COMMUNITY DEVELOPMENT
DISTRICT

May 15, 2025

BOARD OF SUPERVISORS

REGULAR
MEETING AGENDA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Visions at Orlando West 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

May 8, 2025

ATTENDEES:

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

Board of Supervisors Visions at Orlando West Community Development District

Dear Board Members:

The Board of Supervisors of the Visions at Orlando West Community Development District will hold a Regular Meeting on May 15, 2025 at 11:00 a.m., at 4797 W. Irlo Bronson Memorial Highway, Suite F, Kissimmee, Florida 34746. The agenda is as follows:

- Call to Order/Roll Call
- 2. Acceptance of Resignation of Jacob Essman [Seat 2]
- 3. Consider Appointment of Rodolfo Guerra to Fill Unexpired Term of Seat 2; Term Expires November, 2028
 - Administration of Oath of Office to Appointed Supervisor (the following will be provided under separate cover)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
- 4. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing an Effective Date
- 5. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2025
 - B. Approval of October 17, 2024 Public Hearings and Regular Meeting Minutes
- 6. Public Comments

- 7. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 8. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 9. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 10. Consideration of Resolution 2025-09, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, *Florida Statutes*; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
- 11. Consideration of Resolution 2025-10, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall Be Paid; Designating Lands Upon Which the Special Assessments Shall Be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
- 12. Consideration of 2025-11, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Visions at Orlando West Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes

13. Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): Barrios Engineering, LLC

C. District Manager: Wrathell, Hunt and Associates, LLC

Property Insurance on Vertical Assets

NEXT MEETING DATE: June 19, 2025 at 11:00 AM

Board of Supervisors Visions at Orlando West Community Development District May 15, 2025, Regular Meeting Agenda Page 3

QUORUM CHECK

SEAT 1	ROBERT THORNE	IN PERSON	PHONE	□No
SEAT 2	RODOLFO GUERRA	IN PERSON	PHONE	No
SEAT 3	RILEY OTERO	IN PERSON	PHONE	□No
SEAT 4	FERNANDO DE NUÑEZ	IN PERSON	PHONE	□No
SEAT 5	Josefina Ruiz	IN PERSON	PHONE	No

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,

Cindy Cerbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 131 733 0895

COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF TENDER OF RESIGNATION

To:

Board of Supervisors

Visions at Orlando West Community Development District

Attn: District Manager

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

From:

Jacob Essmar

Printed Name

Date:

3/19/25

Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Visions* at *Orlando West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [_] personally presented at a duly noticed meeting of the Board of Supervisors, [_] scanned and electronically transmitted to gillyardd@whhassociates.com or [_] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature

COMMUNITY DEVELOPMENT DISTRICT

3

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

for the purposes therein expres (NOTARY SEAL)	Notary Public, State of Print Name: Commission No.:	Florida Expires: ty of Residence Fax	 -
(NOTARY SEAL)	Notary Public, State of Print Name: Commission No.:	Expires:	 -
	Notary Public, State of Print Name:		
	Notary Public, State of		
		Florida	
	seu.		
for the purposes therein expres	seu.		
online notarization on aforementioned oath as a Men	this day of, who is personall as identification, and is the pender of the Board of Supervict and acknowledged to and because of the superviction of the	means of D physical presence or, 20, 20, y known to me or has produce erson described in and who took the sors of the Visions at Orlando We perfore me that he/she took said oa	by ed he
STATE OF FLORIDA COUNTY OF			
<u>ACKN</u>	OWLEDGMENT OF OATH BEI	<u>NG TAKEN</u>	
Board Supervisor			
	STATES AND OF THE STATE (HE
EMPLOYEE OR OFFICER, DO HE CONSTITUTION OF THE UNITED	REBY SOLEMNLY SWEAR OR		υH
WEST COMMUNITY DEVELOPMENT DEVELOPMENT DO HE	MENT DISTRICT AND A RECI	FICER OF THE VISIONS AT ORLAND PIENT OF PUBLIC FUNDS AS SUC	

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

25:	SECTION 1.	The following is	/are elected as Officer(s) of the District effective May 15,
			is elected Chair
			is elected Vice Chair
			is elected Assistant Secretary
			is elected Assistant Secretary
			is elected Assistant Secretary
	SECTION 2.	The following O	fficer(s) shall be removed as Officer(s) as of May 15, 2025:
	Jacob Essma	n	Assistant Secretary

	VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT		
	·		
ASSED AND ADOPTED THIS 15	5 TH DAY OF MAY, 2025.		
eff Pinder	is Assistant Treasurer		
raig Wrathell	is Treasurer		
indy Cerbone	is Assistant Secretary		
amie Sanchez	is Assistant Secretary		
raig Wrathell	is Secretary		
	imie Sanchez indy Cerbone raig Wrathell eff Pinder		

SECTION 3. The following prior appointments by the Board remain unaffected by this

Resolution:

COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2025

	General Fund	Debt Service Fund		Total ernmental Funds
ASSETS	Φ 0.504	•	•	0.504
Cash	\$ 3,534	\$ -	\$	3,534
Due from Landowner Total assets	19,341	10,555		29,896
Total assets	22,875	10,555		33,430
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,383	\$ 10,555	\$	24,938
Due to Landowner	3,469	14,829		18,298
Landowner advance	6,000			6,000
Total liabilities	23,852	25,384		49,236
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	19,341	_		19,341
Total deferred inflows of resources	19,341			19,341
				<u> </u>
Fund balances:				
Restricted for:				
Debt service	-	(14,829)		(14,829)
Unassigned	(20,318)			(20,318)
Total fund balances	(20,318)	(14,829)		(35,147)
Total liabilities, deferred inflows of resources				
and fund balances	\$ 22,875	\$ 10,555	\$	33,430

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2025

		Current Month		ear to		Budget	% of Budget
REVENUES	Φ		Φ	40.400	Φ	400.000	4.50/
Landowner contribution	\$		\$	16,166	_\$_	109,082	15%
Total revenues				16,166		109,082	15%
EXPENDITURES							
Professional & administrative							
Supervisor		-		1,292		1,292	100%
Management/accounting/recording		2,000		12,000		48,000	25%
Legal		614		6,150		25,000	25%
Engineering		-		-		5,000	0%
Audit		-		-		5,000	0%
Arbitrage rebate calculation*		-		-		750	0%
Dissemination agent*		-		-		1,000	0%
Trustee*		-		-		6,500	0%
EMMA software service		-		-		1,500	0%
Telephone		17		100		200	50%
Postage		-		33		500	7%
Printing & binding		42		250		500	50%
Legal advertising		-		180		6,500	3%
Annual special district fee		-		175		175	100%
Insurance		-		5,250		5,500	95%
Contingencies/bank charges		79		658		750	88%
Website hosting & maintenance		-		-		705	0%
Website ADA compliance		-		-		210	0%
Total expenditures		2,752		26,088		109,082	24%
Excess/(deficiency) of revenues							
over/(under) expenditures		(2,752)		(9,922)		-	
Fund balances - beginning		(17,566)		(10,396)		_	
Fund balances - ending	\$	(20,318)	\$	(20,318)	\$		
*These items will be realized when bonds are issued		(=0,0.0)		(=0,0.0)			

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year To Date	
REVENUES	\$ -	\$ -	
Total revenues			
EXPENDITURES Debt service			
Cost of issuance	7,739	10,555	
Total debt service	7,739	10,555	
Excess/(deficiency) of revenues over/(under) expenditures	(7,739)	(10,555)	
Fund balances - beginning	(7,090)	(4,274)	
Fund balances - ending	\$ (14,829)	\$ (14,829)	

