



**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

*Advanced Meeting Package*

*Regular Meeting*

*Date/Time:*

*Thursday*

*February 23, 2023*

*9:30 a.m.*

*Location:*

*Solterra Resort Amenity Center*

*5200 Solterra Blvd.,*

*Davenport, FL 33837*

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval or adoption.*

# Solterra Resort Community Development District

c/o DPF Management & Consulting LLC

250 International Parkway, Suite 208

Lake Mary, FL 32746

321-263-0132 x742

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Board of Supervisors  
Solterra Resort Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District is scheduled for **Thursday, February 23, 2023 at 9:30 a.m.** at **Solterra Resort Amenity Center – 5200 Solterra Blvd., Davenport, FL 33837.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 749 or [lkrause@dpfgmc.com](mailto:lkrause@dpfgmc.com). We look forward to seeing you at the meeting.

Sincerely,

*Larry Krause*

Larry Krause  
District Manager

Cc: Attorney  
Engineer  
District Records

# SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, February 23, 2023  
Time: 9:30 a.m.  
Location: Solterra Resort Amenity Center  
5200 Solterra Boulevard  
Davenport, Florida 33837

[Join Via Computer or Mobile App](#)  
Dial-in Number: 1-904-348-0776  
Phone Conference ID: 862 156 243#  
(Mute/Unmute: \*6)

## Agenda

For the full agenda packet, please contact: [sconley@dpfgmc.com](mailto:sconley@dpfgmc.com)

### I. Roll Call:

S1: Karan Wienker  
(Chair)

S2: Sharon Harley

S3: Connie Osner

S4: Anthony Crawford

S5: Ariane Casanova  
(Vice Chair)

### II. Audience Comments – Agenda Items

(Limited to 3 minutes per individual for agenda items)

### III. Presentation on Bond Series 2013 Refinancing – FMS Bonds

*Under Separate Cover*

### IV. Security System Shade Meeting

### V. Business Items

- A. Consideration and Approval for Kimley-Horn Engineering to Proceed with Traffic Relief Concept Plans [Exhibit 1](#)
- B. Consideration of Remote Monitoring Service Proposals [Exhibit 2- Under Separate Cover](#)
  - 1. DwellingLIVE – *Previously Presented*
  - 2. Tekwave Solutions – *Previously Presented*
- C. **Vendor Reports**
  - 1. Aquatic Maintenance – *Steadfast Environmental* [Exhibit 3](#)
  - 2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*
  - 3. Amenity Manager – Kyla Semino, Evergreen Lifestyles Management
    - a. Consideration of Spies CAT Controller Lease Agreement - \$5,400/yr [Exhibit 4](#)
    - b. Consideration of Envera Proposal for Lazy River Camera DVR, Router and Switch Replacement - \$5,111.00 [Exhibit 5](#)
    - c. Consideration of Pest Control Proposals [Exhibit 6](#)
      - i. Action Environmental Services – Previously Presented
      - ii. Florida Pest Control Proposal: Installation - \$7,268 plus \$895/month
      - iii. Massey – Previously Presented
    - d. Ratification of Amended Printer Lease for Xerox VersaLink C7130T2 - \$312/month [Exhibit 7](#)
  - 4. HOA Management – *Evergreen Lifestyles Management*
- D. Discussion on Café Costs and Benefits [Exhibit 8](#)



**V. Business Items (Continued)**

- E. Discussion on Policies and Procedures [Exhibit 9](#)
  - 1. Polk County Fire Department Maximum Occupancy (Patio: 80/Clubhouse: 50) [Exhibit 10](#)
  - 2. Polk County Health Department Bathing Loads (Lazy River: 120; Spa: 11; Pool: 180)
- F. Discussion on Policy for Proper Use of Surplus Property Policy
- G. Discussion on Adding Amenities
- H. Discussion on Non-Solicitation Policy
- I. Discussion on Amending the Day and Time of the CDD Meetings

**VI. Staff Reports**

- A. District Counsel – *Meredith Hammock, KE Law Group*
- B. District Engineer – *Tonja Stewart, Stantec*
- C. District Manager – *Larry Krause, DPFPG*
  - 1. Field Operations Report [Exhibit 11](#)

**VII. Consent Agenda**

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 26, 2023 [Exhibit 12](#)
- B. Consideration for Acceptance – The January 2023 Unaudited Financial Report [Exhibit 13](#)

**VIII. Audience Comments – New Business**

*(Limited to 3 minutes per individual for non-agenda items)*

**IX. Supervisor Requests**

*(Includes Next Meeting Agenda Item Requests)*

**X. Action Items Summary**

*(To Be E-mailed to Supervisors and Staff)*

**XI. Next Meeting Quorum Check**

*Confirmation of Quorum for Next Meeting Scheduled for 9:30 a.m. on March 23, 2023 at the Solterra Resort Amenity Center (5200 Solterra Blvd., Davenport, FL 33837)*

**XII. Adjournment**



# EXHIBIT 1



February 10, 2023

Chairperson  
Solterra Resort Community Development District  
c/o DPF Management and Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

Re: Solterra Resort  
5200 Solterra Blvd, Davenport, FL 33837

Dear Chairperson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Solterra Resort Community Development District (“the Client”, or “the District”) for professional engineering services for the above referenced project. Our scope of services, schedule and fees are as follows:

## PROJECT UNDERSTANDING

Kimley-Horn understands the Client is requesting a proposal for conceptual site planning for a project located at 5200 Solterra Blvd, Davenport, Florida, 33837. Previous concepts were provided to the Client for additional queuing lanes on Pine Tree Trail. However, the Client wishes to explore options to relieve traffic concerns for the residents of the Solterra Resort.

Kimley-Horn has assumed the following in preparing this proposal:

- Boundary and Topographic Survey will be provided by Client.
- Civil and Landscape construction plans are not included in this proposal.
- Traffic studies, counts, and analyses are not included in this proposal.
- Permitting services are not included in this proposal.

Based on the above information, the following is our Scope of Services and Fees:

## SCOPE OF SERVICES

### **Task 1 – Conceptual Site Planning**

Kimley-Horn will prepare two conceptual site plans in AutoCAD utilizing the parcel boundaries from the Client provided boundary and topographic survey. The two options the Client wishes to analyze include moving the existing guardhouse further into the community to add stacking for visitors and creating a resident-only entrance on Bowen Road.

### **Task 2 – Meetings/Coordination**

Kimley-Horn will attend meetings and/or conference calls with the Client, design team, Utility Authority, and agencies having jurisdiction as requested by the Client to further analyze the two alternatives noted above.



## ADDITIONAL SERVICES

Based on the information of which we are aware, we have prepared a proposal that we believe to be comprehensive. In the event that an unforeseen issue(s) should arise, we remain available to provide additional services, as requested by you, on the basis of our hourly rates or an agreed upon lump sum amount. Potential services not addressed in this proposal are:

- Construction Documents
- Permitting Assistance
- Traffic Studies or Counts
- Traffic Impact Analysis

## INFORMATION PROVIDED BY THE CLIENT

The following information, upon which the consultant may rely, will be provided to Kimley-Horn by the Client or its representative:

- Boundary, Topographic and Tree Survey
- Record Drawings of the existing development

## CLIENT RESPONSIBILITIES

In addition to other responsibilities set out in this Agreement, the Client shall:

- Provide access to the project site(s) or other land which Kimley-Horn is conduct any field work in a timely manner.
- Provide prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of Kimley-Horn's performance.

## SCHEDULE

Kimley-Horn has the resources available to provide quality and timely service for this project. We understand that meeting schedules is critical to the success of this project. Kimley-Horn is committed to provide the resources necessary to meeting he schedule mutually agreed upon by the Client and Kimley-Horn and Associates, Inc. Kimley-Horn will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

## FEE AND BILLING

Kimley-Horn shall provide the services as outlined below:

TASKS		FEE
1	Conceptual Site Planning	Hourly
2	Meetings/Coordination	Hourly



All permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses will be billed at 115% of actual cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, plus expenses incurred as of the invoice date.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can provide a paper copy via regular mail, if requested. Please select a billing method from the choices below:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

### CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Agreement between The Solterra Resort Community Development District and Kimley-Horn and Associates, Inc. for Professional Engineering Services dated January 19, 2023, "Engineer" shall refer to **Kimley-Horn and Associates, Inc.**, and "District" shall refer to **Solterra Resort Community Development District**.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement below and return it to our office for further processing. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

#### KIMLEY-HORN AND ASSOCIATES, INC.



Kiana C. Nieves, E.I.  
Project Manager



Brooks A. Stickler, P.E.  
Vice President

Enclosure - Standard Provisions  
K:\ORL\_Civil\Proposals and Marketing\Proposals\CNS-Solterra Resort-5200 Solterra Blvd Davenport-2023-02-09.docx

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023

#### SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**AGREEMENT BETWEEN THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this 19 day of January 2023, by and between:

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, and whose mailing address is c/o DPF Management and Consulting, LLC 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, with a mailing address of 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 (“**Engineer**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District intends to employ Engineer to perform engineering planning and/or study activities related to certain roadway and parking improvement projects, including queuing lane expansion and parking area expansion and improvements (“**Improvement Projects**”); and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services related to the Improvement Projects; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering services related to the Improvement Projects, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in the engineering services and project(s) to which this Agreement applies and will give consultation and advice to the District during performance of the services; and

**WHEREAS**, this Agreement shall be for continuing professional services consistent with its terms and separate work authorizations negotiated hereunder.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. **SCOPE OF SERVICES.** The Engineer will provide professional engineering services relating to the Improvement Projects. The Engineer's general services for the District related to the Improvement Projects include:
  - a. Preparation of any necessary plans, reports, permits, and applications.
  - b. Performance of any other related professional services as requested by the Board.
  - c. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - d. Engineer shall, when authorized by the Board, provide general services related to construction of the Improvement Projects including, but not limited to:
    - i. Periodic visits to the site, or full-time construction management of the Improvement Projects.
    - ii. Processing of contractor's pay estimates.
    - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
    - iv. Final inspection and requested certificates for construction including the final certificate of construction.
    - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
    - vi. Any other activity related to construction as authorized by the Board.
  - e. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
  
2. **REPRESENTATIONS.** The Engineer hereby represents to the District that:
  - a. It has the experience and skill to perform the services required to be performed by this Agreement.
  - b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
  - c. It shall perform said services in accordance with generally accepted professional standards exercised by consultants performing the same or similar services in the same locality at the time the services are provided.
  - d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or task shall be authorized in writing by the District. Engineer shall request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization and will be made within thirty (30) days of District's receipt of Engineer's invoice. One of the following methods will be utilized:

- a. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services related to the Improvement Projects. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**7. SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on an hourly basis.



**8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**9. OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use; however, this provision shall not be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and



specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost provided as a service hereunder are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in **EXHIBIT B**.

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall perform all work and/or services with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

**18. INDEMNIFICATION.** Engineer agrees to indemnify and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of (i) One Million Dollars (\$1,000,000) per occurrence, or (ii) Two Million Dollars (\$2,000,000) aggregate. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**19. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**20. SOVEREIGN IMMUNITY.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**21. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from 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.
- c. 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 Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer 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.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/o DPGF MANAGEMENT AND CONSULTING, LLC 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, PHONE (321) 263-0132.**

**22. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**23. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the

Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**24. CONFLICTS OF INTEREST.** The Engineer shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**25. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**26. INDEPENDENT CONTRACTOR.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**27. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**28. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**29. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action brought relating to this Agreement shall be in Polk County, Florida.

**30. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**31. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

**32. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

**33. AGREEMENT.** This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A** or **Exhibit B**, this Agreement controls

**34. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

**A. If to District:** Solterra Resort Community Development District  
c/o DPFPG Management and Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:** KE Law Group  
2016 Delta Blvd, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**B. If to Contractor:** Kimley-Horn and Associates, Inc.  
189 South Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Attn: Brent Lenzen, P.E.

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

**35. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.


**36. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

*[Signature page follows]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**KIMLEY-HORN AND ASSOCIATES, INC.**

*Lindsey Tercilla, Esq.*  
\_\_\_\_\_  
By: Lindsey Tercilla, Esq.  
Its: In-House Counsel

**Exhibit A:** Rate Schedule  
**Exhibit B:** Insurance Certificate

**EXHIBIT A**  
**Rate Schedule**

*[See following page]*





**Kimley-Horn and Associates, Inc.**

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**Hourly Labor Rate Schedule**

<b>Classification</b>	<b>Rate</b>
Analyst	\$155 - \$230
Professional	\$230 - \$290
Senior Professional I	\$275 - \$375
Senior Professional II	\$365 - \$395
Senior Technical Support	\$170 - \$270
Support Staff	\$125 - \$150
Technical Support	\$125 - \$185

Effective through December 31, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



**EXHIBIT B**  
**Insurance Certificate**

*[See following pages]*





## DESCRIPTIONS (Continued from Page 1)

Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



EXHIBIT 2  
Security Information  
Distributed Under  
Separate Cover



# EXHIBIT 3





## Solterra Resort CDD Aquatics

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**Inspection Date:**

2/10/2023 12:39 PM

**Prepared by:**

Lee Smith

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM  
813-836-7940





# Inspection Report

## SITE: 11

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



### Comments:

Moderate amounts of surface and subsurface algae present throughout the pond.  
 Minor amounts of Torpedo grass present around the perimeter of the pond.  
 Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate    Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

## SITE: 12

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



### Comments:

Minor amounts of subsurface algae present throughout the pond. The main nuisance species observed here is Torpedo grass and other forms of grasses which are dominating the perimeter. Technicians will continue to monitor and treat accordingly.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate    Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	<input checked="" type="checkbox"/> Babytears	Chara
Hydrilla	Slender Spikerush	Other:	





# Inspection Report

**SITE: 13**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Surface algae is present in very minor amounts around the edge of the pond. This algae appears to have been treated recently and is currently decaying. No other issues were observed in this pond.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

**SITE: 14**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Shoreline grasses including Torpedo grass are present. Minor amounts of subsurface algae are present as well. Pond appears to be in great condition otherwise.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara



# Inspection Report

## SITE: 15

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



### Comments:

Shoreline grasses are present in minor amounts. It appears as if landscaping missed a section of grass just above the shoreline. Subsurface algae present in pond as well. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface	<input type="checkbox"/> Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

## SITE: 16

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



### Comments:

Moderate amounts of subsurface algae observed throughout the pond. Pond also contains beneficial Gulf Coast Spikerush, babytears, and torpedo grass around the perimeter. All nuisance species will be targeted by technicians during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface	<input type="checkbox"/> Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	N/A	<input type="checkbox"/> Minimal	<input checked="" type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input checked="" type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	





# Inspection Report

**SITE: 17**

Condition:    Excellent    Great    ✓Good    Poor    ✓Mixed Condition    ✓Improving



**Comments:**

One corner of pond contains a significant amount of surface algae. Surface algae is also present in minor amounts around the perimeter. Beneficial Gulf Coast Spikerush and Babytears were also observed around the perimeter. Technician will target this surface growth and will continue to monitor closely.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input checked="" type="checkbox"/> Babytears	<input type="checkbox"/> Chara
<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

**SITE: 18**

Condition:    Excellent    ✓Great    Good    Poor    Mixed Condition    ✓Improving



**Comments:**

Very minor amounts of surface and subsurface algae present throughout the pond. This is the only nuisance specie observed and it will be targeted during the next maintenance event.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	



# Inspection Report

**SITE: 19**

Condition:    Excellent    Great    ✓Good    Poor    ✓Mixed Condition    ✓Improving



**Comments:**

Pond is very mixed conditioned. One corner of pond contains a significant amount of surface and subsurface algae. Babytears and Torpedo grass are also present in minor amounts on this corner. Rest of pond contains minor amounts of algae throughout. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous Planktonic	<input checked="" type="checkbox"/> Surface Filamentous Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input checked="" type="checkbox"/> Babytears    Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:

**SITE: 20**

Condition:    Excellent    Great    ✓Good    Poor    ✓Mixed Condition    ✓Improving



**Comments:**

The main issue with this pond is the surface and subsurface algae growth. This growth dominates one section of the pond and pretty much the whole perimeter of the pond. Our technicians will make sure to target this algae during future maintenance events and will clear it up as much as possible.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous Planktonic	<input checked="" type="checkbox"/> Surface Filamentous Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears    Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:



## MANAGEMENT SUMMARY



With the arrival of February, temperatures continue to fluctuate between warm and cold. Mornings and night temperatures are still relatively cool (50-60), and daytime temperatures range from being a normal warm Florida day to a chilly, cloudy day. The growth rate for both algae and nuisance plants are still slower than usual as a result of the weather, giving technicians the ability to make headway in more overgrown areas. Rainfall events have been few and far between, and with only the occasional isolated event; the water levels of most ponds has decreased as a result of the recent weather. Decreased rainfall provides assistance in the growth of algae, as well as decreased nighttime temperatures extending the time it takes for treated algae to decay (beyond the usual 7-10 day period). It may look as though many types of vegetation are "dead" or "dying" but are simply awaiting the return of spring, where these species will return to life.

On this visit, nearly all ponds noted were in good or great condition. Nuisance grasses are still present in moderate amounts and will continue to be routinely treated. Some forms of vegetation that are present in the ponds are dormant due to the recent decreased temperatures. Shoreline grasses were noted and will be taken care of. Algae was present in significant amounts and will be a main focus for technicians going forward. Surface growth had already been treated and is showing signs of improvement. There are several ponds that are dominated by this algae growth currently, and our technicians will continue to treat accordingly to eradicate this growth as much as possible.

## RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along shorelines and within water.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!





MAINTENANCE AREA



# SOLTERRA RESORT CDD

Solterra Blvd, Davenport

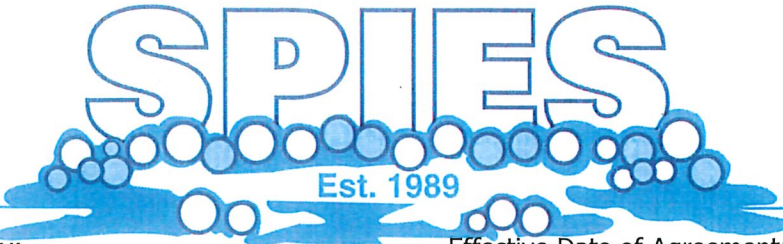
Gate Code:



# EXHIBIT 4



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



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

Name and Address of Facility:  
 Solterra  
 4049 Oaktree Drive  
 Davenport, FL 33837

Effective Date of Agreement: 11/01/2022

This CAT CONTROLLER LEASE AGREEMENT (hereinafter referred to as the "Agreement"), entered into effective as of the date indicated hereinabove, is made between Spies Pool LLC, a Florida corporation and the party designated hereinabove (hereinafter referred to as the "Facility")

**\*Services.** Spies Pool LLC will install and maintain (3) CAT2000 CONTROLLER[s], one on the Pool, one on spa and one on the Lazy River. This includes one Stenner feeder for the addition of chlorine and one Stenner feeder for addition of muriatic acid, 2 heavy duty probes, flow cell, flow switch and installation, on each body of water. Spies Pool LLC shall be solely responsible for the maintenance of such CAT2000 CONTROLLER[S], except for the occasional calibration adjustments to keep such CAT2000 CONTROLLER[S] in proper working order.

**\*Term.** The Agreement shall commence on the effective date indicated hereinabove and shall continue for as long as both parties are satisfied with the Agreement, and the facility buys all the needed pool chemicals from Spies Pool LLC

**\*Ownership of CAT CONTROLLER.** All ownership rights and title to the CAT2000 CONTROLLER shall belong and remain Spies Pool LLC. The Facility agrees not to remove the CAT2000 CONTROLLER from the Premises. In the event any employee or agent of the Facility damages any of the CAT2000 CONTROLLER, Spies Pool LLC shall make necessary repairs to, or replacement of, any such CAT2000 CONTROLLER and the Facility shall forthwith reimburse Spies Pool LLC for all reasonable costs of repair or replacement.

**\*Representations and Warranties.** Spies Pool LLC makes no representation or warranty with the respect to the use of the CAT2000 CONTROLLER, nor the Chemicals, including without limitation, regarding their suitability for the Facility's pool(s) or freedom from defects and will in no event assume any responsibility or liability arising out of the use of the CAT2000 CONTROLLER or Chemicals, including, without limitation, liability for any consequential damages or losses resulting from the use of the CAT2000 CONTROLLER and Chemicals, except for any liability, damages, or losses resulting from gross negligence or willful misconduct of Spies Pool LLC or any of its owners, officers, employees, or agent.

**\*Severability.** In case one or more of the provisions contained in the Agreement shall for any reason held to be invalid in any respect, such invalidity shall not affect any other provision in this Agreement

**\*Termination.** Either party, at its sole discretion, may terminate this agreement by giving the other party thirty (30) days written notice of its desire to terminate. If the facility chooses to terminate this agreement in less than 1 year, then a \$200 units installation fee will be charged.

**\*Monthly Payment:** \$450.00 (Plus Tax) for 3 CAT2000 CONTROLLER[S] and all the needed pool chemicals are purchased from SPIES POOL LLC.

Executed effective as of the date indicated on the hereinabove.  
 Spies Pool LLC

Facility: SOLTERRA

CP C043205  
 By: [Signature]  
 Title: Member  
 Date: 10/31/22

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

801 Sawdust Trail  
 Kissimmee, FL 34744



407-847-2771  
 Fax 407-847-8242



EXHIBIT 5  
Security Information  
Distributed Under  
Separate Cover



# EXHIBIT 6





**ACTION ENVIRONMENTAL SERVICES  
FLORIDA, LLC**

License #JB279391

[george@actionpestcontrolservices.com](mailto:george@actionpestcontrolservices.com)

(407)861-6707

# AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR

## SOLTERA RESORT CDD

- The technician will make a recommendation for through inspection of the property.
- making an assessment of the infestation and extent of the property and grounds.
- The report will list date and time of service, location of infestation, pest identification and structural damage.
- Service will be completed.
- Electronic reports contain all the necessary documentation for regulatory compliance.
- We can also provide backlogs of the report. Please consider this environment before scheduling it.

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



Pest control services will be provided by **Action Environmental Services**, through a specialized technician on a regular schedule program to treat, control, prevent and eliminate presence of Pharaoh Ants, Crazy Ants, Ghost Ants, Fire Ants, Cockroaches, Spiders, Wasp and Rats. Please note all other insects will be quoted separately.

How Action Environmental Services will work with you.

**MONTHLY** Treatment for the perimeter (within 5 feet) doors and first level windows of Clubhouse, Pool area, Lazy River area, Dumpsters, Lobby area, Fitness room, Kids playroom and Guard House will be treated as needed on a rotating basis to prevent and eliminate the entry of undesired pests and remove spider and wasp nest (up to 18 feet) on each schedule visit. We will also inspect and treat (within 20 feet) of the foundation eaves, beds and Ant Mounds according to the Monthly Rotation.

Our integrated pest management program will maintain pheromone impregnated biological zone monitors discreetly placed throughout the property. These traps are highly attracted to insects in close proximity and will be monitored on a regular rotating schedule for complete pinpoint control of pests throughout the property. Also, in this likely harborage area, insect bait will be injected into crack, crevices and wall voids. These controlled elements are naturally occurring substances which are approved by the Environmental Protection Agency and are most effective. They include citrus by products, flower and plant species that are naturally repellent to insects; Diatomaceous earth (fossilized microorganisms); minerals and naturally occurring borates; boric acid and polyborates (which are hydrostatically charged for long residual life.) Insect growth regulator's (birth control for insects) which are non-poisonous and offer long residual protection will be employed as well.

## **SERVICE REPORTS**

- The technician will make a recommendation list through inspection of the property, making an assessment of the interior and exterior of the property and grounds.
- The report will list date and time, all materials used, location of use, identify pests, sanitation and structural deficiencies.
- Reports will be sent electronically.
- Electronic reports contain all the necessary documentation for regulatory compliance.
- We can also provide hardcopies of the reports. Please consider the environment before requesting it.





**IMPORTANT:**

Sanitation is the first step in pest management. All areas must be in a clean and sanitary condition for these or any pest control program to be successful. A regular team of technicians will be assigned to this account for optimum knowledge of the account requirements. Access to all premises and lock areas must be arranged. Monthly evaluations will be provided. We will work closely with you, to ensure satisfaction. All calls will be responded the day off as long as they are reported before 5 PM. Any calls after 5 PM will be responded by the next day.

**INSURANCE**

Action Environmental Services in accordance with chapter 482.071 (4) Florida Statutes, states, that each person making application for a pest control business license or renewal thereof must furnish to that department a certificate of insurance that meets the requirements for financial responsibility for bodily injury and property damage. Upon request we will furnish a certificate of insurance.

**QUALITY AND SATISFACTION:**

We will always treat the interior and exterior of your structure with the appropriate materials, remove spiderwebs and wasp nests within reach.

You are not just another number; you are our partner in controlling pests.

Our company policy is to ensure a pest free, thus healthier, environment. This goal can be achieved using our scientific and safe technique as benign and environmental possible.

**TERMS AND CONDITIONS:**

1-The company agrees to provide pest-control services at the service address indicated above. 2-The company will provide pest-control service to control pest listed above, extra service for the pest(s) listed at no additional cost to the customer. 3-Customer agrees to make the place of service available for the treatment and inspection as often as necessary to control pest listed. 4- this agreement will be for a period 1-year and will renew thereafter. 5-This agreement may not be canceled by either party unless just cause is giving and shall be arrange in 60 days of the written notice. 6-The company shall reserve the right to propose an increase in the monthly fee at any time, any changes will have to be approved in writing by both parties to take effect. 7- This agreement does not provide for the repair of present or future damages to the service address, nor does it provide reimbursement for repair expenses allegedly arising from pest infestations. 8- In entering into this agreement customer waves all claims for damages to property or persons which may result indirectly from work performed by the company, with the expectation of gross negligence on the part of the company. 9-invoices will be sent electronically. 10-payment is due upon service completion. 11- A late fee of \$20.00 will be assessed monthly on all account balances over 30 days. 12-Treatment for any other insect not covered in above description will be at an additional cost.



