surface adjacent to the damaged curb. The road surface is asphalt, and there is a gravel shoulder in the foreground.
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<p>DEFICIENCY #16 (Map ID: Def-P)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A photograph showing a concrete curb in a valley gutter. A prominent vertical crack runs down the center of the curb. The curb is situated between a grassy area on the left and a gravel shoulder on the right. The road surface is asphalt.
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<p>DEFICIENCY #17 (Map ID: Def-Q)</p> <p>Debris in Valley Gutter.</p> <p>Clean up Debris.</p>	 A wide-angle photograph of a residential street. In the foreground, there is a gravel shoulder and a concrete curb. The valley gutter between the curb and the road is filled with various pieces of debris, including plastic bags and other trash. In the background, there are several two-story houses with light-colored siding and dark shutters. A yellow 'Sold' sign is visible on a post near one of the houses.
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DEFICIENCY #18
(Map ID: Def-R)

Ponding/Cracked curb.

Remove and replace 1 LF of valley gutter and clean ADA mat of vegetation.



DEFICIENCY #19
(Map ID: Def-S)

Ponding.

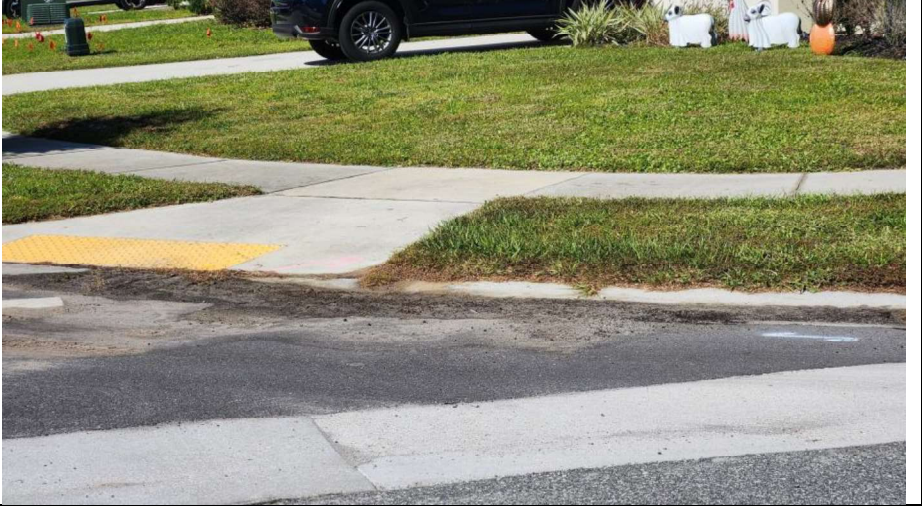
Inspect nearby structures.



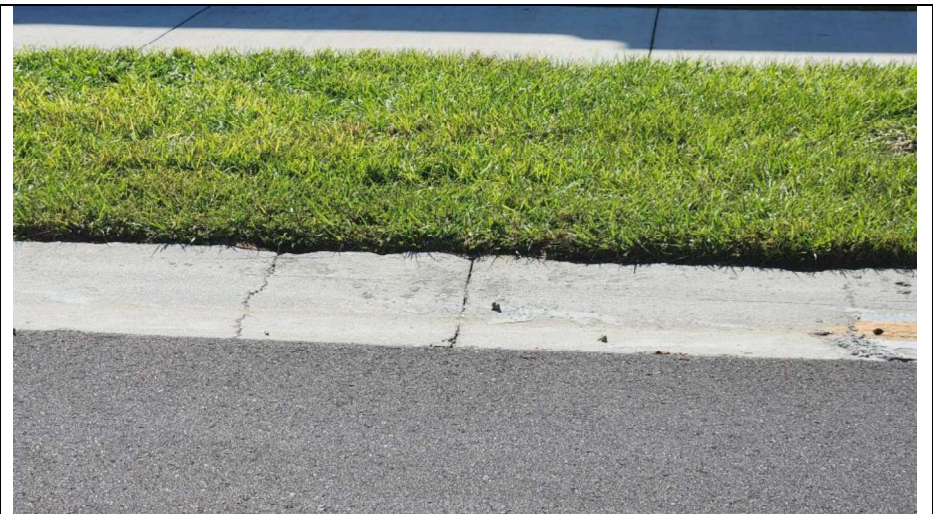
DEFICIENCY #20
(Map ID: Def-T)

Debris in Valley Gutter.

Inspect and Clean up Debris.




