



**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday

April 7, 2023

10:00 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 Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

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 **Friday, April 7, 2023 at 10:00 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 or kdarin@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle T. Darin

Kyle T. Darin
District Manager

Cc: Attorney
Engineer
District Records

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Friday, April 7, 2023
Time: 10:00 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@vestapropertyservices.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. Guest Presentation: CDD 101 & Supervisor Liability – Meredith Hammock, Kilinski Van Wyk & Brent Grimmell, Egis Insurance

[Exhibit 1](#)

IV. Guest Presentation: Fitness Equipment – Technogym

[Exhibit 2](#)

V. Business Items

A. Update on Entrance Queuing Lane Project – Kimley Horn

[Exhibit 3](#)

B. Security and Safety Matters

1. Re-consideration of Security Monitoring Proposals

Exhibit 4 - Under
Separate Cover

a. Front Steps Visitor Management System (Updated) with
Gate Operator & Card Reader Upgrade and Ornamental
Repair to Resident Entry Gate

b. Proptia Visitor Management System with Gate Operator &
Card Reader Upgrade and Ornamental Repair to Resident
Entry Gate

2. Discussion on Expanding Security Monitoring to Include
Additional Cameras

3. Consideration of Action Security Gate Arm Repair Proposal -
\$1,385.00

[Exhibit 5](#)

4. Discussion on Authorization of Staff to Proceed with RFP for
Security Guard Services

a. Acceptance of Community Watch Security Guard Services
Resignation Effective April 21, 2023

[Exhibit 6](#)

b. Discussion of FTI 3-Month Proposal

Exhibit 7 - Under
Separate Cover

5. Consideration of On-going Polk County Extra-Duty Officer
Employment

[Exhibit 8](#)

C. Consideration and Adoption of **Resolution 2023-07, Revising the FY 23
CDD Meeting Schedule**

[Exhibit 9](#)



V. Business Items (Continued)

D. Vendor Reports

1. Aquatic Maintenance – *Steadfast Environmental* Exhibit 10
2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*
 - a. Consideration of Overflow Parking Resurfacing with Creation of Driveway to Oakbourne Avenue Proposals Exhibit 11
 - i. 4” Substrate - \$19,970.00
 - ii. 6” Substrate (Recycled Concrete)- \$28,555.29
 - b. Consideration of Entry Planters Rehab Proposal - Exhibit 12
\$1,000.00
3. Amenity Manager – *Evergreen Lifestyles Management*
 - a. Updates:
 - i. Cabana Canopy Replacement Order Exhibit 13
 - ii. Clubhouse Furniture Replacement Order Exhibit 14
 - iii. Proposals for Fitness Center Water Service
 - iv. Proposals for Electrical Outlet Installation at Roundabouts/Islands
 - v. Lifestyle Events Schedule
 - b. For Discussion:
 - i. Amenity Staffing
 - ii. Cabana Upgrades
 - iii. Placing Vending Machines and Sundries in the Clubhouse
 - iv. Gatehouse Signage
 - c. For Consideration:
 - i. Polywood Outdoor Furniture Exhibit 15
 - ii. Samdri Pool Service Revised Proposal (Weekly Pool Maintenance and Chemical Supply for Pool, Spa, and Lazy River) - \$6,500.00/month Exhibit 16
 - iii. Holiday Lighting Proposals Exhibit 17
 - A) Captain Carnival - \$10,086.00
 - B) Christmas Lighting Company - \$4,888.00
 - iv. A&A Playground Services Playground Equipment Replacement Proposal Exhibit 18
 - v. Ratification of Neighborhood Watch Signs Purchase Exhibit 19

V. Business Items (Continued)**D. Vendor Reports (Continued)**

4. HOA Management – *Evergreen Lifestyles Management*
 - a. Requests Regarding HOA Parking Policy Enforcement and Procedures

E. Consideration of Road and Parking Space Re-Striping Proposals [Exhibit 20](#)

1. USA Seal Stripe - \$3,500.00

2. ACPLM - \$5,383.00

F. Consideration of Fireman Tom Semi-annual Cleaning Proposal - \$450.00 [Exhibit 21](#)

G. Discussion on Café Costs and Benefits [Exhibit 22](#)

H. Discussion on Policies and Procedures [Exhibit 23](#)

1. Polk County Fire Department Maximum Occupancy (Patio: 80; Clubhouse: 50) [Exhibit 24](#)

2. Polk County Health Department Bathing Loads (Pool: 180; Lazy River: 120; Spa: 11)

3. Amenity Hours

4. Amenity Access

5. Cabana Rentals

I. Discussion on Policy for Proper Use of Surplus Property Policy

J. Discussion on Adding Amenities

K. Discussion on Non-Solicitation Policy

L. Discussion on Bond Series 2013 Refinancing

VI. Staff Reports

A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*

1. Update on Entrance Project Financing

B. District Engineer – *Tonja Stewart, Stantec*

C. District Manager – *Kyle Darin, Vesta District Services*

1. Field Operations Report [Exhibit 25](#)

2. Discussion on Adding Draft Agenda Packets to CDD Website Documents Section

3. Discussion on Scheduling of Budget Workshop



VII. Consent Agenda

- A. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held February 23, 2023 [Exhibit 26](#)
- B. Consideration For Acceptance – The March 2023 Unaudited Financial Report [Exhibit 27](#)
- C. Ratification of OnSight Stop Sign Repair at Oak Moss & Oak Reflection Loop - \$339.46 [Exhibit 28](#)
- D. Ratification of License Agreement for Community Events for Abraham Perkowski [Exhibit 29](#)

VIII. Audience Comments – New Business

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

IX. Security Shade Meeting

X. Supervisor Requests

(Includes Next Meeting Agenda Item Requests)

XI. Action Items Summary

(To Be E-mailed to Supervisors and Staff)

XII. Next Meeting Quorum Check

(10:00 a.m. on Friday, May 5, 2023 with Budget Workshop at the Solterra Resort Amenity Center [5200 Solterra Blvd., Davenport, FL 33837])

XIII. Adjournment



EXHIBIT 1



CDD 101

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT



General Background



What is a CDD?

- Local unit of special purpose government
- Established under the Uniform Community Development Act of 1980 (Chapter 190, Florida Statutes)
- Primary functions:
 - Provide a mechanism to finance, construct and maintain high-quality improvements and amenities
 - Issue tax-exempt bonds to finance cost of public infrastructure
 - Maintain roadways, facilities, amenities, common areas, and other public improvements
 - Collect revenues and pay operating expenses
 - Levies special assessments on lands benefited by improvements



Powers of CDDs

Allowed by Chapter 190, F.S.:

- Construct and maintain public infrastructure
- Issue long-term bonds
- Issue short-term bonds
- Levy and collect non-ad valorem assessments for debt service
- Levy and collect operating and maintenance assessments
- Contract for services
- Provide security/recreational services

NOT Allowed by Chapter 190, F.S.:

- Regulate land use/zoning
- Issue building permits
- Issue development orders
- Provide police services
- Enforce code compliance
- Enforce traffic regulations



Unit of Government

As a unit of government, a CDD is:

- Subject to the Government in the Sunshine Law
- Subject to Public Records laws
- Subject to certain reporting and disclosure requirements
- Subject to bidding requirements for certain projects
- Able to issue tax-exempt bonds to finance public improvements
- Able to enjoy the protections of sovereign immunity
- Exempt from sales tax



CDDs v. HOAs

CDDs

- Unit of government
- Subject to open government and public records laws
- CDD assessments are co-equal with County taxes, making them very secure
- Able to finance large improvements through bonds, resulting in less financial burden on homeowners
- Required to hold public hearings for certain actions
- Board begins turnover to resident Board members as early as 6 years from establishment
- Tax-exempt

HOAs

- Private entity (not-for-profit corporation)
- Financing limited to annual assessments, shorter-term loans, and other private financing
- Required to hold homeowner votes for certain decisions
- Turnover to resident control usually occurs over a longer period (based on percentages of sold lots)
- Has control over deed restrictions on private lots



Responsibilities and Control – Solterra Resort CDD

CDD

- Public Roadways
- Stormwater Management System
- Irrigation and Landscaping (common areas)
- Amenities
- Entryway monuments, perimeter walls, and guardhouse

HOA

- Private Roadways
- Deed restriction enforcement
- Community architectural control
- Irrigation and landscaping (private property)
- Homeowners' driveways and lawns



Key Legal Considerations for Supervisors



Chapter 190, Florida Statutes

- Sets forth all powers and responsibilities of CDDs
- If Chapter 190, Florida Statutes, does not grant the power, the CDD – and therefore Supervisors acting in their capacity as Supervisors of the CDD – cannot do it.
- Keep in mind:
 - CDD has limited authority.
 - CDD must comply with applicable laws, including City and County ordinances.



Comply with the Law – Sunshine Law

- The Government in the Sunshine Law (a/k/a Open Records Law), see Chapter 286, Florida Statutes & Article I, s. 24, Constitution of the State of Florida
- Constitutional and statutory right of public access to governmental proceedings, at state or local level
- Applies to any gathering of two or more members of the same Board to discuss some matter which may foreseeably come before that Board for action.
 - Includes phone calls, text messages, emails, social media
 - Applies to conversations with other Board members, not with Staff
- Such discussions can only take place at a meeting that is: (1) noticed, (2) open to the public, and (3) where minutes are taken.
- A quorum (3/5 Supervisors) must be physically present to make any decisions



Other Sunshine Law Considerations

- Do not use other individuals (Staff, neighbors, etc.) as a conduit to have a conversation between Supervisors.
- Reasonable notice is required for all Board meetings. This means notice must be published in the newspaper and an agenda should be posted at least 7 days in advance.
- An opportunity for public comment is required before the Board takes action.
- The public must be allowed to attend meetings, but the District is NOT required to provide a means for electronic attendance for the public.
- Secret voting is not allowed.
- Minutes do not have to be a verbatim transcript.
- Committees may be subject to the Sunshine Law if they have decision-making authority



Narrow Exceptions to Sunshine Law

- Only those exemptions or exceptions expressly provided in Florida law are permitted.
- Examples:
 - Pending litigation
 - Security and fire safety system details



Penalties for Violating Sunshine Law

- **Criminal penalties:**
 - **Knowing violation is a 2nd degree misdemeanor which can result in sentences of 60 days' imprisonment and fine of up to \$500**
- **Civil fines up to \$500**
- **Civil lawsuits:**
 - **Must pay attorneys' fees (can be against individuals involved), but no damages are awardable**
- **Removal from office**
- **Action is considered to be invalid but can cure**



Comply with the Law – Public Records

- With limited exceptions, documents related to District business must be preserved as public records and produced when requested.
- We recommend using a separate e-mail address for all District business and keeping any hard copy files in a separate and easy-to-access place.
- Forward any public records requests to the District Manager for processing



Comply with the Law – Ethics Law

- Supervisors are subject to many of the same ethics laws as county and city officials.
- Supervisors must make required financial disclosures. The District Manager will provide the required forms (Form 1).
- Do not accept a bribe.
- Avoid conflicts of interest.
 - If there is ever an item before you for a vote that would provide a special benefit to you, a business associate, or a close family member, let District Counsel know so proper steps may be taken.
- See Chapter 112, Florida Statutes, for other ethical considerations



Finance Basics



Annual Budget

- Fiscal Year runs from October 1 to September 30.
- Proposed budget must be adopted before June 15 each year
- Final budget must be adopted after a public hearing before October 1 each year.
- Describes anticipated expenditures and sources of funds.
- Available on the District's website: <https://www.solterraresortcdd.org/documents>
- Funds may be moved amongst line items by motion, but large changes may require an amendment by resolution



What are Bonds?