**FEES:**

- Monthly Exterior General Pest Prevention \$350.00
- Monthly Exterior Bait Stations \$6.10 x (178) \$1,085.80
- 2 Bait Stations from the pool area will be install (2) at the Guard House

**Equipment:**

- 1 Time installation payment \$25.00 x 0 = \$0.00

**Extras:**

- Roaches infestation \$115.00 for treatment per unit
- Mosquito Control on Pool Area per Month \$95.00
- Mosquito Control without spray using fungus attraction \$25.00 per basket
- Bed Bugs \$205.00 first Room, each additional room \$125.00
- Rodent Infestation for interior of each unit \$125.00
- Animal Removal \$150.00 (Possums, Armadillo and Racoons)
- Snake traps \$75.00 per trap

**Company:**

**ACTION Environmental Services Florida, LLC**

**License # 279391**

George Ruiz  
1102 Mosaic Dr  
Celebration, Fl. 34747  
(407)-861-6707

Soltera Resort CDD  
5200 Solterra Blvd  
Davenport, Fl. 33837

**DATE:**

**DATE:**





3891 Recker Hwy.  
Winter Haven, FL 33880-1910  
(863) 412-0898 Cell  
(863) 293-3331 Office  
(863) 299-4512 Fax  
[Alicia.Langlois@flapest.com](mailto:Alicia.Langlois@flapest.com)  
Reply :

Solterra Resort CDD,

July 14, 2021

Thank you for allowing Florida Pest Control the opportunity to provide this bid for your consideration for the property known as **Solterra Resort CDD** located at 250 International Parkway Suite 280 Lake Mary, FL 32726 for the control of the growing Rodent population and Pest Control Services for the Clubhouse at the Solterra Resort CDD.

The results of our inspection made on 04-14-21:

- Numerous potential harborage areas where Rodents typically live were observed around the border of the property.
- A live Rodent in a trap was observed in the Trash Bend area.
- Heavy construction in progress creating Rodents to be pushed to green belt areas within the community.
- Numerous retention areas with ideal conditions for Rodent burrowing around the perimeter banks of the retention areas.
- Wasps nest in various locations of the Clubhouse Area.
- Ants and Ant Mounds in and around common sidewalk areas of pool areas.
- Roaches and fly control in the kitchen and dining areas.



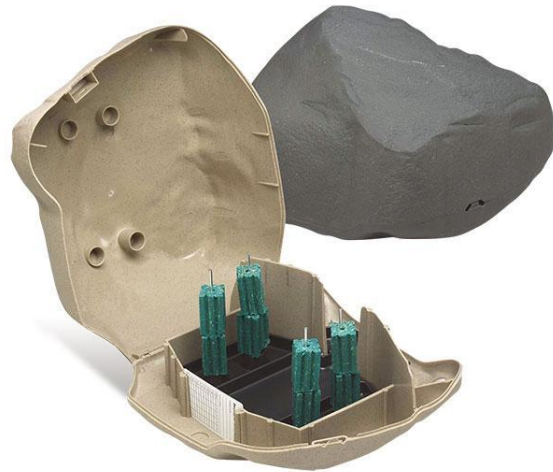
Recommendations based on our Inspection made on 04-14-21:

Florida Pest Control recommends a strategic approach to reducing and controlling the Rodent population around your resort by applying the following methods.

**1. Provide Decorative, Tamper Resistant Rodent Bait Stations in various landscape locations around the Clubhouse, Kitchen, dining areas, Pool and Lazy River areas –**

Based on the amount of square footage within the Clubhouse/Kitchen/Pool/Lazy River area we propose that **50** separate Decorative Rodent Bait Stations be baited and strategically placed in and around the landscape beds.

Protecta Evo Rodent Decorative Bait Stations:





**2. Provide our Standard Protecta Evo Sidekick Rodent Bait Stations around the exterior perimeter of the resort –**

Based on our inspection and the amount of linear footage around the entire resort, we determined that a good start to controlling the Rodent population around the exterior perimeter would be to bait and place **128** additional Rodent Bait Stations in this area. These stations would be placed around the green belt perimeter which would include the retention wetlands that border the boundaries of the property. In order to control the population within the resort, it is necessary to control the population that surrounds the resort. We believe that this is a good start in controlling the population but based on bait consumption over time we might need to evaluate the number of stations and make recommendations to increase the number of Rodent Bait Stations around the perimeter.

Protecta Evo Sidekick Rodent Bait Station:



### 3. Provide our Monthly General Household Pest Control Service Program-

Florida Pest Control proposes the following service for **Solterra Resort CDD** to also include Clubhouse/Kitchen/Pool/Lazy River area on a monthly basis.

#### Monthly Service Program:

- \* Logbook set up to monitor pest activity monthly.
- \* Targets the outside where pests live and harborage.
- \* Interior service provided using baits, monitoring stations and products applied in cracks & crevices.
- \* Exterior service provided on each visit targeting the exterior perimeter and entry areas.
- \* Cobweb dusting to 14 foot heights to reduce spider populations and remove unsightly webs.
- \* Retreats provided at no additional costs for covered pests.
- \* 24 hour turn around response time.
- \* Visits made to the property on a monthly basis.

#### Target Pests:

Florida's subtropical climate is a haven for a variety of insects and pests. The most common general household pests are those that are most seen by the residents. Our Monthly General Household Pest Control Service Program will target the following common pests: **Ants, Roaches, Silverfish, Millipedes, Centipedes, Earwigs, Spiders, Scorpions, Mice, Wasp** and a variety of other unwanted guests.

\*Although this bid is exclusively for **Solterra Resort CDD** Clubhouse/Pool/Lazy River area, Florida Pest Control would be more than happy to provide a competitive bid for Pest Control Services on any of the properties to include Townhouses/Homes or Individual owned properties within **Solterra Resort CDD**.



**Pricing:**

Florida Pest Control agrees to provide the services discussed above to include the following:

- Install **55** Tamper Resistant Decorative Rodent Bait Stations baited and placed around Clubhouse/Pool/Lazy River area.
- Install **128** Tamper Resistant Black Rodent Bait Stations baited and placed around the green belt of exterior perimeter of resort.

Cost for initial installation – **\$7268.00** (plus tax if applicable)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Florida Pest Control agrees to monitor all **178** Rodent Bait Stations by inspecting, re-baiting and maintaining each Rodent Bait Station on a monthly basis:

Cost per month to maintain **178** Rodent Bait Stations - **\$895.00** per month (plus tax if applicable)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_ Date: \_\_\_\_\_



Continued Pricing:

Florida Pest Control agrees to provide **General Household Pest Control Service** on the Clubhouse/Kitchen/Guest Bathrooms/Dining Areas/Pool/Lazy River area on a monthly basis as described above:

Cost for General Household Pest Control Service - **\$90.00** per month (plus tax if applicable) which includes: unlimited call backs, fly control, roaches, spiders, wasps, ants, silverfish, earwigs and a variety of other unwanted guests.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Florida Pest Control is a Full Service Pest Control Company and provides the following services for your consideration:

- Termite Protection
- Lawn & Ornamental Protection
- Moss Reduction in trees
- Rodent Exclusion
- Bat Exclusion
- Bird Exclusion
- Gutter Cleaning
- Bed Bug Treatments
- Disinfection Services (COVID)
- And many, many more services for ALL of your pest control needs.

Thank you again for allowing Florida Pest Control & Chemical Co. the opportunity to provide this bid for pest control services for the property known as **Solterra Resort CDD**. We realize that this is a lot of information to digest. If you have any questions in regards to the services or the costs, please call me at 863-412-0898.

Have a great day!

Sincerely,

*Alicia Langlois*

Alicia Langlois

Florida Pest Control

Sales/Service Representative







# MONTHLY PEST PREVENTION SERVICE AGREEMENT

Email Address: CustomerCare@MasseyServices.com  
 Website: MasseyServices.com  
 Phone: 1-888-2MASSEY (262-7739)

## SERVICE ADDRESS

**Solterra Resorts**  
 Business Name  
 5200 Solterra Blvd.  
 Property Address  
 Davenport FL Polk 33837  
 City State County Zip  
 ( 863 ) 547-9839  
 Phone (Extension)

## BILLING ADDRESS

**Kyla Semino** ( 863 ) 547-9839  
 Contact Name (Agent) Phone  
 5200 Solterra Blvd.  
 Mailing Address  
 Davenport FL 33837  
 City State Zip  
 Ksemino@evergreen-LM.com  
 Email

Business Type: Resort Service Frequency: 2 times a month Grid # \_\_\_\_\_

### 1. SCOPE OF WORK

Massey will provide pest prevention services for  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

### 2. AREAS TO BE SERVICED

All exterior of the clubhouse/fitness center, cafe, pool bath, outside patio, playground, entire pool and lazy river perimeter, inside trash can compartments, and perimeter of tennis courts. Place and monitor 2 times monthly 183 rodent stations (55 decorative & 128 regular rodent stations). Rodent stations placed around clubhouse/fitness center, pool perimeter, along the perimeter entire clubhouse/pool area along where the houses are. All interior of clubhouse to include offices, restrooms, fitness center, bar area, common seating area and dining area. The defender pro socks will go in the trash can compartments that are on the main pool deck. Use log book at each visit and leave service

### 3. SERVICE SCHEDULE

A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial As needed  
 B. Regular Service Schedule 2 times a Month

### 4. CUSTOMER COOPERATION

Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

### 5. INSURANCE

Massey carries comprehensive General Liability Insurance. Upon request we, will furnish a "Certificate of Insurance" showing coverage in effect.

### 6. TERMS OF AGREEMENTS

A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. If THE COMPANY is at any time dissatisfied with Massey's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

### 7. GUARANTEED SATISFACTION

See reverse side of this agreement for explanation of Massey's Pest Prevention Guarantee.

8. FIRST YEAR SERVICE CHARGES		SECOND YEAR SERVICE CHARGES		EQUIPMENT/ITEMS PURCHASED	
Initial Service Charge	\$2250.00	Monthly Service Charge	\$1250.00	# 2 of Flv Lights x \$ 250.00/2 EA	\$ 450.00
Follow Up (as required)	\$	2nd Year Annual Service Amount	\$15000.00	# 35 of Decorative St x \$ 35.00 EA	\$ 1925.00
Monthly Service Charge x11	\$13750.00	5% Discount for Advance Payment	\$750.00	# 128 of Rodent Statio x \$ 20.00 EA	\$ 2560.00
1st Year Annual Service Amount	\$16000.00	Discounted Annual Amount	\$14250.00	# 1 of Case of small x \$ 80.00 EA	\$ 80.00
5% Discount for Advance Payment	\$800.00	Applicable Sales Tax	\$	Applicable Sales Tax	\$
Discounted Annual Amount	\$15200.00	2nd Year Annual Total	\$15000.00	Equipment Total:	\$ 5015.00
Applicable Sales Tax		Note: Massey Services reserves the right to adjust the recurring service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			
1st Year Annual Total	\$16000.00	First Month Service & Equipment Total: \$ 7265.00			

### 9. PAYMENT TERMS

A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

4033 Crescent Park Dr.

Massey Address  
 Riverview FL 33578  
 City State Zip  
 813-582-7211  
 Phone

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_

THE COMPANY

Given by: Missy Martin Date 12/9/22  
Massey Services

Approved by: Massey General Manager Date \_\_\_\_\_



## GUARANTEED SATISFACTION

We guarantee your premises will be FREE of Roach, Ant and Rodent INFESTATION after we have completed your second month of service. This does not mean you will never see another roach, ant or rodent, but it does mean that the thoroughness of our services and your efforts to maintain the highest standards of sanitation will not allow an INFESTATION to develop. In the event of a pest sighting(s):

1. We GUARANTEE to perform a corrective service within 24 hours.
2. We also GUARANTEE to provide this corrective service at *no additional cost to you*.
3. If your pest problem persists and an infestation can be found in the physical structure after 30 days, a **Massey** Manager will verify the infestation and *refund your last regular service charge*.\*

For the Hospitality Industry, **Massey** further GUARANTEES that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, **Massey** will:

- Verify the problem and take corrective measures immediately.
- Reimburse the Company for the lost lodging and/or meal charge(s).\*\*
- Send a letter of apology to the guest, with a copy sent to the Company Manager.

\* A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this Guarantee.

\*\* Reimbursement under the terms of the Money Back Guarantee for lost lodging and meal charges will be provided only when The Company Manager notifies a **Massey** Manager within 24 hours and provides the **Massey** Manager with specific details of the problem, lodging and/or meal receipts, guest's name and address. Reimbursement is restricted to one night's lodging charge and one meal charge per occurrence.

## GENERAL TERMS AND CONDITIONS

A. **CHANGE IN LAW. BY MASSEY SERVICES, INC.** (**Massey**) performs its services in accordance with the requirements of Federal, State and local laws. In the event of a change in existing law as it pertains to the services promised herein, **Massey** reserves the right to adjust the monthly service charge or terminate this agreement by giving THE COMPANY 60 days notice.

B. **DISCLAIMER.** **Massey** liability under this agreement will be terminated if **Massey** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, or any Act of God or circumstances or cause beyond the control of **Massey**.

This agreement does not cover and **Massey** will not be responsible for:

1. Any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.
2. Damage or loss of personal property resulting from lack of security or acts of third parties.
3. Damage or loss of personal property due to THE COMPANY'S and/or Occupant(s) failure to comply with the specific instructions outlined in the Pest Elimination Preparation Checklist and/or Quality Assurance Inspection Report.
4. **Massey** disclaims any liability for special incidental or consequential damages. The Guarantee stated in this

agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

C. **NON-PAYMENT DEFAULT.** In case of non-payment or default by THE COMPANY, **Massey** has the right to terminate this Agreement and reasonable attorney's fees and costs of collection shall be paid by THE COMPANY, whether suit is filed or not. In addition, interest at the highest rate allowable by law will be assessed for the period of delinquency.

D. **ARBITRATION.** THE COMPANY and **Massey** agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

E. **ENTIRE AGREEMENT.** It is understood and agreed between the parties that this agreement constitutes the complete agreement between **Massey** and THE COMPANY and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of **Massey** unless alteration or change be in writing and executed by the President of Massey Services under its Corporate Seal.

## PRIVACY POLICY FOR EMAIL ADDRESSES

By providing an email address on this agreement, the Customer is consenting to receive emails regarding service alerts, new services and special promotions. Email addresses are kept confidential and used solely for communication from Massey Services.



**Go Paperless!**

# EXHIBIT 7







# SALES ORDER

Date: 12/20/2022

Sales Rep: Lewis Hackling

BILL TO		SHIP TO	
Company: Solterra Resort		Company: Solterra Resort	
Address: 5200 Solterra Blvd.		Address: 5200 Solterra Blvd.	
City: Davenport	State: FL Zip: 33837	City: Davenport	State: FL Zip: 33837
Contact: Kyla Semino		Contact: Kyla Semino	
Phone: (863)547-9839	Fax:	Phone: (863)547-9839	Fax:
E-mail: ksemino@evergreen-lm.com		E-mail: ksemino@evergreen-lm.com	

PO Number: \_\_\_\_\_

QTY	PRODUCT #	SERIAL #	DESCRIPTION	TOTAL
1	C7130T2		Xerox VersaLink C7130T2	See Lease
1	497K17750		1 Line Fax	
1	097S04847		Integrated Office Finisher	
1	497K23630		Postscript	

TERMS OF SALE:	Gross Amount	\$	-
	Delivery		
	Tax (if applicable)		
	Total Order	\$	-
Any assets listed on the Lease or Schedule A, other than the assets listed as "Service Only" assets, become the property of the leasing company	Amount Received		
	Balance Due		See Lease

**Leases subject to documentation fees and taxes.**  
**All returns are subject to a 15% restocking fee. Opened items are non-refundable.**  
**No terms or conditions, expressed or implied are authorized unless they appear on "Original" of this order.**

Account Executive:	Customer Signature:
Date:	Date:

Tampa 813-253-0318, Ft. Myers 239-931-1077, Gainesville 352-377-5817, Lakeland 863-665-3042  
 Orlando 407-299-0300, Port St. Lucie 772-337-2660, TOLL FREE 1-800-226-6482







Total Output Management Agreement

APPLICATION NO.

AGREEMENT NO.

8701 Florida Mining Blvd. • Tampa, FL 33634

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Zeno Office Solutions, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME Solterra Resort, STREET ADDRESS 5200 Solterera Blvd., CITY Davenport, STATE FL, ZIP 33837, PHONE (863)547-9839, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES Xerox VersaLink C7130, SERIAL NO., STARTING METER

See attached Schedule "A" See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments\* of \$ 312.00, The payment ("Payment") period is monthly unless otherwise indicated. \*plus applicable taxes, Payment includes 2,000 B&W Pages per month, Overages be billed at \$ 0.009500 per B&W page\*, METER READINGS VERIFIED: Monthly, Quarterly, Semi-Annually, Annually

REMOTE SUPPORT PROGRAM OPTION (If a Monthly Remote Support Fee amount is stated below, you agree you are participating in the Remote Support Program and the Monthly Remote Support Fee will be added to this Agreement's monthly invoice. If a Monthly Remote Support Fee is NOT stated below, you are not participating in the Remote Support Program. Monthly Remote Support Fee\* \$ 5.00 \*\*plus any transition period outlined in Section 1

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Zeno Office Solutions, Inc. OWNER SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. 2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf. You agree to pay us an origination fee of \$189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.



3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such a privilege. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or, if assigned, the assignee's principal place of business. You consent to jurisdiction and venue of any state or federal court in the state the Owner or, if assigned, it's assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. The per page/print charge and overages per page/print charge are based upon an 8 1/2" x 11" letter size page, print with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. If you are participating in the Remote Support Program, we may charge you a Monthly Remote Support Fee, as set forth on page 1. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.

14. **METER; ELECTRIC SERVICES:** Most equipment will be connected to an automatic meter reading device which will report the number of images made on the equipment each month and upon which monthly invoices will be based. If an automatic meter reading device is not installed and otherwise upon request, you will provide us, by telephone, e-mail or fax with the actual meter readings three days prior to your due date. A \$5.00 per month meter collection fee will be charged for any equipment not reporting meter readings automatically. We may estimate the number of images used if such meter readings are not received from you by us within 2 days. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. You agree to provide adequate space without charge for the equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the equipment.



# EXHIBIT 8



## LEASE AGREEMENT FOR CAFÉ OPERATION

**THIS LEASE AGREEMENT** (the “**Agreement**”) is made and entered into this 1<sup>st</sup> day of September, 2018, by and between:

**Solterra Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751 (“**Landlord**”); and

**Evergreen Lifestyles Management, LLC**, a Florida limited liability company, whose address is 10401 Deerwood Park Boulevard, Suite 2130, Jacksonville, Florida 32256 (“**Tenant**”).

### RECITALS

**WHEREAS**, Landlord was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, recreational amenities; and

**WHEREAS**, Landlord owns and operates for the “Solterra Resort” community an amenity center, located at 5200 Oakmont Boulevard, Davenport, Florida 33837 (the “**Amenity Center**”); and

**WHEREAS**, Landlord desires to lease the café located within the Amenity Center (the “**Café**”), as shown in **Exhibit A**, which is attached hereto and incorporated by reference, to an independent contractor for such independent contractor to provide the labor and materials necessary to operate the Café for the benefit of the Amenity Center patrons; and

**WHEREAS**, Tenant represents that it is qualified, willing, and able to provide the materials and perform the services as provided for herein and has agreed to provide Landlord with those services for the benefit of the Amenity Center patrons.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of the Agreement.

**2. LEASE.** Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the Café, as depicted in **Exhibit A**, for the purpose of Tenant providing the materials and performing the services as provided for herein.

**3. TERM.** This Agreement shall commence on September 1, 2018 and continue until September 30, 2019. Thereafter, Landlord and Tenant may at their option renew

Agreement for a one (1) year term each year in a separate writing agreed to by Landlord and Tenant, unless the Agreement is terminated in accordance with the provisions herein.

**4. RENT; OPERATING COSTS.**

- a. Tenant shall pay Landlord a monthly fee of One Dollar and No Cents (\$1.00) to operate the Café. Tenant is entitled to any and all proceeds derived from Tenant's provision of food and beverage services to Amenity Center patrons. Further, and as set forth more fully herein, Tenant shall pay all expenses and costs associated with operating the Café, and accordingly shall assume any and all losses derived from the food and beverage services by Tenant.
- b. Whenever the Agreement is renewed, Tenant shall make the following quarterly payments to Landlord during that renewal term if Tenant's revenue from its operation of the Café meets the provided revenue threshold for that quarter:

<b>Quarterly Revenue Thresholds</b>	<b>Tenant's Quarterly Payment to Landlord</b>
\$0 - \$39,000 in revenue for the quarter	\$1 per month of the quarter
\$40,000 - \$99,999 in revenue for the quarter	\$800 per month of the quarter
\$100,000 - \$ 199,999 in revenue for the quarter	\$1,200 per month of the quarter
\$200,000 or more in revenue for the quarter	\$1,500 per month of the quarter

For purposes of determining Tenant's quarterly revenue, Tenant shall submit to Landlord all requisite sales information, as obtained from the Cash Register System (as defined herein), within thirty (30) days after the end of the quarter. Tenant shall subsequently submit to Landlord any payment due under this subsection within thirty (30) days after Tenant's submission of all requisite sales information. Tenant's failure to submit all requisite sales information, or make any required payment within the aforementioned thirty (30) days, as described in this subsection, shall constitute a default on behalf of Tenant.

**5. GENERAL CONDITIONS.** Tenant's use of the Café shall be for the sole purpose of providing food and beverage services to Amenity Center's patrons. Tenant shall manage and operate the Café for the benefit of the Amenity Center patrons, and upon the following conditions:

- a. **Provision of Services.** Tenant agrees to provide food and beverage services at the Café per the schedule included as **Exhibit B**, which is attached hereto and incorporated by this reference. Landlord leases, lets, demises and grants to Tenant the right to use and occupy the Café. By taking possession of the Café on or after





the effective date of this Agreement, Tenant stipulates, represents and warrants that Tenant has examined the Café and surrounding areas and that they are at the time of taking possession, in good order, repair and in a safe, clean and operable condition. Additionally, Landlord grants Tenant the right to use the equipment and inventory described in the attached **Exhibit C**, which is incorporated by this reference, as well as certain large trash cans and two sandwich/menu boards supplied by Landlord (together, the "**Equipment**"), and the right to use, on a non-exclusive basis, the parking and other common areas of Landlord's Amenity Center for ingress and egress. The Café and Equipment shall at all times remain under Landlord's ownership. Tenant's lease, use, occupation, and operation of the Café, as described in this Agreement, shall be in accordance with industry standard commensurate with the nature of the community.

- b. Compliance with Laws & Rules.** There shall be no use or act by Tenant, or by Tenant's guests or invitees, which is in violation of any law, rule, or ordinance established by any federal, state, municipal or local governmental or regulatory agency, or covenant running with the property. Tenant shall maintain in good standing, and at all times, any and all licenses (alcohol licenses are addressed further herein) and permits required by law to provide food and beverage services at the Café. No hazardous materials of any kind shall be allowed within the Café or the Amenity Center. Firearms shall not be permitted except to the extent required by Florida law. Additionally, Tenant and Tenant's guests and invitees shall comply with all rules and policies of Landlord, as may be adopted from time to time.
- c. Operating Hours.** Tenant shall be permitted to provide the food and beverage services contemplated by this Agreement during normal operating hours of the Amenity Center, but shall not be permitted to extend the hours past normal operating hours of Landlord, unless permission is provided in writing by Landlord. Tenant shall operate the Café for at least four (4) hours each day that the Café is open, except as provided otherwise by Landlord. The hours of operation will be as set forth in **Exhibit B**. Tenant shall take all reasonable steps to ensure that the hours of operation are clearly displayed for patrons at the Café during operating hours and shall update any changes in hours of operation as necessary. Further, Tenant shall ensure that the Café is properly staffed as needed and as agreed upon by Landlord and Tenant.
- d. Marketing; Advertisements.** Tenant shall be allowed to post its name in the Café and/or other locations on Landlord's property upon the written approval by Landlord of design and placement, and Tenant shall be responsible for purchase of such signage. Tenant shall be permitted to provide marketing and/or advertising materials, subject to Landlord's prior written approval; however, such information shall contain a disclaimer that the materials are not Landlord's materials and do not constitute an endorsement, recommendation or sponsorship by Landlord. Nothing in this Agreement shall be interpreted or construed as imposing on Landlord an obligation to allow Tenant to post marketing and/or advertising signage.