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1 2 3	_	TES OF MEETING COMMUNITY DEVELOPMENT DISTRICT		
4	The Board of Supervisors of the	Visions at Orlando West Community Development		
5	District held Public Hearings and a Regular Meeting on October 17, 2024, at 11:00 a.m., at 4797			
6	W. Irlo Bronson Memorial Highway, Suite	F, Kissimmee, Florida 34746.		
7				
8 9	Present were:			
10	Robert Thorne	Chair		
11	Josefina Ruiz	Vice Chair		
12	Fernando de Nuñez	Assistant Secretary		
13	Riley Otero (via telephone)	Assistant Secretary		
14	Jacob Essman	Assistant Secretary		
15				
16	Also present:			
17				
18	Cindy Cerbone	District Manager		
19	Jamie Sanchez	Wrathell, Hunt and Associates LLC		
20	Tucker Mackie	District Counsel		
21	Carlos Barrios (via telephone)	District Engineer		
22	Federico Puppio	Developer Representative		
23				
24				
25	FIRST ORDER OF BUSINESS	Call to Order/Roll Call		
26 27	Ms. Sanchez called the meeting t	o order at 11:00 a.m. Supervisors Thorne, de Nuñez		
	_	•		
28	·	ro attended via telephone. Supervisor Fischer was		
29	absent.			
30	 Public Hearing to Consider the Ad 	loption of an Assessment Roll and the Imposition of		
31	Special Assessments Relating to	o the Financing and Securing of Certain Public		
32	Improvements			
33	This item, previously the Ninth Or	der of Business, was presented out of order.		
34	Ms. Cerbone recalled that the Mas	ster District Engineer's Report and the Master Special		
35	Assessment Methodology were presented	in detail at the last meeting and noted that these will		
36	be discussed again today, if the Board inte	nds to issue bonds.		
37				

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38 39		On MOTION by Mr. de Nuñez and seconded by Mr. Thorne, with all in favor, the Public Hearing was opened.
40 41		the rubilc hearing was opened.
42	A.	Affidavit/Proof of Publication
43	В.	Mailed Notice to Property Owner(s)
44		These items were presented for informational purposes.
45	C.	Engineer's Report (for informational purposes)
46		Ms. Cerbone noted that the Engineer's Report was presented at the last meeting and
47	that	the Board might have additional questions. In particular, Mr. de Nuñez would like to know
48	wher	e the lofts are included in the Engineer's Report and the Methodology.
49		Discussion ensued regarding the phases and timing of construction in Section 3, the
50	Capit	cal Improvement Plan (CIP), the Boundary Amendment and future development parcels.
51		Ms. Mackie stated the Petition for Extension of the CDD Boundaries was filed and is
52	curre	ently under review. The Reports include estimates for Phases V, VI and VII that can be
53	revis	ed in the future.
54		The Board and Staff discussed the Estimate of Probable Costs. It was noted that
55	addit	ional off-site TOHO costs and actual costs of signed contracts will be updated.
56		Ms. Mackie stated the line items can be adjusted as necessary, provided the aggregate
57	amo	unt provides adequate flexibility.
58		Ms. Cerbone noted that the highest level of debt has been established. The total cap or
59	bono	funds is approximately \$38 million; expenses above that amount would need to be paid
60	by th	e Developer.
61		Mr. Thorne took issue with what he believes are inconsistencies in the Estimate of
62	Prob	able Costs and asked for the costs to be as accurate as possible and for the actual costs to
63	be in	cluded when known.
64		If the Board can agree on the aggregate amount, Ms. Mackie recommended the Report
65	be a	oproved, subject to modification of the chart according to actuals, so long as the total cost
66	of \$3	8,853,454 is agreed upon. Once the maximum amount is set, the breakout can be adjusted
67	as ac	tual numbers are received.

acquire for value. The CDD will issue bonds and pay the Developer back but the Developer will

Ms. Mackie stated the Developer will complete infrastructure, which the CDD will

not pay for anything twice. The Developer will need to work with the District Engineer to identify where changes to the chart need to be made. She would like to attach the correct version of the Report, with today's date, as soon as possible. Staff is in control of when the bond validation hearing will be set. Going forward, the revised Engineer's Report will be included in the Assessment Resolution. Estimates should be as accurate as possible; when bonds are issued, a Supplemental Engineer's Report, including any acquired infrastructure, will be prepared to represent the assessments that will actually be levied and invoiced to homeowners and landowners within the CDD.

Mr. Thorne asked for Mr. Barrios to work with the Development Team to review the estimate of costs in advance of preparation of the Supplemental Engineer's Report.

There were no additional questions regarding the Report.

The following question was posed and answered:

Ms. Mackie: These are reasonable numbers, based on the information that was a moment in time, right? And the District has the ability to complete this project...

Mr. Thorne: These were reasonable numbers, based on an estimate six months ago. And I want to make it clear so that it is a public record that the Developer is assuming the responsibility of the cost of the difference.

Mr. Thorne noted the need to keep costs reasonable to homeowners and the County. He asked the Development Team to work with Mr. Barrios to update the table with actual numbers; the TOHO exterior portion can be an estimate, as actuals are not yet known.

D. Master Special Assessment Methodology Report (for informational purposes)

Ms. Cerbone presented the Master Special Assessment Methodology Report dated August 15, 2024, which was presented at the August meeting and references the District Engineer's Report. Areas currently within the CDD boundaries and the anticipated future expansion area are referenced.

The Board and Staff discussed expenses reimbursable from the bond costs of issuance, the bond validation and bond issuance process, estimated unit counts, assessment hearing processes, retail unit assessments and infrastructure contributions offsetting assessments.

Ms. Mackie stated the Master Special Assessment Methodology Report is forward-looking and will be updated again when the Boundary Amendment is complete, to account for

the Boundary Extension parcels. At that point, office parcels can be incorporated and costs can be updated.

The Board and Staff discussed capitalized interest, bond validation and bond issuance processes and timelines, bond interest and principal payments, amortization schedules, the CDD's ongoing fiduciary and management operations and the eventual CDD Board transition to property owners at the appropriate time.

Mr. de Nuñez asked if a bond issuance of approximately \$53 million, with \$38 million in actual costs, equates to a contingency of approximately 25%. Ms. Mackie replied affirmatively. Mr. de Nuñez voiced his opinion that, based on unit delivery and reimbursement dates, the total amounts of capitalized interest and debt service funds should be lower. Ms. Cerbone stated the high estimate allows for flexibility. Mr. de Nuñez voiced his opinion that the projected interest rates shown are likely to change over time. Mr. de Nuñez asked how Table 5A, the "Bond Assessment Apportionment – Phases I-IV", was developed. Ms. Mackie stated that Table 4 delineates the Equivalent Residential Units (ERUs).

- There were no additional questions regarding the Report.
- 115 The following questions were posed and answered:
- **Ms. Mackie:** In your professional opinion, do the lands subject to assessment receive a special benefit from the District's CIP?
- **Ms. Cerbone:** Yes.
- **Ms. Mackie:** Are those special assessments apportioned among the lands evenly and reasonably?
- **Ms. Cerbone:** Yes.
- Ms. Mackie: In your professional opinion, is it reasonable to assess those costs of the
 CIP against the lands in accordance with the methodology that has been presented to the
 Board?
- **Ms. Cerbone:** Yes.
- The Board had no further questions.
- Hear testimony from the affected property owners as to the propriety and advisability
 of making the improvements and funding them with special assessments on the
 property.
- No affected property owners or members of the public spoke.