- Long term, tax-exempt financing available to the CDD because it is a unit of government with authority to issue long-term, tax-exempt debt.
- Must be validated by a court and comply with Florida law.
- May be repaid over up to 30 years.
 - Spreading costs over a longer period makes costs more manageable for homeowners.
 - Costs only paid at the time you own your house – assessments run with the land, not the property owner.
 - May be refunded to obtain better interest rates



What are Assessments?

Debt Assessments

- Levied to repay bonds
- One-time mailed and published notices and public hearing required
- Usually collected on the County tax roll

Operations & Maintenance Assessments

- Levied to pay annual administrative, operational, and general maintenance costs of the District – adopted annually with budget
- Includes reserves and amounts for maintaining current infrastructure
- Mailed and published notices and public hearing required to increase above last noticed amount
- Usually collected on the County tax roll



Annual Audit

- Required by statute
- Must be completed by June 30 each year (unless an earlier deadline applies for bonds).
- Available on the Florida Department of Financial Services website



Management and Control of the District



Staff Roles and Responsibilities

District Manager

- Receives authority from Florida Statute, District policies, and as provided in the agreement between the District and the management company.
- The Board makes policy, and the District Manager implements the Board's policies.
- Has “charge and supervision of the works of the District” and is responsible for preserving, operating and maintaining improvements, facilities, and equipment and for performing such other duties as may be prescribed by the Board. §190.007(1), *Florida Statutes*.
- May hire and fire professional, supervisory, and clerical employees as may be necessary and authorized by the Board. §190.007(1), *Florida Statutes*.



Staff Roles and Responsibilities

District Counsel

- Works for the Board, not the District Manager or any Board member
- Works with the District Manager and Staff to help protect the District from legal perils and achieve its goals

District Engineer

- Assists with the construction of the District's Capital Improvement Plan
- Assists in the acquisition and conveyance of infrastructure
- Assists with permit compliance
- Assists with maintenance of infrastructure



Board of Supervisors

The CDD is controlled by an elected 5-member Board of Supervisors.

Phase 1: Landowner Elections

- Initially, Supervisors are elected on an at-large basis by those owning property within the CDD.
- 1 acre of land = 1 vote (partial acres are rounded up).
- Candidates must be Florida residents and U.S. citizens.

Phase 2: General Qualified Electors

- Beginning six years after the initial appointment of Supervisors and once the CDD has at least 250 qualified electors, Supervisors begin to be elected through the general election process.
- Supervisors elected through the General Election process must be qualified electors (residents of the District who are at least 18 years old and registered to vote in Polk County) and serve four-year terms with staggered expiration dates



Role of the Board

Authorized by Chapter 190, F.S.

- Policy making
- Retention of staff to implement policy
- Holding staff accountable for policy implementation
- Making material business decisions for the District (ex. whether to issue or refinance bonds or enter into significant contracts)

NOT authorized by Chapter 190, F.S.

- Directing on-site staff
- Individual board members are not supposed to be operating the District, unless delegated some limited authority by the Board.



Role of Individual Supervisors

- Receive input from constituents
- Propose new policies or policy changes
- Vote on proposals brought before the Board at meetings



District Officers

- Chair – selected by the Board; has certain powers to sign documents, convene meetings, authorize emergency expenditures, and take other actions permitted by law, rule, and policy.
- Vice Chair and Assistant Secretaries –
 - Vice Chair fulfills the duties of the Chair when the Chair is absent.
 - Assistant Secretaries who are Board members can fulfill the role of Chair when the Chair and Vice Chair are both absent.
 - Assistant Secretaries who are not Board members have certain signing/attestation authority.
- Treasurer – statutory position; has charge of the funds of the District, required to provide a bond and/or insurance and does not need to be a Board member.
- Secretary – responsible for maintaining minutes, retaining records, coordinating certain disclosures; required to provide a bond and/or insurance and does not need to be a Board member.



Meeting Procedures

- Call meeting to order
- Roll Call
- Public Comment (3 minutes, not a question & answer session)
- District Business
 - Decisions are made by a majority vote of the Supervisors present (may vote by phone if a physical quorum is present)
 - Motion, second, all in favor
 - District has not adopted Robert's Rules of Order but does follow procedures to maintain decorum
- Public hearings (rules, assessments, etc.)
 - Separate published notice
 - Separate public comment opportunity



Best Practices for Supervisors



Social Media

- Because of the Sunshine Law, once a Supervisor posts on social media, another Supervisor should not respond to the post.
 - Our recommendation is to avoid using social media for District business on an individual level.
- If you do post on a social media page, create a copy of that page, and submit it promptly to the District Manager's office.
- DO NOT delete posts.
- If in doubt about the accuracy of any planned posts, please consult with District Manager first or direct residents to the District Manager for follow-up.
- If you want to set up your own Facebook or other account where District business will be discussed, please consult further with District Manager and District Counsel first. There will be technological requirements the Board needs to consider.
- Use person-to-person contact, e-mail and telephone as your primary, or sole, means of communication with your constituents.



Prepare for Board Meetings, Workshops, and Conference Calls

- Anticipate questions regarding your positions on issues that are on the agenda.
- Make sure others are prepared. For example, if you have an engineering question, give the District Engineer notice before the meeting.
- Meeting time is limited and valuable. All questions on the materials in the agenda package should be raised to Staff in advance of the meeting.
- Identify issues that may need input from District Counsel or the District Engineer in advance. We can help you be proactive in preventing future problems and creating efficient agenda items for Board action.



Be Organized

- Avoid requesting last minute agenda items unless time is of the essence.
- Avoid audio and/or visual issues. Let staff know in advance if you have a PowerPoint or electronic presentation.
- Be consistent with treatment of the audience and do not perpetuate bad habits. For example, it is “audience comments,” not “audience questions.” Do not invite questions from the audience unless the Board has a formal policy to do so.
- While it may seem awkward to tell your neighbor to wait until audience comments to provide input, that is how effective governments operate.



Respect Fellow Board Members and Staff KVW KILINSKI | VAN WYK

Board Members

- In a meeting, on social media, or in conversations in the community
- Rarely will commenting negatively on another Board member help the community
- Keep criticism to “positions,” not “people”

Staff

- If you have concerns with a Staff member (other than the District Counsel or District Engineer who report directly to the Board), speak to the District Manager. If not resolved, bring it to the Board’s attention for discussion.
- If you have concerns with the District Counsel or District Engineer, speak to them. If not resolved, bring it to the Board’s attention for discussion.



Avoid Micromanagement

The most successful Boards do not micromanage Staff or engage in the day-to-day operation of the District.

Micromanagement is problematic for many reasons:

- It creates potential liability for the individual Board member.
- It creates potential liability for the District.
- It waters down the protections the District bargained for when it hired an independent contractor.
- It creates uncertainty with Staff as to who Staff should take direction from.
- It is inefficient governance.
- It causes friction with other Board members who may not feel the same way.



QUESTIONS?



Contact



For additional information, please contact Kilinski | Van Wyk, PLLC at:

Kilinski | Van Wyk, PLLC

2016 Delta Boulevard, Suite 101

Tallahassee, Florida 32303

meredith@cddlawyers.com; (321) 947-1561

jennifer@cddlawyers.com; (850) 508-2335

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EXHIBIT 2



Solterra Resort

TECHNOGYM INTERIOR DESIGN

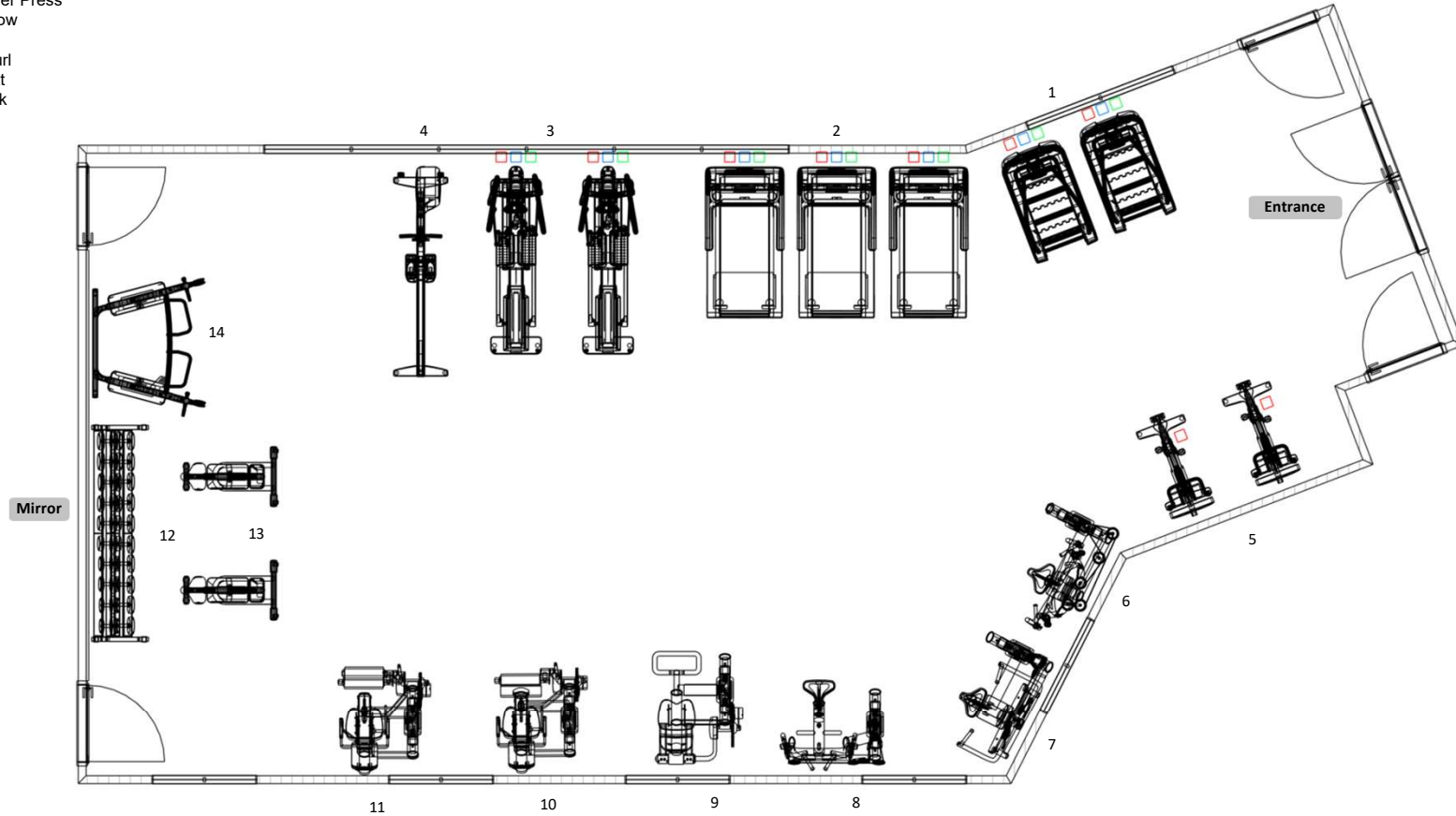


CARDIO

- 1 Excite Live Climb
- 2 Excite Live Run
- 3 Excite Live Synchro
- 4 SkillRow
- 5 Technogym Bike

STRENGTH AND PERFORMANCE

- 6 Selection 700 Chest Press
- 7 Selection 700 Shoulder Press
- 8 Selection 700 Low Row
- 9 Selection 700 Ab
- 10 Selection 700 Leg Curl
- 11 Selection 700 Leg Ext
- 12 Pure 10 Pair DB Rack
- 13 Adj Bench
- 14 Dual Adj Pulley



Solterra Resort Option A

2D Wireframe – Equipment list

Designer: **kh**
Interior Design Dpt.

Date: Mar 06 2023

Area: 1100sf

Scale: Fit to page

- Power
- TV
- Lan

Note:



Interior Design

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Solterra Resort Option A

3D VIEW

Designer: kh
Interior Design Dpt.

Date: Mar 08 2023
Area: 1100sf
Scale: Fit to page

- Power
- TV
- Lan

Note:



Interior Design

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Solterra Resort Option A

3D VIEW

Designer: **kh**
Interior Design Dpt.

Date: Mar 08 2023

Area: 1100sf

Scale: Fit to page

- Power
- TV
- Lan

Note:



Interior Design

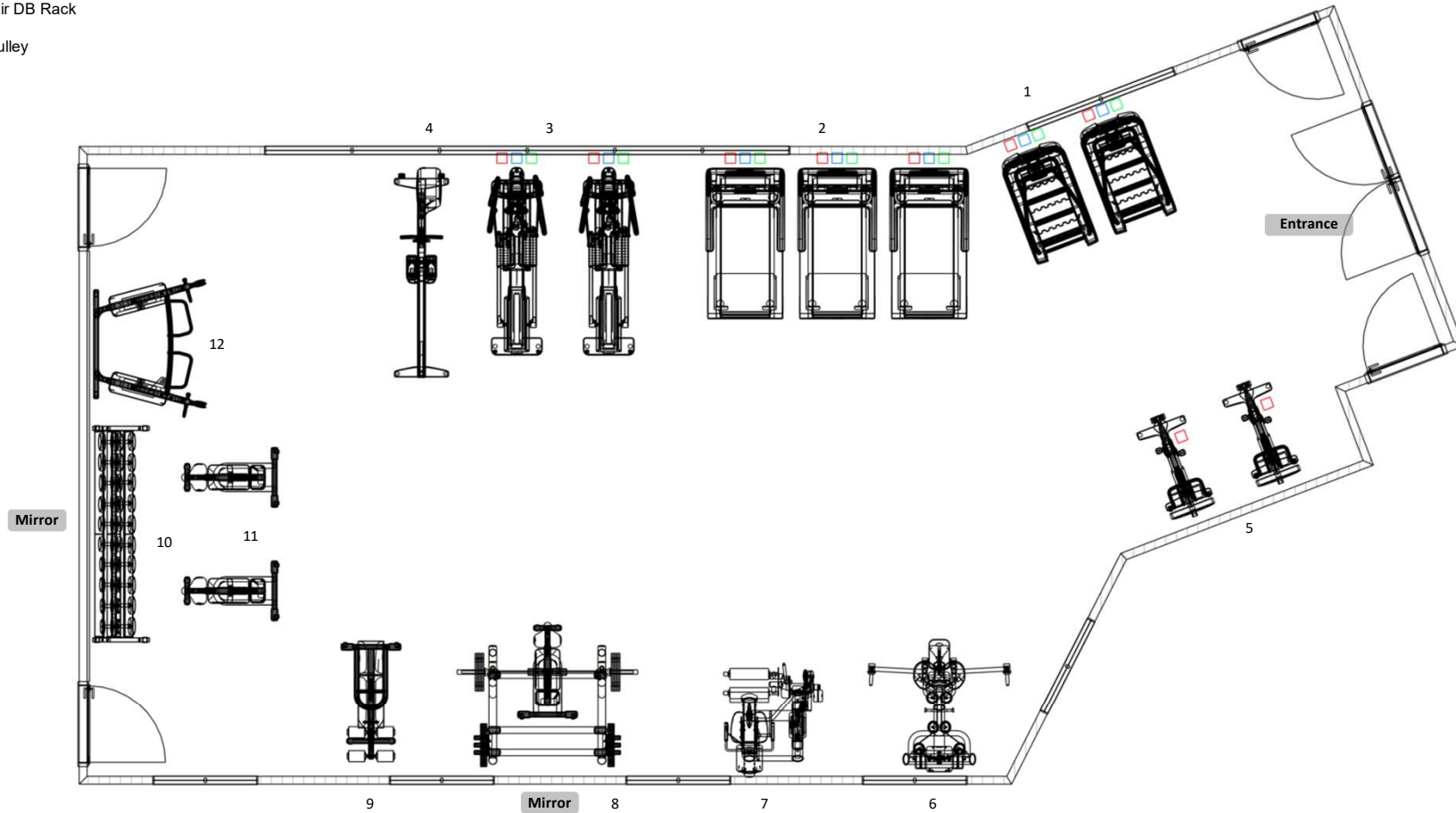
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CARDIO

- 1 Excite Live Climb
- 2 Excite Live Run
- 3 Excite Live Synchro
- 4 SkillRow
- 5 Technogym Bike

STRENGTH AND PERFORMANCE

- 6 Selection 700 Dual Pec/Fly
- 7 Selecion 700 Dual Leg Curtl/Ext
- 8 Multipower & Adj Bench
- 9 Ab Bench
- 10 Pure 10 Pair DB Rack
- 11 Adj Bench
- 12 Dual Adj Pulley



Solterra Resort Option B

2D Wireframe – Equipment list

Designer: **kh**
Interior Design Dpt.

Date: Mar 06 2023

Area: 1100sf

Scale: Fit to page

- Power
- TV
- Lan

Note:



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Solterra Resort Option B

3D VIEW

Designer: **kh**
Interior Design Dpt.

Date: Mar 08 2023
Area: 1100sf
Scale: Fit to page

- Power
- TV
- Lan

Note:



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Solterra Resort Option B

3D VIEW

Designer: **kh**
Interior Design Dpt.

Date: Mar 08 2023

Area: 1100sf

Scale: Fit to page

- Power
- TV
- Lan

Note:



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EXHIBIT 3



This document, together with the conceptual site design presented herein, is intended only for the specific purpose and client for which it was prepared. Review of this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



NOTES:
 1. FINAL SITE PLAN TO BE DETERMINED WITH SURVEY DATA AND CONTENTS OF THIS EXHIBIT IS FOR CONCEPTUAL SITE PLANNING PURPOSES ONLY.

SOLTERRA RESORT CDD		CONCEPTUAL SITE PLAN		Kimley-Horn	
FLORIDA		POLK COUNTY		LICENSED PROFESSIONAL CORY N. SITER, P.E. FLORIDA LICENSE NUMBER 89984 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	
SHEET NUMBER EX-1		DATE 04/04/2023		PROJECT NO. DATE SCALE AS SHOWN DESIGNED BY CNE DRAWN BY KCN CHECKED BY CNE	
NO.		REVISIONS		DATE BY	

EXHIBIT 4
Security Information
Distributed Under
Separate Cover



EXHIBIT 5



ACTION SECURITY, INC.
 1505 MANOR RD
 ENGLEWOOD, FL 34223
 Sales@ActionSecurityFL.com

Estimate



ADDRESS
 Solterra Resort CDD
 c/o DPFPG
 250 International Parkway, Suite 280
 Lake Mary, FL 32746

ESTIMATE #	DATE
3273	02/14/2023

ACTIVITY	QTY	RATE	AMOUNT
LED Barrier Arm, 12ft red & green	1	650.00	650.00
LED 15 ft. barrier gate arm with Red & Green LED	1	735.00	735.00
note above is unit pricing for 12' and 15' LED barrier arms.	1	0.00	0.00
Does not include LED controller or counterweight as those are assumed to be in good condition and able to be used. Also does not include installation labor.			

Estimate good for 30 days.

TOTAL **\$1,385.00**

Actual labor required may vary depending on site conditions.