**Bellaviva at Westside Community Development District
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<p>DEFICIENCY #21 (Map ID: Def-U)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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<p>DEFICIENCY #22 (Map ID: Def-V)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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<p>DEFICIENCY #23 (Map ID: Def-W)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	
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**Bellaviva at Westside Community Development District
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<p>DEFICIENCY #24 (Map ID: Def-X)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 1 LF section of valley gutter.</p>	 A photograph showing a concrete curb separating a grassy area from a paved road. The curb has a visible crack running along its length. The road surface is asphalt.
<p>DEFICIENCY #25 (Map ID: Def-Y)</p> <p>Debris in Valley Gutter.</p> <p>Clean up Debris.</p>	 A photograph of a street corner showing a concrete curb. There is a large pile of brown, sandy debris or dirt in the gutter area. A yellow curb ramp is visible on the right side of the road.
<p>DEFICIENCY #26 (Map ID: Def-Z)</p> <p>Spalled edge of sidewalk panel.</p> <p>Patch using concrete fill.</p>	 A close-up photograph of a concrete curb. The edge of the curb is broken and spalled, showing a dark, jagged hole. The curb is adjacent to a grassy area and a paved road.

**Bellaviva at Westside Community Development District
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DEFICIENCY #27
(Map ID: Def-AA)

Debris in Valley Gutter.

Clean up Debris.



DEFICIENCY #28
(Map ID: Def-AB)

Spalled edge of Curb
Inlet and curb.

Patch using concrete fill.



DEFICIENCY #29
(Map ID: Def-AC)

On street parking
asphalt is not smooth,
Debris in Valley Gutter.

Reheat asphalt to
smooth it out and Clean
up Debris.



**Bellaviva at Westside Community Development District
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DEFICIENCY #30
(Map ID: Def-AD)

No grassing behind 15
LF of curb.

Resod sandy area behind
curb.



DEFICIENCY #31
(Map ID: Def-AE)

Asphalt around DBI
sunken 0.5".

Inspect potential cause.



DEFICIENCY #32
(Map ID: Def-AF)

Asphalt sunk 1" below
valley gutter.

Inspect potential cause.

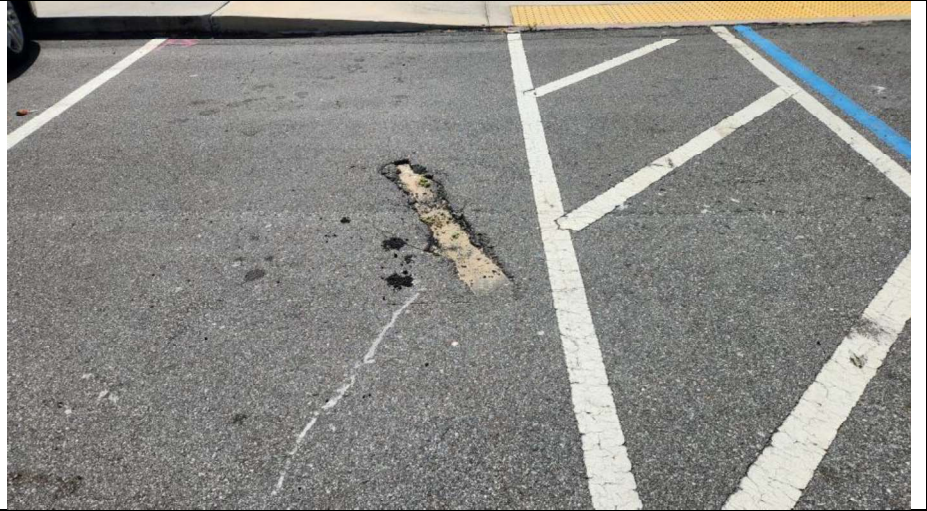


**Bellaviva at Westside Community Development District
2025 Engineer's Inspection Report**

DEFICIENCY #33
(Map ID: Def-AG)

Large cut in asphalt
parking spot.

Patch area of asphalt.



DEFICIENCY #34
(Map ID: Def-AH)

Very worn/cracked edge
of pavement and
sidewalk.

Patch damaged asphalt
to smooth the
asphalt/sidewalk
transition.



DEFICIENCY #35
(Map ID: Def-AI)

Cracked Valley gutter
curb.

Remove and replace 1
LF section of valley
gutter.



**Bellaviva at Westside Community Development District
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<p>DEFICIENCY #36 (Map ID: Def-AJ)</p> <p>Sidewalk panel cracked.</p> <p>Remove and Replace 5' panel.</p>	
<p>DEFICIENCY #37 (Map ID: Def-AK)</p> <p>Sidewalk panel cracked.</p> <p>Remove and Replace 5' panel.</p>	
<p>DEFICIENCY #38 (Map ID: Def-AL)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 2 LF section of valley gutter.</p>	

**Bellaviva at Westside Community Development District
2025 Engineer's Inspection Report**

<p>DEFICIENCY #39 (Map ID: Def-AM)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 5 LF section of valley gutter.</p>	 A photograph showing a concrete curb with a significant crack running along its length. The curb is adjacent to a grassy area on the left and a gravel surface on the right.
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<p>DEFICIENCY #40 (Map ID: Def-AN)</p> <p>Cracked edge of driveway.</p> <p>Remove piece and fill with concrete patch.</p>	 A photograph showing a concrete driveway with a crack along its edge. The driveway is adjacent to a grassy area on the left and a gravel surface on the right.
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<p>DEFICIENCY #41 (Map ID: Def-AO)</p> <p>Cracked Valley gutter curb.</p> <p>Remove and replace 2 LF section of valley gutter.</p>	 A photograph showing a concrete curb with a crack along its length. The curb is adjacent to a grassy area on the left and a gravel surface on the right. A blue marker is visible on the curb.
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**Bellaviva at Westside Community Development District
2025 Engineer's Inspection Report**

DEFICIENCY #42
(Map ID: Def-AP)

Cracked edge of
driveway.