	VISIO	ONS AT ORLANDO WEST CDD	DRAFT	October 17, 2024
131	•	Thereafter, the governing author	ority shall meet as a	n equalizing board to hear any and
132		all complaints as to the special	assessments on a ba	sis of justice and right.
133		The Board, sitting as the Equaliz	ing Board, had no qu	estions and made no changes.
134				
135 136		On MOTION by Mr. de Nuñez the Public Hearing was closed.	and seconded by M	r. Thorne, with all in favor,
137138139	E.	Consideration of Resolution 2	025-03, Authorizing	District Projects for Construction
140		and/or Acquisition of Infrastruc	ture Improvements;	Equalizing, Approving, Confirming,
141		and Levying Special Assessmen	its on Property Spec	ially Benefited by Such Projects to
142		Pay the Cost Thereof; Providing	ng for the Payment	and the Collection of Such Special
143		Assessments by the Methods	Provided for by Ch	apters 170, 190, And 197, Florida
144		Statutes; Confirming the Dist	rict's Intention to	Issue Special Assessment Bonds;
145		Making Provisions for Transfer	s of Real Property t	o Governmental Bodies; Providing
146		for the Recording of an Assessn	nent Notice; Providi	ng for Severability, Conflicts and an
147		Effective Date		
148		Ms. Cerbone presented Resolu	tion 2025-03 and re	ad the title. She noted that, while
149	there	was extensive discussion of the E	ngineer's Report, no	changes were made today.
150				
151 152 153 154 155		On MOTION by Mr. Thorne a Resolution 2025-03, Authorizi Acquisition of Infrastructure Im and Levying Special Assessme Projects to Pay the Cost Thereo	ing District Project provements; Equaliz ents on Property S _I	s for Construction and/or ring, Approving, Confirming, pecially Benefited by Such

Resolution 2025-03, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190, And 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

SECOND ORDER OF BUSINESS

Consent Agenda

- Ms. Sanchez presented the following:
- A. Acceptance of Unaudited Financial Statements as August 31, 2024
- 167 B. Approval of August 15, 2024 Public Hearings and Regular Meeting Minutes

	_	d seconded by Mr. Thorne, with all in favor, pproved and/or ratified and/or accepted.
	<u> </u>	pprotes and, or ratines and, or acceptes.
THII	RD ORDER OF BUSINESS	Public Comments
	No members of the public spoke.	
FOL	JRTH ORDER OF BUSINESS	Administration of Oath of Office to F Otero [Seat 3] (the following will also provided in a separate package)
	Ms. Sanchez stated the Oath o	of Office was administered to Mr. Otero, wh
part	cicipating by telephone, prior to today'	s meeting.
FIFT	TH ORDER OF BUSINESS	Acceptance of Resignation of Cli Fischer [Seat 2]
	Ms. Sanchez presented Mr. Clifton	Fischer's resignation.
	On MOTION by Mr. de Nuñez an the resignation of Mr. Clifton Fisch	d seconded by Mr. Thorne, with all in favor,
	the resignation of wir. Cirton Fisci	ner from Seat 2, was accepted.
SIXT	TH ORDER OF BUSINESS	Consider Appointment of Jake Essma Fill Unexpired Term of Seat 2; Term Exponents November 2028
	Mr. de Nuñez nominated Mr. Jak	e Essman to fill Seat 2. No other nominations v
mac	de.	
	On MOTION by Mr. de Nuñez and appointment of Mr. Jake Essman t	d seconded by Ms. Ruiz, with all in favor, the to fill Seat 2, was approved.
	Administration of Oath of Office	

DRAFT

205	Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the					
206	Oath of Office to Mr. Jake Essman. As an experienced CDD Board Member, Mr. Essman i					
207	familiar with the items listed in the Fourth Order of Business.					
208	Ms. Cerbone stated that she checked on the Florida Commission on Ethics website an					
209	she thanked Board Members for filing Form 1.					
210	Ms. Sanchez reminded the Supervisors about the requirement to complete four hours o					
211	ethics training by December 31, 2024. She will email the information to the Board, which has a					
212	link to online courses. Completion of the tra	link to online courses. Completion of the training will be reported when filing Form 1 in 2025.				
213						
214 215 216 217	SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date				
218	Ms. Sanchez presented Resolution 2					
219	Robert Thorne	Chair				
220	Josefina Ruiz	Vice Chair				
221	Fernando de Nuñez	Assistant Secretary				
222	Riley Otero	Assistant Secretary				
223	Jacob Essman	Assistant Secretary				
224	No other nominations were made.	No other nominations were made.				
225	This Resolution removes the followi	ng from the Board:				
226	Andrew Cuevas	Assistant Secretary				
227	Clifton Fischer	Assistant Secretary				
228	The following prior appointments by	y the Board remain unaffected by this Resolution:				
229	Craig Wrathell	Secretary				
230	Jamie Sanchez	Assistant Secretary				
231	Cindy Cerbone	Assistant Secretary				
232	Craig Wrathell	Treasurer				
233	Jeff Pinder	Assistant Treasurer				
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235 236 237		seconded by Ms. Ruiz, with all in favor, nominated, and Removing Officers of the ve Date, was adopted.				

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EIGHTH ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing Severability; Providing for Conflict and **Providing for an Effective Date**

Affidavit/Proof of Publication

The affidavit of publication was provided for informational purposes.

On MOTION by Mr. Essman and seconded by Ms. Ruiz, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Essman and seconded by Ms. Ruiz, with all in favor, the Public Hearing was closed.

Consideration of Resolution 2025-02, Expressing its Intent to Utilize the Uniform В. Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Ms. Sanchez presented Resolution 2025-02 and read the title. This Resolution is related to the CDD's intent to utilize the Uniform Method of levying and collecting special assessments using the services of the Property Appraiser and Tax Collector.

276 On MOTION by Mr. Thorne and seconded by Mr. Essman, with all in favor, 277 Resolution 2025-02, Expressing its Intent to Utilize the Uniform Method of 278 Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be 279 Levied by the District in Accordance with Section 197.3632, Florida Statutes; 280 Providing a Severability Clause; and Providing an Effective Date, was adopted. 281 282 283 Ms. Cerbone noted that another Uniform Method public hearing will be necessary once 284 the Boundary Amendment is completed. Ms. Mackie stated that, given the bond issuance

timeline, Staff can try to schedule the meeting in conjunction with the budget meetings to

reduce the number of meetings.

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NINTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public **Improvements**

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- Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.
- 297 Thereafter, the governing authority shall meet as an equalizing board to hear any and 298 all complaints as to the special assessments on a basis of justice and right.
- 299 Α. Affidavit/Proof of Publication
- 300 В. Mailed Notice to Property Owner(s)
- 301 C. **Engineer's Report (for informational purposes)**
- 302 Master Special Assessment Methodology Report (for informational purposes) D.
- 303 Ε. Consideration of Resolution 2025-03 Authorizing District Projects for Construction 304 and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, 305 and Levying Special Assessments on Property Specially Benefited by Such Projects to 306 Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special 307 Assessments by the Methods Provided for by Chapters 170, 190, And 197, Florida 308 Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; 309 Making Provisions for Transfers of Real Property to Governmental Bodies; Providing

310		for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an		
311		Effective Date		
312		This Order of Business was presented following the First Order of Business.		
313				
314 315 316 317 318	TENT	TH ORDER OF BUSINESS	Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes	
319	Α.	Affidavits of Publication		
320 321		These items were included for infor	mational purposes.	
322 323		On MOTION by Mr. Thorne and s Public Hearing was opened.	seconded by Ms. Ruiz, with all in favor, the	
324 325 326 327 328		No members of the public spoke.		
329 330		On MOTION by Mr. Thorne and se closed.	econded by Ms. Ruiz, the Public Hearing was	
331 332				
333	В.	Consideration of Resolution 202	25-04, Adopting Rules of Procedure; Providing a	
334		Severability Clause; and Providing an Effective Date		
335		Ms. Sanchez presented Resolution 2025-04.		
336				
337 338 339		_	I seconded by Ms. Ruiz, with all in favor, ules of Procedure; Providing a Severability Date, was adopted.	
340 341				
341 342 343	ELEV	ENTH ORDER OF BUSINESS	Staff Reports	
344	A.	District Counsel: Kutak Rock LLP		
345		Ms. Mackie stated that Staff filed	for the bond validation on October 1, 2024 and a	
346	resno	onse was received: Staff will work wi	ith the Chair to schedule the hearing which will he	

No members of the public spoke.