FL Contractor ES12001404

Accepted By

Accepted Date



EXHIBIT 6



From: Marvin Vasquez <marvin@communitywatchesolutions44.onmicrosoft.com>
Sent: Tuesday, March 21, 2023 3:00 PM
To: Kyla Semino <ksemino@evergreen-lm.com>
Subject: 30 DAY NOTIFICATION OF TERMINATION

Kayla,

I would appreciate it if you would forward this to the CDD Board,

Community Watch Solutions, LLC., appreciates the relationship we've had for quite some time with the Solterra CDD Board. As we move forward as a company, we feel that a new direction for us is warranted.

With that, I would like to submit this communication as notification that we will terminate patrol services in 30 days at Solterra effective 11pm, April 21, 2023. We sincerely wish the CDD Board the very best in their continuing efforts to serve the homeowners of Solterra.

Marvin E. Vasquez



Marvin E. Vasquez, CGCS
Director of Operations
Community Watch Solutions, LLC.
“Security with a Concierge Touch”
O:321-401-4175 | C:407-202-7298 | F:321-401-4138



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CAUTION: This message originated from outside the Evergreen Lifestyles Management organization. Please do not click links or open attachments if you do not recognize the sender's email address.



EXHIBIT 7
Security Information
Distributed Under
Separate Cover



EXHIBIT 8





Polk County Sheriff's Office

Application for Extra-Duty Employment



Deputy Payment Rate	Standard	\$45.00 per hour, per deputy
	Premium	\$60.00 per hour, per deputy
	Urgent	\$80.00 per hour, per deputy
Supervisor Payment Rate	The supervisor rate is only charged if the job request requires a supervisor due to staffing levels. In those situations the following will be added to the appropriate rate above: Sergeant +\$10 per hour, Lieutenant +\$15 per hour, Captain +\$20 per hour	
Administration/Vehicle Fee	\$4.00 per hour worked	

Dates and Times for this Request (or include attachment)				
Date	# of Deputies	Day of Week	Start Time	End Time
*				

Premium Rate Holidays (please check if applicable)			
<input type="checkbox"/>	New Year's	<input type="checkbox"/>	Labor Day
<input type="checkbox"/>	Martin Luther King Jr Day	<input type="checkbox"/>	Halloween
<input type="checkbox"/>	Presidents Day	<input type="checkbox"/>	Veterans Day
<input type="checkbox"/>	Easter Sunday	<input type="checkbox"/>	Thanksgiving
<input type="checkbox"/>	Memorial Day	<input type="checkbox"/>	Black Friday
<input type="checkbox"/>	Fourth of July	<input type="checkbox"/>	Christmas

Other (please explain)

We are requesting police presence at * and * as prescribed above beginning the week of March 7 through the end of March 2023.

There have been several unauthorized large parties in the community, and we would like to let people entering the community know that the police are active here.

*Security information exempt from public records requests has been removed

EXHIBIT 9



RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT REVISING THE ADOPTED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District ("**District**") was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

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

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

WHEREAS, the Board desires to revise the adopted the Fiscal Year 2022-2023 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The revised Fiscal Year 2022-2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED THIS 23RD DAY OF MARCH, 2023.

ATTEST:

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Revised Fiscal Year 2022-2023 Annual Meeting Schedule



Exhibit A

**BOARD OF SUPERVISORS REVISED MEETING DATES
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023**

Beginning April 7, 2023, the Board of Supervisors of the Solterra Resort Community Development District (“District”) will hold the remainder of their regular meetings for Fiscal Year 2022/2023 (beginning October 1, 2022, and ending September 30, 2023) at Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837, for the purpose of considering any business that may come before the Board of Supervisors for the District (“Board”) at **10:00 a.m. (EST)** on the following dates:

**April 7, 2023
May 5, 2023
June 2, 2023
July 7, 2023
August 4, 2023
September 1, 2023**

Additionally, the Board may hold workshops for the purpose of reviewing items on the agenda for the next scheduled meeting of the Board and discussing other District business. No decisions will be made, and no Board action will be taken, at the workshops. Each workshop will be separately noticed.

The meetings and workshops are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings and workshops may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings and workshops may be obtained by contacting the District Office, c/o DPF Management and Consulting, LLC, by mail at 250 International Parkway, Suite 208, Lake Mary, Florida 32746, or by phone at (321) 263-0132, or by visiting the District’s website: <https://www.solterraresortcdd.org/>.

There may be occasions when one or more Board supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at any meeting or workshop because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Larry Krause
District Manager



EXHIBIT 10





Solterra Resort CDD Aquatics

Inspection Date:

3/30/2023 9:05 AM

Prepared by:

Lee Smith

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940



Inspection Report

SITE: 2

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

This waterway is dominated by various types of vegetation. Technician is doing their best to keep nuisance species under control and beneficials in healthy condition. 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	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> 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 type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara

SITE: 3

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving



Comments:

Water level in pond is low. Pond is dominated by beneficial gulf coast Spikerush which is present directly in the middle and is in good condition. Rest of pond contains Babytears and Torpedo grass around the perimeter in minor amounts. Technician will continue with routine treatment on this site.

<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 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 checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input checked="" type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:



Inspection Report

SITE: 4

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

One side of waterway contains low water levels. Minor amounts of surface algae are present on this side and appear to be decaying. Rest of the pond is dry and is being kept under control by technician. Routine maintenance and monitoring will occur here.

<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>	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: 5

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. No major algae growth observed. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	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	Chara
	Hydrilla	Slender Spikerush	Other:	



Inspection Report

SITE: 6

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Perimeter is surrounded by beneficial gulf coast spikerush and duck potato. These beneficials are in healthy condition. Some areas along the edge of the pond contain decaying algae. Overall, this pond is in great condition and technician will focus on this algae 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 Filamentous Planktonic	<input checked="" type="checkbox"/> Surface Filamentous Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears Chara
	Hydrilla	Slender Spikerush	Other:

SITE: 18

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Only nuisance species observed was subsurface algae which was present throughout the water. Technician will target this algae growth during next maintenance event.

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



Inspection Report

SITE: 19

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Subsurface algae was noted in this pond in moderate amounts. It is normal to have this amount and technician is currently keeping it under control. Babytears and Torpedo grass were also observed in minor amounts along the shoreline. Both will be treated during future maintenance events.

<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	<input checked="" type="checkbox"/> Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 15

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Subsurface algae is also present within the water of this pond. This amount of growth is not unusual during this time of year. 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	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	Chara
	Hydrilla	Slender Spikerush	Other:	



Inspection Report

SITE: 16

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Pond has made great improvements since last report. Much of the subsurface algae growth has diminished. It is still present but in minimal amounts. Grasses are present throughout this pond as well and will be a main focus for technicians going forward.

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

SITE: 27

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Surface and subsurface algae growth is present along the perimeter of this pond. Babytears are also present along the shoreline. Technician will target these nuisance species on next visit.

<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 Filamentous Planktonic	<input checked="" type="checkbox"/> Surface Filamentous 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	<input checked="" type="checkbox"/> Babytears	Chara
Hydrilla	Slender Spikerush	Other:	



MANAGEMENT SUMMARY



With the conclusion of March, the changing weather has rapidly shifted the conditions affecting the Solterra ponds. The series of cold snaps continues, though between these are periods of increasingly warm temperatures. Rain events are becoming more common, but are currently erratic, which has lowered water levels in some areas of the community. Additionally, the lack of significant wind or rain has increased decay times for surface algae once treated. Residents may notice this algae that sticks around longer between treatment events, this is a direct result of stagnant water conditions and cold nighttime temperatures. Once treated, algae will turn brown, and eventually white as it decays, a sign of it's successful treatment. Maximum results from treatment will typically be evident within 7-10 days.

Most ponds were in great condition on this most recent visit. Nuisance grasses were noted in some ponds and will continue to be treated accordingly (such as 3, 16, & 27). Due to low water levels, some sections of the beds and pond banks are exposed. It is here that technicians have made great progress on exposed subsurface growth. Algae is the main enemy at this time of year, with lowered water levels and sudden increase in temperature (6, 16, & 27). This will be the main target moving forward for our technicians, as we move towards the warmer months. I am pleased to report that out of all the ponds surveyed today, all but one had already had it's algal growth addressed.

As the rain returns, water levels will rise and algae will be cleared out easier.

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 11





Proposal #295617

Date: 03/22/2023

From: Dana Bryant

Proposal For

Solterra CDD
c/o DPGF
250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Overflow Parking Lot 4" depth

Terms: Net 30

Table with 2 columns: ITEM DESCRIPTION, Quantity. Rows include General Labor (30.00), Equipment Rental (UPDATE COST) (2.00), and 2"< Recycled concrete (11.00).

Client Notes

- Create an Overflow Parking Lot where the event lawn was
Fill the 15,000 sq ft area with 2"< recycled concrete material to a 4" depth.
Create a Driveway from Oakbourne to the lot to a 4" depth.

Summary table with 2 columns: Description, Amount. Rows include SUBTOTAL (\$19,970.00), SALES TAX (\$0.00), and TOTAL (\$19,970.00).

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant
danabryant@yellowstonelandscape.com



Proposal #295609

Date: 03/22/2023

From: Dana Bryant

Proposal For

Solterra CDD

c/o DPGF
250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Overflow Parking Lot 6" depth

Terms: Net 30

ITEM DESCRIPTION	Quantity
General Labor	40.00
Equipment Rental (UPDATE COST)	3.00
2"< Recycled concrete	16.00

Client Notes

- Create an Overflow Parking Lot where the event lawn was
- Fill the 15,000 sq ft area with 2"< recycled concrete material to a 6" depth
- Create a Driveway from Oakbourne to the lot to a 6" depth

	SUBTOTAL	\$28,555.29
Signature	SALES TAX	\$0.00
x	TOTAL	\$28,555.29

*Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.*

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant
danabryant@yellowstonelandscape.com

EXHIBIT 12





Proposal #295699

Date: 03/22/2023

From: Dana Bryant

Proposal For

Location

Solterra CDD
c/o DPGF
250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Entry Planters Rehab

Terms: Net 30

Table with 2 columns: ITEM DESCRIPTION, Quantity. Rows include General Labor (10.00) and 3 GAL Trellis Bougainvillea (20.00).

Client Notes

- Remove Agave from the Existing Planters at the entrance and exit
Clean, treat, refresh soil, add stone, and Weed Barrier
Install (2) 3 Gallon Trellis Bougainillia back to back
Allow the Bougainvillea flush out and drape over the edges.

Summary table with 2 columns: Description, Amount. Rows include SUBTOTAL (\$1,000.00), SALES TAX (\$0.00), and TOTAL (\$1,000.00).

