



Bellagio  
Community Development District

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November 6, 2017



# Bellagio

## Community Development District

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Phone: 954-721-8681 - Fax: 954-721-9202

October 30, 2017

**Board of Supervisors  
Bellagio  
Community Development District**

Dear Board Members:

The landowners and regular meeting of the Board of Supervisors of **Bellagio Community Development District** will be held on **November 6, 2017 at 9:00 a.m. at Aragon Clubhouse, 8700 West 35<sup>th</sup> Court, Hialeah, Florida**. Following is the advance agenda for this meeting:

**Landowners Meeting**

1. Call to Order
2. Election of a Chairman for the Purpose of Conducting the Landowners Meeting
3. Determination of Number of Voting Units Represented
4. Nominations for the Position of Supervisors
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

**Business Meeting**

1. Oath of Office for Newly Elected Supervisor(s) Elected at the Landowners Election – Seat #1, Seat #2, and Seat #4
2. Roll Call
3. Organizational Matters
  - A. Consideration of **Resolution #2018-01** Canvassing and Certifying the Results of the Landowners Election
  - B. Consideration of **Resolution #2018-02** Electing Officers
4. Approval of the Minutes of the October 2, 2017 Meeting
5. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Clubhouse – Discussion of Correspondence Related to Pool Service Agreement with 5 Star Pools and Consideration of Agreement
  - D. Project Coordinator – Update on Status of Projects
  - E. Manager
6. Supervisors Requests and Audience Comments
7. Financial Reports
  - A. Approval of Check Register
  - B. Balance Sheet and Income Statement
8. Adjournment

First, we will give the newly elected Supervisors the oath of office so we have a quorum and can conduct the business meeting. Then, we will consider **Resolution #2018-01** Canvassing and Certifying the Results of the Landowners Election and **Resolution #2018-02** Electing Officers. The blanks in the resolutions will be filled in at the conclusion of the election and copies of these resolutions are enclosed for your review.

Enclosed for your review is a copy of the minutes from the October 2, 2017 meeting.

The fifth order of business is staff reports. Enclosed under the clubhouse report is correspondence related to the pool service agreement with 5 Star Pools and a copy of the agreement. Enclosed under the project coordinator's report is information regarding the status of the projects and permits.

The financials are also enclosed for your review. The balance of the agenda is routine in nature and staff will present their reports at the meeting. Any other support documentation will be provided under separate cover as soon as it becomes available or presented at the meeting. I look forward to seeing you at the meeting, and in the meantime if you have any questions, please contact me.

Sincerely,



Luis Hernandez

Manager

cc: Dennis Lyles                      George Graupera                      Jon Kessler                      Vanessa Perez  
Steve Sanford                      Martha Vargas                      Tatiana Bravo

**RESOLUTION 2018-01**

**A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS  
OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD  
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES**

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing *three* Supervisors of the District; and

**WHEREAS**, following proper publication of notice thereof, such landowners meeting was held on *November 6, 2017*, at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE BELLAGIO COMMUNITY DEVELOPMENT  
DISTRICT;**

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

\_\_\_\_\_ four (4) year term  
\_\_\_\_\_ four (4) year term  
\_\_\_\_\_ two (2) year term

3. Said terms of office shall commence immediately upon the adoption of this Resolution.

**PASSED AND ADOPTED THIS, \_\_\_\_\_ DAY OF \_\_\_\_\_**

\_\_\_\_\_  
Chairman / Vice Chairman

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

**RESOLUTION 2018-02**

**A RESOLUTION ELECTING OFFICERS OF THE  
BELLAGIO COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Bellagio Community Development District at a regular business meeting following the landowners meeting held on November 6, 2017 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Chairman / Vice Chairman

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

**MINUTES OF MEETING  
BELLAGIO  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Bellagio Community Development District was held on October 2, 2017 at 9:00 a.m. at the Aragon Clubhouse, 8700 West 35<sup>th</sup> Court, Hialeah, Florida.

Present and constituting a quorum were:

Eduardo Lavin	Chairman
Jorge Hernandez	Vice Chairman
Elizabeth Alamo	Assistant Secretary

Also present were:

Lisa Derryberry	District Manager
Ginger Wald	District Counsel
Martha Vargas	Club Manager
Barbara Martinez	Miami Management

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Derryberry called the meeting to order and called roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the  
July 31, 2017 Meeting**

Ms. Derryberry: The next item on the agenda is Approval of the Minutes of the July 31, 2017 Meeting. I will take any corrections at this time. And if there are none, then a motion to approve them would be in order.

On MOTION by Mr. Jorge Hernandez seconded by Mr. Lavin with all in favor the Minutes of the July 31, 2017 Meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Discussion on Pool Contract**

Ms. Derryberry: Next on the agenda is Discussion on Pool Contract. I understand that Martha was going to speak about that. Barbara?

Ms. Martinez: The change of the pool contract has to do with the vendor not being up to par to our desire. He is not being accurate with the information he gives us.

There was an incident in the pool that required his assistance, which he didn't do. We looked for another vendor, who came out, and brought to our attention things with the pool area that he felt were going to damage the pool. It turned out that the filters were dirty and not being cleaned. We have had a few other issues, as well, so we feel we should change the vendor.

Ms. Derryberry: And just to confirm, it is Elite Pools that is the vendor you are speaking of?

Ms. Martinez: Yes. The vendor that we wanted to switch to we have a proposal for. He has also done work for Bonterra and is licensed and insured.

Ms. Derryberry: Any discussion by the Board?

Mr. Jorge Hernandez: The main question I have is this vendor also does the fountains. So where is your proposal for the fountains and how is he going to deal with it? I know the fountains are not part of the CDD, but in the past, we had it all together.

Ms. Martinez: He didn't provide a proposal for the fountains so I am not sure about that.

Mr. Jorge Hernandez: There is a question on the fountains and on the filters. We always had that issue with the filters with the leak so that is what I want to clarify before we go forward.

Ms. Martinez: Martha is going to come to discuss the pool.

Ms. Derryberry: We will let the record reflect that Martha Vargas has joined the meeting. Good morning, Martha.

Ms. Vargas: Good morning.

Mr. Jorge Hernandez: Martha, I have a question about the pool before we continue. The filtration. Did you get a proposal to include the filters or what it will be as a cost?

Ms. Vargas: For this particular proposal, there is also a stabilizer treatment once every six months. The service calls are \$65 and the cleaning of the filters is separate.

Mr. Jorge Hernandez: And also the fountains.

Ms. Vargas: We have a proposal for the fountains for the HOA from the same vendor.



Mr. Jorge Hernandez: Every time something happens with the filters, we have always gone back to the leak with Luis on the phone asking to clear things up. I would like to know what the cost is to replace the filters on a yearly basis. Before I go to a contract, I want to say okay, I know the price so I know what is going to be budgeted every year for the filters. With Elite it changed every time.

Ms. Vargas: What I can do is ask for a proposal on how much they are.

Mr. Jorge Hernandez: I don't know how you all feel, but I am just thinking of the future before we enter into a new contract.

Mr. Lavin: He hasn't said he has agreed to replace the filters.

Mr. Jorge Hernandez: No, he has not. It is up in the air with no price on it.

Mr. Lavin: Because it will probably change.

Mr. Jorge Hernandez: At least a service fee of what it costs for maintenance. That is why I am asking because with Elite, we know what the cost of the filters are, but every time it has been more. That was why we went and tried to buy them online and do it ourselves.

Mr. Lavin: So why don't we approve it subject to finding out how much the cost to replace the filters when the time comes.

Ms. Wald: What you could do is probably call him up now and find out from him when the filters need to be replaced, what would be the fee for each of the filters and write that into the contract. Because my suggestion would be if you are going to approve this, you are going to have to do two things. One thing you are going to have to do is go ahead and terminate the contract that you already have right now with Elite. We are going to need to see what the termination timing is if there is one. Two would be engaging the services of Five Star Pools based upon the amount they have provided and if you are satisfied with that, then we can also add that to it as being a flat fee and write that into the agreement itself. If there isn't, then you know it isn't an issue. But it wouldn't hurt to make a phone call and you can just defer taking action on this until we are farther along in the meeting.

Mr. Jorge Hernandez: Eduardo, what do you think? And Elizabeth?

Ms. Alamo: It would be better if you can get them on the phone to answer those things so we don't have to wait until the next meeting.

Ms. Wald: Right because we are not going to meet again for a while.

Ms. Derryberry: January 8<sup>th</sup> is an exception meeting.

Mr. Jorge Hernandez: I don't want us to continue going back and forth and start the whole scheme again. That is what I am trying to avoid.

Ms. Vargas: Let me try to address that then.

Mr. Jorge Hernandez: Do we have the old contract?

Ms. Wald: I am trying to get it from my office if they can locate it.