368369

370371

372

367

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. de Nuñez and seconded by Mr. Thorne, with all in favor, the meeting adjourned at 12:46 p.m.

373374

375 376

377 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

378			
379			
380			
381			
382			
383	Secretary/Assistant Secretary	Chair/Vice Chair	

DRAFT

VISIONS AT ORLANDO WEST CDD

October 17, 2024

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 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 heretofore prepared and submitted to the Board of Supervisors ("Board") of the Visions at Orlando West Community Development District ("District") prior to June 15, 2025, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); 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 VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 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 as follows:

DATE:		
HOUR:	11:00 AM	

LOCATION: 4797 W. Irlo Bronson Highway, Suite F

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 at least 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 days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 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 15TH DAY OF MAY, 2025.

ATTEST:	VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors	

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

		Fiscal Ye	ear 2025		
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2026
REVENUES					
Landowner contribution	\$ 109,082	\$ 16,166	\$ 82,787	\$ 98,953	\$114,173
Total revenues	109,082	16,166	82,787	98,953	114,173
EXPENDITURES					
Professional & administrative					
Supervisors	1,292	1,292	3,225	4,517	5,383
•	48,000	10,000	24,000	34,000	48,000
Management/accounting/recording**	•	•	•	•	•
Legal	25,000	5,536	19,464	25,000	25,000
Engineering Audit	5,000	-	5,000 5,000	5,000 5,000	5,000
	5,000 750	-	5,000	5,000	5,000 500
Arbitrage rebate calculation*	1,000	-	250	250	1,000
Dissemination agent* Trustee*	6,500	-	230	250	6,500
EMMA software service*	1,500	-	-	-	1,500
Telephone	200	83	- 117	200	200
Postage	500	33	467	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	180	6,320	6,500	6,500
-	175	175	0,320	175	175
Annual special district fee			-		
Insurance	5,500 750	5,250 570	- 171	5,250	6,000
Contingencies/bank charges		579	171	750 705	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210		210	210	210
Total expenditures	109,082	23,336	65,221	88,557	114,173
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(7,170)	17,566	10,396	-
Fund balance - beginning (unaudited)	-	(10,396)	(17,566)	(10,396)	-
Fund balance - ending (projected)					
Unassigned		(17,566)			
Fund balance - ending	\$ -	\$ (17,566)	\$ -	\$ -	\$ -

^{*}These items will be realized when bonds are issued.

^{**}WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Supervisors \$ 5,383 Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. Management/accounting/recording** 48,000 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. Legal 25,000 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. Engineering 5,000
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finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.
·
Engineering 5,000
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.
Audit 5,000
Statutorily required for the District to undertake an independent examination of its books,
records and accounting procedures.
Arbitrage rebate calculation* 500
To ensure the District's compliance with all tax regulations, annual computations are
necessary to calculate the arbitrage rebate liability.
Dissemination agent* 1,000 The District must appually disseminate financial information in order to comply with the
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt
& Associates serves as dissemination agent.
EMMA software service* 1,500
Trustee* 6,500
Telephone 200
Postage 500
Telephone and fax machine.
Printing & binding 500
Mailing of agenda packages, overnight deliveries, correspondence, etc.
Legal advertising 6,500
Letterhead, envelopes, copies, agenda packages
Annual special district fee 175
The District advertises for monthly meetings, special meetings, public hearings, public
bids, etc.
Insurance 6,000
Annual fee paid to the Florida Department of Economic Opportunity.
Contingencies/bank charges 1,500
Bank charges and other miscellaneous expenses incurred during the year and automated
AP routing etc.
Website hosting & maintenance 705
Website ADA compliance 210
Total expenditures \$114,173
*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

2

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Visions at Orlando West Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; 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.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

- 1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 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.
- 2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair. Board of Supervisors

EXHIBIT "A"

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

4797 W. Irlo Bronson Memorial Highway, Suite F, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	11:00 AM
		44.00.000
November 20, 2025	Regular Meeting	11:00 AM
December 18, 2025	Regular Meeting	11:00 AM
January 15, 2026	Regular Meeting	11:00 AM
February 19, 2026	Regular Meeting	11:00 AM
March 19, 2026	Regular Meeting	11:00 AM
April 16, 2026	Regular Meeting	11:00 AM
May 21, 2026	Regular Meeting	11:00 AM
June 18, 2026	Regular Meeting	11:00 AM
July 16, 2026	Regular Meeting	111:00 AM
August 20, 2026	Regular Meeting	11:00 AM
September 17, 2026	Regular Meeting	11:00 AM

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Visions at Orlando West Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

- 1. **RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:	VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors	

<u>Exhibit A</u> Statewide Mutual Aid Agreement





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance:
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY SHERIFF'S OFFICE, STATE OF FL	ORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
COUNTY OR CITY FIRE DEPARTMENT/DIS	TRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Approved as to Form.
	By:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF
	STATE COLLEGE, COMMUNITY COLLEGE, or STATE OF FLORIDA
	BOARD OF TRUSTEES OF
	UNIVERISTY, STATE OF FLORIDA
By:	Ву:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SPECIAL DISTRICT, STATE OF FLORIDA
Ву:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF_ AUTHORITY,
	STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA By:
Council Clerk	Chairman Date:
	Approved as to Form:
	By: Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

Date:
ATE OF FLORIDA
Ву:
Title:
05/15/2025 Date:
Approved as to Form:
By: Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and
NOW, THEREFORE, be it resolved by
that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
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maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by on
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

imbursement process re	equirements.	
	_	

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District pursuant to the provisions of Chapter 190, Florida Statutes, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes; and

WHEREAS, the District previously adopted, after notice and public hearing, Resolution 2025-02, relating to the use of the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method") on properties within phases 1-4 of the development plan of the District; and

WHEREAS, the District desires to use the Uniform Method on properties within phases 5-7 of the development plan of the District ("Expansion Area").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

Section 1.	A Public	Hearing wil	l be	held	to	adopt	the	Uniform	Method	for	the
Expansion Area on:											

DATE: ______, 2025

TIME: 11:00 AM

LOCATION: 4797 W. Irlo Bronson Memorial Highway

Suite F

Kissimmee, Florida 34746

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

 $\textbf{Passed and adopted this } 15^{th} \ day \ of \ May, \ 2025.$

ATTEST:	VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Visions at Orlando West Community Development District (the "District") previously adopted, after notice and public hearing, Resolution 2025-03, relating to the imposition, levy, collection, and enforcement of special assessments on benefitted properties within Phases 1-4 of the development plan of the District pursuant to that certain *Master Special Assessment Methodology Report*, dated August 15, 2024; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements within Phases 5-7 of the development plan of the District (the "Expansion Area Improvements") described in the District's Engineer's Report, dated August 2024, attached hereto as Exhibit A and incorporated herein by reference ("Capital Improvement Plan"); and