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant
danabryant@yellowstonelandscape.com

EXHIBIT 13





707 S W 20th St
 Ocala, FL 34471
 800-999-2589
 Fax: 352-629-2860
www.admiralfurniture.com

QUOTE / ACKNOWLEDGEMENT

Quote # ACFQ60531
Date 08/29/22
Cust. PO#

Sold To:

Solterra Resort CDD
 Kyla Semino
 5200 Solterra Blvd

Ship To:

Solterra Resort CDD
 Kyla Semino
 5200 Solterra Blvd

Davenport FL 33837
 Phone: (386)822-4195 ext. 103 Fax:
 ksemino@evergreen-lm.com

Davenport FL 33837
 Phone: (386)822-4195 ext.103 Fax:

FOB	Sales Rep	Ship Via	Proposed Shipping Time	Terms
Factory	Matt Graham	Best Way	10 - 16 weeks after receipt of order or sooner	50% DEP/BAL. NET 30

Qty	Model #	Description	Unit Price	Ext. Price
10	MISC	Replacement Fabric Canopy for 10ft Square Cabanas, Sunbrella Fabric 4601 Pacific Blue, CUSTOMER MUST SEND SAMPLE FABRIC CANOPY TO OUR SEWERS	\$2,461.54	\$24,615.40
80	CUSTOMCURT AIN	Customer Accent Curtains (For 10ft SQ Cabanas), With Curtain Tiebacks, Sunbrella Fabric 4601 Pacific Blue Fabric, Curtain Measurements - 90" Long X 24" Wide, Need (8) Accent Curtains per Cabana	\$169.23	\$13,538.40
SubTotal				\$38,153.80
5.0% Product Surcharge				\$1,907.69
Frame:	Table Top:		SubTotal	\$40,061.49
Vinyl or Sling:			Sales Tax	\$0.00
Accent:			Estimated Shipping	\$625.00
Umbrella:	F/Glass Umb. Pole:		Total	\$40,686.49
			Deposit Amount	\$20,343.25

Due to the volatility in materials, labor and shipping costs, pricing can only be guaranteed for 30 days. Freight rates quoted are estimates only and will have to be rerun at time of shipment. Please consult your sales representative for updated quotes. Rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional.

Approved By: Candice Smith **Date:** 10-31-22

Signing quotation will authorize Admiral Furniture to proceed with this order. Please verify shipping address, quantities, model number and colors for accuracy.

AP Contact _____ **E-mail** _____ **Phone** _____

TERMS AND CONDITIONS
 Terms: Unless otherwise stated above. Check in full with order or 50% deposit balance due before shipping. (All Applicable sales tax will apply). We also accept most major credit cards.
 Returns: No returns accepted without written authorization in advance by Sundrella and return freight prepaid. All furniture remains the property of Sundrella until invoice is paid in full.
 Restocking charges may apply. Without written notice from the customer within 24 hours, this order becomes non-cancelable and no changes are accepted.
 Freight: All products are shipped F.O.B. Factory via Common Carrier. Please obtain shipping charges from your sales rep. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional. Customer must note any damage to cartons on the freight bill upon delivery.

**11/17/2022 Ck 100157 - \$20,343.25 Cleared



EXHIBIT 14





Your Closest Ashley
Grandview Pkwy, Davenport
OPEN TODAY AT 10:00 AM

Search

My Account Order Tracking Financing Help

Search

my cart (3 items)

Item

Availability and Delivery Options based on zip code 33837



Save for Later | Remove Item

Navi Sofa and Loveseat

Item: APG-94003-SL
Color: Chestnut

Qty	Item Price
1	\$1,069.98 ea.
<hr/>	
Item Total	\$1,069.98

Navi Sofa and Loveseat includes:

- Qty. 1 Navi Sofa
- Qty. 1 Navi Loveseat

Fulfilled by: ASHLEY GLOBAL RETAIL, LLC

<p>No-Hassle Delivery</p> <p>Assembly included</p> <p>Earliest available Wed, Feb 22</p> <p>\$179.99</p> <p>*entire shipment</p> <p>What's included?</p>	<p>Doorstep Delivery</p> <p>Assembly not included</p> <p>Earliest available Wed, Feb 22</p> <p>FREE</p> <p>What's included?</p>
--	---

Choose your delivery date in checkout.

Protect your items from the unexpected

5 Year Furniture Protection Plan
[Plan Details](#)



Save for Later | Remove Item

Ground Shipping

Jun 7'8" x 9'6" Rug

Item: R401981
Color: Multi
Size: 8' X 10'

Qty	Item Price
1	\$179.99
	\$164.99 ea.
<hr/>	
Item Total	\$164.99



Assembly not included
 Usually ships in
5 to 6 weeks
FREE
 What's included?

Online Only!



[Save for Later](#) | [Remove Item](#)

Ground Shipping
Assembly not included
 Usually ships in
3 to 5 days
FREE
 What's included?

The Urban Port Diamond Shape Acacia Wood Coffee Table

Item: T60001236
Color: Brown

Qty	Item Price
1	\$451.99 ea.
Item Total	\$451.99

Protect your items from the unexpected

5 Year Furniture Protection Plan
[Plan Details](#)

Order Summary

Subtotal (3 items)	\$1,686.96
Delivery	\$179.99
Protection Plan(s)	
Furniture	\$249.99
Taxes	Calculated at Checkout
Total	\$2,116.94

Apply Promo Code

or \$45/mo w/ 60 mos special financing See Details

Ashley Advantage™ Card

[See if you Prequalify](#)

Secure Checkout



Your actual amount invoiced may be different from your order summary above. The taxes stated in this order summary are only an estimate. Your final invoice before delivery may include a different tax amount. Ashley will authorize your card every 6 days until your items are shipped or delivered.

By continuing to checkout, you are agreeing to our [Terms of Use](#) + [Privacy Policy](#)

EXHIBIT 15



Revised: items added and
all dimensions and weights
listed

Solterra Resort- Pool Deck & Cabanas

Polywood Outdoor Furniture-

Maintenance Free

Free Shipping

15% off listed prices for total orders of \$25,000.00 or more

Payment due at the time of placing order

1. Nautical Chaise Lounge Chair-Overall Dimensions: 27" x 39" x 78.5" (WxHxD)- Weight-50 Pounds



With an adjustable backrest and easy-to-carry handle, the Nautical Chaise lets you find leisure anytime, anywhere, in any way. Efficient and ever so stylish, you can stack multiple seats to free up space or for easy storage during the off-season



Grey- \$299.00





Sand- \$329.00

1. Custom Sized Cushion
 - Quick-drying, durable cushion covered in all-weather performance fabric that resists moisture, salt, sun, mold, and mildew
 - Easily attaches to furniture with sewn-on fabric ties
 - Cleans easily with soap and water





Solid colors- \$99.00



Prints- \$119.00





-
1. Nautical 21" x 18" Side Table- Overall Dimensions: 21" x 15.25" x 18" (WxHxD)-Weight- 17 pounds





Grey- \$169.99





Sand- \$189.00





1. Nautical Folding Chair 5-Piece Round Dining Set
 - Includes (4) Nautical Highback Chairs and (1) Round 48" Dining Table
 - Table outfitted with 1.625" center hole for standard umbrella (sold separately); hole cover included
 - Dining chairs fold flat for easy transportation and storage
 - Chairs also feature adjustable back has three positions for greater comfort and support
 - Built to withstand a range of climates including hot sun and strong coastal winds
 - Constructed of genuine POLYWOOD® lumber that is not prone to splinter, crack, chip, peel, or rot
 - 20-year residential warranty; 3-year commercial warranty
 - Cleans easily with soap, water, and a soft bristle brush
 - UV protectant and color continuously throughout the HDPE material; requires no painting or waterproofing
 - Marine-grade quality hardware
 - Made in the USA

SET WEIGHT & DIMENSIONS

Overall Set Weight	192 lbs
--------------------	---------



Recommended Minimum Space
*Dimensions are based on pictured configurations

120" W X 38.5" H



Grey 5-piece set-
\$1,695.00





Sand 5 piece set-
\$1,895.00

Option:
\$49.00 each



Seat Cushion - 17"D x 17.5"W x 2.5"H

SKU#: XPWS0006

★★★★☆ 12 Reviews  19 Questions \ 19 Answers



Color options:





For Cabanas

Braxton Deep Seating Loveseat- seats two and pairs comfort and style with soft pillow back cushions and a charming cross back design. This loveseat strikes the perfect balance of straight lines and curved details.

Overall Dimensions: 51.38" x 31" x 31.25" (WxHxD)- Weight- 60 Pounds





Grey with all weather solid cushions- \$899.00

Fabric choices







Grey with printed all weather cushions-
\$1,159.00

Fabric choices





Sand with all weather solid cushions-
\$989.00

Fabric choices





Sand with all weather printed cushions-
\$1,249.00

Fabric choices



Braxton Ottoman-Overall Dimensions: 23" x 11.5" x 23" (WxHxD)- Weight- 20 pounds

Fabric choices







Grey with solid cushion-\$309.00

Grey with print cushion-
\$369.00





Sand with solid cushion-\$339.00

Sand with print cushion-\$399.00

EDGE Deep Seating Set with Ottoman-

SET WEIGHT & DIMENSIONS

Overall Set Weight	154 lbs
Recommended Minimum Space *Dimensions are based on pictured configurations	82.5" W X 32" H X 57.25"

Fabric choices







Grey with solid cushions- \$1,749.00





Grey with print cushions- \$2,595.00





Sand with solid cushions- \$1,949.00





Sand with print cushions- \$2,795.00





EDGE 4-Piece Modular Deep Seating Set-

SET WEIGHT & DIMENSIONS

Overall Set Weight	181.5 lbs
Recommended Minimum Space *Dimensions are based on pictured configurations	85" W X 32" H X

Designed for comfort and style. Custom fit this modern modular set to your outdoor space with one of two configurations. With sleek, angular lines, the EDGE 4-Piece Modular Deep Seating Set seats three to four people and features plush pillow-back cushions as well as supportive seat cushions covered in high-performance outdoor fabric.

Grey with all weather solid cushions-
\$2,449.00

Fabric choices





Grey with all weather printed cushions-
\$3,149.00



Fabric choices





Sand with all weather solid cushions \$2,695.00



Fabric choices





Sand with all weather print cushions- \$3,395.00



Fabric choices.