Mr. Jorge Hernandez: Eduardo, do you remember? I don't get why they are splitting off the things they charge. Why all of the sudden? They are charging us \$1,050 a month, but they are adding another \$90 every six months for stabilizer. I don't understand that.

Ms. Wald: They are probably doing it separate because of the cost of chemicals.

Mr. Jorge Hernandez: The total is reasonable. I am just saying remember we used to pay around \$900 a month with Elite, then halfway through the year we increased it to add more days. But now this is the additional days and additional \$90 every six months. So it is an additional \$1,230 twice a year.

Ms. Derryberry: The last check written for Elite Pool & Spa in August for cleaning and maintenance was \$1,200.

Mr. Lavin: I am going to ask Martha to read the contract. She should have it. The one she has is not signed.

Mr. Jorge Hernandez: Okay. Back to the pool contract. I will make a motion to go ahead and terminate the Elite contract. For the record, there is no termination clause on here.

Ms. Derryberry: Would you be kind enough to e-mail that to Ginger and me?

Ms. Wald: You will still have to do a notice of termination. The question that I had was whether there was a specific time period such as a thirty-day time period or sixty-day time period.

Mr. Jorge Hernandez: Their service agreement can be terminated by another party upon receipt of a written thirty-day cancellation notice.

Ms. Wald: That is the clause and what we need. So your motion is to terminate the pool service maintenance contract with Elite Pools within the thirty-day time period.

Mr. Jorge Hernandez: Yes, and to take from today, October 2<sup>nd</sup>, so that would be terminated by October 31<sup>st</sup>.

Ms. Wald: Well you have to give at least thirty days and get the letter out certified mail. And you have to give time to get it sent out. So if you get it out this week, then starting the agreement if you are going to go with 5 Star Pools based upon the proposal that you have today, beginning on November 6<sup>th</sup>.

Ms. Derryberry: That would be the first Monday in November.

Mr. Jorge Hernandez: That sounds fine. So a motion to terminate the contract with a thirty day leeway and at the same time a motion to enter into a contract with 5 Star Pools commencing November 6<sup>th</sup>.

On MOTION by Mr. Jorge Hernandez seconded by Mr. Lavin with all in favor the contract with Elite Pools was terminated with the thirty-day time period; and entering into an agreement with 5 Star Pools to commence on November 6<sup>th</sup> was approved.

Ms. Derryberry: And if you would be kind enough to forward that to my office and to Ginger that would be great.

**FOURTH ORDER OF BUSINESS**

**Update on Status of Projects from  
Project Coordinator and  
Presentation from Architect**

Ms. Derryberry: Now we will move on to Item #4, Update on Status of Projects from Project Coordinator and Presentation from Architect. We don't have Paula here today, but behind tab #4 in your agenda package there is an e-mail that she sent to Juliana from my office indicating that due to the hurricane the city is taking longer to review drawings. So I am not sure when there will be more information.

Mr. Jorge Hernandez: I can kind of give an update on that, too. I know that the city is behind on certain things and I know our new projects, which are the storage room, garbage retrofit, and the sunshades, there has been some back-and-forth going on about the structure so they denied the plans. Regarding the fountains, we finally have a temporary passing for the clubhouse, meaning we can order the meter from FPL. However, the park fountain was put on hold because now they have requested that the shed that was an addition. When they did the addition, you are supposed to put in on the plans and they didn't. So they came to the final inspection and the inspector didn't get why the shed wasn't on the plans and said it had to be included. That was right before the hurricane and it has already been resubmitted. It is showing on the system as being assigned so it should be approved I would say either today or tomorrow.

Ms. Wald: Are they going to have to do a re-inspection?

Mr. Jorge Hernandez: Well no. First it is the revisions of the plan, and then once they approve that, they will come out and give what is called a temp pass so we will be able to get the meters from FPL, test the system, and then call for a final inspection. On a good note, the main electrical inspector that has given us so many problems for the entire year has retired as of last week.

Ms. Derryberry: Juliana also indicated to me that there was some issue that the city wanted information about mailboxes in connection with the fountain.

Mr. Jorge Hernandez: On the original plans that Ortiz submitted, they want Ortiz to show the mail station on his plans. He didn't build a mail station, though. So that has been going back-and-forth and he has been fighting with them to get the old plans that Lennar submitted.

Ms. Derryberry: Okay. Thank you for the update. Appreciate that.

## **FIFTH ORDER OF BUSINESS    Staff Reports**

### **A. Attorney - Discussion on 2017 Legislative Session Memorandum**

Ms. Derryberry: Moving forward, next we have Staff Reports. Ginger?

Ms. Wald: In your packet you have the 2017 legislative updates. There are only two items that really could potentially affect CDDs such as yourself. The first one is

dealing with public records lawsuits and is actually a positive for all governmental entities. After many years of lobbying, the legislature finally has attempted to put a stop to frivolous lawsuits based on individuals or companies making public records requests to justify lawsuits. So this discusses the procedure they have to go through and if they do it on a frivolous nature, then they will automatically get attorney's fees and if in fact the determination can be made by the court by the judge that a governmental entity such as a CDD would be entitled to attorney's fees. So that actually is a really big deal for a lot of governments that have been hit with public records lawsuits just to make attorney's fees and costs. You folks haven't had to deal with that even though you have had public records requests, they have been minor and responded to. So hopefully in the future this will never happen to you because this law has been in put place. The second one is dealing with larger public works construction contracts. I don't think you are going to have this type of contract in Bellagio here in Aragon, which this would actually be for because you are already built out, and it talks about what is required in regards to contracts and the type of activity and also some other items. The law is there, the summary is there, and if you are bored and can't sleep at night, it is a wonderful thing to read. And as usual, if you have any questions you can always call Mike Pawelczyk or myself.

**B. Engineer**

There not being any report, the next item followed.

**C. Clubhouse - Discussion of Request from Homeowner to rent the Main Room Every Friday**

Ms. Derryberry: The next item is Discussion of Request from Homeowner to rent the Main Room Every Friday. That is really an issue Martha needs to discuss.

Ms. Wald: Then we will wait until she comes back.

Mr. Jorge Hernandez: Should we go get her?

Mr. Lavin: I will.

Ms. Vargas: There is a homeowner who approached us with a request to meet with his church group every Friday.

Ms. Wald: You already have set in the clubhouse rules how an individual can go ahead and rent out portions of the facility. So this individual that made the request already knows those rules and how he can rent out a portion of the facility, but wants something beyond that?

Ms. Vargas: Exactly. He wants us to commit to keeping every Friday open for his group.

Ms. Wald: Which would foreclose anyone else in the community to be able to do anything there. So that would really foreclose other individuals from doing so.

Mr. Jorge Hernandez: I will put it on the record that I have a serious problem about meeting on the facility and keeping it open for religious meetings, whichever religion it is. If you are keeping it open and then he doesn't have a meeting, then other homeowners wanting to use it can't.

Ms. Wald: And I don't think it has anything to do with religion or not religion. I think it is basically foreclosing other individuals from being able to use the facility is really what you are talking about.

Mr. Jorge Hernandez: Yes. Being a public entity it is for everyone.

Mr. Lavin: Can you start from the beginning?

Mr. Jorge Hernandez: There is a homeowner that wants us to leave this facility open for them to use every Friday night for a meeting of his church group.

Ms. Alamo: Like you said, the issue is do we want to do that and keep others from being able to use it.

Mr. Lavin: Is he renting the space? Is he paying the fee every Friday?

Ms. Vargas: Yes. But he wants a long term commitment to keep it available for him.

Mr. Lavin: So every Friday at 9:00 p.m.

Mr. Jorge Hernandez: You are turning it into a business. I know what you are thinking, it is guaranteed funds, but you are turning a public space into a business. At least that's how I see it. Then other people cannot come rent it. The problem is they aren't going to give you the money for the whole year. They will tell you to hold it over for them for the whole year, but they will expect to give you the money whenever they

have the meetings. And then when they decide to cancel, there is no cause to get the money. They will just not pay you for that day and then you have lost the rental.

Ms. Wald: And the rules are first come, first served.

Ms. Vargas: Yes. The rules do say that.

Mr. Jorge Hernandez: I am just thinking a public venue, keeping it available for just one person every Friday is an issue. I like the revenue stream side, but I don't like excluding other people from using it.

Ms. Alamo: Like you said, if they are paying week to week, that would make more sense, but if you let them know you can do a six month period, then they would have to pay all of it at once.

Mr. Jorge Hernandez: Yes. But then the problem is then you are going to get questioned by the rest of the homeowners that want to use the room on Fridays. You are making it a sole source and that person is the only person who can rent it.

Mr. Lavin: First come, first served.

Ms. Alamo: Yes.

Mr. Jorge Hernandez: It is not only first come, first served, the way I look at it, if you want to have your birthday party here, you only have a birthday once a year. But this one wants to rent the space for meetings, so of course that person is going to come first come, first served because he is paying for the meetings, but you only have one birthday so you are not going to rent out the space every Friday. Everyone is going to question this because now you are running a business out of it. Whether it is for profit or nonprofit, it is still a business. Understand?