Remove piece and fill
with concrete patch.



DEFICIENCY #43
(Map ID: Def-AQ)

Cracked Valley gutter
curb.

Remove and replace 5
LF section of valley
gutter.



**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

7B

**Bellaviva At Westside Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Current fiscal year budget with any amendments and most recent financials within the latest agenda package and annual audit via link to Florida Auditor General website.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

A

**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

AI

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into effective this 1st day of October 2025 (the “**Effective Date**”), by and between:

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

FLORALAWN INC., a Florida corporation, whose mailing address is P.O. Box 91597, Lakeland, Florida 33804 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes, among others, of planning, constructing, installing, acquiring, financing, managing and operating public improvements and community facilities, including landscaping improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, the Contractor desires to provide such services and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”), for the areas identified at **Exhibit B** (the “**Property**”) attached hereto and incorporated herein by reference; and

WHEREAS, the District and the Contractor warrant and agree they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES.**
 - A.** The District desires that the Contractor provide landscape and irrigation maintenance services within professionally accepted standards. Upon all Parties signing this Agreement and beginning on the Effective Date, the Contractor

shall provide the District with the Services identified in **Exhibit A** for the Property identified at **Exhibit B**.

- B. While providing the Services, the Contractor shall assign adequately trained and qualified staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services in accordance with industry standards.
- C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. The Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- D. This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

3. SCOPE OF SERVICES. The Contractor will provide landscape and irrigation maintenance services for the Property as further described in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of the Contractor are to provide the materials, tools, skills and labor necessary for the Services. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A** or any prior agreements among the Parties, this Agreement controls.

4. MANNER OF THE CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, including but not limited to University of Florida IFAS Extension guidelines and FDOT and local line of site requirements. The performance of all Services shall further conform to any written instructions issued by the District through its Designee (defined below).

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included herein unless the District, through its Designee, authorizes the Contractor, in writing, to perform such work.
- C. The District's Designee shall act as the District representative with respect to the Services to be performed under this Agreement (the "**Designee**"). The

Designee shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Services provided that no direction shall obviate the Contractor's obligations as an expert in the field to provide the Services in conformance with landscaping best practices.

- (1) The District hereby designates the **District Manager** and **Empire Management Group** to act as its Designee. The Designee shall have the authority to appoint other designees to act on behalf of the District.
- (2) Upon request by the District's Designee, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- (3) The Contractor shall provide the District's Designee a written report of work performed for each week, to be submitted no later than Monday of the following week, with notification of any problem areas and a detailed schedule of work for the upcoming month. The Contractor must submit a comprehensive report for each District agenda package at least eight (8) days in advance of such District meeting outlining areas of service, concern, and other matters pertaining to this Agreement.

D. In the event that time is lost due to heavy rains ("**Rain Days**") or other adverse weather conditions, the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled Services during the same week as any Rain Days, provided it is safe to do so. The Contractor shall provide Services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays unless otherwise authorized in writing by the District's Designee. The Contractor shall notify the District's Designee within 24 hours of any Rain Days that will require rescheduling.

E. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to commence repair of any damage resulting from the Contractor's activities and work within twenty-four (24) hours and complete such repairs within a reasonable timeframe as determined by the District. The Contractor shall document any such damage with photographs and written reports submitted to the District's Designee within 24 hours of discovery or occurrence.

5. **COMPENSATION.**

A. As compensation for the Services, the District agrees to pay the Contractor **Six Thousand Five Hundred Sixty-Nine Dollars and Ninety-Three Cents (\$6,569.93)** per month, for a twelve (12) month period total of **Seventy-Eight Thousand Eight Hundred Thirty-Nine Dollars and Sixteen Cents**

(\$78,839.16), as set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the District in accordance with the unit pricing provided in the Contractor's proposals to the District.

- B.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services and such additional work or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order (“**ASO**”). The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes the Contractor to perform such additional work or services through an authorized and fully executed ASO. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing, attached hereto as part of **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** Subject to the terms herein, the Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, the Contractor will provide proof of such payment. The Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, the District may at any time make payments due to the Contractor directly or by joint check, to any person or entity for obligations incurred by the Contractor in connection with the performance of the Services, unless the Contractor has first delivered written notice to the District of a dispute with any such person or entity and has furnished security satisfactory to the District insuring against claims therefrom. Any payment so made will be

credited against sums due to the Contractor in the same manner as if such payment had been made directly to the Contractor. The provisions of this Section are intended solely for the benefit of the District and will not extend to the benefit of any third persons, or obligate the District or its sureties in any way to any third party. Subject to the terms of this Section, the Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.