5-piece sectional(same fabric choices as above)

SET WEIGHT & DIMENSIONS

Overall Set Weight	221.5 lbs
Recommended Minimum Space	85" W X 32" H X 85"
*Dimensions are based on pictured configurations	



Grey with solid cushions- \$2,949.00

Grey with print cushions- \$3,795.00



Sand with solid cushions- \$3,249.00

Sand with print cushions- \$4,095.00

Edge Coffee Table-

Overall Dimensions: 34.87" x 16" x 22.36" (WxHxD)



Grey- \$349.00





Sand- \$399.00



EXHIBIT 16





"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

CDD BOILERPLATE

Date: _____

Signature: _____

Date: _____

Signature: _____

Soltera Resort

Board of Directors



EXHIBIT 17



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

Estimate 1416

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

SHIP DATE
10/01/2023

ACTIVITY	QTY	RATE	AMOUNT
PRODUCT 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
Services wrap 2 palm trees by the front door entrance in warm white lights , take down included	20	36.00	720.00
PRODUCT 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
Services hang polka dot lights on the palm trees in the island by the clubhouse	20	36.00	720.00
Services hang 824 ft of c7 warm white bulbs on the roofline framing the front of the clubhouse	103	7.00	721.00
PRODUCT garland for the front gates with red and gold structured bow	4	200.00	800.00
Services hang c7 warm white lights along the roofline of the guard shack	92	7.00	644.00
PRODUCT 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
PRODUCT marquis signs 2 15 foot garlands lighted 4 red and gold structured bows-lighted	2	400.00	800.00



ACTIVITY	QTY	RATE	AMOUNT
Services marquis signs hang c7s on the wall underneath the metal fencing	80	7.00	560.00
Services set up, decorate, take down and store indoor Christmas tree	1	500.00	500.00
PRODUCT purchase a new 9 ft Christmas tree for indoors	1	850.00	850.00
PRODUCT decorations of your choice for indoor Christmas tree 9 ft tree including bows, ornaments, tree topper and skirt	1	800.00	800.00
DELIVERY 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

SUBTOTAL	10,086.00
TAX	0.00

TOTAL	\$10,086.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date



Christmas Lighting Company

PO Box 1151
 Pearl River, NY 10965

Estimate

Date	Estimate #
3/21/2023	1229

Name / Address
Evergreen Mgmt Solterra Resort Attn Kyla Semino Davenport, FL 33837

			Project
Description	Qty	Rate	Total
Olympia Pine Garland with 4" and 6" Red/Green/Gold combo ornament package 18" wide x 9' long warm white 5mm mini lights suggested installation areas: Swagged on Roof line on guard house Swagged on Fence on both sides of Solterra entry signs		2,800.00	2,800.00
18" Red bows no trim for garland 18 total bows on garland at points of attachment		540.00	540.00
50 count 6" spaced warm white lights in bushes in front of Solterra entry signs 72 sets total for both sides		540.00	540.00
50 count 6" spaced ocean lights (Blue/Teal/Strobe) on Palm tree trunks in entry median (4 trees) 48 Sets total		360.00	360.00
70 count 4" spaced champagne lights (Warm White/PureWhite/Strobe) in bushes in entry median 72 Sets total Exempt Sales Tax		648.00	648.00
		0.00%	0.00
		Total	\$4,888.00





EXHIBIT 18





QUOTE

QUOTE #	AAAQ5823
DATE	3/6/2023
SALES REP.	

TO Solterra Resort
5200 Solterra Blvd
Davenport, FL 33837
Contact: Kyla Semino
Phone: 877-221-6919
Mobile:
E-Mail: ksemino@evergreen-lm.com

We are pleased to quote you the following items.

Please contact us with any question you might have.

Sincerely,

Your A&A Playgrounds Team





QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	96" Suspension Bridge PVC - Remove and Dispose of Existing - Install New	\$1,569.00	\$1,569.00
1	Replacement Platform - 30.5" x 52" Child Works Transfer Deck - Remove and Dispose of Existing - Install New	\$1,125.00	\$1,125.00
1	Swing Components Includes: (2) Commercial Belt Swings with Zinc Plated Chains (2) Commercial Bucket Swings with Zinc Plated Chains	\$1,500.00	\$1,500.00
1	Maintenance Includes: - Sand and Paint Excessively Rusted Metals (spot paint, minimal) - Install/Tighten Necessary Hardware - Pressure Clean	\$750.00	\$750.00
1	Mobilization ** cost to be discount 50% if signed before 4/5/23 **	\$900.00	\$900.00





Price includes Freight, Delivery, and Installation

SUBTOTAL	\$5,844.00
SALES TAX	\$409.08
TOTAL	\$6,253.08



(Ref: Solterra Resort/Kyla Semina/877-221-6919/AAAQ5823/3/6/2023)

PRICES QUOTED ARE VALID FOR THIRTY DAYS

DELIVERY: 8-12 WEEKS (Unless specified otherwise)

PAYMENT TERMS: 50% DEPOSIT, 30% UPON DELIVERY OF MATERIAL, 20% AFTER COMPLETION.

SALES TAX EXEMPT CERTIFICATE WILL BE REQUIRED FOR EXEMPTION.

MAKE CHECKS PAYABLE TO: A & A PLAYGROUND SERVICES, INC. PURCHASER TO PAY ALL RELATED FEES ON RETURNED CHECKS.

IN ADDITION TO THE PRICES STATED HEREIN, PURCHASER AGREES TO PAY THE SELLER INTEREST ON ACCOUNTS PAST DUE AT A RATE OF 1.50% PER MONTH OR THE MAXIMUM ALLOWABLE INTEREST RATE APPLICABLE BY LAW, WHICHEVER IS LOWER AND ALL COLLECTION COSTS INCLUDING ATTORNEY FEES AND OTHER COSTS INVOLVED IN THE COLLECTION OF ANY ACCOUNT PAST DUE.

SPECIFICATIONS: ALL EQUIPMENT IS PER MANUFACTURER'S CURRENT CATALOG SPECIFICATION WITH STANDARD COLORS. INSTALLATION DOES NOT INCLUDE ANY GROUND PREPARATION, LANDSCAPING, BORDERS OR SURFACE MEDIA SUCH AS SAND, MULCH, ETC., UNLESS STATED. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES TO UNDERGROUND UTILITIES, IRRIGATION LINES, ETC., UNLESS THEY HAVE BEEN MARKED AND BROUGHT TO OUR ATTENTION. A & A PLAYGROUND SERVICES, INC. IS NOT RESPONSIBLE FOR PERMITS OR THEIR ASSOCIATED COSTS UNLESS STATED. HOWEVER WE WILL PROVIDE NECESSARY DOCUMENTATIONS FOR PERMITS AND WILL CHARGE TO THE CUSTOMER THE COSTS INVOLVED TO OBTAIN PERMITS SUCH AS ENGINEERING, COURIER, PERMIT FEES, ETC.

ALL DEPOSITS ARE NONREFUNDABLE AND ALL ORDERS ARE FINAL.

IT IS THE RESPONSIBILITY OF THE PURCHASER FOR SITE PREPARATION. INSTALLATION PRICES ARE BASED ON TRUCK ACCESS TO THE SITE AND NORMAL SOIL CONDITIONS. ANY BURIED ROCK OR DEBRIS MAY BE CAUSE FOR ADDITIONAL CHARGES. ANY SITE PREPARATION OR DEMOLITION NOT SPECIFIED IN ABOVE PROPOSAL MUST BE COMPLETED PRIOR TO INSTALLATION OF THE EQUIPMENT. SITE RESTORATION, UNLESS OTHERWISE NOTED, IS NOT INCLUDED IN PRICE. PLEASE REFER TO YOUR INSTALLATION AGREEMENT FOR FURTHER DETAILS.

IT IS PURCHASER RESPONSIBILITY TO ENSURE THAT THE PLAY AREA IS RESILIENT, SAFE AND FREE OF ANY POTENTIAL HAZARDS. ALL PLAY ACTIVITY MUST BE ADULT SUPERVISED. PLAYGROUND EQUIPMENT COMES WITH A MANUFACTURER'S WARRANTY FOR THE PURCHASER. A & A PLAYGROUND SERVICES, INC. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURIES WHICH MAY ARISE FROM THE PURCHASER OR USE OF SAID EQUIPMENT. PURCHASER ACCEPTS THIS DISCLAIMER.

SHIPPING INFORMATION: THE 8 TO 12 WEEKS SHIPPING SCHEDULE IS AN ESTIMATE ONLY. WE DO OUR BEST TO MAINTAIN TIMELY SCHEDULES. WE ARE NOT RESPONSIBLE FOR ANY COST OR DAMAGES RESULTING FROM SHIPPING DELAYS. THE SHIPPING SCHEDULE DOES NOT INCLUDE, NOR ARE WE RESPONSIBLE FOR, TIME IN TRANSIT.

TO ACCEPT THIS QUOTATION, PLEASE SIGN, DATE AND RETURN WITH ANY OTHER MATERIALS REQUIRED. ONCE SIGNED AND ACCEPTED BY SELLER, ANY CHANGES MUST BE SUBMITTED IN WRITING AND APPROVED BY THE SELLER. NO GOODS MAY BE RETURNED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.

ALL EQUIPMENT REMAINS THE PROPERTY OF A & A PLAYGROUND SERVICES, INC. UNTIL THE CONTRACT PRICE IS PAID IN FULL.

BY SIGNING THIS QUOTATION, YOU AGREE TO THE ABOVE TERMS AND WILL PROCESS ACCORDINGLY.

SIGNATURE: _____ DATE: ___/___/___

PRINTED NAME: _____

THANK YOU FOR THE OPPORTUNITY. PLEASE CALL US IF YOU HAVE ANY QUESTIONS.