Mr. Lavin: I get it.

Mr. Jorge Hernandez: I just think people are going to question us as to why are we letting her rent the room every week for six months and you are leaving everybody else out so now they can't and they are all paying their fair share of the taxes, as well.

Ms. Alamo: How many times on Fridays have there been events?

Mr. Lavin: Not that often. I never see it rented on Fridays.

Mr. Jorge Hernandez: I have seen it.

Ms. Vargas: There are probably more Saturdays, yes, but there are some on Fridays, as well.

Mr. Jorge Hernandez: Now here is another option. Let's say you give it to them every Friday. Now you are going to open the gates every Friday because not just homeowners are coming here. People from outside are also going to be coming in.

Ms. Alamo: But that would happen with any party.

Mr. Jorge Hernandez: But now you are opening them every single Friday.

Ms. Alamo: But even if you were having a private party every Friday that would happen. If I throw a party one Friday, she throws a party the next one, you are still doing the same thing. You are still opening the gates every Friday for her friends to come, for his friends to come, for my friends to come, your friends to come because our belief is that it does get rented every Friday and every Saturday.

Mr. Lavin: It is \$8,000.

Mr. Jorge Hernandez: You are thinking of thousands of dollars. I am thinking of the questions from every other homeowner that is going to ask what about them.

Mr. Lavin: I feel it is first come, first served.

Ms. Alamo: It is a resident asking for this. As long as they pay in advance, they should be allowed. Now we can't hold it if they don't. If it is not paid for, that is different. If I want to rent it from Martha right now she would ask me for a payment and deposit, right?

Ms. Vargas: Right.

Ms. Alamo: So it would be the same thing for this individual. You want it, we can do it for three months at a time, but you have to pay for all of it in advance. If not, then you will have to do it week to week.

Mr. Lavin: Yes.

Mr. Jorge Hernandez: Ginger?

Ms. Wald: Well it is completely up to the Board. Everything you have said are all legitimate statements and questions. And again, it is a public facility and you do have to have it open for the public to a certain extent obviously as the use with your



renting. When you do get in a situation where you are allowing someone to monopolize a space or facility regardless of how many times it is used, you will have those questions from a lot of different residents. Hey, the holidays are coming up, I would like to use this space for our holiday party, whatever that holiday may be, when you are entering into December, and you will probably get a lot of rentals coming in around then. But now you have someone who has every single Friday night and you are not going to be able to allow it for other folks.

Ms. Alamo: But do we express to other people that somebody rented it for three months straight and it is paid for?

Mr. Lavin: Yes. Let's say we allow you to rent for a year in advance, but we just let them rent it for three months at a time. We sign whatever needs to be signed and he has to pay for in advance. First come, first served. You have those three months.

Ms. Wald: Yes, but what you don't have right now is a rule in place that provides for that. And that is really the issue that Martha is coming to you with. We don't have a club rule in place that provides for this type of situation. So it is what you do as a Board when the request is made.

Mr. Jorge Hernandez: Here is my question, being that this is public funded, in reality, a meeting is a business and you are running a business out of a public venue. Is that even legal?

Ms. Wald: Well I don't think it is running a business because what this individual has stated to Martha is look, I want to have my group come in and use this space and we are willing to pay the money for "X" number of hours to use some of this space. He is not setting up a bank of computers and running a real estate business out of that, which of course wouldn't be allowed. So that part isn't as troublesome to me. One, you don't have that rule in place as to how that happens. Two, you have the rest of the community that pays and has paid for this facility and now because they didn't know and it isn't in the rules, they are not able to use that facility on a Friday night, like you stated. On the flipside, it would be nice to have that income, but again this is a CDD, not a for-profit business.

Ms. Vargas: You could have it so he has to put the request in at least two weeks in advance and just do it on a periodic basis.

Ms. Wald: They are going to have to do rule changes. That is something you may want to consider going ahead and doing those rule changes and entering into that process now and look at them as a whole. I wouldn't do just one because you have to have a public hearing, you have to have the opportunity for public input, and you have to advertise for any type of rule changes with a CDD. So it is a process, but you can do it. So you may, if you are going to enter into that process to look at all of the rules to see what you want to change.

Mr. Lavin: Based on first come, first served, as long as he pays for those days so nobody else can rent it, I don't see a problem. We have parties here with people that we don't even know. This guy is supposed to be a religious guy. How much can they do?

Ms. Wald: I am going to state that the religious aspect has nothing to do with the decision-making process at all because you don't know what religion it is, you have no interest in what religion it may be, it is just that it is pursuant to a resident making the request for the use of the room for legitimate purposes. It is the question that you are having is entering into some type of long term rental and then other residents would not be able to use the space.

Mr. Lavin: Do we have the right to get the money before? All of the money?

Ms. Wald: Yes.

Mr. Jorge Hernandez: When you enter into that agreement, you also have to think about a clause because he can turn around and say he wants his money back if he doesn't have a meeting. Then you have to start reimbursing him and he has already gotten that room off the calendar to be able to rent it to somebody else.

Ms. Alamo: Yes. That is when you put in no money back or cancellations.

Ms. Wald: The rules are going to have to be amended. Even to enter into something like this, you will still have to change your rules because you don't have anything to provide for this. All you have in the rules now is that this is what you need to do to rent the room. Which does not stop this person from doing that every week.

So this resident can still go ahead and do that until that occurs. And now you are telling the residents, look, we are having a rule changing process, this is what we are doing, and they now have notice. Whether they choose to come or not is completely up to them, but now you have it under the Sunshine and they have the opportunity for anyone from the general public to come and participate in any rule making process. And that really would make the most sense and also give you time to think about what makes the most sense as to a rule change. If somebody wants to do that in advance, you can have a limitation as to the number. You can have a limitation as to the hours they are able to do it. Maybe it is one or two hours. And then anyone now knows if they want to use the facility this is what they would be doing.

Mr. Lavin: Let's do the rule change then and propose the changes.

Mr. Jorge Hernandez: Well we need to start looking at the rules to define what we are going to change. It is not just one rule. If you are going to go through the whole process of the rules, you want to look at every rule and change every rule you want to change. It is a big process.

Ms. Wald: And you can. I am just saying for cost analysis, if you are going to enter into a rule changing process, you really should look at them all. The things I have seen, and I am sure Lisa has seen also, that make the most sense, is having that workshop for any members who want to show up to discuss these things we want to change, we write them up, we get the advertisement out, we have the public hearing, and we get our rules in place. It is a couple months process from the advertisement to the adoption because you have to go through each step of the statutory process.

Mr. Lavin: And then meanwhile the guy needs to wait to reserve two months to eight weeks in advance while we figure it out and get it done. What I am for is if the guy rents it and pays the money, he should be allowed to.

Ms. Alamo: If we decide we are not going to do it under a contract, but we will give it to them for three months, six months, a year, whatever, and he decides he wants to pay in advance for three months without having to enter into a contract. If I want to throw a party in January, I can already set the date. So he can do that as well?

Ms. Wald: Under the rules, and I have to check because I don't have the rules memorized, is that permissible?

Ms. Alamo: With our permission without having to give our authorization, if he wants to pay for it three months in advance, can you do it. Let's say he comes up to you and says he wants to rent this Friday for three months in advance, can he do so without our authorization?

Ms. Vargas: At this time we don't have anything in the rules that allows that.

Mr. Jorge Hernandez: But it can be done as a rental of the facility.

Ms. Alamo: Exactly. But if he wants to rent every Friday.

Mr. Jorge Hernandez: He can come in on Friday, say Martha, I have an event Friday, next Friday, the Friday after that.

Ms. Alamo: But he wants a commitment.

Mr. Jorge Hernandez: There is nothing blocking him right now, though.

Ms. Alamo: As long as he pays us. There is nothing that says he can't.

Mr. Jorge Hernandez: Personally, that makes me feel more comfortable than us going through this whole process of trying to change rules to adhere to what he wants.

Ms. Alamo: Then tell him we can't commit, but if he wants to separate the dates and pay for it, he can do that.

Mr. Lavin: Then he can reserve the space. If someone else wants the space on that specific Friday, then that person is out of luck or maybe will schedule their event on a Saturday instead.

Mr. Jorge Hernandez: But don't we have a cancellation clause?

Ms. Vargas: Yes, we do.

Mr. Jorge Hernandez: We have a cancellation clause and if he doesn't have a meeting that week, then he still has to pay.

Ms. Vargas: There is a portion of money he loses.

Ms. Alamo: Then tell him that there are already rules that we cannot bend and he has to go with the rules that we already have.

Ms. Vargas: That can be done. Okay.

Ms. Alamo: That was a long conversation to get to where we started.