- E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all Services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. TERM. The initial term of this Agreement shall begin upon the Effective Date through September 30, 2026, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for four (4) one (1) year terms, unless terminated in accordance with the terms of this Agreement. However, if at any time the compensation exceeds those amounts required under Florida law to be publicly procured, this Agreement shall terminate upon written notification by the District.

7. SUBCONTRACTORS. The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. EFFECTIVE DATE. This Agreement shall be binding and effective as of the Effective Date and shall remain in effect as set forth in Section 6 of this Agreement, unless terminated in accordance with the provisions of this Agreement.

9. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's

legal liability for bodily injuries, with limits of not less than \$1,000,000 per occurrence and \$1,000,000.00 aggregate covering all work performed under this Agreement, including but not limited to, bodily injury and property damage liability, and covering at least the following hazard: Independent the Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives shall be named as additional insured parties (together, the "**Additional Insureds**") on a primary and non-contributory basis on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

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

10. INDEMNIFICATION.

A. To the fullest extent permitted by law, and in addition to any other obligations of the Contractor under this Agreement or otherwise, the Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, the "**Indemnitees**"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in

part or in whole, by (i) the negligent, reckless, or intentional wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, the Contractor's obligations pursuant to this Agreement or any Services or the Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Contractor in this Agreement or any Services.

- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have against the Contractor. The provisions of this Section 10 are independent of, and will not be limited by, any insurance required to be obtained by the Contractor pursuant to this Agreement or otherwise obtained by the Contractor, and the provisions of this Section 10 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- C.** The Contractor shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

11. ENVIRONMENTAL ACTIVITIES. The Contractor agrees it is licensed and capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns and correcting any other harm resulting from the Services to be performed by the Contractor.

12. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as-is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

13. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and

services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. The Contractor further warrants to the District those warranties which the Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). The Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve the Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, the Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. The Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. The Contractor shall be responsible for maintaining and warranting all plant material maintained by the Contractor as of the first date of the Services.

The Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. The Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe of any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien at the Contractor's sole expense. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in

addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon giving notice of termination.

16. TAX-EXEMPT DIRECT PURCHASES. The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. The Contractor shall follow required procedures as directed by the District.

17. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, request to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or materialmen, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

18. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

20. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

21. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty

(30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

22. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

23. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

24. INDEPENDENT THE CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

27. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

28. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

29. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements

of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

30. NOTICES. Any notice, demand, request or communication required or permitted hereunder (“**Notice(s)**”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District: Bellaviva at Westside Community Development
District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Bellaviva at Westside CDD, District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Bellaviva at Westside CDD, District Counsel

If to the Contractor: Floralawn Inc.
P.O. Box 91597
Lakeland, Florida 33810
Attn: Robert Averitt

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth in this Agreement.

31. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

32. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Osceola County, Florida.

33. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Jordan Lansford** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

34. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

35. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

36. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

37. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

38. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, the Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Contractor shall immediately notify the District. If the Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

39. ANTI-HUMAN TRAFFICKING. The Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.


40. PUBLIC ENTITY CRIMES. The Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

41. FOREIGN INFLUENCE. The Contractor understands that under Section 286.101, *Florida Statutes*, that the Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**BELLAVIVA AT WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

By: Stephen McConn
Chairperson/Vice Chairperson

DocuSigned by:

FLORALAWN INC.
FF2A62B0FCC0429...
By: Robert Averitt
Its: Pres

- Exhibit A:** Scope of Services and Compensation
- Exhibit B:** Property

Exhibit A



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Bellaviva CDD

% Jorge Miranda
Empire Management Group
1098 W Monroe St
Clermont, FL 34711

June 26th, 2025
Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management - Common

Service	Monthly	Yearly
Landscape Maintenance	\$3,118.50	\$37,422.00
St Augustine Fertilization Program (4x Per Year)	\$121.31	\$1,455.72
Pond Bottom Tilling (4x Per Year)	\$740.00	\$8,880.00
Berm Bush Hogging (4x Per Year)	\$1,800.00	\$21,600.00
Shrub Fertilization Program (4x Per Year)	\$150.12	\$1,801.44
Monthly Irrigation Inspection	\$640.00	\$7,680.00
Total	\$6,569.93	\$78,839.16

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Price
Pine Bark Mulch (Per Cu Yard)	\$55.00
Palm Pruning (Per Palm)	\$60.00
Annuals (Per Plant)	\$2.50
Storm Clean Up (Per Hour)	\$65.00

PROPOSAL

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year (Floritam) and 42 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.

Bahia lake and pond banks will be mowed 30 times per year consistent with 3 times per month May through October and 2 times per month or as needed November through April.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer 4 times per year. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to 4 times per year between April 1st and October 30th. Pre-Emergent herbicides will be used 2 times per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control.