- e. **Call-In and Delivery Orders.** Tenant shall be allowed to take and satisfy call-in orders and delivery orders, provided that such orders do not disrupt the Amenity Center's operations or activities of its users. Furthermore, Tenant shall ensure that all delivery orders with respect to the Café are delivered only to locations within the "Solterra Resort" community.
- f. **Minor Repairs.** Landlord will provide the Café for Tenant's use, which will include the Equipment listed in the attached **Exhibit C**. Any equipment not identified in **Exhibit C** shall be provided by Tenant. Tenant shall keep the Café and Equipment in good operating condition and repair, with all improvements, repairs and replacements exceeding \$500.00 for a single item, or group of items not typically segregated, being the sole responsibility of Landlord, unless otherwise agreed to in writing by both parties hereto. All improvements, repairs and replacements \$500.00 and under for a single item, or group of items not typically segregated, shall be the responsibility of Tenant. However, Tenant shall remain solely liable to Landlord for any damage to the Café or Equipment caused by improper use, negligence or other actions taken by Tenant or his/her agents that are beyond normal wear and tear.
- g. **Janitorial Services.** Landlord shall only provide janitorial services to the Amenity Center. Tenant is solely responsible for keeping the Café cleaned, operated and maintained, and for hauling any trash to dumpsters. Tenant shall provide a dumpster if requested by Landlord.
- h. **No Joint Venture.** Landlord and Tenant shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Landlord and Tenant acknowledge and agree that any employees of Tenant shall only be employees of Tenant. In furtherance thereof, Tenant shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to its operations, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to its operations.
- i. **Alcohol; Licenses.** Tenant is permitted to sell alcoholic beverages only upon Tenant obtaining the applicable alcoholic beverage license(s) from the applicable state and local governmental authorities. Tenant shall be responsible for obtaining and maintaining alcohol licenses and all other business licenses applicable to the operation of the Café. Tenant shall act in good faith and use best efforts to obtain and secure the applicable alcoholic beverage license(s) authorizing the sale of beer and wine in the Café from the applicable state and local governmental authorities within thirty (30) days from the date of this Agreement. Furthermore, Tenant shall act in good faith and use best efforts to obtain and secure the applicable alcoholic beverage license(s) authorizing the sale of liquor in the Café from the applicable



state and local governmental authorities within ninety (90) days from the date of this Agreement. Tenant shall cause all activities at the Café to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of alcoholic beverages at the Café. Landlord shall cooperate and assist Tenant as necessary in connection therewith. Upon termination of this Agreement, Tenant shall take all such actions as may be reasonably required to relinquish all rights and interests in such license(s) to Landlord, if any. Furthermore, Tenant hereby agrees to prepare and abide by alcohol distribution and service policies designed to ensure the safety of Landlord patrons, and provide a copy of such policies to the Landlord upon request.

- j. **Claims.** Tenant shall provide notice as to all accidents or claims for damage relating to or occurring within the Café within twenty-four hours or as soon as reasonably possible. Tenant shall cooperate and make any and all reports required by any insurance company or Landlord. Tenant shall not file any claims with Landlord's insurance company without the prior consent of Landlord.
- k. **Cash Register System; Access to Financial Information.** Landlord shall provide, at no cost to Tenant, a "point-of-sale" cash register system (the "**Cash Register System**") for Tenant to use during Tenant's operation of the Café under this Agreement. Tenant shall enter all sales, including but not limited to all delivery sales, if any, into the Cash Register System. Tenant shall use the Cash Register System during Tenant's operation of the Café under this Agreement, and Tenant shall not use any other cash register system, unless Landlord and Tenant agree otherwise in a separate writing. Furthermore, at any time, Landlord may request from Tenant any financial information, including without limitation financial reports, sales information and reports, and labor reports, as such information pertains to Tenant's operation of the Café. Upon Landlord's request, Tenant shall provide to Landlord, within forty-eight (48) hours of Landlord's request, access to all requested financial information. Landlord shall also be permitted to make photocopies of such financial information. To the extent that any information produced from the Cash Register System is exempt or confidential and exempt from public disclosure under Florida law, Landlord and Tenant agree to handle such information in accordance with Florida law.
- l. **Alterations.** Tenant will not make or allow to be made any alterations in or to the Café without first obtaining the written consent of Landlord. Tenant has no authority or power, expressed or implied, to create or cause any liens or claims of any kind against the amenity center or the Café. Further, Tenant agrees that any personal property brought in by Tenant or its employees, licensees and invitees shall be at the sole risk of Tenant; and Landlord shall not be liable for theft thereof or of any money deposited therein or for any damage thereto, such theft or damage being the sole responsibility of Tenant. Upon any termination of this Agreement, Tenant shall be entitled to remove any personal property installed by Tenant with Landlord's prior written authorization, provided that such removal does not damage



in any way the Café or other property. If any such personal property is affixed to the Café, such that removal would damage the Café or other property, then Tenant shall only remove such personal property with Landlord's prior written permission and only after, in the Landlord's discretion, (i) agreeing to promptly restore the Café to its original condition, or (ii) providing Landlord with sufficient funds to restore the Café to its original condition.

**m. *Assignment and Sublease.*** Tenant shall be prohibited from assigning or subleasing the Café under this Agreement, unless Tenant and Landlord agree to such assignment or sublease in writing.

**6. UTILITIES.** Unless Tenant and Landlord agree otherwise in a separate writing, Landlord shall make all monthly payments for the utility services at the Café, which shall include the electric, water, sanitary sewer, gas, and telecommunications services (altogether, the "**Utilities**") for the duration of this Agreement.

**7. DEFAULT.** Tenant's failure to perform any covenant, term, condition, or provision of this Agreement within five (5) days after written notice by Landlord of such failure shall constitute a default of Tenant. In the event of Tenant's default, Landlord shall have every remedy available at law or in equity under the law, including without limitation the termination of this Agreement; provided, however, any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination of this Agreement and Tenant shall immediately cease all operations, remove all property belonging to Tenant, and immediately vacate the Café. Landlord's failure to perform any of its obligations under this Agreement within twenty (20) days after written notice by Tenant of such failure shall constitute a default of Landlord. In the event of Landlord's default, Tenant shall have the right to terminate this Agreement pursuant to the terms set forth herein.

**8. PROPERTY MAINTENANCE.** Tenant shall, at its expense and at all times, maintain the Café and its improvements thereon, in a clean, neat, and sanitary condition in accordance with all applicable laws, rules, ordinances and covenants. Tenant agrees to exercise all due care to protect Landlord's Café during the term of this Agreement including, but not limited to, maintaining the Amenity Center as described above, securing the Amenity Center upon closing each day, and notifying Landlord of any conditions which may result in damage or loss of Landlord's property at the Café. Landlord reserves the right to inspect the Café at any time.

**9. EQUIPMENT.** Landlord grants to Tenant the right for Tenant to use the Equipment, as defined in Section 5.a. Any equipment or inventory not included within the definition of Equipment shall be provided by Tenant. Landlord shall not be responsible for providing any other equipment or inventory for Tenant's operation of the Café aside from the Equipment, unless Landlord and Tenant agree otherwise in a separate writing. Except as otherwise provided herein, Tenant is responsible for maintaining all equipment and inventory that is installed in the Café for its operation of food and beverage service, which includes, without limitation, the Equipment. Except as otherwise stated herein, Tenant is accepting and leasing the Café as it is presently equipped and Landlord shall have no responsibility to provide any additional equipment at the



Café or Amenity Center, but may choose to do so in its sole and absolute discretion. Tenant further agrees to exercise all due care with respect to the Equipment owned by Landlord, and shall promptly notify Landlord of any problems associated with any equipment owned by Landlord. Tenant shall relinquish all use of the Equipment at the conclusion of the term of this Agreement and hereby acknowledges Tenant has no right in ownership to such Equipment.

**10. TAXES.** Landlord shall be responsible for taxes and assessments assessed as to its real property and improvements. However, any taxes personal to Tenant, including without limitation business taxes, sales tax, or other assessments or taxes realized by Tenant as a result of its use of the Café, are the responsibility of Tenant. To avoid an adverse effect on the exclusion of interest on Landlord's tax-exempt bonds, Tenant shall only use the Café in the manner prescribed herein and in the areas set forth herein. Tenant shall obtain consent of Landlord prior to any use of the Café in a manner other than that permitted herein. If, in the opinion of Landlord's bond counsel, any amendment to this Agreement is required to maintain the exclusion of interest on Landlord's bonds from gross income, Tenant shall consent to and execute such amendment upon demand by Landlord. Both parties hereto acknowledge that any adverse finding by the Internal Revenue Service or other agency on the tax-exempt status of Landlord's bonds entitles Landlord to terminate this Agreement immediately.

**11. INDEMNIFICATION.** Tenant will indemnify, save and hold the District, and its supervisors, managers, lawyers, staff, employees, representatives and assigns ("**District Indemnitees**") harmless, and shall defend the District Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of Tenant's officers, directors, agents, subcontractors, assigns or employees.

**12. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Landlord beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party, including but not limited to guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**13. INSURANCE.** Tenant shall maintain, at Tenant's expense and throughout the term of this Agreement, the following insurance:

- a. Workers Compensation - statutory limits
- ii. General liability insurance with the following limits:
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products/Completed Operations
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Each Occurrence

- iii. Comprehensive automobile liability insurance for all vehicles used by Tenant with respect to the operation of the Café, whether non-owned or hired, with a combined single limit of \$1,000,000.
- b. Tenant shall maintain Liquor Liability Insurance, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- c. Insurance obtained by Tenant shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. Landlord and Landlord's officers, employees, trustees, agents, supervisors, staff, and representatives shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to Landlord. An insurance certificate evidencing compliance with this paragraph shall be sent to Landlord prior to the commencement of any performance under this Agreement.

**14. WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Landlord as contained in this Agreement and as permitted by law or equity shall be cumulative.

**15. RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from county health departments.

**16. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

**A. If to Landlord:** Solterra Resort Community Development District  
1060 Maitland Center Commons, Suite 340  
Maitland, Florida 32751  
Attn: Patricia Comings-Thibault

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32314  
Attn: District Counsel

**B. If to Tenant:** Evergreen Lifestyles Management, LLC  
10401 Deerwood Park Boulevard, Suite 2130  
Jacksonville, Florida 32256



Attn: \_\_\_\_\_

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

**17. SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

**18. ATTORNEY FEES.** If Landlord or Tenant defaults in the performance of any terms, covenants, agreements, conditions or provisions of this Agreement, the defaulting party agrees to pay the non-defaulting party all of the reasonable attorneys' fees and costs incurred by the non-defaulting party in connection with such default.

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

**20. TERMINATION.** As provided in paragraph 3, this Agreement shall continue until September 30, 2019. Thereafter, Landlord and Tenant may renew the Agreement for a one (1) year term each year in a separate writing agreed to by Landlord and Tenant, unless the Agreement is terminated in accordance with the provisions of this Agreement. Failure of Tenant to comply with the terms and conditions of this Agreement shall constitute grounds for termination, upon five (5) days' written notice, except any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination. Notwithstanding the foregoing, the Landlord shall have the right to terminate this Agreement upon sixty (60) days' written notice for any convenience, with or without cause, and with no resulting liability (e.g., and among other things, in no event shall the Tenant be entitled to lost profits or other consequential damages). Tenant shall not have the right to terminate this Agreement except for cause, and in such case only after providing the Landlord with sixty (60) days' prior written notice and a reasonable opportunity



to cure any default of the Landlord. Upon termination of this Agreement for any reason, Tenant shall restore the Café and any related portion of the premises utilized by Tenant or its guests or invitees to the condition it was in as of the effective date of the Agreement. Should Tenant fail to make such a restoration, Landlord may undertake to restore the Café and surrounding premises and Tenant shall be required to reimburse Landlord for said expenses.

**21. MONTHLY MEETINGS.** Tenant and Landlord agree to meet on at least a monthly basis to discuss and resolve any issues that may arise under the terms of this Agreement or the provision of food and beverage services as outlined herein.

**22. ENTIRE AGREEMENT.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties hereto. Tenant acknowledges that it has read this Agreement and understands its provisions and agrees to occupy the Café under the terms of this Agreement. No change in the terms of this Agreement may be made unless it is in writing and signed by both Landlord and Tenant.

**23. PUBLIC RECORDS.** Tenant understands and agrees that all documents of any kind provided to Landlord in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

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

**25. AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that the respective parties hereto have complied with all requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

**26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Handwritten signature]*

Witness Printed Name  
JARED LYBSET

*[Handwritten signature]*

Witness Printed Name  
BRANT LOPRESTE

Signed, sealed and delivered in the presence of:

Witness Printed Name

Witness Printed Name

“Landlord”

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

By: *[Handwritten signature]*  
Name Printed: JAMES P. HARVEY  
Title: CHAIRMAN

“Tenant”

**EVERGREEN LIFESTYLES MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

- EXHIBIT A:** Diagram of Café
- EXHIBIT B:** Hours of Operation
- EXHIBIT C:** Equipment List





**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

“Landlord”

\_\_\_\_\_  
Witness Printed Name

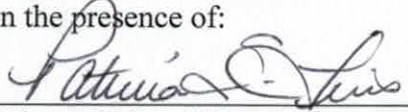
**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Printed Name


By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_


Signed, sealed and delivered  
in the presence of:

“Tenant”

  
\_\_\_\_\_  
Witness Printed Name *Patricia S Ferris*

**EVERGREEN LIFESTYLES  
MANAGEMENT, LLC**

  
\_\_\_\_\_  
Witness Printed Name  
*Deborah R. Karel*

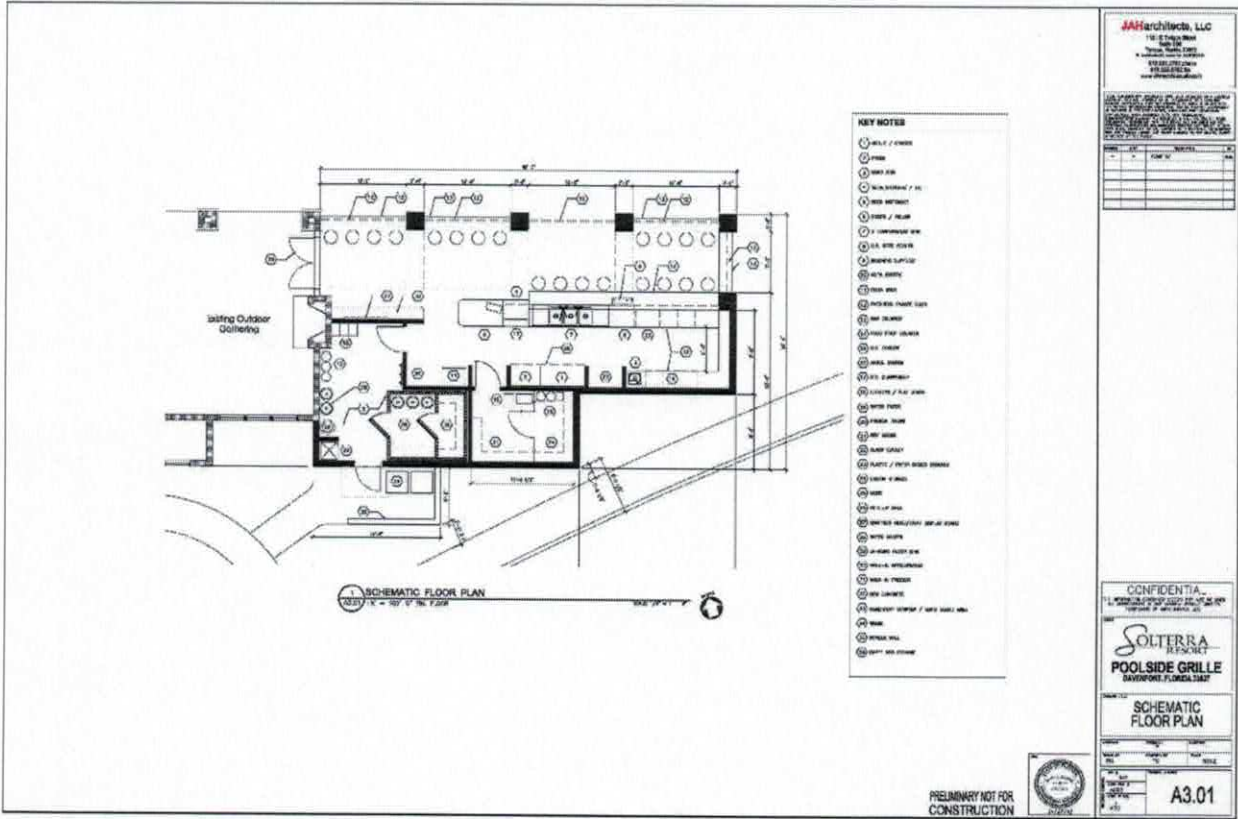
By:   
\_\_\_\_\_  
Name Printed: *Krawg Carmichael*  
Title: *CEO*

- EXHIBIT A:** Diagram of Café
- EXHIBIT B:** Hours of Operation
- EXHIBIT C:** Equipment List



**Exhibit A**  
Diagram of Café





**Exhibit B**  
Hours of Operation

The following schedule shall serve as Tenant's hours of operation for the Café:

Daily 11 a.m. to 7 p.m. (May through August)  
Daily 11 a.m. to 5 p.m. (September through April)

Additionally, the Café will be open later hours (i.e., past 7 p.m.) for planned activities, with at least one such activity per week for the months of May through August.

The Café shall be closed Christmas and Thanksgiving days.

To the extent permitted by law and in accordance with the Agreement, Tenant may extend the hours of operation for the Café for a specific date; provided, however, that any such extension is subject to Landlord's discretion and Landlord may reject such extension, thereby prohibiting Landlord from extending hours of operation for that specific date.

**Exhibit C**  
Equipment List







# Quote

09/26/2016

**To:**  
 Cornerstone Solutions  
 Eric Meister  
 14620 Bellamy Brothers Blvd  
 Dade City, FL 33525  
 866-617-2235  
 emeister@cornerstonesolutionsgro  
 up.com

**Project:**  
 Solterra Resort Poolside Grille  
 Revision 1  
 Davenport, FL 33837

**From:**  
 New & Nearly New Restaurant  
 Equipment & Supplies, Inc.  
 Jim Georgeades  
 301 South Pinellas Avenue  
 Tarpon Springs, FL 34689-  
 (727)934-5063 (Phone)  
 (800)229-5063 (Toll Free)  
 (727)942-3051 (Fax)  
 nnnjim@nnneq.com

Item	Qty	Description	Sell	Sell Total
1	1 ea	<p><b>INDOOR WALK-IN COOLER/FREEZER</b></p> <p>American Panel Corporation Model No. APSRPGGB            American Panel Two Compartment Walk-In, model #APSRPGGB. Overall exterior dimensions to be 7' - 9" x 9' - 8" x 9' - 6". Freezer interior dimensions to be 7' - 1" x 3' - 4.5" x 8' - 10.25" with 4" Insulated Floor. Interior floor finish to be .100 Smooth Aluminum. Cooler interior dimensions to be 7' - 1" x 5' - 3.5" x 9' - 2" on Vinyl Screed. Interior wall finish to be 26 ga. stucco acrylume, interior ceiling to be 26 ga. stucco acrylume, exposed exterior to be 26 ga. stucco acrylume, unexposed exterior to be 26 ga. stucco acrylume.</p> <p>(1) 36" X 75" flush mount magnetic infitting door with cam-rise hinges, padlockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable WALK-IN MONITORING SYSTEM 100 featuring audio/visual temperature alarm with digital thermometer, high &amp; low set points, 115V output, energy saving door frame heater wire, vapor proof light &amp; switch with pilot light. (1) 36" X 77" flush mount magnetic infitting door with cam-rise hinges, padlockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable WALK-IN MONITORING SYSTEM 100 featuring audio/visual temperature alarm with digital thermometer, high &amp; low set points, 115V output, energy saving door frame heater wire, vapor proof light &amp; switch with pilot light. Accessories to include: (2) Upcharge for UL Listed Alumastand, (4) Door Kickplate, 1/10" aluminum treadplate, 36" High, &lt;37" Door, (2) Center Light Over Door.</p> <p>Refrigeration to be located Outdoors. Freezer Refrigeration Details: 3,398 BTUH system capacity, sized for a walk-in heatload of 3,219 BTUH. Cooler Refrigeration Details: 7,966 BTUH system capacity, sized for a walk-in heatload of 4,795 BTUH. Freezer system to be air-cooled hermetic 0.75 HP condensing unit supplied with a BTUH matched reach-in evaporator coil. Cooler system to be air-cooled hermetic 1.00 HP condensing unit supplied with a BTUH matched standard evaporator coil. Refrigeration accessories to include: (2) Galv Weather Cover, (2) Steel Compressor Mounting Stand, (2) Winterization</p>	\$14,659.00	\$14,659.00

Solterra Resort Poolside Grille Revision

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Cornerstone Solutions

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New & Nearly New Restaurant Equipment &

09/26/2016


Item	Qty	Description	Sell	Sell Total
Controls, Package, (2) Defrost Timer, Package Unit.				
2	1 ea	<b>REFRIGERATION COIL</b> American Panel Corporation Evaporator Coil For Cooler		<Included>
2.1	1 ea	<b>REMOTE CONDENSER UNIT</b> American Panel Corporation Remote Condenser, Cooler		<Included>
3	1 ea	<b>REFRIGERATION COIL</b> American Panel Corporation Evaporator, Freezer		<Included>
3.1	1 ea	<b>REMOTE CONDENSER UNIT</b> American Panel Corporation Remote Condenser, Freezer		<Included>
4	1 ea	<b>SERVICE FAUCET</b> John Boos Model No. PBF-SS-6-X Service Sink Faucet, vacuum breaker nozzle with 3-4" garden hose thread, pail hook, top support arm, 1/2" NPT female flanged, with adjustable inlet with screwdriver stop	\$95.00	\$95.00
		 Class 77.5 Weight: 5 lbs total		
5	4 ea	<b>WIRE SHELVING</b> Advance Tabco Model No. EG-2442-X Lite™ Series Wire Shelving, 42"W x 24"D, heavy duty, green epoxy coated, NSF	\$28.00	\$112.00
		 Class 70 Weight: 81 lbs total		
	4 ea	EGP-74-X Lite™ Series Wire Shelving Post, 74"H, numbered, heavy duty, green epoxy coated, adjustable feet, NSF	\$7.75	\$31.00
			<b>ITEM TOTAL:</b>	<b>\$143.00</b>
6	1 ea	<b>BAG IN BOX RACK ACCESSORIES</b> Custom BAG-N-BOX		<By Vendor>
7		<b>SPARE NO.</b>		
8	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> Continental Refrigerator Model No. SW36-8-FB Sandwich Unit, Front Breather, 36" wide, two-section, (8) 1/6 size x 4" deep pans with 12" cutting board, (2) field rehingable doors, stainless steel top & front, aluminum sides & interior, 3-5/8" casters, rear mounted self-contained refrigeration, 1/5 hp	\$2,314.00	\$2,314.00
		 Class 150 Weight: 240 lbs total		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		
	1 ea	115v/60/1, 6.3 amps, NEMA 5-15P, standard		
8	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$2,699.00	<Alternate>





New & Nearly New Restaurant Equipment &

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Item	Qty	Description	Sell	Sell Total
		Continental Refrigerator Model No. CRA43-6 Refrigerated Base Sandwich Unit, 43" wide, #300 Series stainless steel top with (6) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (1) full & (1) half height field rehingable doors, 5" casters, 1/4 hp, side-mounted refrigeration, NSF, CE, ETL		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<Alternate>
	1 ea	115v/60/1, 5.3 amps, NEMA 5-15P, standard		<Alternate>
	1 ea	Condensing unit on the right, standard		<Alternate>
	Class 150	Weight: 350 lbs total		
8	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> Continental Refrigerator Model No. CRA43-6-D Refrigerated Base Sandwich Unit, 43" wide, #300 Series stainless steel top with (6) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (2) drawers - top holds (1) 12" x 20" + (3) 1/6 pans & Bottom drawer holds (2) 12" x 20" pans, (1) half height field rehingable door, 5" casters, 1/4 hp, side-mounted refrigeration, NSF, CE, ETL	\$3,449.00	<Alternate>
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<Alternate>
	1 ea	115v/60/1, 5.3 amps, NEMA 5-15P, standard		<Alternate>
	1 ea	115v/60/1, standard		<Alternate>
	1 ea	Condensing unit on the right, standard		<Alternate>
	Class 150	Weight: 350 lbs total		
9	1 ea	<b>SHELVING, WALL-MOUNTED</b> John Boos Model No. EWS8-1684-X Shelf, wall-mounted, 84"W x 16"D, finished with stallion safety edge front, 1-1/2" turned up backsplash, (3) support brackets, 18/300 series stainless steel with # 4 polish, NSF, KD (FLYER NET PRICING)	\$136.00	\$136.00
	Class 55	Weight: 35 lbs total		
9	1 ea	<b>WORKTOP FREEZER</b> Continental Refrigerator Model No. SWF48-FB Work Top Freezer, Front Breather, 48" wide, two-section, stainless steel flat top, (2) field rehingable doors, stainless steel front, aluminum sides & interior, 3-5/8" casters, rear mounted self-contained refrigeration, 1/2 hp	\$2,549.00	\$2,549.00
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		
	1 ea	115v/60/1, 9.9 amps, NEMA 5-15P, standard		
	Class 150	Weight: 248 lbs total		
10	1 ea	<b>WORKTOP FREEZER</b> Continental Refrigerator Model No. CFA43 Freezer Base, 43" wide, #300 stainless steel flat work top, stainless steel front and end panels, galvanized steel rear and grill, aluminum interior, (1) full & (1) half height field rehingable doors, 5" casters, 1/3 hp, side-mounted refrigeration, NSF, CE, ETL	\$3,447.00	<Alternate>