**4500 North Hiatus Road Suite 207, Sunrise, FL 33351
Ph (954) 748-6050 Fax (877) 866-9425
info@aaplaygrounds.com**

EXHIBIT 19



Shopping Cart



SmartSign U-Channel Sign Post, 8' Tall, 1.12LB Medium Weight Steel Post - Pack of 4

In Stock

Eligible for FREE Shipping

Gift options not available. [Learn more](#)

Size: 4-Pack

Material Type: 1.12 lbs Medium Weight

Style: Sign Post

Qty: 5 ▾

Delete

Save for later

Compare with similar items

Share



"Neighborhood Crime Watch - We Immediately Report All Suspicious Activities to Our Police" Sign by SmartSign | 12" x 18" 3M Engineer Grade Reflective

In Stock

Eligible for FREE Shipping & FREE Returns ▾

Gift options not available. [Learn more](#)

Size: 12" x 18"

Material Type: EG Reflective Aluminum

20

Delete

Save for later

Compare with similar items

Share

Kyla Semino | Club Manager, LCAM | Solterra Resort

REALMANAGE FAMILY OF BRANDS | EVERGREEN LIFESTYLES MANAGEMENT

Community Association Onsite Address: 5200 Solterra Blvd. Davenport, FL 33837

Corporate Address: 270 W Plant Street, Suite 340, Winter Garden, FL 34787

877-221-6919 | [Evergreen Lifestyles Management](#) | [RealManage](#) | [Solterra Resort](#)

Submit a Good Deed

Spotlight a Team Member! If a staff member has given you exceptional service please visit www.Evergreen-LM.com and share your feedback. Just click the "Good Deeds" tab on the toolbar.



EXHIBIT 20





PO Box 470452
Celebration, FL 34747

Toll Free: 1-855-USA-SEAL
Phone: 407-780-8220

March 6, 2023

Job Location:
Solterra Resort CDD
Davenport, FL

STRIPING PROPOSAL:

**Section 1:
12 stop bars
5 crosswalks
\$2,500.00**

**Section 2:
2 stop bars
17 stripes
\$1,000.00**

Close attention is paid to all edges, buildings, curbs, poles and sidewalks. All striping material used is DOT approved traffic paint.

Any permits or inspections needed will be the responsibility of project manager or owner of property and not USA Seal&Stripe LLC. All mention thickness are before compaction industries standers are 1/4". All equipment is owned by USASeal & Stripe and not rented. With exception of additional trucking need and machinery needed for specific jobs not listed above.

Any changes to existing pavement marking layout need to be approved by project manager

*** Price is valid for 30 days from the date of proposal***

TOTAL COST \$3,500.00

Payments are to be as followed: 50% due at proposal acceptance and balance due upon completion. All work completed per specifications. Scheduling of work production agreed upon in advance to minimize traffic disturbances

Project Manager.

Date

USA Seal & Stripe llc.

Date

The above prices, specifications and conditions are satisfactory and are hereby accepted. USA Seal & Stripe is authorized to complete the work as specified.





March 23, 2023

Proposal #15120323MD-1

Contact

Larry Krause
Cell: 904 775-9660
lkrause@dpfgmc.com

Customer

DPFG Management & Consulting
250 International Drive Ste 208
Lake Mary, FL 32746

Job

Solterra Resort
5200 Solterra Boulevard
Davenport, FL 33837

PROPERTY IMPROVEMENTS

Striping

Scope of work:

1. Restripe using DOT approved latex paint 204 white 6' road parallel parking spots, 12 white 8" crosswalks with glass beads for reflectivity, 25 white stop bars with glass beads for reflectivity, 300 linear feet of 6" yellow No Parking zone, and 4 yellow NO PARKING stencils.

Labor and Material - \$5,383.00

Notes:

- *DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, ACPLM WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.
- *WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- *PROPOSAL DOES NOT INCLUDE TESTING, LANE CLOSURE, M.O.T., IMPACT FEES, SURVEYING, EROSION CONTROL, AS-BUILTS, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *ACPLM CANNOT GUARANTEE THE SAME CRISP, BRIGHT APPEARANCE THAT IS EVIDENT AFTER RESTRIPING A PARKING LOT THAT HAS BEEN FRESHLY SEALED OR NEWLY PAVED.
- *ACPLM CANNOT GUARANTEE AGAINST FUTURE BLISTERING, FLAKING OR PEELING OF PREVIOUSLY PAINTED OR STRIPED AREAS.
- *GLASS BEADS ARE HAND THROWN AND WILL NOT BE EVEN THROUGHOUT THE STRIPING.
- * RESTRIPING DOES NOT HIDE NOR FILL CRACKS IN THE EXISTING PAINT.



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619





March 23, 2023

Proposal #15120323MD-1

Contact

Larry Krause
Cell: 904 775-9660
lkrause@dpfgmc.com

Customer

DPFG Management & Consulting
250 International Drive Ste 208
Lake Mary, FL 32746

Job

Solterra Resort
5200 Solterra Boulevard
Davenport, FL 33837

PROPERTY IMPROVEMENTS

Notes continued:

- *THE NEW PAINT FOR RESTRIPING WILL NOT GO TO THE SIDEWALK, CURB NOR TO THE EDGE OF PAVEMENT DUE TO THE PLACEMENT EXISTING CAR STOPS.
- *THE PAINT ON PREVIOUSLY PAINTED ITEMS IS OLD, PEELING AND FLAKING. ACPLM RECOMMENDS THAT THE CUSTOMER HAVE ALL PREVIOUSLY PAINTED ITEMS PRESSURE WASHED PRIOR TO START OF WORK SO AS TO REMOVE AS MUCH LOOSE PAINT AS POSSIBLE. IF PREVIOUSLY PAINTED ITEMS ARE NOT PRESSURE WASHED, ACPLM CANNOT GUARANTEE THE NEW PAINT WILL NOT CAUSE MORE PEELING AND FLAKING.
- *CUSTOMER IS RESPONSIBLE FOR REMOVING ANY MATERIALS, OBJECTS, STRUCTURES, CONTAINERS FROM AREA TO BE STRIPED.
- *IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- *BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. ACPLM IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES AND TRACKING MATERIAL, FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- *PERMIT FEES AND PROCUREMENT FEES ARE NOT INCLUDED. THE COST OF THE PERMIT, IF REQUIRED, AND ALL COSTS ASSOCIATED WITH OBTAINING A PERMIT, AND ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- *90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- *MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619





March 23, 2023

Proposal #15120323MD-1

Contact

Larry Krause
Cell: 904 775-9660
lkrause@dpfgmc.com

Customer

DPFG Management & Consulting
250 International Drive Ste 208
Lake Mary, FL 32746

Job

Solterra Resort
5200 Solterra Boulevard
Davenport, FL 33837

PROPERTY IMPROVEMENTS

Customer Billing Information

Thank you for choosing ACPLM. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

Net Upon Substantial Completion

If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms – Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To Name and Address:

Job Site Name and Address:

Billing Contact Name:

Billing Phone Number:

Email Address:



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619





March 23, 2023

Proposal #15120323MD-1

Contact

Larry Krause
Cell: 904 775-9660
lkrause@dpfgmc.com

Customer

DPFG Management & Consulting
250 International Drive Ste 208
Lake Mary, FL 32746

Job

Solterra Resort
5200 Solterra Boulevard
Davenport, FL 33837

PROPERTY IMPROVEMENTS

Terms: Net Upon Substantial Completion

If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

ACPLM Authorized Signature *Curtis Timothy*
Curtis Timothy
Cell 813 509-7784 ctimothy@acplm.net)

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance _____

Customer’s Authorized Signature _____

Terms and Condition: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside of the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra cost, to be executed only upon receiving written change orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 10 days from the proposed date, after which prices are subject to change to accommodate current industry pricing.

Proposal Amount - \$5,383.00



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619





Office: 813.633.0548
Fax: 813.634.2686



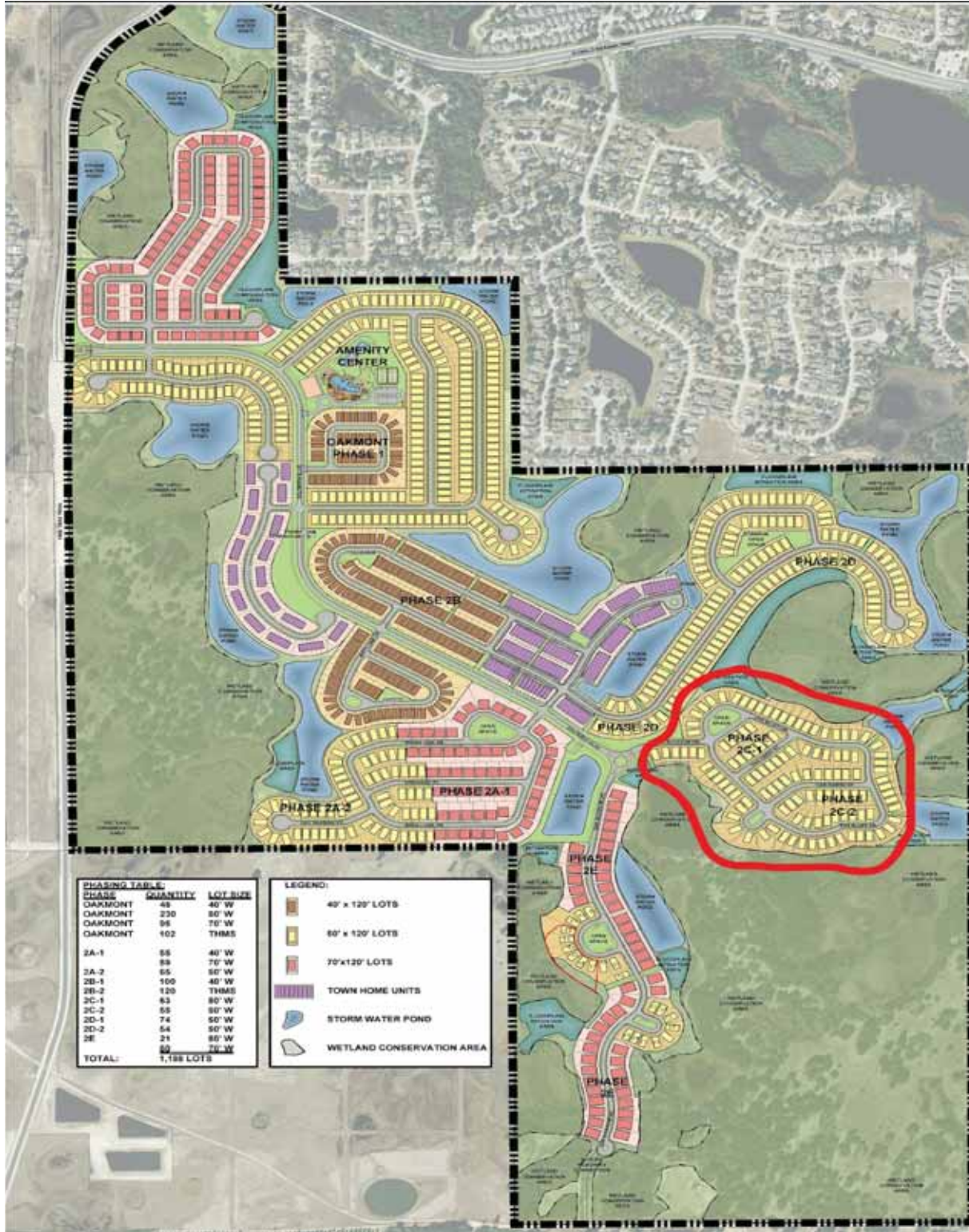
www.acplm.net



2010 S 51st Street,
Tampa, FL 33619



Site - exclude area in Red





Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619





Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619



EXHIBIT 21



Fireman Toms Pressure Washing co.