Ms. Wald: It was, but it was a good conversation because now you have clarity. And again, with it, it is still something that you can look at later.

Mr. Lavin: Yes. We want the pool open longer and there are a few other things we want to look at. This issue with the pool, there are other issues we need to address.

Ms. Wald: You are not meeting again until January. You have the end of the year to see what happens and that might be a time to at least start talking about it and you can decide what you want to do.

Ms. Derryberry: Martha, Juliana also gave me copies of information regarding a proposal from Fitness Solutions. Would you like to discuss that with the Board?

Ms. Vargas: Yes. There are some grips and handles that are worn out in the fitness center with two of our machines. When the last service was done, I requested a proposal, which they have forwarded to us.

Mr. Jorge Hernandez: Which we have reviewed.

Ms. Derryberry: Right. Then it is just up to the Board to take action on this.

On MOTION by Mr. Jorge Hernandez seconded by Mr. Lavin with all in favor the proposal from Fitness Solutions was approved.
--

Ms. Derryberry: Martha, anything else for the Board?

Ms. Vargas: No, nothing else.

**D. Manager - Discussion of Financial Disclosure Report from the Commission on Ethics - *everyone has filed***

Ms. Derryberry: The only thing under Manager is Discussion of Financial Disclosure Report from the Commission on Ethics. Everyone has filed so I thank you all for filing timely and you will personally avoid any monetary penalties.

**SIXTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Ms. Derryberry: There is no audience present. Are there any Supervisors requests?

Mr. Jorge Hernandez: I have a question. We had approved at the last meeting, though Martha was not here when we had approved the cost of repairing the landscape around the clubhouse. You remember when I asked you a few weeks ago you said you didn't know about that yet.

Ms. Vargas: Correct.

Mr. Jorge Hernandez: Did you ever get any update on that?

Ms. Vargas: The repairs? No.

Mr. Jorge Hernandez: It is in the minutes.

Ms. Wald: Yes. We approved Southeast Landscaping proposals.

Mr. Jorge Hernandez: Yes. We approved several of the estimates.

Ms. Wald: Yes. Estimates #3179T and #3180.

Mr. Jorge Hernandez: And #3181 and #3183. All of them are under the fifth order of business.

Ms. Derryberry: There is a total cost of \$4,255.

Mr. Jorge Hernandez: And #3179T and #3180 were approved.

Ms. Wald: And that was approved in July.

Mr. Jorge Hernandez: That included the dead trees.

Ms. Vargas: I would revise that now that we had the hurricane because we lost a couple trees that weren't doing so well.

Mr. Jorge Hernandez: Those were included in here.

Ms. Wald: I pulled up the estimates and #3179T services trim five date palms, trim twenty-three Christmas palms, and trim thirty-three hardwoods.

Ms. Vargas: Yes, and also there should be replacement of one tree on the south parking lot side.

Ms. Wald: Well one question, was that done already?

Ms. Alamo: No.

Ms. Wald: So that still needs to be done. And then #3180 services were to remove gold mounds, plant one hundred and twenty-three three gallon trinnets at the right side of the entrance door to the clubhouse, remove gold mounds, plant one hundred fifteen three

gallon trinnets at the left side of the entrance door to the clubhouse, remove gold mounds. So that was all for the clubhouse.

Ms. Alamo: Because we have been treating with fertilizer at the entrance of the clubhouse, I would suggest that we do not go ahead with that proposal.

Mr. Jorge Hernandez: But that was already approved. Well that is fine. We can hold off on those and bring it back to another meeting.

Ms. Wald: The ones that were approved are #3179T and #3180 and #3180 was the removal and replacements around the clubhouse, while #3179T was for trimming.

Ms. Vargas: Would it be possible to hold off on the gold mounds?

Mr. Jorge Hernandez: Then we need that submitted again so we can look at it and see what the cost was so we can revise it.

Ms. Wald: I am going to tell you right now what you approved. You approved for the removal and replacement \$4,255 under Estimate #3180. So what you can do, based upon the report that was provided, it was determined that at this juncture it is not necessary to proceed with Estimate #3180 at this time.

Ms. Vargas: There is a section of this proposal with to remove the gold mounds. Just this first section I would say would still need to be done, which is the gold mounds need to be replaced by the trinnets. However, the gold mounds on the right and left sides of the entrance doors to the clubhouse are doing a lot better now.

Mr. Jorge Hernandez: Then why are we removing the gold mounds?

Mr. Lavin: Because they were dying.

Ms. Vargas: In the island they are just not doing well at all. So something that was recommended by the landscaper is to install trinnets, which are heartier.

Ms. Derryberry: That almost looks like Estimate #3181.

Mr. Jorge Hernandez: That is why we did Estimate #3180 because it included a little bit more.

Ms. Vargas: I just don't think that the expense is worth it now for the right side and left side of the entrance doors.

Ms. Wald: Okay. So you just need a revision and the Board to approve the revision based upon what the report from the clubhouse manager that only the area in front of the clubhouse to remove the gold mounds and plant one hundred twenty-three three gallon trinnets at a cost of \$375 for the removal and planting of the new plants of \$1,230.

Mr. Jorge Hernandez: Then you have a revision of the trees that need to be replaced.

Ms. Wald: Going back to the trees, what you had approved was just trimming, shaping, cleaning centers, removing dead wood two feet and larger, opening canopies for sun and wind, remove cross limbs, and pruning around parking lot lights.

Ms. Vargas: That is all trimming, not replacing, so that is still pending.

Ms. Wald: So that still needs to be done.

Ms. Vargas: Yes.

Ms. Wald: So now what you need is an estimate to remove those.

Mr. Jorge Hernandez: Does it still need to be done, Martha?

Ms. Vargas: Yes. It still needs to be done because we only lost two trees that were included in the trimming. This is mostly palms and shade trees. We are replacing those two that we lost.

Mr. Jorge Hernandez: We have twenty-three Christmas palms?

Ms. Vargas: I would have to look into that. I don't think we have twenty-three. That is \$115 for trimming twenty-three Christmas palms. That sounds like a little too much. I will have to look into that. I don't know if he got confused with others.

Mr. Jorge Hernandez: Okay. This has already been approved so you can revise it and bring it back to us.

Ms. Derryberry: Any other Supervisors requests? If not we will move on.

## **SEVENTH ORDER OF BUSINESS      Financial Reports**

### **A. Approval of Check Register**

### **B. Balance Sheet and Income Statement**

Ms. Derryberry: Financial Reports. Behind tab 7A you will find the check register and tab B contains the balance sheet and income statement. I will take any questions at this time. If there none, a motion to approve them would be in order.



On MOTION by Mr. Jorge Hernandez seconded by Mr. Lavin with all in favor the check register and the balance sheet and income statement were approved.

**EIGHTH ORDER OF BUSINESS          Adjournment**

Ms. Derryberry: Unless anyone has any other business to discuss, a motion to adjourn would be in order.

On MOTION by Mr. Jorge Hernandez seconded by Ms. Alamo with all in favor the meeting was adjourned.

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Secretary / Assistant Secretary

---

Chairman / Vice Chairman

## **Luis Hernandez**

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**From:** Martha Vargas <MVargas@miamimanagement.com>  
**Sent:** Thursday, October 26, 2017 6:26 PM  
**To:** Luis Hernandez  
**Cc:** Ginger E. Wald (gwald@bclmr.com); Jorge Hernandez  
**Subject:** FW: Bellagio CDD contract  
**Attachments:** Service Agreement (Pool and spa 2017).doc; Bellagio CDD- Addendum.pdf; 5 Star Pools proposed pool maint. contract.pdf

Hi Luis,

Attached and below are specific comments received from 5 Star Pools with regards to contract sent by Bellagio CDD attorney.

Vendor stated at the time he prepared his proposed contract he did not know there would be a clause stating contract could be renewed for 2 additional terms and therefore he wants a 3% increase for service every year, as he cannot commit to same price every year. He said it could be same price or more in subsequent years, although not higher than 3% increase per year.

Vendor also stated he was not aware of the automobile insurance coverage amount required by Bellagio CDD at the time he submitted proposed contract and that the coverage required would cost him an additional \$300.00 per month, which means his proposal attached would increase from \$1,050.00 per month to \$1,0350.00 per month, in addition to the \$90.00 for stabilizer every six months.

Please advise.

**Martha Vargas, LCAM**  
Miami Management, Inc.  
Aragon HOA & Aragon Club Manager  
8700 W 35th Court  
Hialeah, Florida 33018  
Phone: (305) 200-5505  
Email: [Mvargas@miamimanagement.com](mailto:Mvargas@miamimanagement.com)  
Website: [www.MiamiManagement.com](http://www.MiamiManagement.com)

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**From:** 5 Star Pools, Inc. [mailto:5starpoolsinc@gmail.com]  
**Sent:** Thursday, October 26, 2017 5:37 PM  
**To:** Martha Vargas <MVargas@miamimanagement.com>  
**Subject:** Re: Bellagio CDD contract

Hello, Martha. I had my attorney look over the contract. I only have two things that would need to be changed if agreed to.