New & Nearly New Restaurant Equipment &

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Item	Qty	Description	Sell	Sell Total
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<Alternate>
	1 ea	115v/60/1, 6.1 amps, NEMA 5-15P, standard		<Alternate>
	1 ea	Condensing unit on the right, standard		<Alternate>
	Class 150	Weight: 340 lbs total		
11	1 ea	<b>COUNTERTOP OVEN</b> Bakers Pride Model No. P44S HearthBake Series Oven, countertop, electric, pizza/pretzel, two compartment, 3-1/4" deck height, (4) removable 20-3/4"W x 20-3/4"D Cordierite hearth decks (2 per deck), 300°F - 650°F thermostat, 15 min. mechanical timer, stainless steel exterior, 7,200w, NSF, cULus, CE	\$3,247.00	\$3,247.00
	1 ea	One year parts & labor standard		
	1 ea	208v/60/1-ph, 35.4 amps, NEMA 6-50P		
	1 ea	T5107Y Oven Deck Brush, 2" high for counter top ovens	\$59.00	\$59.00
	1 ea	4" Legs, adjustable, standard		
	Class 85	Weight: 296 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$3,306.00</b>
11	1 ea	<b>COUNTERTOP OVEN</b> Ovention Model No. MATCHBOX M360-12 Precision Impingement™ Cook Oven, rapid cook alternative, electric, ventless, countertop, (2) cooking surfaces, FlexTemp™, one-touch display, variable speed motor, built-in self diagnostics, cool to touch covers and panels, stainless steel front, top, sides and back cool touch exterior, stainless steel interior, USB menu, up to 600 pre-programmed cooking settings, stainless steel exterior, 25/28 amps, 208/240v/60/1-ph, NEMA 6-30P	\$9,753.16	<Alternate>
	Class 125	Weight: 185 lbs total		
12	2 ea	<b>WATER FILTER SYSTEM</b> Ice-O-Matic Water Filters For Ice-o-Matic Ice Machines		<Price Included In Item # 13 & 14>
13	1 ea	<b>ICE CUBER WITH BIN</b> Ice-O-Matic Model No. ICEU226HA ICE Series™ Cube Ice Maker, cube-style, undercounter, air-cooled, self-contained condenser, approximately 241 lb production/24 hours, 70 lb. built-in bin, half-size cube, 208-230v/60/1-ph, 6.0 amps, cULus, NSF, CE	\$2,266.00	\$2,266.00
	1 ea	3 yr. parts & labor warranty, standard		
	1 ea	5 yr. evaporator warranty, standard		
	1 ea	5 yr. parts on the compressor warranty, standard		
	1 ea	IFQ1 Water Filter Manifold, single filter, 6"W x 4"D x 15"H, for ice makers producing up to 1,000 lbs. (454.4 Kg.) of ice per day, 1.5 gpm maximum flow rate, pressure 125 max psi, IsoNet scale inhibitor, .5 micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF	\$99.00	\$99.00
	1 ea	7 yr Evaporator warranty in lieu of standard 5 yr, if a water filter is		





New & Nearly New Restaurant Equipment &

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Item	Qty	Description	Sell	Sell Total
		purchased with the machine & filters replaced every 6 mo. (USA & Canada only)		
	Class 92.5	Weight: 163 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$2,365.00</b>
14	1 ea	<b>ICE CUBER WITH BIN</b> Ice-O-Matic Model No. ICEU226HA ICE Series™ Cube Ice Maker, cube-style, undercounter, air-cooled, self-contained condenser, approximately 241 lb production/24 hours, 70 lb. built-in bin, half-size cube, 208-230v/60/1-ph, 6.0 amps, cULus, NSF, CE	\$2,266.00	\$2,266.00
	1 ea	3 yr. parts & labor warranty, standard		
	1 ea	5 yr. evaporator warranty, standard		
	1 ea	5 yr. parts on the compressor warranty, standard		
	1 ea	IFQ1 Water Filter Manifold, single filter, 6"W x 4"D x 15"H, for ice makers producing up to 1,000 lbs. (454.4 Kg.) of ice per day, 1.5 gpm maximum flow rate, pressure 125 max psi, IsoNet scale inhibitor, .5 micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF	\$95.00	\$95.00
	1 ea	7 yr Evaporator warranty in lieu of standard 5 yr, if a water filter is purchased with the machine & filters replaced every 6 mo. (USA & Canada only)		
	Class 92.5	Weight: 163 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$2,361.00</b>
15, 15.1	1 ea	<b>HOOD SYSTEM</b> Captive-Aire Cook Line Hood To Consist Of: * <b>HOOD #1 - COOK LINE</b>	\$11,535.00	\$11,535.00
	1 ea	5424ND-2-PSP-F 8' 6" Long Exhaust Only Wall Canopy Hood W / Front Perforated Supply Plenum W / Built-In 3" Back Standoff		
	1 ea	430 S/Steel Where Exposed		
	6 ea	CAPTRATE S/Steel Solo Filter, 16" Tall x 16" Wide, W / Hook, ETL Listed; Particulate Capture Efficiency: 93% Efficient At 9 Microns, 72% Efficient At 5 Microns		
	3 ea	L55 SERIES E26 Canopy Light Fixture - High Temp Assembly Includes Clear Thermal & Shock Resistant Globe (L55 Fixture), Bulbs By Others		
	1 ea	Exhaust Riser, 12" x 16" x 4", Factory Installed		
	2 ea	Supply Riser, 12" x 24", W / Volume Dampers		
	2 ea	1/2 Pint Grease Cup, New Style, Flanged Slotted		
		<b>** FIRE SYSTEM #1 **</b> <b>Complete System, Includes Final Field Hook Up, Permits &amp; Tests</b>		
	1 ea	ANSUL-3.0/1.5 Ansul 4.5 Gallon Wall Mounted Fire System, Includes Pre-Piped Hood W/ Detection		
		* <b>FAN #1 - EXHAUST FAN (EF-1)</b>		
	1 ea	DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan W/ Disconnect Switch And 18.75" Wheel Exhaust Fan Handles 2210 CFM @ -1.5000" wc ESP, Fan Runs At 1182 RPM		

Solterra Resort Poolside Grille Revision

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Cornerstone Solutions

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**New & Nearly New Restaurant Equipment &**


09/26/2016

Item	Qty	Description	Sell	Sell Total
		Exhaust Motor: 1.500 HP, 3 Phase, 208 V, 4.4 FLA, Open Drip Proof, Premium E-Plus3 Efficiency		
1 ea		Grease Cup For Kitchen-Duty Centrifugal Exhaust Fans, Box Dimensions: 17-1/8" L x 5-1/16" W x 3-3/4" H, 18 Ga., Includes Down Spout		
1 ea		Vented Base For Curb		
1 ea		CRB26.5X24E EF-1 Curb On Fan #1 Flat Curb		
1 ea		Hinged Base For Curb, Standard Hinge Attached To Curb, Used On Fans W/ Wheels 20" Or Smaller, 12 Ga. Galvanized		
		<b>* FAN #2 - SUPPLY FAN (MUA-1)</b>		
1 ea		A2-G15 Untempered Supply Unit W/ 12" Blower In Size #2 Housing Supply Fan Handles 1547 CFM @ 0.500" wc ESP, Fan Runs At 606 RPM Supply Motor: 0.500 HP, 3 Phase, 208 V, 1.9 FLA, Open Drip Proof Down Discharge - Air Flow Right -> Left		
1 ea		Sloped Filtered Intake For Size #2 Modular Untempered Supply Unit, 26.813" W x 53.625" L x 31.313" H, Includes 2" MV EZ Kleen Metal Mesh Filters		
1 ea		CRB31X24 MUA-1 Curb On Fan #2 Flat Curb		
		<b>* ELECTRICAL SYSTEM #1</b>		
1 ea		DCV-1111 Demand Control Ventilation Electrical System W/ Control For (1) Exhaust Fan, (1) Supply Fan, Exhaust On In Fire, Lights Out In Fire, Fans Modulate Based On Duct Temperature. Room Temperature Sensor Shipped Loose For Field Installation. Includes (1) Duct Thermostat Kit		
		<b>* Inverter Duty 30-Phase Motor Required!</b>		
		<b>* Verify Distance Between VFD &amp; Motor; Additional Cost Could Apply If Distance Exceeds 50' 0"</b>		
1 ea		ESV371N02YXB571 Variable Frequency Drive, 1/2 HP Max., 200/240V, 1 Or 3 Phase Input, 2.4 Amps Max., NEMA 1 Enclosure, W/ 2RJ-45 For MODBUS		
1 ea		ESV112N02YXB571 Variable Frequency Drive, 1/2 HP Max., 200/240V, 1 Or 3 Phase Input, 6.0 Amps Max., NEMA 1 Enclosure, W/ 2RJ-45 For MODBUS		
1 ea		S/Steel Hinged Electrical Box, 20" W x 18" H x 8.62" D, NEMA 1 VENTED, Includes Fan Filter Assembly		
		<b>* Used On New SC-EMS Control Panels</b>		
1 ea		PSP Thermostat Kit, Includes (1) Duct Thermostat, Quick Seal & J-Box For Monitoring Of PSP Discharge Temperature		
1 ea		CASLink Building Monitoring System Communications Module, Includes Monitoring Provisions For CORE Interlock Fire Network & Hood Control Network.		
		<b>* Requires Internet Connection</b>		
1 ea		Digital Prewire Lighting Relay Kit, Includes Hood Lighting Relay & Terminal Blocks, Allows For Up To 1400W Of Lighting Each		
		<b>* WRAPPERS &amp; SPLASHES</b>		
		<b>* HOOD #1 - COOK LINE</b>		
1 ea		FIELD WRAPPER 18.00" H - Front, Left, Right		
1 ea		BACKSPLASH 80.00" H x 102.00" L, 430 S/Steel Vertical, Includes End Caps & Divider Bars		



New & Nearly New Restaurant Equipment &

09/26/2016





Item	Qty	Description	Sell	Sell Total
	1 ea	SIDESPLASH 80.00" H x 30.00" L - Left, 430 S/Steel Vertical, Includes End Caps & Divider Bars		
	1 ea	SIDESPLASH 80.00" H x 30.00" L - Right, 430 S/Steel Vertical, Includes End Caps & Divider Bars		
		<b>** CUSTOMER INFORMATION **</b>		
	1 ea	INSTALLATION BY OTHERS: INSTALLATION, DUCTWORK, PATCHING, ALL ELECTRICAL FIELD WIRING, START-UP & BALANCE, GAS OR ELECTRIC SHUTDOWN FOR FIRE SYSTEM HOOK-UP. ***** NOTE: CUSTOMER IS RESPONSIBLE FOR ADDITIONAL LABOR CHARGES AS A RESULT OF COOKING EQUIPMENT LAYOUT CHANGES AFTER THE RELEASE OF THE ORDER, UNION LABOR / PREVAILING WAGE CHARGES OR ADDITIONAL TRIPS BY FIRE SYSTEM DISTRIBUTOR CAUSED BY JOBSITE DELAYS, PERMITS, FEES OR TEST REQUIRED BY LOCAL AUTHORITY. SUBMITTAL WILL SPECIFY APPLICABLE TESTING & APPROVAL AGENCIES. ***** CAPTIVE AIRE SYSTEMS REQUIREMENT FOR ALL FIELD HOOK UPS: ALL FIRE SYSTEM DETECTION CONDUIT MUST BE 1/2" EMT. ALL CONDUIT FITTINGS MUST BE COMPRESSION TYPE & FULLY TIGHTENED. ALL CONDUIT ENDS MUST BE REAMED, DEBURRED & BLOWN CLEAR OF DEBRIS PRIOR TO ASSEMBLY. ALL CONDUIT MUST BE FULLY & ROBUSTLY SUPPORTED TO AVOID ACCIDENTAL FIRE SYSTEM DISCHARGE. ***** CAPTIVE AIRE SYSTEMS PRODUCT MUST BE INSTALLED IN ACCORDANCE WITH INSTALLATION INSTRUCTIONS PROVIDED WITH EQUIPMENT OR AVAILABLE ON OUR WEB SITE AT <a href="http://www.captiveaire.com">www.captiveaire.com</a> . ***** DUCTWORK MUST BE DESIGNED & INSTALLED IN ACCORDANCE WITH AMCA & ASHRAE STANDARDS AS PRESENTED IN CAPTIVE AIRE SYSTEMS "GUIDE TO DESIGNING AIR FLOW SYSTEMS" AVAILABLE AT <a href="http://www.captiveaire.com/manuals/airsystemdesign/designairsystem.htm">http://www.captiveaire.com/manuals/airsystemdesign/designairsystem.htm</a> . ***** <b>NOTE: AS PER CAPTIVE AIRE DRAWINGS PROVIDED</b>		
16	1 ea	 SODA BEVERAGE POST / PRE MIX DRINK DISPENSER Servend Model No. DI-2323-8 Drop-In Beverage Dispenser, (8) Flomatic 464 valves, 80 lb. ice bin capacity, LED lighted dual-view™ merchandiser with "Quench Your Thirst" sign, flex manifold, key switch, drain kit, front accessible cold plate with 3/8" barbed fittings, (1) recessed 3/4" FPT is located on the bottom of the unit & (1) recessed 3/4" FPT drain connection for the drain pan adjacent to the cold pan drain, cUL, UL, NSF	<By Vendor>	
	1 ea	Ambient carbonation, standard		
	1 ea	120v/60/1-ph, 2.4 amps, standard		
	1 ea	2 year limited parts & 1 year limited labor warranty (USA)		
	1 ea	Sanitary lever operated beverage valves		
	Class 85	Weight: 190 lbs total		
17	1 ea	FRYMATE VX15 DRAIN CABINET	\$950.00	\$950.00





New & Nearly New Restaurant Equipment &

09/26/2016


Item	Qty	Description	Sell	Sell Total
		Vulcan Model No. FRYMATE VX15 Frymate™ Holding Station, free standing or add-on unit, 15-1/2" wide, 30-1/8" depth, stainless steel cabinet base, stainless steel top drain section with removable grease collector, set of 4 casters (2 locking), connecting strip and hardware included, (for 35-65 lb capacity gas or electric fryers)		
	1 ea	1 year limited parts & labor warranty, standard		
Class 85		Weight: 122 lbs total		
17.1	1 ea	<b>FRYER</b>	\$4,395.00	\$4,395.00
		Vulcan Model No. 1TR45A PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45-50 lb. capacity, solid state analog knob control with melt cycles, ThreePass™ heat transfer system, electronic ignition, twin baskets, stainless steel cabinet and fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU, CSA, NSF, ENERGY STAR®		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	10 year limited tank warranty, standard		
	1 ea	Gas type to be specified		
	1 ea	120v/60/1-ph, with cord & plug, standard		
Class 85		Weight: 201 lbs total		
17.1	1 ea	<b>FRYER</b>	\$6,875.00	<Alternate>
		Vulcan Model No. 1TR45AF PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45-50 lb. capacity, solid state analog knob control with melt cycles, ThreePass™ heat transfer system, electronic ignition, KleenScreen PLUS® filtration system, twin baskets, stainless steel cabinet and fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU, CSA, NSF, ENERGY STAR®		
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	10 year limited tank warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	1 ea	120v/60/1-ph, with cord & plug, standard		<Alternate>
Class 85		Weight: 230 lbs total		
18	1 ea	<b>CHARBROILER</b>	\$2,795.00	\$2,795.00
		Star Model No. 8136RCBA (QUICK-SHIP) Ultra-Max® Charbroiler, gas, 36"L, 30-5/8"D, 18"H, steel radiants, adjustable manual controls every 6", welded steel frame with stainless steel side & front panel, bullnose, cast iron broiling grates, drip pan, splash guard & grease trough, 4" legs, 120,000 BTU, cULus, UL, NSF 4		
	1 ea	3 year parts & labor warranty, standard		
	1 ea	Gas type to be specified		
Class 85		Weight: 328 lbs total		
18	1 ea	<b>CHARBROILER</b>	\$3,259.00	<Alternate>





New & Nearly New Restaurant Equipment &


09/26/2016

Item	Qty	Description	Sell	Sell Total
		Vulcan Model No. VACB36 Achiever Charbroiler, countertop, 36", (6) 17,000 BTU cast iron burners, infinite heat control valves, fully welded chassis, (1) drip tray, stainless steel front, sides & top trim, backsplash & grease trough, 4" adjustable legs, 102,000 BTU, CSA, NSF		
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	Class 85	Weight: 370 lbs total		
19	1 ea	<b>EQUIPMENT STAND, REFRIGERATED BASE</b> Continental Refrigerator Model No. DL60G Refrigerator Griddle Stand, two-section, (2) drawers - accommodates (3) 12" x 20" x 6", dial thermometer stainless steel top with drip guard marine edge, stainless steel exterior, interior and back, 4" casters, self-contained refrigeration, 1/4 hp, 10' cord	\$4,315.00	\$4,315.00
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		
	1 ea	115v/60/1, 5.7 amps, NEMA 5-15P, standard		
	1 ea	Condensing unit on the left		
	1 ea	4" Casters, standard		
	Class 150	Weight: 495 lbs total		
20	1 ea	<b>COUNTERTOP GRIDDLE</b> Star Model No. 824TSA Ultra-Max® Griddle, countertop gas, 24" W x 24" D cooking surface, 1" steel griddle plate, electronic snap-action thermostats with pilot safety, heavy-duty metal knobs, (2.5) controls, aluminum steel construction, stainless steel front with black trim, wrap-around stainless steel splash guard, 3-1/2" grease trough & stainless steel drawer, 4" adjustable legs, 80,000 BTU, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH	\$2,585.00	\$2,585.00
	1 ea	3 year parts & labor warranty, standard		
	1 ea	Gas type to be specified		
	Class 85	Weight: 300 lbs total		
20	1 ea	<b>COUNTERTOP GRIDDLE</b> Vulcan Model No. VCCG24-AC Heavy Duty Griddle, countertop, gas, 24" W x 24" D cooking surface, 3/4" thick Rapid Recovery™ composite plate, (2) burners, solid state thermostat every 12", atmospheric type "U" shaped aluminized steel burners, electronic spark ignition & pilot protection, wire knob guards, (1) drawer, stainless steel front, sides, front top ledge, front grease trough, 4" back & tapered side splashes, 4" adjustable legs, 60,000 BTU, NSF, CSA	\$4,259.00	<Alternate>
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	1 ea	120v/50/60/1-ph, 2 amp, NEMA 5-15P		<Alternate>
	Class 85	Weight: 380 lbs total		
21	1 ea	<b>SANDWICH / PANINI GRILL</b>	\$545.00	\$545.00



New & Nearly New Restaurant Equipment &

09/26/2016


Item	Qty	Description	Sell	Sell Total
		Star Model No. GX14IS (QUICK-SHIP) Grill Express™ Two-Sided Grill, electric, 14" W fixed lower grill, hinged upper grill, smooth iron grill plates, thermostatic control, accommodates product up to 3" thick, 0.75" splash guard on bottom platen, stainless steel front & sides, cULus, UL EPH		
	1 ea	1 year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 1.8 kW, 15.0 amps, NEMA 5-15P (Quick-Ship), standard		
	Class 85	Weight: 63 lbs total		
22	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> Continental Refrigerator Model No. SW72-12-FB Sandwich Unit, Front Breather, 72" wide, three-section, (12) 1/6 size x 4" deep pans with 12" cutting board, (3) field rehingable doors, stainless steel top & front, aluminum sides & interior, 3-5/8" casters, rear mounted self-contained refrigeration, 1/4 hp	\$3,124.00	\$3,124.00
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		
	1 ea	115v/60/1, 7.6 amps, NEMA 5-15P, standard		
	Class 150	Weight: 385 lbs total		
22	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> Continental Refrigerator Model No. CRA68-12-D Refrigerated Base Sandwich Unit, 68" wide, #300 Series stainless steel top with (12) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (4) drawers - top drawers hold (1) 12" x 20" + (3) 1/6 pans each & Bottom drawers holds (2) 12" x 20" pans each, (1) half height field rehingable door, 5" casters, 1/3 hp, side-mounted refrigeration, NSF, CE, ETL	\$4,989.00	<Alternate>
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<Alternate>
	1 ea	115v/60/1, standard		<Alternate>
	1 ea	Condensing unit on the left		<Alternate>
	Class 150	Weight: 490 lbs total		
24	1 ea	<b>HAND SINK</b> John Boos Model No. PBHS-W-0909-SSLR-X Pro-Bowl Hand Sink, wall mount, 12" W x 14-1/2" D x 12-1/4" H O.A, all stainless steel construction, 9"W x 9" front-to-back x 5" deep bowl, 1-7/8" drain, basket drain included, 4" O.C. splash mounted faucet holes includes left & right side splash, basket drain, NSF, CSA (faucet NOT included) (FLYER NET PRICING)	\$118.00	\$118.00
	1 ea	PBF-4SM-5GLF-X Sink Mixing Faucet, with 5" gooseneck spout, splash mounted, 4" centers, with 1/2" NPT (LOW LEAD FAUCET) (FLYER NET PRICING)	\$83.00	\$83.00
	Class 85	Weight: 16 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$201.00</b>
24	1 ea	<b>DRAFT BEER COOLER</b>	\$2,774.00	\$2,774.00





New & Nearly New Restaurant Equipment &

09/26/2016

Item	Qty	Description	Sell	Sell Total
		Turbo Air Model No. TBD-3SD Super Deluxe Beer Dispenser, 69-1/8" L, (2) swing doors, stainless steel countertop & exterior, stainless steel inside walls & floor, galvanized steel interior top, (3) 1/2 barrel capacity, (2) 3" dia. stainless steel insulated beer columns with double faucet, door locks, recessed handles, LED interior lighting, side mount, front breathing, 4" casters, 1/3 HP, 115v/60/1, 7.0 amps, cord with NEMA 5-15P, NSF 7, cETLus, ENERGY STAR®		
	1 ea	3 year parts & labor warranty, standard		
	1 ea	Additional 2 year compressor warranty (5 year total), standard		
	1 ea	Self-contained refrigeration, standard		
	Class 150	Weight: 338 lbs total		
24	1 ea	<b>DRAFT BEER COOLER</b> Krowne Metal Model No. DB72L Draft Beer Cooler, two section, 72"W x 24"D, self-contained refrigeration mounted on left, (1) stainless steel draft beer tower with (3) faucets & 16" x 8" drain pan, 30°F to 40°F temperature range, (2) hinged doors with locks, (2) stainless steel floor racks, digital thermostat, galvanized interior walls, stainless steel interior floor, includes condensate evaporator, R134a, 1/4 HP, 115v/60/1-ph, 6.0 amps, 8' cord & NEMA 5-15P, ETL	\$2,999.00	<Alternate>
	1 ea	This equipment is intended for the storage & display of non-potentially-hazardous bottle or canned products only.		<Alternate>
	1 ea	1 year parts & labor warranty, 5 year compressor warranty, standard		<Alternate>
	1 ea	3-faucet Column tower, standard		<Alternate>
	2 ea	S - Stainless steel doors	\$92.00	<Alternate>
	1 ea	S - Stainless steel top, standard		<Alternate>
	1 ea	S - Stainless steel cabinet sides, both, standard		<Alternate>
	1 ea	L - Left hinge location, first door		<Alternate>
	1 ea	R - Right hinge location, second door		<Alternate>
	1 st	BC-135 Casters, 3" with brakes, (set of 6), raises unit 4"	\$99.00	<Alternate>
	Class 150	Weight: 514 lbs total		
			<b>ITEM TOTAL: &lt;Alternate&gt;</b>	<b>\$3,282.00</b>
24	1 ea	<b>DRAFT BEER COOLER</b> Perlick Corporation Model No. DDC68 Concessionaire Draft Beer Dispenser, self-contained direct draw, 68"W x 24-3/4"D x 40-9/16"H, holds (2) half barrels & (1) quarter barrel (LESS TAPPING), 33-40°F temperature range, (2) solid doors, digital thermostat, front vented, automatic defrost & evaporator condensate, includes floor drain, stainless steel exterior, (4) 6-1/8" casters, R134a, 1/4 HP, 5.5amps, NEMA 5-15P, NSF, cULus	\$3,405.00	<Alternate>
	1 ea	120v/60/1-ph, 5.5 amps, NEMA 5-15P		<Alternate>
	1 ea	5 yr. compressor warranty, 1 yr. parts & labor warranty		<Alternate>
	1 ea	Stainless Steel - Draft Arm Top		<Alternate>
	1 ea	69526-2DA Draft Arm Style Beer Dispensing Kit - (2) Faucets, Chrome (dispensing head, drainer, faucet(s), air distributors, beer line connectors, air hose, air distributor cover, beer & drain line covers, air scoop & tubing, air sleeve, spanner wrench, drainer tubing - 8',	\$520.00	<Alternate>