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **12 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of

the irrigation system communicated to Floralawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

Exhibit B



**BELLAVIVA AT
WESTSIDE**

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

All



Proposal

Date: 3/17/2026
Work Order #20367
PO #

Customer:
 BellaViva At Westside CDD
 c/o Wrathell, Hunt and Associates,
 LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Property:
 Bellaviva at Westside CDD
 755 Overpool Ave
 Kissimmee, FL 34747

WIRE 7 MAINLINE REPLACEMENT (RETAINER WALL)

The following proposal is for work that needs to be done in order to get water to common areas (after thoroughly investigating). The first is for about 1000 feet of two-wire that was pulled out and will need to be rerun again from 9620 Westside Hills to behind 425 Over Pool Ave on Barry Road. There is a valve box where we must run the wire to, but first, we have to go under Westside Blvd/Barry Road entrance, in which we were able to locate the sleeve that goes under the road which will help with running the new wire. We will need to get permission from homeowners at 9660 & 9668 Westside Hills Drive because we will need to go under the retainer wall and through both of these homeowners' backyards.

The second item is at 9050 Norley, from what we were able to tell, is that the irrigation on the common areas was put in first, because the 2" mainline appears to have been about 3-4 feet under the house that was built. We were able to locate where the mainline and wire were cut off, plus aside from running 200 feet of 2" mainline and wire, we will also need to bore under the service road behind 9050 Norley in order to cross the mainline from one side to the other in order to connect to a water source. So, we can get those common areas back up and running.

Irrigation Repair

Irrigation Repair

Items	Quantity	Unit
Hunter ICD Decoder 1 station for use with ACC Controllers	6.00	ea
Paige Rain Bird Maxi Wire Black 14 Gauge Jacketed 2 Conductor (Sold per ft.)	1,000.00	ea
PVC Purple Reclaimed Pipe 1 1/4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	200.00	FT
Pro-Trade DBR/Y-600 Red/Yellow Gorilla Nut 2 Pack	15.00	BG
GT Miscellaneous Parts	12.00	ea


PROJECT TOTAL: \$9,468.26


Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$9,468.26), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

By 
Oscar Villegas
Date 3/17/2026 4/2/26
Floralawn

By 
Date 4/1/2026
Bellaviva at Westside CDD

**BELLAVIVA AT
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2026**

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2026**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 790,914	\$ 790,914
Deposit	4,150	4,150
Prepaid expense	31,443	31,443
Total assets	826,507	826,507
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 137	\$ 137
Accounts payable - year end	2,476	2,476
Landowner advance	6,000	6,000
Total liabilities	8,613	8,613
 Fund balances:		
Unassigned	817,894	817,894
Total fund balances	817,894	817,894
 Total liabilities and fund balances	 \$ 826,507	 \$ 826,507

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,658	\$ 582,760	\$ 614,091	95%
Total revenues	<u>1,658</u>	<u>582,760</u>	<u>614,091</u>	95%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	915	3,417	25,000	14%
Engineering	-	2,097	2,000	105%
Audit	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	-	-	500	0%
Printing & binding	42	250	500	50%
Legal advertising	-	86	1,500	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,870	6,300	93%
Contingencies/bank charges	86	526	567	93%
Meeting room rental	-	324	1,750	19%
Website hosting & maintenance	850	850	705	121%
Website ADA compliance	-	-	210	0%
Property appraiser & tax collector	-	-	25,587	0%
Total professional & administrative	<u>5,910</u>	<u>37,695</u>	<u>118,494</u>	32%
Filed operations				
Management & administration				
Contingency	-	1,161	94,068	1%
O&M accounting services	-	-	4,500	0%
Insurance: property	-	9,669	15,000	64%
Management services	4,333	13,000	26,000	50%
On-site Management	375	2,250	-	N/A
General administrative	-	-	2,000	0%
Grounds/bldg maintenance				
General maintenance	-	395	6,500	6%
Irrigation repairs	-	19,144	4,000	479%
Landscape contract including mulch est.	6,570	39,420	78,828	50%
Landscaping extras - replacement & annuals	-	-	6,000	0%
Tree trimming	-	-	2,500	0%
Pressure washing	-	-	5,000	0%
Holiday decorations	-	1,452	3,000	48%
Walkway maintenance/repair	-	-	3,500	0%
Gazebo & picnic area maintenance/repair	-	-	3,500	0%
Retaining wall maintenance/repair	-	-	5,000	0%
Fence & handrail repairs/maintenance	-	-	2,000	0%

**BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
Recreational expenses - amenity				
Pool maintenance contract	1,680	9,840	19,776	50%
Pool/cabana janitorial contract	1,676	4,372	11,776	37%
Pool equipment repairs	-	-	6,700	0%
Pool/cabana general maintenance	-	-	5,000	0%
Termite bond/pest control	-	-	1,200	0%
Playground equip/maint/mulch (2 locations)	-	1,734	6,000	29%
Access control systems/cameras	240	720	5,300	14%
Pressure washing	-	588	1,000	59%
Electric - amenity	421	2,380	10,000	24%
Domestic water / sewer - amenity	-	-	9,000	0%
Irrigation - amenity	-	-	6,000	0%
Telephone/cable/internet - amenity	311	840	2,400	35%
Pool permits/licenses	-	-	600	0%
Trash/debris removal	1,054	6,788	21,000	32%
Landscape maintenance	-	-	14,832	0%
Landscape seasonal (annuals & mulch)	-	-	3,600	0%
Utilities				
Electric - irrigation meters	132	863	1,000	86%
Electric - street lights	2,407	12,145	36,000	34%
Irrigation	99	7,067	20,000	35%
Total field operations	<u>19,298</u>	<u>133,828</u>	<u>442,580</u>	30%
Other fees & charges				
Tax collector	33	12,032	-	N/A
Total other fees & charges	<u>33</u>	<u>12,032</u>	<u>-</u>	N/A
Total expenditures	<u>25,241</u>	<u>183,555</u>	<u>561,074</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	(23,583)	399,205	53,017	
Fund balance - beginning (unaudited)	841,477	418,689	269,434	
Fund balance - ending (projected)				
Committed				
Future repairs				
General	4,000	4,000	4,000	
Monument signage/hardscape	12,000	12,000	12,000	
Retaining wall	30,000	30,000	30,000	
Fencing/handrails	48,000	48,000	48,000	
Playground	28,000	28,000	28,000	
Pool/cabana parking lot	33,332	33,332	33,332	
Alleyway	13,600	13,600	13,600	
Unassigned	648,962	648,962	153,519	
Fund balance - ending	<u>\$ 817,894</u>	<u>\$ 817,894</u>	<u>\$ 322,451</u>	

**BELLAVIVA AT
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
BELLAVIVA AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Bellaviva at Westside Community Development District held Public Hearings and a Regular Meeting on August 26, 2025 at 11:00 a.m., at the Hampton Inn & Suites, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present:

Steve McConn	Chair
Steve White	Assistant Secretary
Jeff Myers	Assistant Secretary
Steve Feccia	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell, Hunt and Associates, LLC
Meredith Hammock (via telephone)	District Counsel
Anastasia Rios (via telephone)	Kilinski Van Wyk PLLC
Oscar Trujillo	Empire Property Management
Jorge Miranda	Empire Property Management
Diego Fernandez	Resident
Patricia Schofield	Resident
Svetlana Colston	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Lansford called the meeting to order at 11:00 a.m.

Supervisors McConn, Myers and White and Supervisor-Appointee Feccia were present. Supervisor Dare was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Steve Feccia [Seat 2], (the

42 following will be provided under separate
43 cover)
44

45 Ms. Lansford, a Notary of the State of Florida and duly authorized, administered the
46 Oath of Office to Steve Feccia. The following will be reviewed with Mr. Feccia after the meeting:

- 47 **A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1**
- 48 **B. Membership, Obligations and Responsibilities**
- 49 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 50 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
- 51 **Public Officers**

52

53 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2025-07,**

54 **Electing and Removing Officers of the**

55 **District and Providing for an Effective Date**

56

57 Ms. Lansford presented Resolution 2025-07. Mr. McConn nominated the following:

58	Stephen McConn	Chair
59	Casey Dare	Vice Chair
60	Jeff Myers	Assistant Secretary
61	Steve White	Assistant Secretary
62	Steve Feccia	Assistant Secretary

63 No other nominations were made.

64 This Resolution removes the following from the Board:

65	Clifton Fischer	Assistant Secretary
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66 The following prior appointments by the Board remain unaffected by this Resolution:

67	Craig Wrathell	Secretary
68	Kristen Suit	Assistant Secretary
69	Jordan Lansford	Assistant Secretary
70	Craig Wrathell	Treasurer
71	Jeff Pinder	Assistant Secretary

<p>72 On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor,</p> <p>73 Resolution 2025-07, Electing, as nominated, and Removing Officers of the</p> <p>74 District and Providing for an Effective Date, was adopted.</p>
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FIFTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2025/2026 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

**On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the
Public Hearing was opened.**

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Resident Svetlana Colston asked why an increase is projected.

Ms. Suit stated that the “Landscape maintenance” line item increased.

Ms. Lansford suggested the Board consider the Landscape Maintenance bids and update
the budget, if necessary.

Ms. Suit stated that annual assessments are projected to increase by \$31.26 per unit.

**On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the
Public Hearing was closed.**

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▪ **Consideration of Informal Landscape Maintenance Bids**

This item, previously the Eighth Order of Business, was presented out of order.

Ms. Lansford stated that numerous contractors submitted informal bids for landscape
maintenance. Bids ranged from the lowest of \$78,828 from Floralawn to the highest of
\$144,360 from Exclusive Landscaping Group.