WHEREAS, the lands within Phases 5-7 of the District benefit from the Capital Improvement Plan; and

WHEREAS, it is in the best interest of the District to pay the cost of the Expansion Area Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the "Expansion Area Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Expansion Area Improvements and to impose, levy and collect the Expansion Area Assessments; and

WHEREAS, the District hereby determines that, with respect to Phases 5-7 of the development plan of the District, benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated August 15, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Expansion Area Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

- 1. Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2.** Expansion Area Assessments shall be levied to defray a portion of the cost of the Expansion Area Improvements.
- 3. The nature and general location of, and plans and specifications for, the Expansion Area Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
- **4.** The total estimated cost of the Expansion Area Improvements is \$9,730,292 (the "Estimated Cost").
- **5.** The Expansion Area Assessments will defray approximately \$17,344,065.87, which amounts include the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.
- **6.** The manner in which the Expansion Area Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
- 7. The Expansion Area Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Expansion Area Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
- **8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Expansion Area

Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

- 9. Commencing with the year in which the Expansion Area Assessments are levied and confirmed, the Expansion Area Assessments shall be paid in not more than (30) thirty annual installments. The Expansion Area Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Expansion Area Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Expansion Area Assessments may be collected as is otherwise permitted by law.
- 10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
- 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Expansion Area Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.
- 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.
- **13.** This Resolution shall become effective upon its passage.

[Continued to next page]

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:		VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
Secretary/A	ssistant Secretary	Chair/Vice Chair, Board of Supervisors
Exhibit A: Exhibit B:	Engineer's Report, dated A Master Special Assessmen	August 2024 t Methodology Report, dated August 15, 2024

Exhibit A: Engineer's Report, dated August 2024

ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

STEPHENS BARRIOS ENGINEERING 7575 Dr. Phillips Blvd. Suite 260 Orlando, Florida 32819

August 2024

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP") and estimated costs of the CIP for the Visions at Orlando West Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District is within Osceola County and is generally located north of Osceola Polk Line Rd., west of Sullivan Rd., and southeast and west of Forehand Rd. The District consists of 36.5 acres, more or less. However, the boundaries of the District are expected to be expanded to include an additional 15 acres, more or less ("Future Expansion Parcels") through a boundary amendment petition to be presented for approval to the Osceola County Board of County Commissioners. Following the anticipated expansion, the total acreage of the District will be approximately 51.5 acres, more or less.

3. THE DEVELOPMENT

The District is located within a development project referred to as Visions Resort & Spa ("**Development**") which is being developed by Visions at Orlando West, LLC ("**Developer**"). The Development is expected to be developed in seven (7) phases. Phases I-IV of the Development are located within the current boundaries of the District, and phases V-VII of the Development are located within the Future Expansion Parcels. See **Exhibit A** for a Project Overview of the Development.

Below is an estimated timeline of construction for each phase based on current plans and market conditions which are subject to change.

Phase	Construction Beginning / Completion Date Estimates
Phases I and II	November 2024 – November 2025
Phase III	May 2025 – September 2025
Phase IV	November 2025 – January 2028
Phase V	January 2025 – October 2026
Phase VI	May 2027 – October 2028
Phase VII	May 2027 – October 2028

The Development is planned for 968 residential units, approximately 83,617 square feet of commercial/retail space anticipated to be developed as part of phases IV and VI of the Development, and approximately 1.50 acres intended to be developed as a water park as part of phase VII of the Development.

The following chart shows the planned product types by phase for the Development:

[Remainder of Page Intentionally Blank]

Planned Units*

Phases	Townhomes	Single Family	Condo-Hotel	Lots Over Retail	Retail Space sq ft.	TOTAL UNITS
I	63					63
II	69	48				117
III			181			181
IV				330	62,081.00	330
Subtotal	132	48	181	330	62,081.00	691
			Future Expa	nsion Parcels		
V	105					105
VI			172		21,536.00	172
VII						0**
Subtotal	105	0	172	0	21,536.00	277
TOTAL	237	48	353	330	83,617.00	968

^{*} Based on current plans and market conditions which are subject to change.

4. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the Development. The public infrastructure for the CIP is described below. Moreover, the Developer has entered into that certain *Petitioner's Agreement Concerning the Visions at Orlando West Community Development District* dated August 9, 2023, with the County acknowledging the delivery of certain "enhanced" improvements, some of which are included in the CIP ("**Petitioner's Agreement**").

Onsite and Offsite Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads have been designed in accordance with County standards.

All internal roadways are intended to be financed by the District and transferred to the County for ownership and maintenance. Sidewalks located within the District will be owned and maintained by the District.

Offsite improvements include a deceleration lane at Osceola Polk Line Rd. and improvements to Forehand Road. All offsite roadway improvements will be turned over to the County for ownership and maintenance.

NOTE: In the event that impact fee credits are generated from any roadway improvements funded by the District, any such credits, if any, will belong to the District and may be the subject of a separate agreement between the Developer and the District.

Stormwater Management System:

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipes, control structures and dry retention and wet detention areas designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the applicable Water Management District and the County for stormwater/floodplain management systems.

^{**} Phase VII consists of an approximate 1.5-acre parcel intended to be developed as a water park.

The District will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of any grading of lots, or the costs of transporting any fill to private lots.

Onsite and Offsite Water and Wastewater Utilities:

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection, as well as offsite water line extensions.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations, and offsite sewer line extensions.

The onsite and off-site water and wastewater improvements for all phases included in the CIP will be constructed and/or acquired by the District and then dedicated to the Toho Water Authority for operation and maintenance.

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and public rights-of-way. The County has distinct design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community consistent with the Petitioner's Agreement.

All such landscaping, irrigation and hardscaping within District common areas and public rights-of-way will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, would not be financed by the District and instead would be privately installed and maintained.

<u>Streetlights / Undergrounding of Electrical Utility Lines</u>

The District intends to lease streetlights through an agreement with a local utility provider and will fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The CIP may however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

As part of the overall development, the District may construct, own and operate a clubhouse and other amenity facilities. The CIP currently includes costs associated with amenity facility construction. However, the Developer may, alternatively, elect to finance all or a portion of such construction and turn over the facilities to a homeowner's association for private ownership, operation and maintenance. In such an event, the District would be limited to financing only the amenity facilities to be owned by the District, if any.

Environmental Conservation

The District will provide onsite conservation areas associated with the construction of the development. The District will be responsible for the maintenance of the buffer areas.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

5. PERMITTING/CONSTRUCTION COMMENCEMENT

Except as noted below, all necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

- Osceola County Preliminary Subdivision Plan (PSP)- Approved
- Osceola County Site Development Permit (SDP) Phase I and II Approved
- Osceola County Site Development Permit (SDP) Phase III and IV In Design
- Osceola County Site Development Permit (SDP) Phase V In Design
- South Florida Water Management District- Environmental Resource Permits Approved for Phases I-IV
- Florida Department of Environmental Protection- Wastewater Collection/Transmission System-(Not Yet Submitted)
- Florida Department of Environmental Protection -Potable Water (Not Yet Submitted)
- Florida Department of Environmental Protection NPDES Notice of Intent Approved

6. OPINION OF PROBABLE CONSTRUCTION COSTS / O&M RESPONSIBILITIES

The table shown in **Exhibit B** presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth herein are reasonable and consistent with market pricing based upon provided estimated development costs.

7. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would
 prevent the implementation of the CIP, and it is reasonable to assume that all necessary
 regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at

least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, special and peculiar, to all lands within the District, including the Future Expansion Parcels. The general public, property owners outside the District, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District and the Future Expansion Parcels. Special and peculiar benefits accrue to property within the District, including the Future Expansion Parcels, and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the CIP as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Carlos A. Barrios, PE FL Reg. 61415

EXHIBIT A- PROJECT OVERVIEW MAP EXHIBIT B - COST CHART

EXHIBIT A

[Project Overview Map]

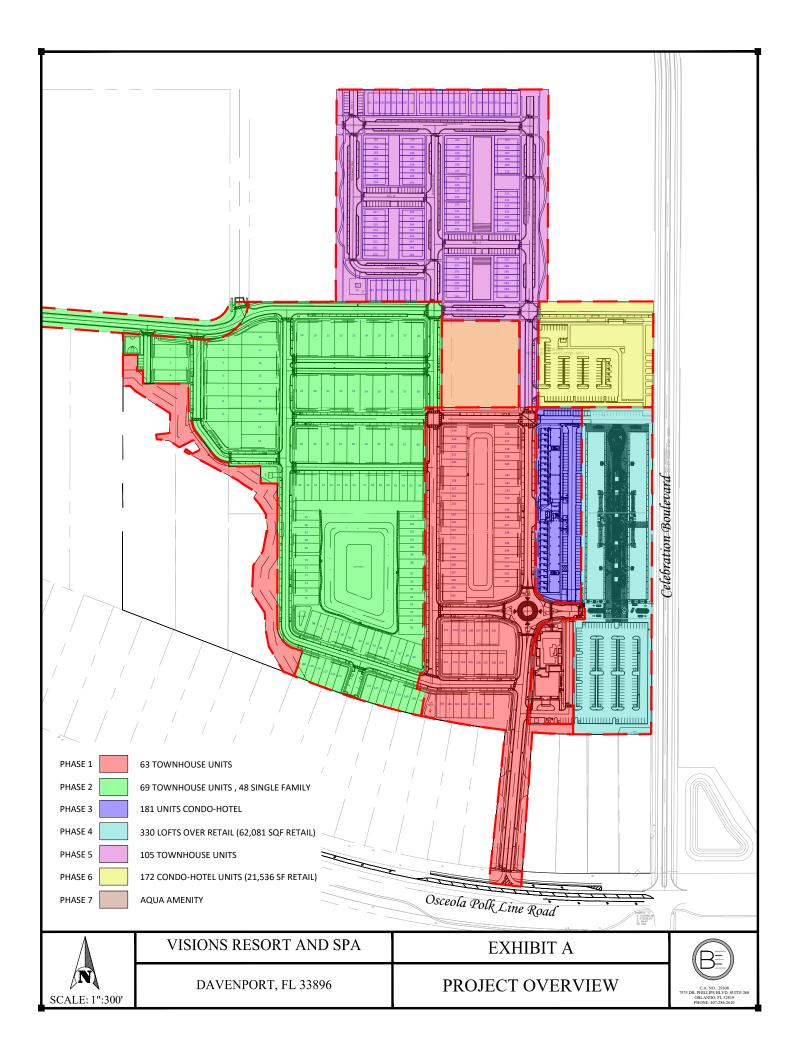


EXHIBIT B

Ownership and Maintenance Entities for CIP							
Improvement	Financing Entity	Ownership and Maintenance Entity					
Onsite Roads	CDD	County					
Onsite Sidewalks (non-lot	CDD	CDD					
fronting) and Brick Pavers							
Offsite Roads	CDD	County					
Stormwater Management	CDD	CDD					
System							
Onsite Utilities	CDD	TOHO Water Authority					
Offsite Utilities	CDD	TOHO Water Authority					
Landscape, Hardscape, &	CDD	CDD					
Irrigation							
Amenities (including putting	CDD*	CDD*					
green, half basketball court,							
resort-style pool, clubhouse							
with bathrooms/kitchen,							
exercise area)							

^{*} Alternatively, the developer may privately fund the amenity improvements and, in that event, the private amenities will be privately owned and maintained and not included in the District's CIP.

Estimate of Probable Costs for CIP								
Improvement	Phases I-IV	Phases V-VII (Future Expansion Parcels)	Total Costs*					
Onsite Roads	\$2,954,900	\$707,294	\$3,662,194					
Offsite Roads	\$614,000		\$614,000					
Stormwater Management System	\$5,481,900	\$2,161,984	\$7,643,884					
Onsite Utilities - Water System	\$730,000	\$298,702	\$1,028,702					
Onsite Utilities - Wastewater System	\$945,000	\$681,847	\$1,626,847					
Onsite Utilities - Sanitary Lift Station	\$550,000	\$550,000	\$1,100,000					
Offsite Water Main Extension	\$2,169,500		\$2,169,500					
Offsite Sanitary Sewer Extension	\$1,646,000		\$1,646,000					
Offsite Re-Use Line Extension	\$1,052,000		\$1,052,000					
Landscape, Hardscape, & Irrigation/Reuse	\$1,135,610	\$1,022,432	\$2,158,042					
Amenities	\$7,920,153	\$3,000,000	\$10,920,153					
SUBTOTAL	\$25,199,063	\$8,422,259	\$33,621,322					
Professional Services	\$1,275,000	\$425,000	\$1,700,000					
Contingency	\$2,649,099	\$883,033	\$3,532,132					
TOTAL	\$29,123,162	\$9,730,292	\$38,853,454					

^{*}As noted in the Report, because all of the improvements in the CIP are master improvements that benefit all of the land in the District, all costs of such improvements are allocated among the various phases on a pro-rata basis using planned units.

Exhibit B: Master Special Assessment Methodology Report, dated August 15, 2024

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

August 15, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, FL 33431 Phone: 561-571-0010

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Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Visions at Orlando West Community Development District (the "District"), located entirely within Osceola County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Stephens Barrios Engineering (the "District Engineer") and dated August 2024 (the "Engineer's Report"), which improvements set forth therein make up the CIP, as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP. Please note that the Engineer's Report describes the CIP which would be required for the District after the projected expansion of its boundaries from the current approximately 36.5 +/- acres to the anticipated total of approximately 51.5 +/- acres.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the

special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Visions Resort and Spa development, a master planned mixed use development located entirely within Osceola County, Florida (the "Development"). The land within the District currently consists of approximately 36.5 +/- acres, while a future expansion would account for an additional 15 +/- acres (the "Future Expansion Parcels"), for a total of 51.5 +/- acres, and is generally located north of Osceola Polk Line Rd., west of Sullivan Rd., and southeast of Forehand Rd.

2.2 The Development Program

The Development is anticipated to be developed by Visions at Orlando West, LLC, or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 691 residential units and 62,081 square feet of retail space within the current

boundaries of the District as well as 277 residential units and 21,536 square feet of retail space within the Future Expansion Parcels for a total of 968 residential units and 83,617 square feet of retail space to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the Development. Please note that Phase VII which is within the Future Expansion Parcels, is anticipated to contain a 1.5-acre parcel which is intended to be developed as a water park.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of onsite road, offsite road, stormwater management system, onsite utilities – water system, onsite utilities – wastewater system, onsite utilities – sanitary lift station, offsite water main extension, offsite sanitary sewer extension, offsite re-use line extension, landscape, hardscape, & irrigation/ reuse, and amenities, along with contingency and professional costs which cumulatively are estimated by the District Engineer at \$38,853,454, including the costs of public infrastructure improvements necessary for the development of the Future Expansion Parcels.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$53,485,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$53,485,000 to finance approximately \$38,853,454 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to incur indebtedness in the total amount of approximately \$53,485,000. The difference is comprised of funding a debt service reserve, capitalized interest, underwriter's discount

and costs of issuance. Preliminary sources and uses of funding and assumptions for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan anticipates the development of 691 residential units and 62,081 square feet of retail space within the current boundaries of the District as well as 277 residential units and 21,536 square feet of retail space within the Future Expansion Parcels for a total of 968 residential units and 83,617 square feet of retail space to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement or debt allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. Additionally, the value of the product types with greater density and greater intensity of use of infrastructure is likely to appreciate by more in terms of dollars

than that of the product types with lesser density and lesser intensity of use of infrastructure as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments (hereinafter defined) thereon), or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Tables 5A, 5B, and 5C also present the annual levels of the projected annual Bond Assessments per unit.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 36.5 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$36,140,934.13 (the proportion of the total par amount of bonds attributable to Phases I-IV will be preliminarily levied on approximately 36.5 +/- gross acres at a rate of \$990,162.58 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Tables 5A, 5B, and 5C in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.
- b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in its sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e)

documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable True-Up Agreement, if any, and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$53,485,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Visions at Orlando West