New & Nearly New Restaurant Equipment &


09/26/2016

Item	Qty	Description	Sell	Sell Total
	1 ea	silicone, hardware & fittings, field installation kit) (NOTE: keg couplers sold separately) Note: Keg coupler not included in beer dispensing kits; must be ordered separately. Refer to the Perlick tapping price book or perlick.com		<Alternate>
Class 92.5		Weight: 365 lbs total		
			ITEM TOTAL: <Alternate>	\$3,925.00
25	1 ea	<b>GLASS FROSTER</b> Krowne Metal Model No. MC24S Underbar Glass Froster, slide top, 24"W x 24"D, self-contained refrigeration, -5° to 5°F temperature range, digital thermostat, (1) sliding door on top, interior floor rack & (2) layers of shelves, automatic defrost timer, automatic condensate evaporator, stainless interior & exterior, R404A, 1/3 HP, 115v/60/1-ph, 5.2 amps, 8' cord with NEMA 5-15P, ETL-Sanitation	\$1,669.00	\$1,669.00
	1 ea	This equipment is not intended for storage or display of food or beverages.		
	1 ea	1 year parts & labor warranty, 5 year compressor warranty, standard		
	1 st	BC-134 Casters, 3" with brakes, (set of 4), raises unit 4"	\$69.00	<Optional>
Class 150		Weight: 169 lbs total		
			ITEM TOTAL:	\$1,669.00
25	1 ea	<b>GLASS FROSTER</b> Perlick Corporation Model No. FR24 Glass Froster, underbar, 24"W, self-contained refrigeration, -10°F to 10°F temperature range, (3.75) cu.ft. interior volume, (1) dent-resistant stainless steel sliding door on top with die-cast handle, door frame heater, front vented, manual defrost, self-evaporating condensing pan, includes floor racks, stainless steel top & interior, R134a, 1/3 HP, 115v/60/1-ph, 5.8 amps, 6' cord & NEMA 5-15P, NSF, cULus	\$1,727.00	<Alternate>
	1 ea	5 yr. compressor warranty, 1 yr. parts & labor warranty		<Alternate>
	1 ea	Black cabinet finish		<Alternate>
	1 ea	Flat shelving (2 Layers)	\$43.00	<Alternate>
Class 150		Weight: 190 lbs total		
			ITEM TOTAL: <Alternate>	\$1,770.00
26	1 ea	<b>GLASSWASHER</b> Jackson WWS Model No. DELTA 115 Delta® Underbar Glasswasher, rotary type, 25-1/4"W x 25-1/4"D x 39"H, double-wall stainless steel construction, low temperature chemical sanitizing, approximately (1,200) glasses/hour capacity, (3) built-in dispensing pumps, clockwise rotation, auto-start, gravity drain, 1/10 HP wash pump, NSF, cETLus (115v)	\$3,865.00	\$3,865.00
	1 ea	1 year parts & labor warranty, continental USA, standard		
	1 ea	Voltage to be verified with jobsite		
Class 92.5		Weight: 210 lbs total		
26	1 ea	<b>GLASSWASHER</b>	\$6,030.01	<Alternate>



New & Nearly New Restaurant Equipment &

09/26/2016


Item	Qty	Description	Sell	Sell Total
		Perlick Corporation Model No. PKBR24 Underbar Glasswasher, batch rotary type, 24"W, low temperature chemical sanitizing, (720) 2-1/4" dia. glasses per hour, 10" maximum glass height, top-mounted instrument panel, upper & lower wash arms, peristaltic metering pumps, removable vinyl-coated glass racks, metal divider with safety switch, 650W wash tank heater included, stainless steel construction, 6" adjustable legs, 120v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, ULEPH		
	1 ea	1 yr. parts & labor warranty		<Alternate>
	Class 92.5	Weight: 225 lbs total		
27	1 ea	<b>HAND SINK</b> Krowne Metal Model No. KR18-18ST Royal 1800 Series Underbar Hand Sink Unit, free standing, 18"W x 19"D, 6-1/2"H backsplash, 14" wide x 10" front-to-back x 7" deep sink bowl, 4" O.C. splash mount Royal Series faucet with swing spout (low lead compliant), built-in soap & towel dispenser, stainless steel construction, stainless steel legs with adjustable plastic bullet feet, NSF	\$590.00	\$590.00
	Class 150	Weight: 60 lbs total		
27	1 ea	<b>HAND SINK</b> Krowne Metal Model No. KR21-SD18C Royal 2100 Series Underbar Hand Sink Unit, cabinet base with hinged door, 18"W x 26"D (to match speed rail depth), 6-1/2"H backsplash, 14" wide x 10" front-to-back x 10" deep sink, 4" O.C. deck mount Royal Series faucet with swing spout (low lead compliant), (1) 9" overflow standpipe, 6" waste chute, stainless steel construction, stainless steel legs with gray plastic bullet feet, NSF	\$820.00	<Alternate>
	1 ea	30-160 Perforated Basket, 6" deep, for 10" x 14" & 10" x 12" dump sink, plastic	\$34.00	<Alternate>
	Class 150	Weight: 65 lbs total		
			<b>ITEM TOTAL: &lt;Alternate&gt;</b>	<b>\$854.00</b>
27	1 ea	<b>GLASS HANDLING CABINET</b> Perlick Corporation Model No. 7057-1 Glass Handling Cabinet less faucet, 24" prep, for 24" glass washer	\$1,460.00	<Alternate>
	1 ea	924GN-LF Lead Free Faucet with gooseneck spout, wall mounted	\$153.90	<Alternate>
	Class 100			
			<b>ITEM TOTAL: &lt;Alternate&gt;</b>	<b>\$1,613.90</b>
28	1 ea	<b>STORAGE CABINET</b> Krowne Metal Model No. KR18-S36 Royal 1800 Series Underbar Workboard, storage cabinet, 36"W x 24"D, 6-1/2"H backsplash, embossed drainboard top, open front cabinet base, stainless steel construction, stainless steel legs with adjustable plastic feet, NSF	\$578.00	\$578.00
	Class 150	Weight: 140 lbs total		
28	1 ea	<b>STORAGE CABINET</b>	\$722.00	<Alternate>





New & Nearly New Restaurant Equipment &

09/26/2016

Item	Qty	Description	Sell	Sell Total
		Perlick Corporation Model No. SC30-18 Underbar Storage Cabinet, drainboard top, 30"W x 18-9/16"D, open front, 6"H backsplash with 1" return at top, embossed drainboard with 1-1/2" NPS male drain, adjustable intermediate shelf, stainless steel construction, stainless steel legs & adjustable feet, NSF		
	1 ea	6" Backsplash standard		<Alternate>
	Class 100	Weight: 64 lbs total		
29	1 ea	<b>DROP-IN SINK</b> Krowne Metal Model No. HS-1220 Drop-In Hand Sink, one compartment, 12-1/4"W x 18"D x 15-1/2"H O.A., 10-3/8" wide x 14" front-to-back x 9" deep compartment, 4" O.C. deck mount faucet gooseneck with gooseneck spout (low lead compliant), side splashes on left & right, 1-1/2" drain, stainless steel construction, NSF (10"W x 14"D cut-out required)	\$217.00	\$217.00
		Weight: 8 lbs total		
30	1 ea	<b>DROP-IN SINK</b> Advance Tabco Model No. DI-3-1612 Drop-In Sink, 3-compartment, 16" wide x 20" front-to-back x 12" deep each/bowl, 18 gauge 304 series stainless steel, deck mounted 12" swing spout faucets, basket drains	\$1,049.00	\$1,049.00
	1 ea	Note: This faucet complies with 2014 Federal no lead standards		
	Class 100	Weight: 60 lbs total		
31	1 ea	<b>DROP-IN SINK</b> John Boos Model No. PB-DISINK162012-3-X Drop-In Sink, three compartment, 16"W x 20" front to back x 12" deep bowl, 4" OC on deck mount faucet holes, 3-1/2 basket drain, 16/300 stainless steel, (faucet not included), NSF (FLYER NET PRICING)	\$510.00	<Alternate>
	1 ea	PBF-4DM-10LF-X Sink Mixing Faucet, with 10" swing spout, deck mounted, 4" centers, with 1/2" NPT (LOW LEAD FAUCET)	\$70.00	<Alternate>
	Class 85	Weight: 84 lbs total		
			<b>ITEM TOTAL: &lt;Alternate&gt;</b>	<b>\$580.00</b>
Z-1	1 ea	<b>INSTALLATION KIT</b> New and Nearly New Co. Inc.I ***Estimate For Installation Of Exhaust Hood System, NOTE: Installer must visit Job Site for an accurate quote to be supplied ***	\$9,500.00	\$9,500.00
Z-2	1 ea	<b>INSTALLATION</b> New and Nearly New Co. Inc.I Model No. WALK-INS ***Installation Of Walk-In Boxes, Refrigeration And Remote Condensers, Price is for Budget Purposes And Is Only An Estimate ***	\$6,000.00	\$6,000.00
Z-3	1 ea	<b>FREIGHT PROGRAM / IN BOUND</b> New and Nearly New Co. Inc.I All Manufacturers Inbound Freight Charges For All Equipment Within This Quotation, To Be Determined Upon Equipment Selection.	\$2,940.00	\$2,940.00
Z-3	1 ea	<b>DELIVERY</b> New and Nearly New Co. Inc.I	\$2,495.00	\$2,495.00





**New & Nearly New Restaurant Equipment &**

**09/26/2016**

Item	Qty	Description	Sell	Sell Total
This Job / Quotation Includes The Following SCOPE OF WORK, Delivery Charges As Listed: (UNION LABOR NOT INCLUDED)				
All Equipment Within This Quotation To Be Received, Inspected, Consolidated / Staged In Our Warehouse, Delivered To Job Site, Unloaded, Uncrated, Set-In-Place, Located And Leveled In Proximity To Final Connections.				
			Merchandise	\$90,050.00
			Tax 7%	\$4,838.05
			Total	\$94,888.05

Prices Good Until: 09/24/2016



## Shirley M. Conley

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**From:** Melinda Archer <marcher@evergreen-lm.com>  
**Sent:** Tuesday, January 17, 2023 12:12 PM  
**To:** Larry Krause  
**Cc:** Shirley M. Conley; Mandy Morgan  
**Subject:** RE: Solterra Resort - Lease Payments and Reports  
**Attachments:** Solterra Eats sales-summary-2022-01-01-2022-12-31.xlsx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Afternoon,

Payments below, Sales report attached.

Evergreen Eats Solterra, LLC (Count: 4)

05122022	Retro Rental Payment and Q1	5/12/2022	\$	22,521.00	5/18/2022	In-Office Check
06302022	Quarter 2 2022 Rent Payment	6/30/2022	\$	4,500.00	7/12/2022	In-Office Check
09302022	Quarter 3 2022 Rent Payment	9/30/2022	\$	3,600.00	10/13/2022	In-Office Check
12312022	Quarter 4 2022 Rent Payment	12/31/2022	\$	3,600.00	1/11/2023	In-Office Check

Invoice Total: \$34,221.00

Any questions,

Please let me know.

Melinda Archer  
**Corporate Accountant**  
Evergreen Lifestyles Management  
270 W Plant Street, Ste 340  
Winter Garden, FL 34787  
Email [marcher@evergreen-lm.com](mailto:marcher@evergreen-lm.com)  
Visit us at [www.evergreen-lm.com](http://www.evergreen-lm.com)

*A portion of our business involves the collection of a debt, thus, the Fair Debt Collection Practices Act requires the disclosure that this is a communication from a debt collector and any information received or sent may be used for the purpose of collecting a debt. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail or by telephone at [\(877\) 221-6919](tel:877-221-6919) and delete the original message. Thank you.*



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**From:** Larry Krause <lkrause@dpgmc.com>  
**Sent:** Tuesday, January 17, 2023 12:00 PM  
**To:** Melinda Archer <marcher@evergreen-lm.com>



**Cc:** Shirley M. Conley <sconley@dpfgmc.com>  
**Subject:** Solterra Resort - Lease Payments and Reports

Hi Melinda,

Can you please send me and Shirley the sales reports for the café for CY 2022 along with records of payments made for the year?

Thank you,  
Larry

**Larry Krause**  
District Manager

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DPFG is a wholly-owned subsidiary of Vesta Property Services, Inc.



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## Solterra Eats 2022 Sales Per Square.com

Sales	01/01/2022-01/31/2022	02/01/2022-02/28/2022	03/01/2022-03/31/2022	04/01/2022-04/30/2022	05/01/2022-05/31/2022	06/01/2022-06/30/2022	07/01/2022-07/31/2022	08/01/2022-08/31/2022	09/01/2022-09/30/2022	10/01/2022-10/31/2022	11/01/2022-11/30/2022	12/01/2022-12/31/2022
Gross Sales	\$26,112.40	\$56,878.05	\$86,721.93	\$87,024.58	\$71,421.80	\$61,812.86	\$72,164.73	\$41,096.59	\$28,340.51	\$45,389.74	\$28,056.85	\$33,442.70
Returns	(\$102.95)	(\$21.52)	(\$238.64)	(\$384.36)	(\$54.70)	(\$409.54)	(\$530.56)	(\$417.38)	(\$210.70)	(\$249.69)	(\$124.87)	(\$198.06)
Discounts & Comps	(\$398.50)	(\$434.77)	(\$664.40)	(\$1,650.50)	(\$1,503.23)	(\$660.93)	(\$1,002.68)	(\$704.44)	(\$504.08)	(\$555.55)	(\$1,016.88)	(\$881.12)
Net Sales	\$25,610.95	\$56,421.76	\$85,818.89	\$84,989.72	\$69,863.87	\$60,742.39	\$70,631.49	\$39,974.77	\$27,625.73	\$44,584.50	\$26,915.10	\$32,363.52
Gift Card Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax	\$1,521.74	\$3,353.29	\$5,093.88	\$5,045.53	\$4,146.13	\$3,601.85	\$4,187.47	\$2,369.77	\$1,637.95	\$2,643.93	\$1,596.51	\$1,917.85
Tip	\$0.00	\$0.00	\$0.00	\$5.62	\$1.00	\$3.00	\$83.00	\$7.00	\$60.00	\$224.33	\$37.50	\$77.25
Refunds by Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$27,132.69	\$59,775.05	\$90,912.77	\$90,040.87	\$74,011.00	\$64,347.24	\$74,901.96	\$42,351.54	\$29,323.68	\$47,452.76	\$28,549.11	\$34,358.62
Payments												
Total Collected	\$27,132.69	\$59,775.05	\$90,912.77	\$90,040.87	\$74,011.00	\$64,347.24	\$74,901.96	\$42,351.54	\$29,323.68	\$47,452.76	\$28,549.11	\$34,358.62
Fees	(\$572.45)	(\$1,181.70)	(\$1,876.44)	(\$1,901.98)	(\$1,519.10)	(\$1,314.16)	(\$1,604.10)	(\$842.31)	(\$624.66)	(\$994.61)	(\$605.76)	(\$707.24)
Net Total	\$26,560.24	\$58,593.35	\$89,036.33	\$88,138.89	\$72,491.90	\$63,033.08	\$73,297.86	\$41,509.23	\$28,699.02	\$46,458.15	\$27,943.35	\$33,651.38



# EXHIBIT 9



**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**REVISED AMENITIES RULES & POLICIES**





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## PART 1: Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 27, 2022, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined in this Part 1 shall have the meaning ascribed to them in the Amenities Policies of Solterra Resort Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must properly reserve the room or area in accordance with the Facility Rental Policies, as detailed in the Amenities Policies of Solterra Resort Community Development District and pay the appropriate rental fee and deposit in the amounts set forth below.

Room / Area	*Rental Fee	Deposit
Multi-purpose field	\$50/hour	\$300
Covered patio at pool	\$50/hour	\$300
Clubhouse room	\$100/hour	\$300
Clubhouse room and covered patio	\$140/hour	\$300
Cabanas (pool side)	Non-electric cabanas: \$200/daily Electric cabanas: \$250/daily	Total cost of rental due up front.

\*The Amenity Manager is authorized to charge fees not to exceed to the rental fees listed above; however, in the discretion of the Amenity Manager, the rental fees may be adjusted downward for weekdays, weekends, and holidays. However, all rental fees are increased by \$25.00 per hour for each hour past normal operating hours.





5. **Activity and Program Rates.** The following non-clubhouse fees apply:

Resort program prices are charged on an activity-by-activity basis.

Activity	Fee	Deposit (if applicable)
Happy Hour	Charge per person based on market rate	None
Parents Night out/movie	Charge per person based on market rate	None
Other events as scheduled	Charge per person based on market rate	None

6. **Miscellaneous Fees.**

Item	Fee
Additional Access Card	\$25.00
Replacement of damaged, lost, or stolen Access Card	\$25.00
Guest accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Free
Individual who is not a Guest and is not accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Annual User Fee
Insufficient funds fee (for submitting an insufficient funds check)	\$30.00

7. **Special Provisions.**

- a. **After-Hours Events.** All rental fees are increased by \$25.00 per hour for each hour past normal operating hours.
- b. **Homeowner's Association and Master Developer Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted to utilize the clubhouse for one free meeting per month, subject to availability.
- c. **Additional Costs.** The District may, in its sole discretion, require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.



8. **Adjustment of Rates.** Not more than once per year, the Board may adjust, by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than ten percent (10%) per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
9. **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2021)



## PART 2: Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on October 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

### DEFINITIONS

The following definitions shall apply to these policies in their entirety:

**"Access Card"** – shall mean the identification card issued to Patrons.

**"Amenities"** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**"Amenities Policies" or "Policies"** – shall mean all policies of the District relative to the Amenities, as amended from time to time.

**"Amenity Manager"** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

**"Annual User Fee"** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules and included in the District's Operation & Maintenance expenses charged to each property owner.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Solterra Resort Community Development District.

**"District Manager"** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Family"** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen,





together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

**“Non-Resident”** – shall mean any person that does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Patrons, and Renters.

**“Person”** – shall mean an individual, or legal entity recognized under Florida law.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person or Family owning property within the District.

### **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

**Renter’s Privileges.** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.



1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron who is at least sixteen (16) years of age may bring a maximum of four (4) Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four (4) Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also, in its discretion, invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

#### **Use of Amenities Facilities at Your Own Risk**

***Registration / Disclaimer.*** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**



## **ACCESS CARDS AND CODES**

**Use of Access Cards.** Patrons can use their Access Cards or key pad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

**Issuance of Access Cards.** Each Patron will receive two (2) Access Cards upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

**Non-Transferable.** Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

**Lost or Stolen Cards.** All lost or stolen Access Cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen Access Cards.

## **FACILITY RENTAL POLICIES**

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than four (4) months prior to the event. Patrons interested in rental of the Amenities must contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities available for rental are responsible for ensuring that all Guests and attendees adhere to the District's policies.
2. **Amenities Available for Rental:** Only the following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.
3. **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Attachment C**, to the Amenity Manager no later than fourteen (14) days prior to the requested event indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The Amenity Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of





Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the Amenity Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Payment & Registration.** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental fee, both made out to “Solterra Resort Community Development District” must be delivered to the Amenity Manager, along with completed paperwork and insurances, if necessary.
5. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District’s rules. To receive the full refund of the deposit within ten (10) days after the event, the renter must:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all decorations or event displays; and
  - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours but no more than four (4) hours, and no after-hours events shall extend past midnight. If the event lasts longer than four (4) hours, the deposit is forfeited.
8. **Available Hours.** The Amenities available for rental may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after normal operating hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
9. **Capacity.** The clubhouse capacity limit (50 total person, including employees) shall not be exceeded at any time for a party or event.
10. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents’ enjoyment of their homes.



11. **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
12. **Cancellation.** If the individual renting one or more of the Amenities wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty (30) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event, 100% of the security deposit and 0% of the rental fee will be returned.

### COMMUNITY PROGRAMMING

**Resources.** The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests, and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs and may add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Solterra Resort  
5200 Solterra Blvd, Davenport FL  
863-547-9839

**Patrons and Guests Only.** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

**Registration.** Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, interest parties must register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other



programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

**Cancellation by the District.** The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account in the amount of applicable fees paid to the District by the Patron for participation in such program prior to cancellation.

**Refunds.** Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

### **GENERAL PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at 877-221-6919, and to the office of the District Manager at 321-263-0132.

**Hours of Operation.** All hours of operation of the Amenities will be established and published by the District. The clubhouse will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration and Access Cards.** Patrons and their Guests have the right to use the Amenities as set forth herein. In order to use the Amenities, each Patron, including all of Patron’s Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. Patrons are responsible for their actions and those of their Guests. All Patrons must sign-in and have their assigned Access Card or key pad code upon entering the clubhouse. Access Cards and codes are only to be used by the Patron to whom they are issued.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities.



3. **Minors.** Patrons aged eighteen (18) years of age or older are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron. Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors, with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café.
6. **Alcohol.** Alcoholic beverages shall be served from the Café ONLY, except at pre-approved special events. For pre-approved rentals and planned events, Patrons will be required to hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Smoking, including the use of e-cigarettes or other electronic smoking devices, is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool or swimming pool deck area, tennis courts, or playground. All waste must be disposed of in the appropriate receptacles.
8. **Pets.** With the exception of service animals, pets are not permitted, and pets are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets, including service animals, as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.





12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
20. **Trespassing/Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills are not permitted on public areas, except if pre-approved for use during approved events.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.



25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

### **FITNESS CENTER**

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests aged sixteen (16) years of age and older may use the fitness center. Patrons and Guests between the ages of thirteen (13) to fifteen (15) must be accompanied by a parent or guardian at all times to use the fitness room. Patrons aged twelve (12) years and under may not use the fitness room.
3. **Attire.** Appropriate attire, including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).
6. **Noise.** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free



weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

### **POOL, POOL SLIDE & SPA AREA**

The following policies apply to the District's pool, pool slide, and spa areas:

1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours. There is no lifeguard on duty.
2. **Operating Hours.** Swimming is permitted only during posted swimming hours. The pool is open 9 a.m. to 10 p.m. (EST). The pool slide areas are open from noon to dusk only. No one is permitted in the pool or pool slide areas at any other time.
3. **Supervision of Children.** Children aged twelve (12) years and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the pool.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café. Outside alcoholic beverages and food are not permitted, except for pre-approved special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms at any time.
6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool.
8. **Noise.** Except at pre-approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls,



- frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances must be kept clear at all times.
  11. **Railings.** No swinging on ladders, fences, or railings is allowed.
  12. **Pool Furniture.** Pool furniture is not to be removed from the pool area and must be returned after use.
  13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
  14. **Pets.** Pets, with the exception of service animals, are not permitted on the pool deck area inside the pool gates at any time.
  15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
  16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person with or suspected of having a communicable disease which could be transmitted through the use of the pool should use the pool.
  17. **Swim Diapers.** Parents or legal guardians should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
  18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
  19. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.





20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
21. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
22. **Pool/Water Slide.** Be advised that the water slide is an adventure activity and may expose the rider to possible physical injury. In deciding to participate the rider assumes full responsibility of any injury sustained. Riders must be at least 36 inches tall and be able to swim the width of the pool in order to exit the catch pool area to use the slide. Riders are not allowed to wear flotation devices to ride the slide; they must be able to exit the slide flume and swim to the exit by themselves. No metal objects, locker keys, jewelry, metal straps, watches, goggles, sunglasses, or eyeglasses permitted on the slide as they may cause injury. Cutting ahead of others in line and rowdy play are prohibited and may result in dismissal from the pool area. No chain riding permitted; only one rider at a time. Enter and exit the flume feet first; standing, stopping, or sliding down head first is prohibited. Hands must be kept inside the flume at all times. No diving from the end of the flume. All riders must cross feet and arms when riding down the slide and enter the catch pool area feet first. Exit the catch pool immediately; individuals must exit the catch pool area before the next rider can be sent. Elderly persons and persons with medical conditions should consult their physician before using the water slide. Pregnant women will not be permitted on the water slide. Parents and/or guardians of children under the age of eighteen (18) are strongly encouraged to observe the activity prior to deciding whether to allow their child to participate. Parents and guardians must abide by all children's policies
23. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **Capacity.** The maximum bathing load for the pool is enforced pursuant to the Florida Department of Health's operating permit for the District's swimming pool ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the pool area until the Capacity Limits are met.



### **LAZY RIVER**

All pool rules identified above are applicable to the Lazy River. Additionally, the following policies apply to the Lazy River:

1. **Swim at Your Own Risk.** The lazy river areas are not supervised during operating hours.
2. **Operating Hours.** The lazy river areas are open from 11 a.m. to dusk only (EST). No one is permitted in the lazy river at any other time unless a specific event is pre-approved.
3. **Supervision of Children.** Children ages twelve (12) years and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the lazy river.
4. **Approved Tubes.** No outside floatation devices are permitted. Floatation devices, such as tubes, may not be stacked while in the water and must be neatly returned to the proper storage area after use.
5. **Flow.** Riders must follow the flow of the current. No jumping, pushing, running or other horseplay is allowed in the lazy river.
6. **Capacity.** The maximum bathing load for the lazy river is enforced pursuant to the Florida Department of Health's operating permit for the District's lazy river ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the lazy river and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the lazy river area until the Capacity Limits are met.

### **TENNIS COURTS**

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Tennis courts are for tennis only.



4. **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the tennis courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. **Operating Hours.** The tennis courts are open from dawn to dusk only. No one is permitted on the tennis courts at any other time unless a specific event is pre-approved and scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards or similar uses are permitted on the tennis courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
12. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

#### **MULTI-PURPOSE FIELD**

Our community offers a multi-purpose field. The following policies apply:

1. **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted on the multi-purpose field.
3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.



5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.
7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
9. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

#### **EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS**

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests by reservation only. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
4. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
5. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
7. **Noise.** Amplified sound systems and DJs are prohibited unless it is pre-approved by the District for an approved program, event or rental. The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.





8. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

### **LAKE OR POND AREAS**

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of sixteen (16) must be accompanied by at least one adult aged eighteen (18) years or older when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons and/or Guests wishing to fish, walk or ride bicycles to the ponds.
4. Do not leave personal property, including but not limited to fishing poles, lines, equipment or bait, unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the ponds and lakes may not be edible since the ponds and lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Patrons and Guests are responsible for verifying the applicable laws, statutes, rules, and regulations.

### **PLAYGROUND AND TOT LOTS**

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds and tot lots at their own risk.
2. Adult (meaning an individual aged eighteen (18) years or older) supervision is required for children under the age of twelve (12) years old. Children must remain



- in the sight of parents and/or guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing, especially with strings, should be worn.
  4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
  5. No food, drinks, or gum are permitted at the playground.
  6. No pets of any kind are permitted at the playground.
  7. No glass containers are permitted at the playground.
  8. No jumping off from any climbing bar or platform.
  9. Profanity, rough-housing, and disruptive behavior are prohibited.
  10. If anything is wrong with the equipment or someone gets hurt, notify the Amenity Manager and District immediately.