1) Where it states "Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hour"

I would like for it to say " contractor agrees to **commence** repair.....within twenty-four (24) hours"

2) It should include "Contract renewal will have a 3% increase yearly in the monthly service price".

Also, if we need to increase our automobile insurance coverage, we will have to increase the monthly service tan extra \$300/mth.

Please let me know. Thank you.

Marcello Cinelli  
5 Star Pools, Inc.

On Oct 12, 2017, at 5:02 PM, Martha Vargas  
<[MVargas@miamimanagement.com](mailto:MVargas@miamimanagement.com)> wrote:

Good afternoon Marcello,

Attached is the Service Agreement drafted by Bellagio CDD's attorney for review and signature. Please note that Exhibit A of the Agreement attached, is the Addendum and proposal you provided us, which are also attached for signature. Please review and send back signed, and include effective date of Service Agreement: **November 6<sup>th</sup>, 2017.**

Regards,

**Martha Vargas, LCAM**  
Miami Management, Inc.  
Aragon HOA & Aragon Club Manager  
8700 W 35th Court  
Hialeah, Florida 33018  
Phone: (305) 200-5505  
Email: [Mvargas@miamimanagement.com](mailto:Mvargas@miamimanagement.com)

Website: [www.MiamiManagement.com](http://www.MiamiManagement.com)

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## POOL AND SPA SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between the **BELLAGIO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 the (“District”) and **5 STAR POOLS, INC.**, a Florida corporation, whose principal address is 8291 NW 38<sup>th</sup> Street, Cooper City, Florida 33024 (the “Contractor”).

### WITNESSETH:

**WHEREAS**, the District is in need of a contractor to provide pool and spa maintenance services to the one (1) swimming pool and one (1) spa located within the District, which work is more particularly described and set forth in Composite Exhibit A to this Agreement, a copy of which is attached hereto and incorporated herein (the “Services”); and

**WHEREAS**, the Contractor represents that it possesses the necessary equipment, skill, labor, materials, and expertise to perform the Services for the District; and

**WHEREAS**, for the consideration hereinafter set forth, and the covenants and conditions set forth in this Agreement, the parties mutually desire to enter into this Agreement for the provision of Services.

### **Section 1. Scope of Work.**

A. The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the one (1) pool and one (1) spa of the Aragon Club Property owned by the District, in accordance with the Proposal of Contractor, which is attached hereto as Composite Exhibit A and as set forth below (the “Services”):

1. Test, balance and maintain chemicals, including chlorine, oxidation, pH, alkalinity, calcium hardness, sanitation and stabilizer, and compliance with the regulations and rules of the Health Department Code and County Regulations with respect to pool and spa chemicals;

2. Vacuum pool and spa of all debris, brushing floors, walls and steps, netting of water surface, cleaning all tiles, and cleaning all filters to maintain proper water flow and maximum filtration;

3. Ensure all Department of Health Codes and Regulations are followed and maintained; and

4. Monitor and inspect all pool and spa equipment at each service visit.

B. Contractor shall perform the Services in this Agreement in accordance with all applicable federal, state, and local laws, rules, and ordinances.

C. At the request of the District Representative, Contractor agrees to meet with District Representative to discuss conditions, schedules, and items of concern regarding this Agreement at the District property.

## **Section 2. Compensation.**

A. District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions. The Service Cost Breakdown for the Services shall be as follows:

1. **ONE THOUSAND FIFTY AND 00/100 (\$1,050.00) DOLLARS** per month for general services, including, but not limited to, cleaning, chemical balancing, log books and inspection at least four (4) times per week and filter cleaning one (1) time per week;

2. **NINETY AND 00/100 DOLLARS** for stabilizer treatment twice per year;  
and

3. **SIXTEEN AND 00/100 DOLLARS** for each DE filter replacement, as needed and approved by the District Manager or his designee prior to performance of work, and **EIGHTY-FIVE AND 00/100 DOLLARS** per hour for DE filter replacement;  
and

4. **SIXTY-FIVE AND 00/100 DOLLARS** for each service call not associated with a regularly scheduled Services.

B. The Contractor shall provide monthly invoices to the District for payment in accordance with the Service Costs. Other Work services described in this Agreement shall be invoiced by the Contractor as the services are performed for the cost per service.

C. Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager before initiating such work

**Section 3. Term.** Contractor shall commence the provision of the Services on **November 6, 2017**. The term of this Agreement shall be twelve (12) months.

## **Section 4. Termination.**

A. District reserves the right to terminate or cancel this Agreement upon thirty (30) days written notice if (i) the District determines, in its sole and absolute discretion, to terminate the contract for convenience; or (ii) if Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District.

Contractor may terminate this Agreement for convenience upon thirty (30) days advance notice to District. Notice of termination shall be provided in accordance with Section 7.

B Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

1. Cease the performance of all Services under this Agreement; and
2. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
3. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
4. Complete performance of such part of the Services as shall not have been terminated by the notice of termination; and
5. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
6. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the termination date; and
7. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

C. The total sum to be paid to the Contractor upon termination shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of any Services not terminated. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

**Section 5. Contractor's Acceptance of Conditions.** Contractor has carefully examined the described District-owned or controlled properties and improvements identified in Composite Exhibit A where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions in order that all costs pertaining to the Services have be included in this Agreement.

**Section 6. Contract Documents.** This Agreement shall include this instrument and attached Composite Exhibit A.

**Section 7. Notices.** Whenever any party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier, or hand-delivery with a receipt for written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

DISTRICT: Bellagio Community Development District  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to: District Counsel  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

CONTRACTOR: 5 Star Pools, Inc.  
8291 NW 38<sup>th</sup> Street  
Cooper City, Florida 33024  
Attention: President

**Section 8. Compliance with Laws.** Contractor shall be familiar with and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

**Section 9. Insurance.**

A. Contractor shall provide and maintain during the life of this Agreement "Worker's Compensation Insurance" for all of his employees employed at the site of the Work and, in case any Work is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous Work under this Contract at the site of project are not protected under Chapter 440, Florida Statutes, the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

B. The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect him, and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also



provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Work, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Insurance shall be provided by and maintained by Contractor at its expense with a limit of \$1,000,000.00 a policy of Comprehensive General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability, as well as Automobile Liability Insurance with a limit of \$500,000.00. The District shall be named as an additional insured. In addition, Contractor shall maintain at its expense Worker's Compensation Insurance in accordance with Florida law.

D. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.

E. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain provisions stating that (a) the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District, and (b) lists the District as an ADDITIONAL INSURED.

#### **Section 10. Indemnification.**

A. Contractor shall indemnify, defend, and save harmless the District, its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten

dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this Article.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Article X of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

#### **Section 11. Protection of Property and Public.**

Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Services, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**Section 12. Authority of District.** District shall have the authority to suspend the Services wholly or in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by District or for whatever reason deemed necessary by District. The Contractor shall not suspend the Services without written authorization of the District.

**Section 13. Examination of Work.** It is Contractor's responsibility to perform the Services in all details in accordance with this Agreement, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Any failure by the District to discover defects or deficiencies in the Services of the Contractor shall not release Contractor from its liability therefore to the District, or any other party for any such defect or deficiency.

**Section 14. Defective Work.**

Within fourteen (14) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified, shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default.

All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him.

**Section 15. Extra Work.** Contractor shall do all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the Agreement for work of a similar nature and character. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor. However, if the Contractor and District fail to agree on an equitable price for any Extra Work ordered, District may have the Extra Work performed by another contractor, vendor, or provider.

**Section 16. Acts of God and Others.** Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado and acts of others over which the Contractor has no control or supervision.

**Section 17. Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**GOVERNMENTAL MANAGEMENT SERVICES-  
SOUTH FLORIDA, LLC  
5385 N. NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954) 721-8681  
EMAIL: LHERNANDEZ@GMSSF.COM**

**Section 18 Miscellaneous Provisions.**

A. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

B. Employees of Contractor. The Contractor shall at all times enforce strict discipline and good order among his employees and the employees of any subcontractors, and shall not employ on the Services an unfit person or anyone not skilled in the Services assigned to him or her. Subcontractors whose work is unsatisfactory to the District or who are considered as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Services thereafter. No liquor,

alcoholic beverages, or narcotics shall be allowed on the site of the Services. All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Services included in this Agreement.

C. Sales Tax and Excise Tax. The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to Contractor upon request. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

D. Assignment. No assignment by Contractor of this Agreement or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior written approval of the District.

E. Amendments. No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

F. No Third-Party Beneficiary. Neither Contractor nor the District intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement.

G. Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor.