Community Development District

Development Plan

Unit Type	Phases I-IV	Phases I-IV (sq ft.)	Phases V-VII (Future Expansion Parcels)*	Phases V-VII (Future Expansion Parcels) (sq ft.)	Total Number of Units	Total Number of sq ft.
Townhome	132	-	105	-	237	-
Single Family	48	-	-	-	48	-
Condo-Hotel	181	-	172	-	353	-
Lofts	330	-	-	-	330	-
Retail Space (sq ft.)	-	62,081	-	21,536		83,617
Total	691	62,081	277	21,536	968	83,617

^{*} Please note that Phase VII consits of an approximate 1.5-acre parcel intended to be developed as a water park.

Table 2

Visions at Orlando West

Community Development District

Capital Improvement Plan

Improvement	Phases I-IV	ses V-VII (Future pansion Parcels)	То	tal CIP Costs
Onsite Roads	\$ 2,954,900	\$ 707,294	\$	3,662,194
Offsite Roads	\$ 614,000		\$	614,000
Stormwater Management System	\$ 5,481,900	\$ 2,161,984	\$	7,643,884
Onsite Utilities - Water System	\$ 730,000	\$ 298,702	\$	1,028,702
Onsite Utilities - Wastewater System	\$ 945,000	\$ 681,847	\$	1,626,847
Onsite Utilities - Sanitary Lift Station	\$ 550,000	\$ 550,000	\$	1,100,000
Offsite Water Main Extension	\$ 2,169,500		\$	2,169,500
Offsite Sanitary Sewer Extension	\$ 1,646,000		\$	1,646,000
Offsite Re-Use Line Extension	\$ 1,052,000		\$	1,052,000
Landscape, Hardcape, & Irrigation/ Reuse	\$ 1,135,610	\$ 1,022,432	\$	2,158,042
Amenities	\$ 7,920,153	\$ 3,000,000	\$	10,920,153
Professional Services	\$ 1,275,000	\$ 425,000	\$	1,700,000
Contingency (10%)	\$ 2,649,099	\$ 883,033	\$	3,532,132
Total	\$ 29,123,162	\$ 9,730,292	\$	38,853,454

Table 3

Visions at Orlando West

Community Development District

Preliminary Sources and Uses of Funds

Sources Bond Proceeds:

Par Amount \$53,485,000.00 Total Sources \$53,485,000.00

Uses

Project Fund Deposits:

Project Fund \$38,853,454.20

Other Fund Deposits:

Debt Service Reserve Fund \$4,750,935.27 Capitalized Interest Fund \$8,557,600.00

Delivery Date Expenses: Costs of Issuance

\$1,319,700.00 Rounding \$3,310.53

\$53,485,000.00 Total Uses

Financing Assumptions

Coupon Rate: 8% CAPI Length: 24 Months Number of Principal Repayments: 30

Underwriter's Discount: 2% Cost of Issuance: \$250,000

Table 4

Visions at Orlando West

Community Development District

Benefit Allocation - Phases I-IV

Unit Type	Total Number of Units	Total Number of sq ft.	ERU*	Total ERU	Percent of Total
Townhome	132	-	1.00	132.00	14.87%
Single Family	48	_	1.20	57.60	6.49%
Condo-Hotel	181	-	1.00	181.00	20.40%
Lofts	330	-	0.60	198.00	22.31%
Retail Space (sq ft.)	-	62,081	0.50	31.04	3.50%
Total	691	62,081		599.64	67.57%

^{*} ERU per 1,000 sq ft. for Retail Space

Benefit Allocation - Phases V-VII (Future Expansion Parcel)

Unit Type	Total Number of Units	Total Number of sq ft.	ERU*	Total ERU	Percent of Total
Townhome	105	-	1.00	105.00	11.83%
Single Family	=	-	1.20	-	
Condo-Hotel	172	-	1.00	172.00	19.38%
Lofts	-	-	0.60	-	
Retail Space (sq ft.)	-	21,536	0.50	10.77	1.21%
Total	277	21,536		287.77	32.43%

^{*} ERU per 1,000 sq ft. for Retail Space

Benefit Allocation - Total

Unit Type	Total Number of Units	Total Number of sq ft.	ERU*	Total ERU	Percent of Total
Townhome	237	-	1.00	237.00	26.71%
Single Family	48	-	1.20	57.60	6.49%
Condo-Hotel	353	-	1.00	353.00	39.78%
Lofts	330	-	0.60	198.00	22.31%
Retail Space (sq ft.)	-	83,617	0.50	41.81	4.71%
Total	968	83,617		887.41	100.00%

^{*} ERU per 1,000 sq ft. for Retail Space

Visions at Orlando West

Community Development District

Bond Assessment Apportionment - Phases I-IV

Unit Type	Total Number of Units	Total Number of sq ft.	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit**
Townhome	132	-	\$5,779,363.09	\$7,955,772.34	\$60,271.00	\$5,756.69
Single Family	48	-	\$2,521,903.89	\$3,471,609.75	\$72,325.20	\$6,908.02
Condo-Hotel	181	-	\$7,924,732.72	\$10,909,051.47	\$60,271.00	\$5,756.69
Lofts	330	-	\$8,669,044.63	\$11,933,658.51	\$36,162.60	\$3,454.01
Retail Space (sq ft.)	-	62,081	\$1,359,047.88	\$1,870,842.06	\$30.14	\$2.88
Total	691	62,081	\$26,254,092.21	\$36,140,934.13		

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 5B

Visions at Orlando West

Community Development District

Bond Assessment Apportionment - Phases V-VII (Future Expansion Parcel)

Unit Type	Total Number of Units	Total Number of sq ft.	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit**
Townhome	105	-	\$4,597,220.64	\$6,328,455.27	\$60,271.00	\$5,756.69
Single Family	-	-	-	-	-	-
Condo-Hotel	172	-	\$7,530,685.23	\$10,366,612.45	\$60,271.00	\$5,756.69
Lofts	-	-	-	-	-	-
Retail Space (sq ft.)	-	21,536	\$471,455.92	\$648,998.16	\$30.14	\$2.88
Total	277	21.536	\$12,599,361,79	\$17.344.065.87		

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 5C

Visions at Orlando West

Community Development District

Bond Assessment Apportionment - Total

Unit Type	Total Number of Units	Total Number of sq ft.	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit**
Townhome	237	-	\$10,376,583.72	\$14,284,227.61	\$60,271.00	\$5,756.69
Single Family	48	-	\$2,521,903.89	\$3,471,609.75	\$72,325.20	\$6,908.02
Condo-Hotel	353	-	\$15,455,417.95	\$21,275,663.91	\$60,271.00	\$5,756.69
Lofts	330	-	\$8,669,044.63	\$11,933,658.51	\$36,162.60	\$3,454.01
Retail Space (sq ft.)	-	83,617	\$1,830,503.80	\$2,519,840.21	\$30.14	\$2.88
Total	968	83,617	\$38,853,454.00	\$53,485,000.00		•