### **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

### **USE AT OWN RISK; INDEMNIFICATION**

**Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.**

**Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain**



judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

<b>ATTACHMENT A:</b>	<b>Registration Form</b>
<b>ATTACHMENT B:</b>	<b>Consent and Waiver Agreement</b>
<b>ATTACHMENT C:</b>	<b>Rental Application</b>



**ATTACHMENT A  
Registration Form**

**A specific registration form will be provided for each event.**





**ATTACHMENT B**  
**Consent and Waiver Agreement**

**Solterra Resort Community Development District**  
**Consent and Waiver Agreement**

Thank you for using the Solterra Resort Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

**Acknowledgement of Participation**

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

**Acknowledgement of Health**

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either



had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

### **Role of the District**

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

### **Assumption of Risk**

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

### **Waiver and Indemnification**

**As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.**

**Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or**



**other person, including Participant, shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.**

**The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**

### **Sovereign Immunity**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law.

### **Emergency Transportation and Care**

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the “Waiver and Release of Liability” provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

### **Rules and Policies**

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

### **Insurance Coverage**

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.



### **Binding Effect**

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

### **Miscellaneous Provisions**

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

**[CONTINUED ON FOLLOWING PAGE]**





**I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.**

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_  
(if Participant is 18 years of age or older)

Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)

Parent/Guardian Signature: \_\_\_\_\_  
(if Participant is a minor child)

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number (home/cell): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact (Print Name): \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

**PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.**



**ATTACHMENT C  
Rental Application**

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT  
PATRON – AMENITIES RENTAL APPLICATION**

Today's Date: \_\_\_/\_\_\_/\_\_\_

Event Date: \_\_\_/\_\_\_/\_\_\_

Amenity Requested for Rental (check box):

- Clubhouse
- Outdoor covered patio area
- Multi-purpose field

Type of Event: \_\_\_\_\_

Maximum Number of People Attending: \_\_\_\_\_

Patron Name: \_\_\_\_\_

Patron Address: \_\_\_\_\_

Patron Phone Number: \_\_\_\_\_

Patron Email Address: \_\_\_\_\_

**\*\*RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE  
PATRON\*\***

**CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SOLTERRA RESORT CDD**

**\*\* ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEES  
PER RETURNED CHECK\*\***

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**FOR OFFICE USE ONLY:**

Deposit:      Check # \_\_\_\_\_      Amount: \_\_\_\_\_  
Employee: \_\_\_\_\_

Rental:      Check # \_\_\_\_\_      Amount: \_\_\_\_\_  
Employee: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_      STATE: \_\_\_\_\_

Were there damages / rental issues?      YES: \_\_\_\_\_      NO: \_\_\_\_\_

If yes, describe issues: \_\_\_\_\_  
\_\_\_\_\_

If no, date deposit check refund requested: \_\_\_/\_\_\_/\_\_\_

Request by: \_\_\_\_\_



### **PART 3: Amenities Disciplinary Rule**

Law Implemented: ss. 190.011, Fla. Stat. (2021)

Effective Date: October 27, 2022

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 27, 2022, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern disciplinary matters at the District’s amenities.**

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1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Solterra Resort Community Development District.

2. **General Rule.** All persons using the District’s amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District’s amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an amenity pass;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- f. Treats the District’s supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Amenities Manager.** The Amenities Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s (and his/her family’s) privileges to use any or all of the Amenities for a period not to exceed seven (7) days.



**5. Authority of District Manager.** The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors.

**6. Enforcement of Penalties/Fines.** For any of the reasons set forth above, the District shall additionally have the right to impose a fine up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages, and attorneys' fees as a contractual lien or as otherwise provided pursuant to Florida law.

**7. Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted above, such person may additionally be subject to legal enforcement or other legal action, civil or criminal in nature.

**8. Severability.** If any section, paragraph, clause, or provision of this rule shall be held to be invalid or ineffective for any reasons, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.





## Part 4: Operation Plan

### 1. Vendor List (updated lists maintained at clubhouse and/or with District Manager)

Facility	Service	Frequency	Contact	Start and End Date
Pool				
Landscape				
Streetlights				
Club Room				
Fitness room area				
Clubhouse building				
Cabanas pool side				

### 2. List of Active Warranties (updated lists maintained at clubhouse and/or with District Manager)

Item Number	Manufacturer	Warranty Status	Maintenance Schedule	Maintenance Vendor

### 3. Hours of Operations (All times shown are in EST)

Facility	Open	Closed
Clubhouse	<u>9:00 a.m.</u>	<u>7:00 p.m.</u>
Fitness Center	<u>5:00 a.m.</u>	<u>11:00 p.m.</u>
Pool	<u>9:00 a.m.</u>	<u>10:00 p.m.</u>
Pool Slide	<u>12:00 p.m.</u>	<u>dusk</u>
Lazy River	<u>11:00 a.m.</u>	<u>dusk</u>



**4. Routine Cleaning Procedures (updated lists maintained at clubhouse and/or with District Manager)**

Facility	Vendor	Service	Frequency

**5. Cleaning Record Form**

**Maintained with the in the clubhouse and/or District Manager**



# EXHIBIT 10



# POLK COUNTY FIRE RESCUE

## MAXIMUM OCCUPANT CONTENT

### NOTICE

The Maximum legal occupant content

For

this OCCUPANCY IS 130 ( Part 80  
clubhouse 50 )

Total Persons.

(Including employees)

The Minimum number of APPROVED EXITS for this

OCCUPANCY is TWO.

DOING BUSINESS AS: Solterra Clubhouse

Licensed Address: 5200 Solterra Blvd.

Davenport, FL 33837

Issued this date: \_\_\_\_\_

Nov. 18<sup>th</sup>, 2022 by

Fie Costie

FIRE OFFICIAL

*It shall be unlawful to remove or deface this NOTICE, AND  
no person shall permit overcrowding or admittance of any  
person beyond the maximum content here assigned.*



# EXHIBIT 11





**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**February 2023  
FIELD INSPECTION REPORT**

L. Krause, District Manager



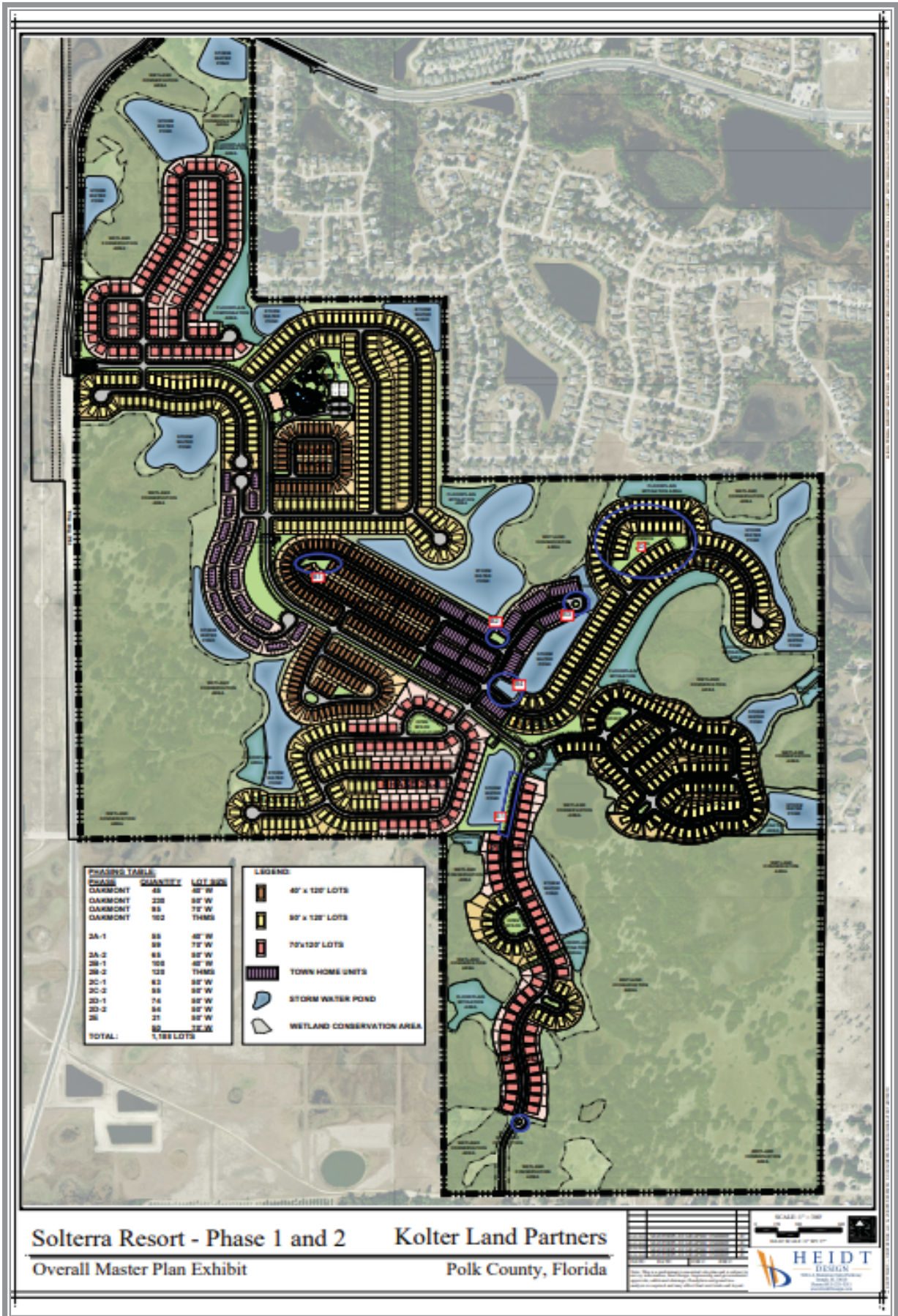


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- Maintenance Map
- Pine Tree Trail
- Solterra Blvd. / Subdivisions
- Entrances/Exit
- Amenity Center
- Ponds



# Maintenance Map





# Pine Tree Trail



Entrance sign at Pine Tree and Ronald Reagan Pkwy. – Italian Cypress are thinning.

Polk County completed work on the collapsed sidewalk...



Foliage leading up to gate on CDD side of Pine Tree looks good...



Foliage opposite CDD Entrance/Exit looks lush and vibrant...



## Solterra Blvd. / Subdivisions



Cars parking on wrong side of road; spaces on pavement clearly marked...

Several trees interspersed throughout look dormant...



Palms and foliage along Solterra Blvd. look healthy and lush...



Sewer coving is broken at Wildwood and Oakbourne



STOP sign at Oakmoss and Oak Reflection is facing wrong way...





# Entrances / Exit



Entrance/Exit landscaping looks green; mulch applied...

Gatehouse overhang shows loose/broken tiles...



Front wall has cracks that need to be covered;

Entrance gate on Owner Side is hanging crooked...





# Amenity Center



Open field used for parking...



Some trees at Amenity Center appear dormant...

Some areas around Amenity Center could use resodding or seeding...





# Ponds



More Duckweed on January 26 ... .. less duckweed by February 15 on Pond 5



Pond 0 looks good overall...along Ronald Reagan

Pond 1 along Pine Tree is full and clean...



## Ponds



Pond 27 at Villatel is immaculate; one palm needs to be replaced...



Pond 9 at Round-A-Bout has surface covering that needs to be addressed...





# Ponds

## SOLTERRA RESORT CDD

Solterra Blvd, Davenport

Gate Code:



# EXHIBIT 12





1 **MINUTES OF MEETING**

2 **SOLTERRA RESORT**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Solterra Resort Community  
5 Development District was held on Thursday, January 26, 2023 at 9:46 a.m. at the Solterra Resort Amenity  
6 Center, 5200 Solterra Boulevard, Davenport, Florida 33837, with Microsoft Teams Conference Call  
7 Available.

8 **FIRST ORDER OF BUSINESS – Roll Call**

9 Mr. Krause called the meeting to order and conducted roll call.

10 Present and constituting a quorum were:

11	Karan Wienker	Board Supervisor, Chairwoman
12	Connie Osner	Board Supervisor, Assistant Secretary
13	Anthony Crawford	Board Supervisor, Assistant Secretary
14	Ariane Casanova	Board Supervisor, Vice Chairwoman

15 Also present were:

16	Larry Krause	District Manager, DPFM Management and Consulting
17	Meredith Hammock	District Counsel, KE Law Group
18	Kyla Semino	Amenity Manager, Evergreen Lifestyles
19	Zay Lorenzo	HOA, Evergreen Lifestyles
20	Dana Bryant	Yellowstone
21	Candice Smith <i>(via phone)</i>	Kolter
22	Cory Sitler <i>(via phone)</i>	Kimley Horn
23	Morgan Williams	Community Watch
24	Andrew Peacock	Resident
25	Elvis Martinez	Director of Client Relations, Amenity Services LLC

26 *The following is a summary of the discussions and actions taken at the January 26, 2023 Solterra Resort*  
27 *CDD Board of Supervisors Regular Meeting.*

28 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes on agenda items)**

29 Mr. Peacock commented that exhibits 1 and 5 did not appear to provide solutions to improve the  
30 processing time at the gate or community access by non-registered visitors.

31 **THIRD ORDER OF BUSINESS – Business Items**

32 A. Exhibit 1: Update on Entrance Queuing Lane Project

33 Mr. Sitler from Kimley-Horn stated his main purpose for attending the meeting was to hear  
34 the comments and concerns of the CDD in order to make any changes to the content plans  
35 and move the project forward. Board requested Kimley-Horn create concept plans that  
36 considered moving and re-designing the guardhouse, widening the entrance road and  
37 providing a separate owner-only entrance. Bowen Road and Acorn Court were two options  
38 suggested by the Board. Mr. Sitler affirmed the new concept plans would be presented based  
39 on the Board's requests and would take into account private property, utility and conservation  
40 easement encroachments as well as what the municipalities would be willing to support.

41 During the discussion it was recommended that community members reach out to the County  
42 to request a traffic study, traffic lights and road widening on Pine Tree Trail.



43 It was explained that utilization of the back entrance was not being considered as the road  
44 runs through a primarily residential community and an accommodation was made for  
45 emergency vehicles only.

46 Ms. Hammock pointed out that the \$95,000 often being referenced was not funds already  
47 spent, but the estimated budget that was recommended for engineering services during the  
48 public bid procedure.

49 Ms. Smith agreed to notify the developer of the CDD's interest in a parcel of land on the  
50 south-west corner of Ronald Reagan and Pine Tree Trail which might be utilized by the CDD  
51 as a tradeoff for a conservation easement release.

52 Ms. Wienker requested all of the CDD contracts be made available to the Supervisors. Ms.  
53 Hammock reminded everyone that any public records requests could be made using the CDD  
54 website – a click button had been added by the Management team to make it easier to request  
55 records.

56 Ms. Osner commented that the Board and staff were working to address the requests and  
57 needs of the community as fast as they could within the confines of the laws of procedure.

58 The Board discussed the parking in the common area in front of the Amenity Center that was  
59 approved by the previous Board. The Supervisors considered paving the approved area,  
60 allowing overnight parking by permit, a barrier to prevent using the lawn, and the affect it  
61 might have on the number of cars in the community.

62 1. Exhibit 2: Ratification of Project Engineer Agreement

63 Kimley-Horn requested the new Supervisors ratify the existing agreement before they  
64 proceed with new concept plans in order to confirm understanding of the engineer's  
65 scope of services. Once a concept plan is agreed upon, a proposal for a full engineering  
66 design will be presented.

67 B. Vendor Reports

68 1. Exhibit 3: Aquatic Maintenance – *Steadfast Environmental*

69 Mr. Krause reviewed the Aquatic Maintenance report and stated he would reach out to  
70 Steadfast regarding what appeared to be duckweed on the pond at the end of Acorn  
71 Court. He would also ask Steadfast to call in to next month's meeting and provide a  
72 higher resolution pond map.

73 2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*

74 Exhibit 4: Consideration of Roundabout Refurbishment Proposal - \$12,958.14

75 Discussion ensued regarding the plant choice and the use of rock rather than mulch for  
76 the roundabout located at the back of the property by Solterra Springs. Yellowstone  
77 noted that the proposed plants were considered because they were hardy enough to hold  
78 up if there's a sprinkler issue or a freeze.

79 Mr. Bryant was directed to provide renderings for future proposals.

80 On a MOTION by Mr. Crawford, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board  
81 approved the Yellowstone Proposal, in the amount not to exceed \$15,000.00, to refurbish the roundabout  
82 landscaping substituting the mulch with Mexican Beach pebbles, for the Solterra Resort Community  
83 Development District.



84 An additional proposal was walked on by Yellowstone for the Clubhouse Pool Area  
85 Rehab - \$14,314.33. This item was tabled with the request for a visual rendering.

86 A second proposal was walked on by Yellowstone to refurbish the perimeter landscaping  
87 of the island. This item was tabled with the request that Yellowstone provide a proposal  
88 that was more visually appealing, long lasting and discouraged vehicle encroachment.

89 3. Amenity Manager Report – *Kyla Semino, Evergreen Lifestyles Management*

90 Regarding the rodent stations discussed last month, Ms. Semino confirmed the stations  
91 were not traps but deterrents.

92 Ms. Semino will send the requested additional tasks to the vendor to be added to the pool  
93 maintenance agreement.

94 Water service for the gym was previously part of the coffee machine contract, and was  
95 terminated with the coffee contract. A proposal for only water service in the gym has  
96 been requested.

97 Ms. Semino asked for a budget to be approved for events so that she could schedule  
98 events and book vendors and walked on the events calendar for February and March.

99 Ms. Hammock pointed out that by April 15 of every year, the Amenity Manager proposes  
100 an operating budget for the year to be included in the O&M budget. Ms. Semino will  
101 present a full calendar of events to the Board with costs.

102 Ms. Semino advised that the part for the card reader has shipped. She will contact the  
103 vendor to determine the installation date.

104 Ms. Semino asked for input on how the Board would like reservation requests to be  
105 handled.

106 Ms. Semino had requested proposals for holiday lighting from two vendors but not yet  
107 received them.

108 Ms. Semino walked on the following proposals:

- 109 1) Pool furniture (Admiral Furniture, & Horizon Casual),
- 110 2) Clubhouse furniture (Rooms To Go, & Ashley Furniture)
- 111 3) Visitor management (DwellingLIVE)
- 112 4) Revised amenity center and guardhouse cleaning (Amenity Services LLC)
- 113 5) Porter services (Amenity Services LLC)

114 Mr. Martinez expounded on the Amenity Services LLC porter services proposal  
115 and agreed to present a revised proposal combining the clubhouse and porter  
116 services.

- 117 6) Power outlet installation at the entry monument of Solterra Springs (Klinger  
118 Electrical Services)

119 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board  
120 approved the Klinger Electrical Services Proposal, in the amount of \$1,534.00, to install a power outlet at  
121 the Solterra Springs monument, for the Solterra Resort Community Development District.



122 7) Safety Bollards (Uline, & Amazon)

123 Ms. Semino requested direction from the Board regarding their expectations for  
124 the gate and monitoring. Ms. Semino was directed to schedule appointments  
125 with each of the Supervisors to discuss their ideas. It was Ms. Wienker opinion  
126 that the guardhouse staff were not receiving sufficient direction and support from  
127 the CDD and that needed to be addressed.

128 The Board directed Mr. Krause to work with Ms. Semino to get the wifi at the  
129 guardhouse operational. Supervisors expressed concern about the perceived  
130 authority of staff at the gate, and the need for the second gate to be operational.

131 The Board directed staff to advertise a closed security session for February 23,  
132 2023.

133 Supervisors expressed eagerness to hear from community members regarding IT  
134 and technical options for security and ID.

135 On a MOTION by Mr. Crawford, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board  
136 approved the continuance of the meeting to Friday, February 3, 2023 at 10:00 a.m., to be held at the  
137 Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837, for the Solterra  
138 Resort Community Development District.

139 *(The Board recessed the meeting at 12:02 p.m.)*





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**MINUTES OF MEETING**

**SOLTERRA RESORT**

**COMMUNITY DEVELOPMENT DISTRICT**

The Continued Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District was held on Friday, February 3, 2023 at 10:11 a.m. at the Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837, with Microsoft Teams Conference Call Available.

**FIRST ORDER OF BUSINESS – Roll Call**

Mr. Krause called the meeting to order and conducted roll call.

Present and constituting a quorum were:

- |                                  |                                       |
|----------------------------------|---------------------------------------|
| Karan Wienker                    | Board Supervisor, Chairwoman          |
| Sharon Harley <i>(via phone)</i> | Board Supervisor, Assistant Secretary |
| Connie Osner                     | Board Supervisor, Assistant Secretary |
| Anthony Crawford                 | Board Supervisor, Assistant Secretary |
| Ariane Casanova                  | Board Supervisor, Vice Chairwoman     |

Also present were:

- |                                  |   |
|----------------------------------|---|
| Larry Krause                     | District Manager, DPFPG Management and Consulting |
| Meredith Hammock                 | District Counsel, KE Law Group                    |
| Kyla Semino                      | Amenity Manager, Evergreen Lifestyles             |
| Dana Bryant                      | Yellowstone                                       |
| Joe Hamilton                     | Steadfast Environmental                           |
| Zayriliann Lorenzo               | HOA Manager, Evergreen Lifestyles                 |
| Morgan Williams                  | Security Services                                 |
| Mandy Morgan                     | CEO, Evergreen Lifestyles                         |
| Deputy Dialto                    | Polk County Sheriff                               |
| Deputy Pastor <i>(via phone)</i> | Polk County Sheriff                               |

*The following is a summary of the discussions and actions taken at the February 3, 2023 Solterra Resort CDD Board of Supervisors Continued Regular Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes on agenda items)**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Guest Speaker**

Mr. Krause introduced Deputy Dialto and Deputy Pastor. Deputy Pastor provided information regarding the events that occurred during the previous month. He pointed out that on public roads the County ordinance supersedes the community rules and policies; the County ordinance on noise violations is in effect at all times and the Sheriff’s Office will respond to a noise complaint at whatever time it is made, the community does not need to limit a noise complaint to after 10:00 p.m.

Deputy Pastor made the following recommendations:

1. Implement a system that tracks who is entering the community, specifically knowing who is checking in, what property they are renting, if the individuals requesting access are authorized, and the number of guests they have.
2. Initiate a protocol to check vacated rental properties are secure once guests check out.



- 181 3. Re-establish a law enforcement presence at the gate. In addition to their presence  
182 inhibiting incidents within the community; Sheriff's deputies were proactive in  
183 preventing restricted substances entering the community.
- 184 4. Request a confidential security survey from the Sheriff's Crime Prevention department.  
185 The survey will provide recommendations on safety improvements for the community  
186 including safety devices that can be installed.
- 187 5. Work with the County to address the traffic back up on the main road.
- 188 6. Contact Mr. Steve Logan (*Polk County Traffic Services Supervisor*), who will be able to  
189 discuss limitations on proposed road projects.
- 190 7. Discuss with Crime Prevention other programs available that encourage community  
191 safety, such as neighborhood Watch, free self-defense courses for women, etc.
- 192 8. Install the Flock camera system.

193 The Board directed staff to work with the Sheriff's office to obtain pricing for consideration at the  
194 February meeting.

195 Ms. Osner stated that the resort has a higher rate of incidents than other resorts in the area and  
196 funds will need to be allocated to address this. Ms. Wienker added that while this may cost homeowners  
197 up front, it is an investment in home values, the community and public safety. She anticipated an initial  
198 increase in expenses but once the community was back on track there could be a reduction in costs.

199 **FOURTH ORDER OF BUSINESS – Business Items (Continued)**

200 A. Vendor Reports (Continued)

- 201 1. Amenity Manager Report (Continued) – *Kyla Semino, Evergreen Lifestyles Management*  
202 a. Ratification of Mailchimp Account Upgrade - \$288/yr

203 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board ratified  
204 the Amenity Manager's Mailchimp Account Upgrade in the amount of \$288/yr, for the Solterra Resort  
205 Community Development District.

206 b. Consideration of Proposals

207 i. Exhibit 5: Security – Remote Monitoring Services

208 Ms. Hammock advised that she would review the contracts for Tekwave and  
209 DwellingLIVE in preparation for the next meeting.

210 Ms. Morgan advised that Envera does not typically allow their equipment to be  
211 used by other companies. This would affect the cost of the DwellingLIVE  
212 proposal.

213 Supervisors discussed the need for the system to be efficient, functional, secure  
214 and provide good customer support.

215 Ms. Semino was directed to obtain a quote from the vendors that included new  
216 equipment installation.

217 This item was tabled, to be discussed during the shade session on February 23,  
218 2023.

219 ii. Exhibit 6: Printer/Copier Replacement



220 During the discussion it was noted that the FY 2023 budget did not account for a  
221 printer/copier replacement. It was acknowledged that commercial equipment  
222 was required to support the printing volume. The lease terms include  
223 maintenance, ink and tech support. The only additional cost would be paper.  
224 The printer usage would be for the Amenity Manager use only.

225 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board  
226 approved the five-year lease of the Bizhub C300i in the amount of \$337.78/month, for the Solterra Resort  
227 Community Development District.

228 iii. Exhibit 7: Pest Control Services

229 Ms. Semino was directed to obtain quotes that included bait stations in the  
230 common areas, not just around the amenity center, and to obtain a third proposal  
231 for the same, if possible.