A. Summary Sheet

Mr. Trujillo stated that all bidders were given the same scope of work, including all
common areas within the CDD. Information was provided regarding the irrigation system and
potential modifications and improvements to streamline irrigation operations. Each bidder
provided mulch quantities and cost per cubic yard.

Mr. McConn asked if the bids submitted enable a “like for like” comparison. Mr. Trujillo
replied affirmatively and noted that one bid is significantly lower than the others. Mr. McConn
stated that Floralawn has been contracted in other communities and has done a good job; he
noted that it benefits the CDD to take advantage of the cost savings and reevaluate in the
second year, if necessary.

B. BrightView

C. Cepra Landscape

- 110 D. Contours Landscape Solution
- 111 E. Evergreen Outdoor Service LLC
- 112 F. Exclusive Landscaping Group
- 113 G. Floralawn
- 114 H. Prince and Sons Inc.
- 115 I. United Land Services

- 116 • Bellaviva at Westside CDD
- 117 • Bellaviva at Westside Townhomes

118 J. Yellowstone

119 On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the
 120 Floralawn Landscape Maintenance Bid, in the amount of \$78,828, was
 121 approved.

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- 124 ▪ Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
- 125 Discussion of Item 5B resumed.

126 B. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and
 127 Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending
 128 September 30, 2026; Authorizing Budget Amendments; and Providing an Effective
 129 Date

130 Discussion of the proposed Fiscal Year 2026 budget resumed.

131 The following changes were made to the proposed Fiscal Year 2026 budget:

132 Page 5, "Landscape contract including mulch est." line item: Decrease to "78,828"

133 The consensus was to keep assessments flat, year-over-year, and add any savings to the
 134 "Contingency" line item.

135 Ms. Lansford presented Resolution 2025-08.

136 On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor,
 137 Resolution 2025-08, Relating to the Annual Appropriations and Adopting the
 138 Budget for the Fiscal Year Beginning October 1, 2025, and Ending September
 139 30, 2026, as amended; Authorizing Budget Amendments; and Providing an
 140 Effective Date, was adopted.

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143 SIXTH ORDER OF BUSINESS

Public Hearing to Hear Comments and
Objections on the Imposition of

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Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2025/2026, Pursuant to Florida Law

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- A. Affidavit of Publication
- B. Mailed Notice to Property Owners

These items were included for informational purposes.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Public Hearing was opened.

Resident Patricia Schofield asked if Floralawn is bonded. Mr. Trujillo stated that the contractor is licensed and insured and will be bound by the contract with the CDD. The contract includes measures to force completion of the contract; a bond is not required.

Ms. Lansford asked for questions pertaining to levying assessments.

Ms. Hammock asked Ms. Lansford to confirm that the benefit from the CDD’s Operation & Maintenance (O&M) Activities equally benefits all developed property types in the CDD. Ms. Lansford replied affirmatively.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Public Hearing was closed.

- C. Consideration of Resolution 2025-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Lansford presented Resolution 2025-09 which allows the CDD to impose and collect the assessments utilizing the services of the Property Appraiser and Tax Collector.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, Resolution 2025-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

Discussion ensued regarding terminating the current landscape vendor’s contract. Ms. Hammock will confirm whether 30 or 60 days’ notice is required.

181 **SEVENTH ORDER OF BUSINESS** **Consideration of Guardian Access Solutions**
 182 **Annual Programming Agreement for**
 183 **Analog Software Systems**
 184

185 Ms. Lansford presented the Guardian Access Solutions Annual Programming Agreement
 186 for Analog Software Systems for renewal of the current contract, which is unchanged from the
 187 previous year and is included in the Fiscal Year 2026 budget.

188 **On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the**
 189 **Guardian Access Solutions Annual Programming Agreement for Analog**
 190 **Software Systems, in the annual amount of \$700, was approved.**

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 193 **EIGHTH ORDER OF BUSINESS** **Consideration of Informal Landscape**
 194 **Maintenance Bids**
 195

196 This item was addressed during the Fifth Order of Business.

- 197 **A. Summary Sheet**
- 198 **B. BrightView**
- 199 **C. Cepra Landscape**
- 200 **D. Contours Landscape Solution**
- 201 **E. Evergreen Outdoor Service LLC**
- 202 **F. Exclusive Landscaping Group**
- 203 **G. Floralawn**
- 204 **H. Prince and Sons Inc.**
- 205 **I. United Land Services**
 - 206 • **Bellaviva at Westside CDD**
 - 207 • **Bellaviva at Westside Townhomes**
- 208 **J. Yellowstone**

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 210 **NINTH ORDER OF BUSINESS** **Consideration of Form of Landscape and**
 211 **Irrigation Maintenance Services**
 212 **Agreement**
 213

214 Ms. Hammock presented the Form of Landscape and Irrigation Maintenance Services
 215 Agreement. It is substantially similar to previous contracts with Floralawn in other CDDs.