H. Ambiguities. Any ambiguity or uncertainties in the Services shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

I. Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

K. Extent of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the

terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. All prior agreements between the District and Contractor are hereby canceled and replaced with this Agreement.

L. Attorney's Fees. To the extent permitted by law, in the event that either party brings suit for enforcement of this Agreement, each party shall bear their sum of attorney's fees and court costs.

M. Exhibits. Each of the Contract Documents referred to in Section 6 herein forms an essential part of this Agreement. The Contract Documents, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

N. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

O. Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the Services by the District as in compliance with terms of this Agreement and related specifications covering said Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Services required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with this Agreement of such failure to perform said Services to recover reasonable cost for such Services from the Contractor or, reduce the sums of money due Contractor by the cost of such Services. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

P. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect, followed in priority by Composite Exhibit A.

Q. Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date.

Attest:

**BELLAGIO COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2017

Witness:

**5 STAR POOLS., a Florida  
Corporation**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2017

(CORPORATE SEAL)



**COMPOSITE EXHIBIT A**

**From:** Leonardo Sandoval [mailto:leo@dessentialsinc.com]  
**Sent:** Monday, October 30, 2017 1:27 PM  
**To:** Juliana Duque; Paula Villabonna  
**Subject:** Re: Bellagio CDD- Clubhouse project

Juliana

We are waiting for final review after previous approval.  
See review status below.

Regards

**Project Number:** 2017-2711                      **Application Type:** Building  
**Applicant Name:** A K Constructions & Designs, Inc.                      **Status:** On Review  
**Address:** 8700 W 35 CT                      **Contractor Name:** Alberto Palomino  
**Scope:** Addition                      **Occupancy:** Commercial  
**Description:** Interior Exterior

Reviews		Permits & Inspections			
Date Created	Date Reviewed	Review Type	Review Status	Department	Remarks
10/30/2017	10/30/2017	REWORK 1 FI	Assigned	FI	NEW SHEETS
10/30/2017	10/30/2017	REWORK 1 ZN	Approved	ZN	
10/30/2017	10/30/2017	REWORK 2 BD	Assigned	BD	NEW SHEETS AFTER APPROVAL
10/30/2017	10/30/2017	REWORK 2 EL	Assigned	EL	NEW SHEETS
10/10/2017	10/27/2017	REWORK 2 FL	Approved	FL	
10/10/2017	10/11/2017	REWORK 2 ST	Approved	ST	
10/4/2017	10/4/2017	Plans Pickup 2	Pickup	PP	TONY
9/5/2017	9/28/2017	REWORK 1 FL	Rejected	FL	* Provide plans that are signed & sealed. Digitally signed are not acceptable at this time.
8/30/2017	9/5/2017	REWORK 1 BD	Approved	BD	ismael naranjo
8/29/2017	8/30/2017	REWORK 1 EL	Approved	EL	



## LEONARDO SANDOVAL

ARCHITECT AND

INTERIOR DESIGN CONSULTANT

D-Essentials, Inc

218 S Dixie Hwy

Hallandale Beach, FL 33009

[www.dessentialsinc.com](http://www.dessentialsinc.com)

Tel: (954) 652-9555

# Bellagio Community Development District

## Summary of Invoices

November 6, 2017

<b>Fund</b>	<b>Date</b>		<b>Amount</b>
<i>General</i>	9/26/17	412-423	\$ 43,678.20
<i>General</i>	10/27/17	424-432	\$ 18,285.51
<b>Total Invoices for Approval</b>			<b>\$ 61,963.71</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/26/17	00027	8/28/17	1A29829	201708	330	57200	52000			*	175.58		
			MISC SUPPLIES - 08/28/17										
		9/07/17	1A29859	201709	330	57200	52000			*	139.24		
			MISC SUPPLIES - 09/07/17										
			ALL GREEN CHEMICAL, INC.										
												314.82	000412
9/26/17	00015	8/31/17	254592-0	201708	310	51300	48000			*	70.08		
			NOTICE OF REVISE MTG DATE										
		9/05/17	254420-0	201709	310	51300	48000			*	80.40		
			NOTICE OF MTG DATES										
		9/22/17	260269-0	201709	310	51300	48000			*	71.48		
			NOTICE OF SP MTG										
			ALM MEDIA, LLC										
												221.96	000413
9/26/17	00007	8/31/17	144058	201708	310	51300	31500			*	500.00		
			AUG 2017 - LEGAL SERVICES										
			BILLING, COCHRAN, LYLES, MAURO &										
												500.00	000414
9/26/17	00019	9/21/17	192476-0	201709	330	57200	43100			*	254.97		
			8700 W 35 CT - WATER SVC										
			CITY OF HIALEAH										
												254.97	000415
9/26/17	00020	9/10/17	3065679-	201709	330	57200	41500			*	523.51		
			SERVICE THRU 09/20-10/19										
			COMCAST										
												523.51	000416
9/26/17	00006	9/13/17	6176	201709	300	15500	10000			*	19,803.00		
			FY 2018 INSURANCE										
			EGIS INSURANCE & RISK ADVISORS										
												19,803.00	000417
9/26/17	00025	8/17/17	1979	201708	330	57200	46100			*	1,552.50		
			RMV/INSTALL FILTER PANELS										
		9/01/17	2018	201709	330	57200	46100			*	1,200.00		
			SEPT 2017 - CLEANING SVCS										
		9/17/17	2102	201709	330	57200	46100			*	375.00		
			DEEP CLEAN/DISINFECT-IRMA										
			ELITE POOL & SPA SERVICES										
												3,127.50	000418
9/26/17	00021	9/15/17	67578-09	201709	330	57200	43000			*	1,257.51		
			8700 W 35TH CT #CLUBHOUSE										
			FPL										
												1,257.51	000419
9/26/17	00028	9/01/17	72324	201709	330	57200	49300			*	211.34		
			SEPT 2017 - REFUSE SVCS										
			GREAT WASTE & RECYCLING										
												211.34	000420

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/26/17	00024	9/01/17	C-081771	201709 330-57200-34000		*	1,170.00		
			SEPT 17	- SVC ADMIN MGMT					
9/01/17		9/01/17	C-081771	201709 330-57200-46300		*	2,396.33		
			SEPT 17	- HOUSEKEEPING					
9/01/17		9/01/17	C-081771	201709 330-57200-34000		*	5,200.00		
			SEPT 17	- CLUB ATTENDANT					
9/01/17		9/01/17	C-081771	201709 330-57200-34200		*	3,489.20		
			SEPT 17	- POOL ATTENDANT					
9/01/17		9/01/17	C-081771	201709 330-57200-34000		*	3,231.56		
			SEPT 17	- ON-SITE MGMT					
9/01/17		9/01/17	C-081771	201709 330-57200-34000		*	244.50		
			SEPT 17	- HEALTH INS					
					MIAMI MANAGEMENT, INC.			15,731.59	000421
9/26/17	00018	9/08/17	50502801	201709 330-57200-44000		*	82.00		
			SEPT 17	- COPIER					
					RICOH USA, INC.			82.00	000422
9/26/17	00052	8/02/17	170760	201708 330-57200-46200		*	825.00		
			AUG 2017	- LANDSCAPE SVCS					
9/05/17		9/05/17	1709024	201709 330-57200-46200		*	825.00		
			SEPT 17	- LANDSCAPE SVCS					
					SOUTHEAST LANDSCAPING II, INC.			1,650.00	000423
10/27/17	00015	10/19/17	26520510	201710 310-51300-48000		*	215.84		
				NOTICE OF LO & REG MTG					
					ALM MEDIA, LLC			215.84	000424
10/27/17	00019	10/16/17	192476-1	201710 330-57200-43100		*	59.00		
			OCT 2017	- REFUSE SVCS					
					CITY OF HIALEAH			59.00	000425
10/27/17	00020	10/10/17	3065679-	201710 330-57200-41500		*	523.60		
			OCT 2017	- CABLE/INTERNET					
					COMCAST			523.60	000426
10/27/17	00003	10/03/17	59494165	201709 310-51300-42000		*	17.49		
				DELIVERIES THRU 10/03/17					
					FEDEX			17.49	000427
10/27/17	00040	10/02/17	1924	201710 330-57200-49400		*	62.00		
				PARTY SUPPLIES					
					FOUR J PARTY			62.00	000428
10/27/17	00021	10/16/17	67578-10	201710 330-57200-43000		*	1,271.15		
				8700 W 35TH CT #CLUBHOUSE					
					FPL			1,271.15	000429