232 iv. Exhibit 8: Amenity Cleaning Services

233 The revised proposal was walked on that provided an approximately \$3,600  
234 savings on the clubhouse cleaning if porter services was approved in conjunction  
235 with the cleaning service. The proposed clubhouse cleaning service covers the  
236 clubhouse, restaurant, pool area, offices, lobby, gym, and tennis courts serviced  
237 seven days a week, and the guardhouse cleaning three days a week. Cleaning  
238 supplies are an additional cost.

239 The second walked on proposal was for porter services for four days a week at  
240 \$125/day.

241 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board  
242 approved the Amenity Services LLC proposal for amenity center cleaning in the amount of  
243 \$4,000.00/month and the four-days a week porter services in the amount of \$125/day, for the Solterra  
244 Resort Community Development District.

245 *(The Board recessed the meeting at 11:39 a.m., and reconvened at 12:11 p.m.)*

246 v. Exhibit 9: Pool Furniture

247 Ms. Semino walked on an additional price sheet from Amazon, and suggested  
248 cushioned chairs be available with the cabana rentals and non-cushioned chairs  
249 be available on the deck. Ideas were presented regarding cabana rentals and pool  
250 furniture. Ms. Hammock reminded Supervisors that while the current amenity  
251 policy already contemplated cabana rentals, some of the ideas would necessitate  
252 an amendment to the existing policy and a properly noticed public hearing would  
253 be required before the Board made those types of decisions. Ms. Osner  
254 introduced polywood seating, which is anticipated to last longer and not fade,  
255 stretch nor break as easily as the proposed vinyl strapped seating.

256 This item was tabled with direction to Ms. Semino to obtain proposals for  
257 polywood furniture, working with Devin Oster and the website Ms. Osner had  
258 sent her, as well as proposals for nautical cushions and umbrellas.

259 vi. Exhibit 10: Amenity Center Furniture

260 On a MOTION by Ms. Wienker, SECONDED by Mr. Crawford, WITH ALL IN FAVOR, the Board  
261 approved the purchase of three Chestnut colored Navi sofas and an Acacia Wood coffee table from  
262 Ashley Furniture, for the Solterra Resort Community Development District.



263 The Supervisors directed staff to obtain quotes for:  
264 a) Refurbishing the existing tables,  
265 b) Re-upholstering the existing chairs,  
266 c) Purchasing new glass rounds for two tables,  
267 d) Clean the existing rug,  
268 and for Ms. Hammock to bring a resolution establishing a surplus use policy.

269 vii. Exhibit 11: Pool Maintenance

270 *This item was presented out of order.*

271 This item was tabled pending a written agreement from Samdri that includes the  
272 additional tasks outlined in the Waterworks proposal at no additional charge.

273 viii. Exhibit 12: Pro-Tech Ductless Air Handler Wheel Cleaning

274 *This item was presented out of order.*

275 This item was tabled pending a response from Pro-tech regarding the location of  
276 the equipment.

277 c. Discussion on Bollard Posts at Front Gate

278 *This item was presented out of order.*

279 Two quotes for bollard posts were walked on. Ms. Semino recommended selecting a  
280 bollard that was four foot in height. The bollard would be used to protect the card  
281 reader. Once purchased the Solterra Resort maintenance manager would be tasked  
282 with installation.

283 On a MOTION by Mr. Crawford, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board  
284 approved the Amenity Manager purchase a fixed 4.5 inch diameter bollard that is the height to match or  
285 exceed the height of the card reader in the amount Not To Exceed \$200.00, for the Solterra Resort  
286 Community Development District.

287 Ms. Semino requested direction on the event planning. Discussion followed on events  
288 that would engage the community and serve guests, activity fees, staffing needs, and  
289 District costs. Ms. Hammock will review the legal requirements of the County and bond  
290 documents regarding hosting vendors.

291 Staff were directed to review the Staffing: Lifestyle & Pool Monitoring line item in the  
292 current financial statement and confirm payments had been correctly allocated.

293 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board  
294 allocated up to \$40,000 from the STAFFING: LIFESTYLE & POOL MONITORING budget line item  
295 for local amenity events to be held during the remainder of the fiscal year, for the Solterra Resort  
296 Community Development District.

297 d. Discussion on Handyman

298 *This item was presented out of order.*

299 Ms. Semino will provide the Board with more clarity on how much is being spent on  
300 maintenance projects outside the scope of work for the current handyman, and how  
301 much is spent on vendors completing jobs that ordinarily a maintenance man could  
302 do.





303 e. Update on Front Entrance Signage  
304 Mr. Krause was directed to approve entrance signage within his spending threshold.  
305 Mr. Crawford will work with staff regarding sign placement on CDD property  
306 located along Pine Tree Trail, subject to County and conservation stipulations.

307 B. Discussion on Holiday Lighting

308 Staff were directed to coordinate with Solterra Resort resident, Mr. Beaudry, to present a  
309 proposal for holiday décor for the front gate and CDD common areas with a NTE of  
310 \$2,000.00 at a future meeting. An additional \$500 would be set aside for the purchase of  
311 storage containers. Once approved, these purchases would be offset from the STAFFING:  
312 LIFESTYLE & POOL MONITORING line item.

313 C. Review of Current Security Guard Agreement and Discussion on Authorization for Staff to  
314 Proceed with RFP Publication

315 This item was tabled. The security team was directed to include additional information on  
316 their entry log and bring to the next meeting a list of the existing equipment and how the  
317 system can work more effectively.

318 *(The Board recessed the meeting at 2:16 p.m., and reconvened at 2:44 p.m.)*

319 D. Exhibit 14: Review of Access and Parking Policies and Agreements

320 The policies and agreements were provided for informational purposes per the Board's  
321 previous request. Ms. Hammock informed the Board that the parking agreement amendment  
322 was awaiting approval from the HOA Board. The existing license agreement allows the  
323 HOA to enforce HOA rules on District property.

324 Ms. Hammock recommended reviewing the CDD policies that the Board would like to  
325 review and change and notice a public hearing and said she would gather more robust  
326 information on a fine system for parking violations. Ms. Hammock requested the Supervisors  
327 review the existing CDD parking policy and provide her and Mr. Krause with their  
328 amendments. Mr. Krause was directed to reach out to the District Engineer about County  
329 requirements for street parking and if necessary follow up with the County to determine  
330 where additional parking could be implemented.

331 **FIFTH ORDER OF BUSINESS – Staff Reports**

332 A. District Counsel – *Meredith Hammock, KE Law Group*

333 1. Discussion on Gatehouse Relocation

334 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board ratified  
335 the existing project engineer agreement with Kimley-Horn, for the Solterra Resort Community  
336 Development District.

337 Ms. Hammock outlined the updated terms for the revolving line of credit the previous  
338 Board had approved in substantial form with Valley National Bank.

339 On a MOTION by Ms. Osner, SECONDED by Mr. Crawford, WITH ALL IN FAVOR, the Board ratified  
340 the updated term sheet provided by Valley National Bank and authorized staff to move forward with the  
341 underwriting and contract process, for the Solterra Resort Community Development District.

342 Ms. Hammock affirmed she would confirm Kimley-Horn is clear on the Board's  
343 direction for the concept plans – moving the front gate back as far as possible, widen the  
344 entrance, and look for potential options for a second ingress/egress.



345 2. Discussion on Policy for Proper Use of Surplus Property

346 Ms. Hammock briefed the Board on the Florida Statutes that dictate how surplus property  
347 could be disposed of and said she would bring a resolution for the furniture to the next  
348 Board meeting.

349 B. District Engineer – *Tonja Stewart, Stantec*

350 The District Engineer was not present.

351 C. District Manager – *Larry Krause, DPFG*

352 1. Exhibit 15: Field Operations Report

353 Mr. Krause presented his report. He noted growth in some of the ponds and stated he  
354 would reach out to the aquatics team.

355 *(Mr. Crawford left the meeting at approximately 3:18 p.m.)*

356 Ms. Wienker requested the landscape along Solterra Boulevard from the trash compactor  
357 leading towards Oakmoss be reviewed, specifically addressing the easement being used  
358 for parking by the trash compactor and replacing plants with more viable vegetation.

359 Ms. Osner pointed out the entrance monument and walls at Pine Tree Trail need to be  
360 reviewed for painting and re-sealing.

361 The Supervisors suggested that the plants need to be fertilized, viburnum hedges could be  
362 installed along the property lines of the homes backing up to the pool, and the trimmed  
363 hedging debris be removed.

364 *(The Board recessed the meeting at 3:39 p.m., and reconvened at 3:45 p.m.)*

365 Mr. Bryant was directed to present a proposal for replacing plants at the front entrance  
366 and pool, replacing failed turf with low-maintenance ground cover, possibly adding  
367 fruiting trees in the common areas, and adding drainage holes to the bowls at the front  
368 entrance for future planting. Mr. Bryant did note that 15,000 s.f. of turf is slated for the  
369 easement from the trash compactor down to Oak Street, but it is on hold until the frost  
370 chances decrease and the irrigation systems are back on line. He recommended recycled  
371 concrete for the area by the trash compactor.

372 **SIXTH ORDER OF BUSINESS – Consent Agenda**

373 A. Exhibit 16: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
374 Meeting Held December 22, 2022.

375 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board  
376 approved the Minutes of the Board of Supervisors Regular Meeting Held December 22, 2022, for the  
377 Solterra Resort Community Development District.

378 B. Exhibit 17: Consideration for Acceptance – The December 2022 Unaudited Financial Report.

379 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board  
380 accepted the December 2022 Unaudited Financial Report, for the Solterra Resort Community  
381 Development District.

382 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business/Non Agenda – (limited**  
383 *to 3 minutes per individual)*

384 There being none, the next item followed.



385 **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

386 Ms. Wienker made the following requests:

- 387 1) Board approve a guest’s request to erect a meeting tent on CDD property in a location not  
388 identified as for rent, with the understanding the tent is to be used for meeting purposes  
389 only, no food or beverages are permitted and all community rules are to be followed.

390 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board  
391 authorized staff to proceed with a license agreement authorizing use of the requested location for an  
392 identified time period, and for the Chair to execute said agreement, for the Solterra Resort Community  
393 Development District.

- 394 2) Staff add a discussion on new amenities to the next agenda. Ms. Hammock asked that  
395 parcels be identified for the proposed amenities and the locations emailed to her prior to  
396 the meeting so she can research zoning restrictions prior to the discussion.
- 397 3) Staff obtain proposals for updating the gym equipment and flooring.
- 398 4) Staff get water service reinstated at the gym, suggesting a proposal from Crystal Springs.
- 399 5) A check-in process for amenity usage, anticipating the Amenity Manager would need to  
400 provide the logistics on how this would work.
- 401 6) Staff adding the online link for the Microsoft Teams meeting to the agenda packet.

402 Ms. Casanova had no requests.

403 Ms. Osner’s requests the stained carpet squares in the gym be changed out when they are  
404 reported.

405 **NINTH ORDER OF BUSINESS – Action Items Summary**

406 Mr Krause announced he would email the list to the Supervisors. *(Copy attached)*

407 **TENTH ORDER OF BUSINESS – Next Meeting Quorum Check**

408 Mr. Krause announced the next regular meeting was scheduled for Thursday, February 23, 2023 at  
409 9:30 a.m. at the Solterra Resort Amenity Center. That meeting will include a shade meeting. Ms.  
410 Osner, Ms. Casanova and Mr. Crawford will physically attend. Ms. Wienker will be attending via  
411 phone.

412 **ELEVENTH ORDER OF BUSINESS – Adjournment**

413 On a MOTION by Ms. Wienker, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board  
414 adjourned the meeting for the Solterra Resort Community Development District.

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



418 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed  
419 meeting held on \_\_\_\_\_.  
420

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

421 Title:  Secretary  Assistant Secretary

Title:  Chairman  Vice Chair





**From:** Larry Krause  
**Sent:** Wednesday, February 8, 2023 8:45 PM  
**Subject:** Solterra Resort CDD Meeting Action Items from 1/26/23 & 2/3/23

Good Evening Supervisors and Team,

Below is a listing of the Action Items from the 1/26/23 CDD Meeting and 2/3/23 continuation of same. Please let me know if there are any changes or additions...

Thank you,  
Larry

1. DM – confirm if CDD owns or leases ENVERA Equipment in Entrance Gate House	Working
2. DM – Provide Pool hours to KS for signs to be posted at the pool -	DONE - MH sent 1/26/23
3. DM – provide all VENDOR CONTRACTS to Supervisors	Working
4. DM – Set KW up with her email	DONE
5. DM – invite SHERIFF to attend 2/3/23 Meeting	DONE
6. DM – Send Dep. Dialto all Solterra CDD meeting invites ( <a href="mailto:ad6785@polksheriff.org">ad6785@polksheriff.org</a> )	DONE
7. DM – Ask County for Traffic Study Along Pine Tree	Working
8. DM – Ask STEADFAST to call in to next meeting for their report	DONE
9. DM – Get a better Pond Map	DONE
10. DM – Work with Landscaper to include PICTURES in all proposals	DONE
11. DM – Have SPECTRUM add Amenity Mngr. to account	DONE
12. DM – work with Amenity Manager to get gate working ASAP	Working
13. DM – Add MS TEAMS meeting LINK to agenda and provide to Amenity Manager to provide	DONE
14. DM – Work with Sheriff’s Office (S.O.) on pricing for patrol car at gate, patrolling	Working
15. DM – Send invitation to Dep. Dialto on Security Shade Session to attend	DONE 2/8/23
16. DM – invite S.O. to attend ALL CDD meetings	Working
17. DM – Invite HOA to attend next meeting and add place on agenda for them to provide their own update to the Board.	Working
18. DM – Add DwellingLive Security to SHADE SESSION agenda	DONE
19. DM – Community Bulletin Board on CDD Property – IT’A AT AMENITY CENTER	DONE
20. DM – get with FINANCE To update costs spent on STAFFING YTD	Working
21. DM – contact Spectrum AGAIN to fix gate connectivity issue	DONE
22. DM – have post orders for review at the 2/23/23 SHADE SESSION	DONE
23. DM – Get lines REPAINTED for street parking	Working
24. DM – Check with DE/County re: adding street parking	Working
25. DM – Add DISCUSSION ITEM to 2/23 agenda, re: possible uses for additional amenities	DONE
26. Morgan – will let us know what equipment is in the GATEHOUSE and who owns what	
27. Dana – drill holes in the bowls at the entrance for water drainage...and bring PROPOSALS to Board for review	



28. MH – check on levels of fines/booting for roads and easements	
29. MH – reach out to Kimley-Horn re: front gate and other options	
30. MH - research holding FARMERS MARKETS	
31. MH – RESOLUTION on selling CDD items	
32. KS – Bring back additional quotes for SECURITY	
33. KS – get proposals for WATER SERVICE in the gym	
34. KS – work with DM to located additional RAT TRAPS in CDD common areas	
35. KS – Brind Florida Pest Control PROPOSAL to 2/23/23 meeting	
36. KS – Work on replacing signage around the pool, front gate and rest of community	
37. KS – get quotes for polywood chaises and tables	
38. KS – get update from SANDRI POOLS (in writing)	
39. KS – Give DM PROPOSALS for SIGNS to be approved	
40. KS – get proposals for HLIDAY LIGHTING	
41. KS – Proposals for ELECTRIC OUTLETS on all ISLANDS (Villatel, Amenity Ctr.)	



# EXHIBIT 13



# Solterra Resort Community Development District

Financial Statements  
(Unaudited)

Period Ending  
31-Jan-23





**Solterra Resort CDD**  
**Balance Sheet**  
**1/31/2023**

	<u>GF</u>	<u>DEBT SVC SERIES 2013</u>	<u>DEBT SVC SERIES 2014</u>	<u>DEBT SVC SERIES 2018</u>	<u>CAPITAL PROJECTS</u>	<u>TOTAL</u>
1 <b>ASSETS:</b>						
2						
3 CASH - Operating Account	\$ 3,824,719	\$ -	\$ -	\$ -	\$ 7	\$ 3,824,727
4 CASH - Debit Card	-	-	-	-	-	-
5 INVESTMENTS:						
6 REVENUE	-	53,817	17,132	115,851	-	186,801
7 RESERVE	-	346,791	129,372	309,222	-	785,384
8 INTEREST FUND	-	-	6	-	-	6
9 PREPAYMENT FUND	-	-	-	0	-	0
10 SINKING FUND	-	-	6	-	-	6
12 2013 ACQ./CONSTRUCTION	-	-	-	-	1,987	1,987
13 2014 ACQ./CONSTRUCTION	-	-	-	-	741	741
14 2018 ACQ./CONSTRUCTION	-	-	-	-	1,974	1,974
15 PHASE 2B	-	-	-	-	41,273	41,273
16 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
17 ASSESSEMENTS RECEIVABLE-ON ROLL	348,803	\$ 56,560	31,650	75,652	-	512,666
18 ALLOWANCE FOR DOUBTFUL ACCOUNTS	0	-	-	-	-	0
19 RECEIVABLE-OFF ROLL (Pk. Square)	-	-	-	-	-	-
20 DEPOSITS -UTILITIES	3,530	-	-	-	-	3,530
21 PREPAID ITEMS	38,848	-	-	-	-	38,848
22 DUE FROM GEN FUND	-	406,835	227,641	544,161	-	1,178,636
23 <b>TOTAL ASSETS</b>	<b>\$ 4,215,900</b>	<b>\$ 864,003</b>	<b>\$ 405,808</b>	<b>\$ 1,044,886</b>	<b>\$ 45,984</b>	<b>\$ 6,576,581</b>
24						
25						
26 <b>LIABILITIES:</b>						
27						
28 ACCOUNTS PAYABLE	\$ 20,661	\$ -	\$ -	\$ -	\$ -	\$ 20,661
29 DUE TO DEVELOPER	-	-	-	-	-	-
30 DUE TO OTHER FUNDS	1,178,636	-	-	-	-	1,178,636
31 ACCRUED EXPENSES	-	-	-	-	-	-
32 MATURED BONDS PAYABLE	-	-	-	-	-	-
33 DEFERRED REVENUE (ON ROLL )	348,803	56,560	31,650	75,652	-	512,666
34 DEFERRED REVENUE (OFF ROLL )	-	-	-	-	-	-
35	-	-	-	-	-	-
36 <b>FUND BALANCE:</b>						
37						
38 NONSPENDABLE:						
39 PREPAID AND DEPOSITS	-	-	-	-	-	-
40 RESTRICTED FOR:						
41 DEBT SERVICE	-	-	-	-	-	-
42 CAPITAL PROJECTS	-	-	-	-	-	-
43 ASSIGNED:	24,689	-	-	-	-	24,689
44 UNASSIGNED:	2,643,112	807,443	374,157	969,234	45,984	4,839,929
45						
46 <b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 4,215,900</b>	<b>\$ 864,003</b>	<b>\$ 405,808</b>	<b>\$ 1,044,886</b>	<b>\$ 45,984</b>	<b>\$ 6,576,581</b>

**Solterra Resort CDD**  
**General Fund**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 <b>REVENUE</b>					
2 SPECIAL ASSESSMENTS - ON ROLL	\$ 2,851,513	140,213	2,502,710	(348,803)	88%
4 SOLTERRA RESORT HOA	21,000	3,600	7,200	(13,800)	34%
5 MISCELLANEOUS	-	-	1,125	-	0%
6 INTEREST	-	-	-	-	0%
7 FUND BALANCE FORWARD	-	-	-	-	0%
6 <b>TOTAL REVENUE</b>	<b>2,872,513</b>	<b>143,813</b>	<b>2,511,035</b>	<b>(362,603)</b>	<b>87%</b>
7					
8 <b>EXPENDITURES</b>					
9					
10 <b>GENERAL ADMINISTRATIVE:</b>					
11 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	12,000	-	800	(11,200)	7%
12 DISTRICT MANAGEMENT	43,760	3,647	14,587	(29,173)	33%
13 MASS MAILING & PRINTING	1,500	-	31	(1,469)	2%
14 LEGAL ADVERTISING	1,500	-	57	(1,443)	4%
15 BANK FEES	500	-	-	(500)	0%
16 REGULATORY AND PERMIT FEES	250	-	175	(75)	70%
17 AUDITING SERVICES	3,000	-	-	(3,000)	0%
18 DISTRICT ENGINEER	10,000	-	6,063	(3,937)	61%
19 LEGAL SERVICES	25,000	-	14,636	(10,364)	59%
20 COUNTY ASSESSMENT COLLECTION FEE	25,000	-	-	(25,000)	0%
21 WEB SITE SETUP & ADMINISTRATION	2,015	-	1,545	(470)	77%
22 MISCELLANEOUS EXPENSES	-	-	313	313	100%
23 <b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>124,525</b>	<b>3,647</b>	<b>38,206</b>	<b>(86,319)</b>	<b>31%</b>
24					
25 <b>INSURANCE:</b>					
26 GENERAL, PROPERTY & P OFFICIALS LIABILITY INSURANCE	36,880	-	34,215	(2,665)	93%
27 <b>TOTAL INSURANCE</b>	<b>36,880</b>	<b>-</b>	<b>34,215</b>	<b>(2,665)</b>	<b>93%</b>
28					
29 <b>DEBT SERVICE ADMINISTRATION:</b>					
30 ARBITRAGE REPORTING	750	-	-	(750)	0%
31 BOND AMORTIZATION SCHEDULE FEE	-	-	-	-	0%
32 DISSEMINATING AGENT	4,800	-	4,800	-	100%
33 TRUSTEE FEES	17,000	4,148	18,337	1,337	108%
34 <b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>22,550</b>	<b>4,148</b>	<b>23,137</b>	<b>587</b>	<b>103%</b>
35					
36 <b>UTILITIES:</b>					
37 UTILITIES - ELECTRICITY & STREETLIGHTS	277,908	12,479	75,975	(201,933)	27%
38 UTILITIES - GAS	75,000	3,357	23,535	(51,465)	31%
39 UTILITIES - WATER	99,730	11,503	39,013	(60,717)	39%
42 <b>TOTAL UTILITIES</b>	<b>452,638</b>	<b>27,339</b>	<b>138,524</b>	<b>(314,114)</b>	<b>31%</b>
43					
44 <b>SECURITY:</b>					
45 SECURITY MONITORING - MAIN ENTRANCE & POOL	31,200	-	-	(31,200)	0%
46 SECURITY SYSTEM - MAIN ENTRANCE	2,400	19,001	44,584	42,184	1858%
47 SECURITY - ACCESS CARDS	5,500	-	-	(5,500)	0%
48 SECURITY - PENALTY FALSE ALARM	8,500	-	-	(8,500)	0%
49 SECURITY GUARDHOUSE STAFFING	350,000	-	34,485	(315,515)	10%
50 SECURITY - PATROL	42,000	-	-	(42,000)	0%
51 GATE MAINTENANCE & REPAIR	10,000	-	4,597	(5,403)	46%
52 PHONE & INTERNET GUARDHOUSE	5,100	785	1,889	(3,211)	37%
53 <b>TOTAL SECURITY</b>	<b>454,700</b>	<b>19,786</b>	<b>85,555</b>	<b>(369,145)</b>	<b>19%</b>
54					
55 <b>CLUBHOUSE/AMENITY ADMINISTRATION:</b>					
56 STAFFING - AMENITY MANAGEMENT	50,000	-	19,050	(30,950)	38%
60 STAFFING - LIFESTYLE & POOL MONITORING	550,000	-	74,091	(475,909)	13%
61 CLUBHOUSE FACILITY MAINTENANCE - CLEANING	45,000	5,753	26,123	(18,877)	58%
62 CLUBHOUSE MAINTENANCE & REPAIRS	20,000	-	675	(19,325)	3%
63 CLUBHOUSE & LIFESTYLE SUPPLIES	60,000	269	7,470	(52,530)	12%
64 CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE	500	-	-	(500)	0%
65 PEST CONTROL & TERMITE BOND	13,200	-	-	(13,200)	0%
66 COFFEE, WATER & VENDING SERVICES	7,000	4	103	(6,897)	1%
67 BACKGROUND CHECK & DRUG TESTING	750	-	-	(750)	0%
68 PHONE & INTERNET - CLUBHOUSE	12,514	666	2,443	(10,071)	20%
69 <b>TOTAL CLUBHOUSE/AMENITY ADMINISTRATION</b>	<b>758,964</b>	<b>6,693</b>	<b>129,954</b>	<b>(629,010)</b>	<b>17%</b>
70					
71 <b>LANDSCAPE/PROPERTY MAINTENANCE:</b>					
72 POND & WETLAND MAINTENANCE	53,800	2,393	9,572	(44,228)	18%
73 LANDSCAPE MAINTENANCE - CONTRACT	194,400	16,166	50,142	(144,258)	26%
74 LANDSCAPE REPLENISHMENT	116,667	-	55,782	(60,885)	48%
75 IRRIGATION REPAIRS & MAINTENANCE	20,000	-	2,723	(17,277)	14%
76 ASPHALT PAVEMENT REPAIR & MONITORING	25,000	-	-	(25,000)	0%
77 LANDSCAPE/PROPERTY CONTINGENCY	122,000	-	-	(122,000)	0%
78 COMPREHENSIVE FIELD SERVICES	10,000	833	3,333	(6,667)	33%
79 <b>TOTAL LANDSCAPE/PROPERTY MAINTENANCE</b>	<b>541,867</b>	<b>19,392</b>	<b>121,552</b>	<b>(420,315)</b>	<b>22%</b>
80					