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

^{**} Includes costs of collection estimated at 3% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

^{**} Includes costs of collection estimated at 3% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

^{**} Includes costs of collection estimated at 3% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

Exhibit "A"

Bond Assessments in the amount of \$53,485,000 are proposed to be levied over the area as described below designating the boundary of the District:

EXHIBIT A LEGAL DESCRIPTION OF DISTRICT'S BOUNDARIES

OVERALL PARCEL DESCRIPTION

PARCEL 1

LOT 33, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2

FROM THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF LOT 1, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 362.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; RUN THENCE 89 DEGREES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 197.03 FEET, TO THE POINT OF CURVE OF A 2,429.93 RADIUS CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE 465.42 FEET; RUN THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT , 318.35 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE WEST 30.0 FEET, THEREOF, ALL LYING AND BEING ON TRACT D, LOT 1, ALEMAN ACRES IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'40" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 36'40" WEST A DISTANCE OF 603.88 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FOREHAND ROAD; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 02'05", A CHORD WHICH BEARS SOUTH 32 DEGREES 04'37" WEST, A CHORD DISTANCE OF 118.11 FEET, AN ARC DISTANCE OF 122.60 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2 OF BLOCK B; THENCE DEPARTING SAID CURVE, RUN SOUTH 00 DEGREES 15'50" EAST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED LOT 1, A DISTANCE OF 230.43 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'40" EAST A DISTANCE OF 665.84 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 03'05" WEST A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

FROM A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN SOUTH 330 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 330 FEET; THENCE WEST 660.87 FEET; THENCE NORTH 330 FEET; THENCE EAST 662.18 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THE SOUTH 330 FEET OF THE NORTH 660.0 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 6

FROM A POINT 660.0 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 1, 660.0 FEET, TO THE POINT OF BEGINNING; CONTINUE SOUTH 648.35 FEET TO THE SOUTH LINE OF SAID LOT 1; RUN THENCE NORTHWESTERLY ON 2429.93 FEET RADIUS CURVE TO THE RIGHT 396.67 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 69°21' WEST 298.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 418.31 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.87 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

LOTS 2 AND 3, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S 89*55'44" W ALONG SAID NORTH LINE A DISTANCE OF 660.12 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89*55'44" W ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 604.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FOREHAND ROAD, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING OF \$ 49"49"24" W AND A CHORD DISTANCE OF 182.50 FEET: THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89*09'56", A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N 85"25'38" W, A DISTANCE OF 254.37 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK B, ALEMAN ACRES AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE LEAVING SAID RIGHT OF WAY LINE, AND ALONG THE WEST LINE OF SAID LOT 3, RUN S 00°06'37" W, A DISTANCE OF 864.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE RUN S 69°00'05" E, ALONG THE SOUTHERLY LINE OF LOTS 3, 2 AND 1, A DISTANCE OF 654.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,329.93 FEET, A CHORD BEARING OF 5 76"25'53" E AND A CHORD DISTANCE OF 602.58 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'35", A DISTANCE OF 604.27 FEET, TO THE NORTHWEST CORNER OF LOT 33, BLOCK B, OF THE AFORE MENTIONED ALEMAN ACRES; THENCE RUN S 06*14'06" W, ALONG THE WEST LINE OF SAID LOT

33, A DISTANCE OF 435.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND THE NORTH RIGHT OF WAY LINE OF OSCEOLA - POLK LINE ROAD (S.R. 532), SAID POINT ALSO BEING ON A ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2764.93 FEET, A CHORD BEARING OF S 84*52'56" E AND A CHORD DISTANCE OF 100.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02"04'20", A DISTANCE OF 100.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE RUN N 04"09"07" E ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 435.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2329.93 FEET, A CHORD BEARING OF S 88*04'03" E AND A CHORD DISTANCE OF 173.67 FEET; THENCE RUN EASTERLY, ALONG THE SOUTH LINE OF AFORE MENTIONED LOT 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04*16'18". A DISTANCE OF 173.71 FEET; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, N 89*48'58" E, A DISTANCE OF 197.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN N 00*17'58" E, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1022.50 FEET TO THE SOUTHEAST CORNER OF THE AFORE MENTIONED PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89"51'44" W, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 660.06 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN N 00*17'18" E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 330.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,592,186.645 SQUARE FEET / 36.55 ACRES MORE OR LESS.

EXHIBIT B LEGAL DESCRIPTION OF FUTURE EXPANSION PARCELS

Parcel 1

Tax Identification No. 36-25-27-2545-000B-0013

The North 330.00 feet of the East 660.00 feet of Lot 1, Block "B", of ALEMAN ACRES, as recorded in Plat Book 2, Page 45 of the Public Records of Osceola County, Florida. Subject to a Right of Way easement over the West 30.00 feet, thereof, all lying and being in Tract A, Lot 1, Block "B" of ALEMAN ACRES: All in Section 36 South, Range 27 East, Osceola County, Florida.

AND

THE SOUTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Parcel 2

The North ½ of the Northeast ¼ of the Northwest ¼ of the Northeast ¼ of the Southwest 1/4, Section 36, Township 25 South, Range 27 East, Osceola County, Florida. Tax Identification No. R 36-25-27-0000-0101-0000.

Parcel 3

The North ¾ of the West ½ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ and the South ¾ of the East ½ of the Northwest ¼ of the Northeast ¼ of the Southwest ¼ Section 36, Township 25 South, Range 27 East, Osceola County, Florida. Tax Identification No. R 36-25-27-0000-009J-0000.

EXHIBIT "B"

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Parcel ID	Owner	Mailing Address
36-25-27-2545-000B-0010	Visions at Orlando West, LLC	2124 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0020	Visions at Orlando West, LLC	2125 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0014	Visions at Orlando West, LLC	2126 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0017	Visions at Orlando West, LLC	2127 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0015	Visions at Orlando West, LLC	2128 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0012	Visions at Orlando West, LLC	2129 NE 123RD ST STE 216B NORTH MIAMI, FL 33181
36-25-27-2545-000B-0011	Visions at Orlando West, LLC	2130 NE 123RD ST STE 216B NORTH MIAMI, FL 33181

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Visions at Orlando West Community Development District (the "Board") has previously adopted Resolution 2025-10 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2025-10, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431 (the "District Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held at 11:00 a.m. on _______, 2025, at 4797 W. Irlo Bronson Memorial Highway, Suite F, Kissimmee, Florida 34746, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the District Office.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Osceola County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

Section 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:	VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

4797 W. Irlo Bronson Memorial Highway, Suite F, Kissimmee, Florida 34746

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Public Hearings and Regular Meeting Debt Assessment, Uniform Method and Rules	11:00 AM
November 21, 2024 CANCELED	Regular Meeting	11:00 AM
December 19, 2024 CANCELED	Regular Meeting	11:00 AM
January 16, 2025 CANCELED	Regular Meeting	11:00 AM
February 20, 2025 CANCELED	Regular Meeting	11:00 AM
March 20, 2025 CANCELED	Regular Meeting	11:00 AM
April 17, 2025 CANCELED	Regular Meeting	11:00 AM
May 15, 2025	Regular Meeting Presentation of FY2026 Proposed Budget	11:00 AM
June 19, 2025	Regular Meeting	11:00 AM
July 17, 2025	Regular Meeting	11:00 AM
August 21, 2025	Regular Meeting	11:00 AM
September 18, 2025	Regular Meeting	11:00 AM