BELL --BELLAGIO-- IARAUJO

\*\*\* CHECK DATES 09/01/2017 - 10/30/2017 \*\*\*  
 BELLAGIO CDD - GENERAL FUND  
 BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/27/17	00028	10/01/17	75315	2017	09	330-57200-49300				*	111.50		
			ADD'TL PICK UP-HURRICANE										
		10/01/17	75315-10	2017	10	330-57200-49300				*	211.34		
			OCT 2017 - REFUSE SERVICE										
			GREAT WASTE & RECYCLING										
												322.84	000430
10/27/17	00024	10/01/17	C-091789	2017	10	330-57200-34000				*	1,170.00		
			OCT 2017 - SVC ADMIN MGMT										
		10/01/17	C-091789	2017	10	330-57200-46300				*	2,396.33		
			OCT 2017 - HOUSEKEEPING										
		10/01/17	C-091789	2017	10	330-57200-34000				*	5,200.00		
			OCT 2017 - CLUB ATTENDANT										
		10/01/17	C-091789	2017	10	330-57200-34200				*	3,489.20		
			OCT 2017 - POOL ATTENDANT										
		10/01/17	C-091789	2017	10	330-57200-34000				*	3,231.56		
			OCT 2017 - ONSITE MGMT										
		10/01/17	C-091789	2017	10	330-57200-34000				*	244.50		
			OCT 2017 - HEALTH INS										
			MIAMI MANAGEMENT, INC.										
												15,731.59	000431
10/27/17	00018	10/08/17	50507310	2017	10	330-57200-44000				*	82.00		
			OCT 2017 - RICOH COPIER										
			RICOH USA, INC.										
												82.00	000432
			TOTAL FOR BANK A										
											61,963.71		
			TOTAL FOR REGISTER										
											61,963.71		

**Bellagio**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
September 30, 2017

	<u>Major Funds</u>			<b>Totals Governmental Funds</b>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<b><u>ASSETS:</u></b>				
Cash	\$25,552	---	---	\$25,552
Investments:				
<b><u>Series 2013</u></b>				
Reserve	---	\$334,092	---	\$334,092
Revenue	---	\$419,170	---	\$419,170
Construction	---	---	\$41	\$41
<b><u>Series 2016</u></b>				
Reserve	---	\$201,286	---	\$201,286
Revenue	---	\$277,409	---	\$277,409
Interest	---	\$2	---	\$2
Acq & Construction	---	---	\$70,799	\$70,799
COI	---	---	\$939	\$939
Acquisition	---	---	\$75	\$75
Prepaid Expenses	\$19,803	---	---	\$19,803
<b>TOTAL ASSETS</b>	<u>\$45,355</u>	<u>\$1,231,960</u>	<u>\$71,855</u>	<u>\$1,349,169</u>
<b><u>LIABILITIES:</u></b>				
Accounts Payable	\$3,517	---	---	\$3,517
<b>FUND BALANCES:</b>				
Nonspendable				
Prepaid Items	\$19,803	---	---	\$19,803
Restricted for Debt Service	---	\$1,231,960	---	\$1,231,960
Restricted for Capital Projects	---	---	\$71,855	\$71,855
Unassigned	\$22,035	---	---	\$22,035
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<u>\$45,355</u>	<u>\$1,231,960</u>	<u>\$71,855</u>	<u>\$1,349,169</u>

**Bellagio**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**General Fund**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 09/30/17	ACTUAL THRU 09/30/17	VARIANCE
<b>Revenues</b>				
Maintenance Assessments	\$452,878	\$452,878	\$433,331	(\$19,547)
Facility Rental Fees	\$0	\$0	\$3,430	\$3,430
Replacement Keys	\$0	\$0	\$1,365	\$1,365
Misc. Income	\$0	\$0	\$1,900	\$1,900
<b>TOTAL REVENUES</b>	<b>\$452,878</b>	<b>\$452,878</b>	<b>\$440,025</b>	<b>(\$12,853)</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Supervisor Fees	\$8,000	\$8,000	\$3,000	\$5,000
FICA Expense	\$612	\$612	\$230	\$383
Engineering	\$5,000	\$5,000	\$660	\$4,340
Arbitrage	\$650	\$650	\$650	\$0
Dissemination	\$2,000	\$2,000	\$2,000	(\$0)
Attorney	\$13,800	\$13,800	\$17,641	(\$3,841)
Assessment Roll	\$2,000	\$2,000	\$2,000	\$0
Auditing	\$5,400	\$5,400	\$5,400	\$0
Trustee Fees	\$7,000	\$7,000	\$7,000	\$0
Management Fees	\$30,000	\$30,000	\$30,000	\$0
Computer Time	\$500	\$500	\$500	(\$0)
Telephone	\$105	\$105	\$16	\$89
Postage	\$750	\$750	\$238	\$512
Printing & Binding	\$1,500	\$1,500	\$887	\$613
Insurance	\$6,188	\$6,188	\$6,188	\$0
Legal Advertising	\$2,000	\$2,000	\$308	\$1,692
Other Current Charges	\$500	\$500	\$468	\$32
Website Compliance	\$500	\$500	\$500	(\$0)
Office Supplies	\$150	\$150	\$94	\$56
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Discounts and Collections	\$22,644	\$22,644	\$19,022	\$3,622
<b>TOTAL ADMINISTRATIVE</b>	<b>\$109,474</b>	<b>\$109,474</b>	<b>\$96,977</b>	<b>\$12,497</b>
<i>Clubhouse</i>				
Water	\$7,200	\$7,200	\$3,817	\$3,383
Landscape Maintenance	\$14,400	\$14,400	\$11,775	\$2,625
Management Fees - Front Desk & Director	\$175,000	\$175,000	\$119,499	\$55,501
Pool Attendants	\$0	\$0	\$41,894	(\$41,894)
Security	\$0	\$0	\$1,260	(\$1,260)
Access Control	\$2,000	\$2,000	\$2,105	(\$105)
Telephone	\$2,400	\$2,400	\$0	\$2,400
Cable/Internet Services	\$3,120	\$3,120	\$6,306	(\$3,186)
Electric	\$21,600	\$21,600	\$15,433	\$6,167
Office Supplies/Clubhouse Supplies	\$2,400	\$2,400	\$6,149	(\$3,749)
Insurance	\$20,000	\$20,000	\$13,615	\$6,385



**Bellagio**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**General Fund**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2017

	ADOPTED BUDGET	PRORATED THRU 09/30/17	ACTUAL THRU 09/30/17	VARIANCE
Repairs & Maintenance	\$2,400	\$2,400	\$9,929	(\$7,529)
Pool & Spa Maintenance	\$14,400	\$14,400	\$21,692	(\$7,292)
Pool & Spa Permit	\$600	\$600	\$375	\$225
Pool & Spa Repairs	\$2,400	\$2,400	\$0	\$2,400
Janitorial Services	\$24,000	\$24,000	\$28,953	(\$4,953)
Janitorial Supplies	\$3,600	\$3,600	\$0	\$3,600
Fitness Equipment Maintenance	\$1,500	\$1,500	\$1,019	\$481
Fitness Equipment Repair	\$2,000	\$2,000	\$0	\$2,000
Contingencies	\$9,225	\$9,225	\$7,037	\$2,188
Refuse Service	\$2,400	\$2,400	\$2,647	(\$247)
Special Events	\$3,000	\$3,000	\$2,621	\$379
Alarm Monitoring	\$1,500	\$1,500	\$0	\$1,500
Air Conditioning Maint Contract	\$3,500	\$3,500	\$0	\$3,500
Landscape Replacement	\$9,000	\$9,000	\$0	\$9,000
Pest Control	\$1,200	\$1,200	\$0	\$1,200
Replacements	\$4,559	\$4,559	\$4,546	\$13
Operating Reserve	\$10,000	\$10,000	\$0	\$10,000
<b>TOTAL CLUBHOUSE</b>	<b>\$343,404</b>	<b>\$343,404</b>	<b>\$300,674</b>	<b>\$42,730</b>
<b>TOTAL EXPENDITURES</b>	<b>\$452,878</b>	<b>\$452,878</b>	<b>\$397,651</b>	<b>\$55,227</b>
EXCESS REVENUES (EXPENDITURES)	<b>\$0</b>		<b>\$42,375</b>	
FUND BALANCE - Beginning	<b>\$0</b>		<b>(\$537)</b>	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$41,838</b>	

**Bellagio**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND - SERIES 2013**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 09/30/17</u>	<u>ACTUAL THRU 09/30/17</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Special Assessments	\$638,923	\$638,923	\$669,578	\$30,655
Interest Income	\$0	\$0	\$4,027	\$4,027
<b><i>TOTAL REVENUES</i></b>	<u>\$638,923</u>	<u>\$638,923</u>	<u>\$673,605</u>	<u>\$34,682</u>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2013</u></b>				
Interest Expense - 11/1	\$271,500	\$271,500	\$271,500	\$0
Principal Expense - 11/1	\$120,000	\$120,000	\$120,000	\$0
Interest Expense - 05/1	\$267,900	\$267,900	\$267,900	\$0
<b><i>TOTAL EXPENDITURES</i></b>	<u>\$659,400</u>	<u>\$659,400</u>	<u>\$659,400</u>	<u>\$0</u>
Excess Revenues (Expenditures)	<u>(\$20,477)</u>		<u>\$14,205</u>	
FUND BALANCE - Beginning	\$441,568		\$739,057	
FUND BALANCE - Ending	<u>\$421,091</u>		<u>\$753,262</u>	