**Solterra Resort CDD**  
**General Fund**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
81 <b>FACILITY MAINTENANCE:</b>					
82 POOL & LAZY RIVER REPAIR & MAINTENANCE	78,000	6,195	35,307	(42,693)	45%
83 POOL PERMIT	850	-	-	(850)	0%
84 SLIDE MAINTENANCE CONTRACT	2,500	-	-	(2,500)	0%
85 SIGNAGE	2,000	-	16,704	14,704	835%
86 ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	10,000	-	1,395	(8,605)	14%
87 REFUSE DUMPSTER SERVICE	70,000	3,841	21,394	(48,606)	31%
88 MISCELLANEOUS -INCLUDES PRESSURE WASHING	15,000	-	-	(15,000)	0%
89 CONTINGENCY	6,000	231	5,150	(850)	86%
90 <b>TOTAL FACILITY MAINTENANCE</b>	<b>184,350</b>	<b>10,267</b>	<b>79,951</b>	<b>(104,399)</b>	<b>43%</b>
91					
92 <b>CAPITAL IMPROVEMENTS</b>					
93					
94 CAPITAL IMPROVEMENT	196,039	-	22,710	(173,329)	12%
95 INCREASE FOR OPERATING CAPITAL RESERVE	100,000	-	-	(100,000)	0%
96 <b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>296,039</b>	<b>-</b>	<b>22,710</b>	<b>(273,329)</b>	<b>8%</b>
97					
98					
99 <b>TOTAL EXPENDITURES</b>	<b>2,872,513</b>	<b>91,272</b>	<b>673,803</b>	<b>(2,198,710)</b>	<b>23%</b>
100					
101 <b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>52,542</b>	<b>1,837,231</b>	<b>(2,561,313)</b>	
102					
103 <b>OTHER FINANCING SOURCES (USES)</b>					
104					
105 INTERFUND TRANSFER-OUT	-	-	-	-	
106 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
107					
108 <b>NET CHANGE IN FUND BALANCE</b>			1,837,231		
109					
110 FUND BALANCE - BEGINNING			830,569		
111					
112 <b>FUND BALANCE - ENDING</b>			<b>2,667,801</b>		

**Solterra Resort CDD  
DS Series 2013**

**Statement of Revenue, Expenditures And Changes in Fund Balance  
For The Period Starting October 1, 2022 and Ending January 31, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 <b>REVENUE</b>					
2					
3 ASSESSMENTS ON-ROLL (Net )	\$ 462,388	\$ 22,736	\$ 405,828	\$ (56,560)	88%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	1,220	4,528	4,528	100%
6 DISCOUNTS	-	-	-	-	0%
7 <b>TOTAL REVENUE</b>	<b>462,388</b>	<b>23,956</b>	<b>410,356</b>	<b>(52,033)</b>	<b>89%</b>
8					
9 <b>EXPENDITURES</b>					
10 COUNTY ASSESSMENT TAX COLLECTION FEES	-	-	-	-	
11 INTEREST EXPENSE	179,444	-	182,531	3,087	102%
12 INTEREST EXPENSE	179,444	-	-	(179,444)	0%
13 PRINCIPAL	100,000	-	95,000	(5,000)	95%
14 <b>TOTAL EXPENDITURES</b>	<b>458,888</b>	<b>-</b>	<b>277,531</b>	<b>(181,357)</b>	<b>60%</b>
15					
16 <b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	3,500	23,956	132,824	108,868	
17					
18 <b>OTHER FINANCING SOURCES (USES)</b>					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,056)	(3,304)	2,248	
21 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>(1,056)</b>	<b>(3,304)</b>	<b>2,248</b>	
22					
23 <b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>22,900</b>	<b>129,520</b>	<b>106,620</b>	
24					
25 FUND BALANCE - BEGINNING			677,922		
26					
27 <b>FUND BALANCE - ENDING</b>			<b>\$ 807,443</b>		





**Solterra Resort CDD**

**DS Series 2014**

**Statement of Revenue, Expenditures And Changes in Fund Balance  
For The Period Starting October 1, 2022 and Ending January 31, 2023**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR-TO DATE</b>	<b>VARIANCE</b>	<b>% OF BUDGET</b>
1 <b>REVENUE</b>					
2					
3 ASSESSMENTS ON-ROLL (Net )	\$ 258,744	\$ 12,723	\$ 227,094	\$ (31,650)	88%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	446	1,845	1,845	100%
6 <b>TOTAL REVENUE</b>	<b>258,744</b>	<b>13,169</b>	<b>228,939</b>	<b>(29,805)</b>	<b>88%</b>
7					
8 <b>EXPENDITURES</b>					
9 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
10 INTEREST EXPENSE	86,697	-	88,697	2,000	102%
11 INTEREST EXPENSE	86,697	-	-	(86,697)	0%
12 PRINCIPAL EXPENSE	85,000	-	80,000	(5,000)	94%
13 <b>TOTAL EXPENDITURES</b>	<b>258,394</b>	<b>-</b>	<b>168,697</b>	<b>(89,697)</b>	<b>65%</b>
14					
15 <b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>350</b>	<b>13,169</b>	<b>60,242</b>	<b>47,073</b>	
16					
17 <b>OTHER FINANCING SOURCES (USES)</b>					
18 INTERFUND TRANSFER-IN	-	-	-	-	
19 INTERFUND TRANSFER-OUT	-	(394)	(1,233)	(1,233)	
20 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>(394)</b>	<b>(1,233)</b>	<b>(1,233)</b>	
21					
22 <b>NET CHANGE IN FUND BALANCE</b>	350		59,009		
23					
24 FUND BALANCE - BEGINNING			315,148		
25 FUND BALANCE APPROPRIATED					
26 <b>FUND BALANCE - ENDING</b>			<b>\$ 374,157</b>		



**Solterra Resort CDD  
DS Series 2018**

**Statement of Revenue, Expenditures And Changes in Fund Balance  
For The Period Starting October 1, 2022 and Ending January 31, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 <b>REVENUE</b>					
2					
3 ASSESSMENTS ON-ROLL (Net )	\$ 618,463	\$ 30,411	\$ 542,811	\$ 512,400	0.877677808
4 ASSESSMENTS OFF-ROLL	-	-	-	-	
5 INTEREST - INVESTMENT	-	1,294	5,351	4,057	100%
6 DISCOUNTS	-	-	-	-	
7 <b>TOTAL REVENUE</b>	<u>618,463</u>	<u>31,705</u>	<u>548,162</u>	<u>516,457</u>	<u>89%</u>
8					
9 <b>EXPENDITURES</b>					
10 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
11 INTEREST EXPENSE	229,453	-	229,441	(12)	100%
12 INTEREST EXPENSE	226,253	-	-	-	0%
13 PRINCIPAL	160,000	-	-	(160,000)	0%
14 <b>TOTAL EXPENDITURES</b>	<u>615,706</u>	<u>-</u>	<u>229,441</u>	<u>(160,012)</u>	<u>37%</u>
15					
16 <b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	2,757	31,705	318,721	287,017	
17					
18 <b>OTHER FINANCING SOURCES (USES)</b>					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,029)	(158,347)	157,317	
21 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>-</u>	<u>(1,029)</u>	<u>(158,347)</u>	<u>157,317</u>	
22					
23 <b>NET CHANGE IN FUND BALANCE</b>	<u>-</u>	<u>30,676</u>	<u>160,375</u>	<u>129,699</u>	
24					
25 FUND BALANCE - BEGINNING			808,860		
26					
27 <b>FUND BALANCE - ENDING</b>			<u>\$ 969,234</u>		



**Solterra Resort CDD**  
**Construction Fund 2013**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>1 REVENUE</b>	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	80
<b>4 TOTAL REVENUE</b>	<b>80</b>
5	
<b>6 EXPENDITURES</b>	
7 CONSTRUCTION-IN-PROGRESS	16,546
8	-
<b>9 TOTAL EXPENDITURES</b>	<b>16,546</b>
10	
<b>11 EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(16,466)</b>
12	
<b>13 OTHER FINANCING SOURCES (USES)</b>	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	3,304
16 INTERFUND TRANSFER-OUT	-
<b>17 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>3,304</b>
18	
<b>19 NET CHANGE IN FUND BALANCE</b>	<b>(13,162)</b>
20	
21 FUND BALANCE - BEGINNING	15,150
22	
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 1,987</b>



**Solterra Resort CDD**  
**Construction Fund 2014**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>1 REVENUE</b>	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	30
<b>4 TOTAL REVENUE</b>	<b>30</b>
5	
<b>6 EXPENDITURES</b>	
7 CONSTRUCTION-IN-PROGRESS	6,173
8	-
<b>9 TOTAL EXPENDITURES</b>	<b>6,173</b>
10	
<b>11 EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(6,143)</b>
12	
<b>13 OTHER FINANCING SOURCES (USES)</b>	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	1,233
16 INTERFUND TRANSFER-OUT	-
<b>17 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>1,233</b>
18	
<b>19 NET CHANGE IN FUND BALANCE</b>	<b>(4,911)</b>
20	
21 FUND BALANCE - BEGINNING	5,652
22	
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 741</b>





**Solterra Resort CDD**  
**Construction Fund 2018**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>1 REVENUE</b>	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	16
<b>4 TOTAL REVENUE</b>	<b>16</b>
5	
<b>6 EXPENDITURES</b>	
7 CONSTRUCTION-IN-PROGRESS	158,339
8	-
<b>9 TOTAL EXPENDITURES</b>	<b>158,339</b>
10	
<b>11 EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(158,323)</b>
12	
<b>13 OTHER FINANCING SOURCES (USES)</b>	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	158,347
16 INTERFUND TRANSFER-OUT	-
<b>17 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>158,347</b>
18	
<b>19 NET CHANGE IN FUND BALANCE</b>	<b>23</b>
20	
21 FUND BALANCE - BEGINNING	1,951
22	
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 1,974</b>



**Solterra Resort CDD**  
**Construction Fund 2018 Phase 2B**  
**Statement of Revenue, Expenditures And Changes in Fund Balance**  
**For The Period Starting October 1, 2022 and Ending January 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>1 REVENUE</b>	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	391
<b>4 TOTAL REVENUE</b>	<b>391</b>
5	
<b>6 EXPENDITURES</b>	
7 CONSTRUCTION-IN-PROGRESS	-
8	-
<b>9 TOTAL EXPENDITURES</b>	-
10	
<b>11 EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>391</b>
12	
<b>13 OTHER FINANCING SOURCES (USES)</b>	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	-
16 INTERFUND TRANSFER-OUT	-
<b>17 TOTAL OTHER FINANCING SOURCES (USES)</b>	-
18	
<b>19 NET CHANGE IN FUND BALANCE</b>	<b>391</b>
20	
21 FUND BALANCE - BEGINNING	40,883
22	
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 41,273</b>



**Solterra Resort CDD  
Cash Reconciliation (GF)  
1/31/2023**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 3,836,466.00
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$11,746.76)</u>
<b><i>Adjusted Bank Balance</i></b>	<b><u><u>\$ 3,824,719.24</u></u></b>

Beginning Bank Balance Per Books	\$ 3,819,547.60
Add: Cash Receipts	209,683.22
Less: Cash Disbursements	<u>(204,511.58)</u>
<b><i>Balance Per Books</i></b>	<b><u><u>\$ 3,824,719.24</u></u></b>









**CHECK REGISTER  
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
01/13/2023	100228	I-Deal Refuse Savings, Inc.	Invoice: 429087 (Reference: Solid Waste Disposal. ) Invoice: 429088 (Reference: Solid Waste Di...		3,579.48	3,763,047.57
01/13/2023	100229	King Jackson Music LLC	Invoice: SR1230022 (Reference: Social Activity and Movie License. )		500.00	3,762,547.57
01/13/2023			Deposit	206,083.22		3,968,630.79
01/17/2023	100230	SPIES POOL, LLC	Invoice: 394884 (Reference: Pool and Lazy River R&M. ) Invoice: 394965 (Reference: Pool and La...		2,070.90	3,966,559.89
01/18/2023	100231	CRYSTAL SPRINGS	Invoice: 18244974 011523 (Reference: Coffee, Water & Vending Services. )		4.45	3,966,555.44
01/18/2023	5ACH011823	DUKE ENERGY	Utility: 11/24-12/27/22		469.75	3,966,085.69
01/19/2023	100232	Cintas	Invoice: 4143637900 (Reference: Facility Cleaning Maintenance. )		314.06	3,965,771.63
01/19/2023	100233	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2096 (Reference: Security System Maintenance. )		19,001.14	3,946,770.49
01/19/2023	100234	Evergreen Lifestyles Mgmt	Invoice: SRCDD1022C-R (Reference: Pool Monitors /Lifeguards. ) Invoice: SRCDD1222C (Reference:...		70,000.64	3,876,769.85
01/19/2023	100235	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23727482 (Reference: Capital Improvements. )		2,366.58	3,874,403.27
01/19/2023	100236	YELLOWSTONE LANDSCAPE	Invoice: OS 473886 (Reference: Monthly Landscape Maintenance JAN. )		16,166.00	3,858,237.27
01/19/2023	100237	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64178 (Reference: Facility Cleaning Maintenance. ) Invoice: 63224 (Reference: 8/24/22...		436.75	3,857,800.52
01/19/2023	100238	Food Truck Crazy, Inc.	Invoice: 125121 (Reference: Lifestyle Management Food Truck. )		269.00	3,857,531.52
01/19/2023	3ACH011923	DUKE ENERGY	5300 Solterra Blvd Lift 11/24-12/27/22		179.48	3,857,352.04
01/19/2023	4ACH011923	DUKE ENERGY	5290 Solterra Blvd Irrigation 11/24 - 12/27/22		30.44	3,857,321.60
01/20/2023	ACH1012023	DUKE ENERGY	7900 Oak Reflection Loop 11/29-12/28/22		35.86	3,857,285.74
01/20/2023	ACH2012023	DUKE ENERGY	Utility 11/29-12/28/22		876.79	3,856,408.95
01/20/2023	ACH012023	Spectrum Business	5200 Solterra Blvd AHMS 01/03/23-02/02/23		277.96	3,856,130.99
01/20/2023	100239	DPFG M&C	Invoice: 406424 (Reference: Website Set up & Administration. ) Invoice: 406495 (Reference: Dis...		4,510.00	3,851,620.99
01/20/2023	100240	SPIES POOL, LLC	Invoice: 386001 (Reference: Pool and Lazy River R&M for 06/14/22. ) Invoice: 391116 (Reference...		2,411.80	3,849,209.19
01/20/2023	2ACH012023	DUKE ENERGY	5200 OAKMONT BLVD 11/29-12/28/22		7,817.99	3,841,391.20
01/25/2023	1ACH012523	DUKE ENERGY	00 Solterra Blvd LITE 12/2-1/3/23		1,043.16	3,840,348.04
01/27/2023	100241	I-Deal Refuse Savings, Inc.	Invoice: 529962 (Reference: Solid Waste Disposal. ) Invoice: 529968 (Reference: Solid Waste Di...		1,297.17	3,839,050.87
01/27/2023	100242	SPIES POOL, LLC	Invoice: 395622 (Reference: Pool & Lazy River R&M. ) Invoice: 395620 (Reference: Pool & Lazy R...		1,324.50	3,837,726.37
01/27/2023	100243	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64410 (Reference: Facility Maintenance Cleaning. )		404.56	3,837,321.81
01/30/2023	100244	I-Deal Refuse Savings, Inc.	Invoice: 529982 (Reference: Solid Waste Disposal. ) Invoice: 529980 (Reference: Solid Waste Di...		1,099.52	3,836,222.29
01/30/2023	100245	POLK COUNTY UTILITIES	Invoice: 011923-3168 (Reference: Reclaimed Water. ) Invoice: 011923-4492 (Reference: Reclaimed...		11,503.05	3,824,719.24
01/31/2023				209,683.22	204,511.58	3,824,719.24

UNDER  
SEPARATE  
COVER



**Presentation to:  
Solterra Resort CDD**

Proposed Refinancing of Series 2013 Bonds



# Disclosure

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## FMS Role As Placement Agent

**FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as placement agent. The primary role of FMSbonds, Inc., (“FMS”) as a placement agent, is to place securities with a view to distribute in an arm’s-length commercial transaction with the CDD. FMS may have financial and other interests that differ from those of the CDD. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the CDD or any other person or entity. The information provided is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. The CDD should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Securities offered by FMSbonds, Inc, including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC. FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.**

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## Contents

- I. Plan of Refinancing
- II. FMS Bonds

# Plan of Refinancing

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## Executive Summary

- The Solterra Resort CDD (formerly known as the Oakmont Grove CDD) issued its Series 2013 Bonds in order to finance a portion of the improvement's to the community's amenity center. At the time such bonds were issued as taxable bonds with an average coupon of 7.50%. The District subsequently issued its Series 2014 and Series 2018 Bonds in order to finance public infrastructure improvements within the community.
- The Series 2013 Bonds are callable, (can be refinanced) on 11/1/2023 at Par. The tax code allows a refinancing to close as soon as 8/3/2023 (90 calendar days before the call date). The Series 2014 Bonds and the Series 2018 Bonds cannot be refinanced until 2025 and 2031, respectively.
- The Series 2013 Bonds can be refinanced on a tax-exempt basis rather than a taxable basis, which would provide a far lower interest rate for the District's bonds. Such refinancing would achieve annual debt service savings for the District in the **approximate amount of 21% per annum.**
- Due to market conditions and our success with refinancing CDD Bonds with bank loans, FMS proposes to explore refinancing the 2013 Bonds with a bank.

## Plan of Refinancing

### Savings/Proceeds Summary

	<u>Current Bonds</u>	<u>Refinancing Loan</u>
Principal Outstanding (1)	\$4,645,000	\$4,585,000
Average Yield (2)	7.50%	5.00%
Average Annual Debt Service (3)	\$460,661	\$362,570
Total Debt Service 2024-2043	\$9,213,225	\$7,251,400
Reserve Fund	\$345,000	N/A
Call Date	11/1/2023	5/1/2033
Final Maturity	2043	2043
<b><u>SAVINGS SUMMARY</u></b>		
Annual Savings - District		\$98,091
Annual Savings - %		21.29%
Total Savings - District		\$1,961,825

(1) Par amount outstanding after 11/1/23 amortization payment.

(2) Preliminary and subject to change, actual rate will be set at signing of final term sheet.

(3) The numbers contained herein will be grossed up to include early payment discounts and collection costs.



## Plan of Refinancing

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### Summary of Key Terms / Assumptions

- Par: New Par would be equal to or less than Old Par.
- Term: Bank loan will have same maturity as refunded bonds, 2043.
- Debt Service: Level debt service through maturity.
- Coupon: Approximately 5%, subject to change based on final term sheet.
- Rating: No Rating required.
- Reserve Fund: None. Current bonds have a ~\$345,000 reserve fund.
- Issuance Costs: All costs financed in transaction. Savings herein are net of costs.
- Timing:
  - 1) Prepare credit memo for bank.
  - 2) Bank to provide term sheet.
  - 3) Sign term sheet at June 22 board meeting.
  - 4) Adopt bond documents at July 27 board meeting.
  - 5) Close on loan August 3.
  - 6) Redeem 2013 Bonds November 1.

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## II. FMS Bonds

## Firm Overview and Experience

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### **FMS Bonds Overview**

- FMS Bonds, Inc. is one of the largest privately held municipal bond broker dealers in the US.
- The firm, which has been in business for over 40 years, employs over 125 professionals which serve institutional and retail clients.
- FMS is the market leader in underwriting and placing financings for Community Development Districts.
- FMS personnel has handled over 500 financings for Community Development Districts representing over \$10 billion in volume.
- FMS has served as underwriter or placement agent on approximately 100 Community Development District financings in the South Florida area.
- FMS served as underwriter for the issuance of the District's Series 2013 Bonds, Series 2014 Bonds, and Series 2018 Bonds.

# WALKED ON ITEMS

Amenity Manager Report:

Captain Carnival - Holiday Lighting - \$10,086.00

Samdri Pool Tech - Daily Pool Maintenance & Chemical Supply - \$6,500/month





**Captain Carnival**  
 22625 Coronado Somerset Dr  
 Sorrento, FL 32776 US  
 407-687-6220  
 captaincarnivalflorida@yahoo.com  
 http://www.merryminstrel.net

## Estimate 1416

<b>ADDRESS</b> Solterra Solterra Resort CDD 5200 Solterra Blvd Kyla is the contact Davenport, FL 33837	<b>SHIP TO</b> Solterra 5200 Solterra Blvd Davenport, FL 33837	<b>DATE</b> 04/01/2023	<b>TOTAL</b> \$10,086.00	<b>EXPIRATION DATE</b> 03/31/2023
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**SHIP DATE**  
10/01/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>PRODUCT</b> 2 lighted sprays for the clubhouse with red and gold structured bow- following year -\$688 place under the lamps hanging and take down included	2	544.00	1,088.00
<b>Services</b> wrap 2 palm trees by the front door entrance in warm white lights , take down included	20	36.00	720.00
<b>PRODUCT</b> 3 15 ft lighted garlands lighted for the clubhouse entry 1 red and gold structured bow following year -\$450 hanging and take down included		688.00	688.00
<b>Services</b> hang polka dot lights on the palm trees in the island by the clubhouse	20	36.00	720.00
<b>Services</b> hang 824 ft of c7 warm white bulbs on the roofline framing the front of the clubhouse	103	7.00	721.00
<b>PRODUCT</b> garland for the front gates with red and gold structured bow	4	200.00	800.00
<b>Services</b> hang c7 warm white lights along the roofline of the guard shack	92	7.00	644.00
<b>PRODUCT</b> 1 lighted half spray with a red and gold structured bow for the top of the clubhouse-following year -\$245	1	545.00	545.00
<b>PRODUCT</b> marquis signs 2 15 foot garlands lighted 4 red and gold structured bows-lighted	2	400.00	800.00



ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> marquis signs hang c7s on the wall underneath the metal fencing	80	7.00	560.00
<b>Services</b> set up, decorate, take down and store indoor Christmas tree	1	500.00	500.00
<b>PRODUCT</b> purchase a new 9 ft Christmas tree for indoors	1	850.00	850.00
<b>PRODUCT</b> decorations of your choice for indoor Christmas tree 9 ft tree including bows, ornaments, tree topper and skirt	1	800.00	800.00
<b>DELIVERY</b> shipping of product 1 time fee estimated. This could be less.	1	650.00	650.00

All prices include, delivery set up, take down and storage. This invoice is for the first year which includes the purchase of new greenery and bows. the greenery has a warranty of 5 years. Bows we recommend that you replace every other year. we lease the lights to you so you never have to worry about not having new nice lights. The staff will come out with uniform. We have workman's comp and we have commercial liability insurance on our business and vehicles. We begin to wrap palm trees at the beginning of Holiday season in October, We place the greenery in November and we make sure you are live by Thanksgiving. Many of the resorts want to have their lights ready for the day after Halloween. We can do this. Please note that next year the price will decrease as there is no cost for purchasing greenery. We begin take down after the Epiphany. If you would like your lights removed we can do so as early as the week after New Years

<b>SUBTOTAL</b>	10,086.00
<b>TAX</b>	0.00

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<b>TOTAL</b>	<b>\$10,086.00</b>
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THANK YOU.

Accepted By

Accepted Date





"Quality Guaranteed"

**Samdri Pool Tech, LLC**

3539 Lady Diana Dr  
Davenport, FL 33837  
Cell: 407-953-4378

**Service Agreement for:**

- **Soltera Resort**

This agreement is for the weekly pool maintenance and chemical supply for **all location (1 Large pool, 1 Spa, and 1 Lazy River)**

Our services for cleaning and maintain the pools would be **7 Times a week**.

**Pool Cleaning Duties:**

- Test and maintain pool chemistry in all pools as required by the State of Florida.
- Maintain all documentation and records as required by the State of Florida.
- Order all pool chemicals as needed with an approved Solterra supplier.
- Vacuum, brush, and clean all pools on a daily basis. Pool tile will be cleaned as needed.
- Clean and maintain all pool filtration equipment as needed.
- Monitor chemical supply computers and adjust as needed per the State of Florida requirements.
- Clean or replace all Stenner lines as needed.
- Add chemicals to maintain fountains/waterfall as needed.
- Maintain a clean working area in and around pool filtration equipment.
- Notify and discuss any potential problems with Solterra Management on a regular basis.

**Samdri Pool Tech, LLC. is responsible for maintaining the water to Health Department standards. If at any time the Health Dept. deems the pool below standards, Samdri Pool Tech, LLC. understands the fee charged by the Health Dept. will be deducted from monthly payment.**

The amount for the above-mentioned service for the pools at **Soltera Resort** is **\$6,500/month**. **Samdri Pool Tech, LLC** is responsible for providing their own workers compensation and general liability insurance as well as keeping their licenses current. **Payment is due 15 days from the date of the invoice to avoid a 10% late fee.**

**Any Emergency calls such as Human feces, vomiting, etc there will be a charge of \$300.00 for the call.**

This agreement defines the understanding of services between **Soltera Resort** and **Samdri Pool Tech, LLC**. This agreement, should you accept, shall begin ( / / ), unless noted otherwise herein, and continue for a period of one (1) year. This agreement will renew on anniversary date under the same terms in existence at the time of renewal. In the event of a breach, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered 30 days to cure this violation after receiving this notice. If the breach is not cured by the end of the 30-day period, then any previously delivered termination notice becomes effective without further notice.

**Samdri Pool Tech, LLC** agrees to hold harmless and indemnify or all suits or claims, including but not limited to any involving allegations of negligence or malfeasance against **Samdri Pool Tech, LLC**. Venue for any dispute shall be resolved in Mediation between the two parties in Osceola County, Florida. Should either party need to seek legal assistance for the enforcement or based upon a breach of this agreement, then that party shall be entitled to prevailing party fees and cost, including attorney's fees and costs

Acceptance:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Samdri Pool Tech, LLC**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Soltera Resort**

**Board of Directors**