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On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Landscape and Irrigation Maintenance Services Agreement, in substantial form, and authorizing the Chair to execute, subject to ratification at a future meeting, was approved.

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▪ **Discussion: Wall Inspection Bids**

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This item was an addition to the agenda.

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Ms. Lansford stated that the Wall Inspection Report was received late yesterday. Mr.

224

Trujillo stated that damage to a retaining wall on the west end was observed. The District

225

Engineer inspected the wall and no structural issues were found. Bids will be obtained from

226

qualified vendors for the recommended repair, per the specifications.

227

This item will be included on a future agenda.

228

TENTH ORDER OF BUSINESS

**Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2024;
Prepared by Grau & Associates**

230

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Ms. Lansford presented the Audited Financial Report for the Fiscal Year Ended

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September 30, 2024 and noted the pertinent information. There were no findings,

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recommendations, deficiencies on internal control or instances of non-compliance; it was a

236

clean audit.

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A. Consideration of Resolution 2025-10, Hereby Accepting the Audited Financial Report

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for the Fiscal Year Ended September 30, 2024

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On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, Resolution 2025-10, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024, was adopted.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Special Districts
Performance Measures and Standards
Reporting FY2026**

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Ms. Lansford presented the Reporting Fiscal Year 2026 Performance Measures and

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Standards.

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On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

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TWELFTH ORDER OF BUSINESS

Ratification of Poulos & Bennett, LLC Work Authorization Number 1

Ms. Lansford presented Poulos & Bennett, LLC Work Authorization Number 1.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, Poulos & Bennett, LLC Work Authorization Number 1, in a not-to-exceed amount of \$12,500, was ratified.

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THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2025

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted.

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FOURTEENTH ORDER OF BUSINESS

Approval of May 27, 2025 Regular Meeting Minutes

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the May 27, 2025 Regular Meeting Minutes, as presented, were approved.

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FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk, PLLC

Ms. Hammock reminded the Board Members to complete the required four hours of ethics training by December 31, 2025.

Ms. Hammock stated that the current Landscaping Contract includes a 30-day termination clause. The consensus was to send a 30-day Termination Notice to the current landscaping contractor within the next week so the new contractor can begin on October 1, 2025.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, terminating the current Landscaping Contract and authorizing Staff to send a 30-Day Notice of Termination, was approved.

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B. District Engineer: Poulos and Bennett, LLC

There was no report.

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293 C. **Property Manager: Empire Management**

294 There were no District Engineer or Property Manager reports.

295 D. **District Manager: Wrathell, Hunt and Associates, LLC**

- 296 • **189 Registered Voters in District as of April 15, 2025**

- 297 • **NEXT MEETING: September 23, 2025 at 11:00 AM**

- 298 ○ **QUORUM CHECK**

299 Going forward, the Board Members would like iPads, rather than hard copy agendas.

300 The September 23, 2025 meeting will be canceled.

301

302 **SIXTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

303

304 There were no Board Members' comments or requests.

305

306 **SEVENTEENTH ORDER OF BUSINESS**

Public Comments

307

308 Ms. Schofield asked for a KB Homes sign at the corner of West Side Hills Boulevard and
309 West Side Hills Drive to be moved out of the drivers' line of sight. Mr. McConn stated that will
310 be addressed with the vendor as soon as possible.

311 Ms. Colston asked for additional fiber optic internet options. Mr. McConn stated that
312 more than one vendor is available but vendors must obtain a right-to-use permit from the CDD
313 or the County to install the fiber optic lines in the right-of-way; that is not something the CDD
314 can coordinate. Most lots have a 10' utility easement.

315 Ms. Colston asked for parking spaces to be added closer to the pool area. Mr. McConn
316 stated that, when residents assume control of the CDD, the new Board can choose to take that
317 action. Ms. Lansford stated that a project like that is not included in the Fiscal Year 2026
318 budget.

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320 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

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322 **On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the**
323 **meeting adjourned at 11:25 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**BELLAVIVA AT
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

BELLAVIVA AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites, 4971 Calypso Cay Way, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2025 CANCELED	Regular Meeting	11:00 AM
November 25, 2025 CANCELED	Regular Meeting	11:00 AM
December 23, 2025 CANCELED	Regular Meeting	11:00 AM
January 27, 2026 CANCELED	Regular Meeting	11:00 AM
February 24, 2026 CANCELED	Regular Meeting	11:00 AM
March 24, 2026 CANCELED	Regular Meeting	11:00 AM
April 28, 2026 CANCELED	Regular Meeting	11:00 AM
May 13, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	10:00 AM
May 26, 2026 <i>rescheduled to May 13, 2026</i>	Regular Meeting	11:00 AM
June 23, 2026	Regular Meeting	11:00 AM
July 28, 2026	Regular Meeting	11:00 AM
August 25, 2026	Regular Meeting	11:00 AM
September 22, 2026	Regular Meeting	11:00 AM