**Bellagio**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND - SERIES 2016**

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 09/30/17</u>	<u>ACTUAL THRU 09/30/17</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Special Assessments	\$401,151	\$401,151	\$403,414	\$2,263
Interest Income	\$0	\$0	\$2,433	\$2,433
<b><i>TOTAL REVENUES</i></b>	<u>\$401,151</u>	<u>\$401,151</u>	<u>\$405,846</u>	<u>\$4,695</u>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016</u></b>				
Interest Expense - 11/1	\$146,575	\$146,575	\$146,575	\$0
Principal Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 05/1	\$128,075	\$128,075	\$128,075	\$0
<b><i>TOTAL EXPENDITURES</i></b>	<u>\$274,650</u>	<u>\$274,650</u>	<u>\$274,650</u>	<u>\$0</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$126,501</u>		<u>\$131,197</u>	
FUND BALANCE - Beginning	\$146,754		\$347,501	
FUND BALANCE - Ending	<u>\$273,255</u>		<u>\$478,698</u>	

# Bellagio

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND - SERIES 2013

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending September 30, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 09/30/17</u>	<u>ACTUAL THRU 09/30/17</u>	<u>VARIANCE</u>
<b>REVENUES:</b>				
Interest Income	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>EXPENDITURES:</b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$0</u>		<u>\$0</u>	
FUND BALANCE - Beginning	\$0		\$41	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$41</u>	

# Bellagio

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND - SERIES 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending September 30, 2017

	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 09/30/17</u>	<u>ACTUAL THRU 09/30/17</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$499	\$499
<b><i>TOTAL REVENUES</i></b>	<u>\$0</u>	<u>\$0</u>	<u>\$499</u>	<u>\$499</u>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$73,468	(\$73,468)
Cost of Issuance	\$0	\$0	\$645	(\$645)
<b><i>TOTAL EXPENDITURES</i></b>	<u>\$0</u>	<u>\$0</u>	<u>\$74,113</u>	<u>(\$74,113)</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$0</u>		<u>(\$73,614)</u>	
FUND BALANCE - Beginning	\$0		\$145,427	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$71,814</u>	

# BELLAGIO

## COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<b><u>Series 2013 Special Assessment Bonds</u></b>	
Original Issue Amount:	<b>\$8,730,000</b>	
Interest Rate:	6.00%	\$2,250,000.00
Maturity Date:	November 1, 2027	
Interest Rate:	6.50%	\$6,480,000.00
Maturity Date:	November 1, 2043	
Reserve Fund Requirement:	Lesser of: <b>(i) Max Annual Debt Service for Bonds Outstanding</b> (ii) 125% of Average Debt Service for Bonds Outstanding (iii) 10% of Original proceeds	
Bonds outstanding - 9/30/14		\$8,730,000
Less: 11/1/2014		(\$105,000)
11/1/2015		(\$115,000)
11/1/2016		(\$120,000)
Current Bonds Outstanding:		<b><u><u>\$8,390,000</u></u></b>

Bond Issue:	<b><u>Series 2016 Special Assessment Bonds</u></b>	
Original Issue Amount:	<b>\$6,950,000</b>	
Interest Rate:	2.00%	\$1,575,000.00
Maturity Date:	November 1, 2026	
Interest Rate:	3.75%	\$980,000.00
Maturity Date:	November 1, 2031	
Interest Rate:	4.00%	\$1,180,000.00
Maturity Date:	November 1, 2026	
Interest Rate:	4.13%	\$3,215,000.00
Maturity Date:	November 1, 1946	
Reserve Fund Requirement:	50% of Max Annual Debt Service	
Bonds outstanding - 3/25/16		\$6,950,000
Current Bonds Outstanding:		<b><u><u>\$6,950,000</u></u></b>

# Bellagio

Community Development District  
Tax Collections  
Fiscal Year Ending September 30, 2017

On Roll Assessments:

Date Received	Gross Tax Received	Discounts/ Penalties	Commissions	Interest	Net Amount Received	\$ 411,927.11 \$433,607.48 General Fund 27.85%	\$ 665,823.24 700,866.57 Debt Ser 2013 45.02%	\$ 401,151.47 422,264.70 Debt Ser 2016 27.12%	\$ 1,478,901.81 1,556,738.75 Total 100.00%	Net Gross
12/1/2016	\$ 129,314.32	\$ 5,120.82	\$ 1,293.12	\$ -	\$ 122,900.38	\$ 34,232.16	\$ 55,331.55	\$ 33,336.67	\$ 122,900.38	
12/2/2016	\$ 68,129.38	\$ 2,712.47	\$ 681.28	\$ -	\$ 64,735.63	\$ 18,031.19	\$ 29,144.93	\$ 17,559.51	\$ 64,735.63	
12/14/2016	\$ 1,112,832.99	\$ 44,068.05	\$ 11,128.36	\$ -	\$ 1,057,636.58	\$ 294,589.66	\$ 476,163.47	\$ 286,883.46	\$ 1,057,636.58	
12/22/2016	\$ 18,594.17	\$ 683.82	\$ 185.95	\$ -	\$ 17,724.40	\$ 4,936.88	\$ 7,979.78	\$ 4,807.74	\$ 17,724.40	
12/23/2016	\$ 27,053.55	\$ 912.11	\$ 270.54	\$ -	\$ 25,870.90	\$ 7,205.97	\$ 11,647.46	\$ 7,017.47	\$ 25,870.90	
1/7/2017	\$ 40,673.85	\$ 1,207.98	\$ 406.74	\$ -	\$ 39,059.13	\$ 10,879.37	\$ 17,584.99	\$ 10,594.77	\$ 39,059.13	
1/27/2017	\$ -	\$ -	\$ -	\$ 116.57	\$ 116.57	\$ 32.47	\$ 52.48	\$ 31.62	\$ 116.57	
2/10/2017	\$ 30,435.15	\$ 656.53	\$ 304.33	\$ -	\$ 29,474.29	\$ 8,209.65	\$ 13,269.76	\$ 7,994.89	\$ 29,474.29	
3/16/2017	\$ 45,749.47	\$ 506.82	\$ 457.50	\$ -	\$ 44,785.15	\$ 12,474.27	\$ 20,162.93	\$ 12,147.95	\$ 44,785.15	
4/21/2017	\$ 30,678.65	\$ (786.14)	\$ 306.79	\$ -	\$ 31,158.00	\$ 8,678.62	\$ 14,027.79	\$ 8,451.59	\$ 31,158.00	
5/5/2017	\$ -	\$ -	\$ -	\$ 22.78	\$ 22.78	\$ 6.35	\$ 10.26	\$ 6.18	\$ 22.78	
5/26/2017	\$ 16,051.32	\$ (481.55)	\$ 165.33	\$ -	\$ 16,367.54	\$ 4,558.95	\$ 7,368.91	\$ 4,439.69	\$ 16,367.54	
6/16/2017	\$ 20,206.14	\$ (606.18)	\$ 208.12	\$ -	\$ 20,604.20	\$ 5,739.01	\$ 9,276.31	\$ 5,588.88	\$ 20,604.20	
6/30/2017	\$ 16,225.68	\$ (730.15)	\$ 169.56	\$ -	\$ 16,786.27	\$ 4,675.58	\$ 7,557.42	\$ 4,553.27	\$ 16,786.27	
7/19/2017	\$ -	\$ -	\$ -	\$ 58.77	\$ 58.77	\$ 58.77	\$ -	\$ -	\$ 58.77	
					\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 1,555,944.67</b>	<b>\$ 53,264.58</b>	<b>\$ 15,577.62</b>	<b>\$ 198.12</b>	<b>\$ 1,487,300.59</b>	<b>\$ 414,308.87</b>	<b>\$ 669,578.03</b>	<b>\$ 403,413.69</b>	<b>\$ 1,487,300.59</b>	<b>100.57%</b>

	v# 10 To Debt Service	v# 60 To Debt Service	Check Number
12/6/2016	\$ 560,653.45	\$ 337,787.78	236/237
12/15/2016	\$ 7,979.79	\$ 4,807.73	245/246
2/14/2017	\$ 29,218.94	\$ 17,604.11	279/280
3/23/2017	\$ 33,432.69	\$ 20,142.84	303/304
4/7/2017	\$ 52.48	\$ 31.62	314/315
6/28/2017	\$ 30,683.26	\$ 18,486.34	366/367
7/21/2017	\$ 7,557.42	\$ 4,553.27	379/380
	<u>\$ 669,578.03</u>	<u>\$ 403,413.69</u>	
Bal to Transfer	\$ 0.00	\$ (0.00)	