704 Kissimmee pl.
Winter Springs, FL 32708 US
(407) 459-2032
firemantomspw@gmail.com



Estimate

ADDRESS
Solterra CDD
5200 Solterra Blvd.
Davenport, FL

ESTIMATE 230227-01
DATE 02/27/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Pressure wash and treat with an algaecide the front facing side and tops (2) larger monument walls, (1) smaller monument wall and the guard shack.	1	450.00	450.00
TOTAL					\$450.00

Accepted By

Accepted Date



EXHIBIT 22



LEASE AGREEMENT FOR CAFÉ OPERATION

THIS LEASE AGREEMENT (the “**Agreement**”) is made and entered into this 1st 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:

Quarterly Revenue Thresholds	Tenant's Quarterly Payment to Landlord
\$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.

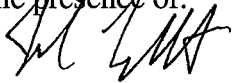
24. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Landlord and Tenant.

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.

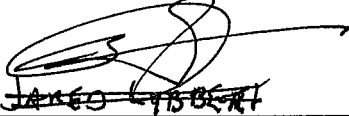
26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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:



Witness Printed Name
JARED LYBSET



Witness Printed Name
BRENT LAPORTE


Signed, sealed and delivered
in the presence of:

Witness Printed Name

Witness Printed Name

“Landlord”

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: 
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

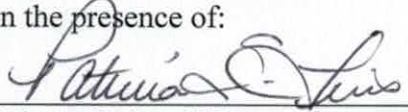
**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

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: *Krazy Carmichael*
Title: *CEO*

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



Exhibit A
Diagram of Café



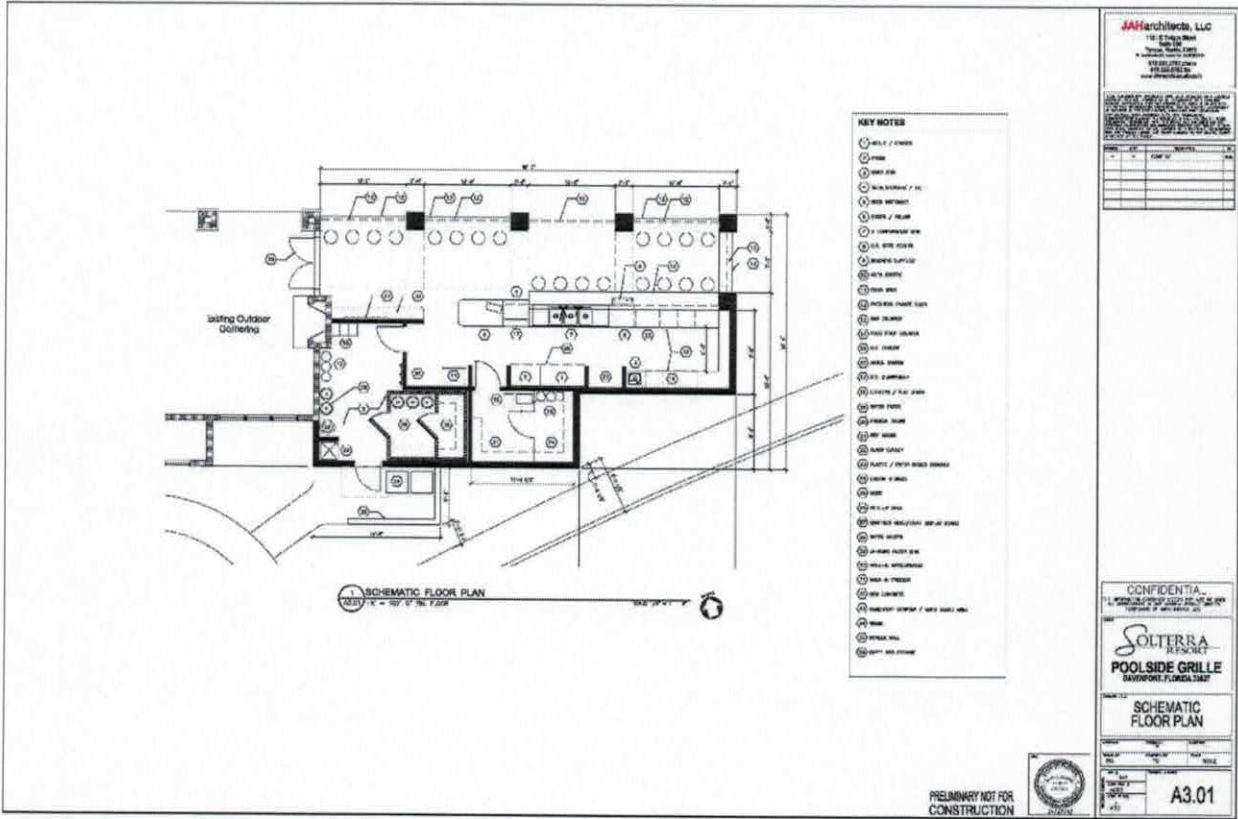


Exhibit B
Hours of Operation

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.
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Item	Qty	Description	Sell	Sell Total
1	1 ea	INDOOR WALK-IN COOLER/FREEZER 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. (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 & low set points, 115V output, energy saving door frame heater wire, vapor proof light & 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 & low set points, 115V output, energy saving door frame heater wire, vapor proof light & switch with pilot light. Accessories to include: (2) Upcharge for UL Listed Alumastand, (4) Door Kickplate, 1/10" aluminum treadplate, 36" High, <37" Door, (2) Center Light Over Door. 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	\$14,659.00	\$14,659.00

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Item	Qty	Description	Sell	Sell Total
Controls, Package, (2) Defrost Timer, Package Unit.				
2	1 ea	REFRIGERATION COIL American Panel Corporation Evaporator Coil For Cooler		<Included>
2.1	1 ea	REMOTE CONDENSER UNIT American Panel Corporation Remote Condenser, Cooler		<Included>
3	1 ea	REFRIGERATION COIL American Panel Corporation Evaporator, Freezer		<Included>
3.1	1 ea	REMOTE CONDENSER UNIT American Panel Corporation Remote Condenser, Freezer		<Included>
4	1 ea	SERVICE FAUCET  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	WIRE SHELVING  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
	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
		Class 70 Weight: 81 lbs total		
			ITEM TOTAL:	\$143.00
6	1 ea	BAG IN BOX RACK ACCESSORIES Custom BAG-N-BOX		<By Vendor>
7		SPARE NO.		
8	1 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR  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
	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		
		Class 150 Weight: 240 lbs total		
8	1 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$2,699.00	<Alternate>



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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	SANDWICH / SALAD PREPARATION REFRIGERATOR 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	SHELVING, WALL-MOUNTED 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	WORKTOP FREEZER 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	WORKTOP FREEZER 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>



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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	COUNTERTOP OVEN 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		
			ITEM TOTAL:	\$3,306.00
11	1 ea	COUNTERTOP OVEN 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	WATER FILTER SYSTEM Ice-O-Matic Water Filters For Ice-o-Matic Ice Machines		<Price Included In Item # 13 & 14>
13	1 ea	ICE CUBER WITH BIN 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		



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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		
			ITEM TOTAL:	\$2,365.00
14	1 ea	ICE CUBER WITH BIN 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		
			ITEM TOTAL:	\$2,361.00
15, 15.1	1 ea	HOOD SYSTEM Captive-Aire Cook Line Hood To Consist Of: * HOOD #1 - COOK LINE	\$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		
		** FIRE SYSTEM #1 ** Complete System, Includes Final Field Hook Up, Permits & Tests		
	1 ea	ANSUL-3.0/1.5 Ansul 4.5 Gallon Wall Mounted Fire System, Includes Pre-Piped Hood W/ Detection		
		* FAN #1 - EXHAUST FAN (EF-1)		
	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		

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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		
		* FAN #2 - SUPPLY FAN (MUA-1)		
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		
		* ELECTRICAL SYSTEM #1		
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		
		* Inverter Duty 30-Phase Motor Required!		
		* Verify Distance Between VFD & Motor; Additional Cost Could Apply If Distance Exceeds 50' 0"		
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		
		* Used On New SC-EMS Control Panels		
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.		
		* Requires Internet Connection		
1 ea		Digital Prewire Lighting Relay Kit, Includes Hood Lighting Relay & Terminal Blocks, Allows For Up To 1400W Of Lighting Each		
		* WRAPPERS & SPLASHES		
		* HOOD #1 - COOK LINE		
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		



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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		
		** CUSTOMER INFORMATION **		
	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 www.captiveaire.com . ***** 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 http://www.captiveaire.com/manuals/airsystemdesign/designairsystem.htm . ***** NOTE: AS PER CAPTIVE AIRE DRAWINGS PROVIDED		
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



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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	FRYER	\$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	FRYER	\$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	CHARBROILER	\$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	CHARBROILER	\$3,259.00	<Alternate>



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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	EQUIPMENT STAND, REFRIGERATED BASE 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	COUNTERTOP GRIDDLE 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	COUNTERTOP GRIDDLE 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	SANDWICH / PANINI GRILL	\$545.00	\$545.00



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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	SANDWICH / SALAD PREPARATION REFRIGERATOR 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	SANDWICH / SALAD PREPARATION REFRIGERATOR 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	HAND SINK 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		
			ITEM TOTAL:	\$201.00
24	1 ea	DRAFT BEER COOLER	\$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	DRAFT BEER COOLER 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		
			ITEM TOTAL: <Alternate>	\$3,282.00
24	1 ea	DRAFT BEER COOLER 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	GLASS FROSTER 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	GLASS FROSTER 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	GLASSWASHER 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	GLASSWASHER	\$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	HAND SINK 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	HAND SINK 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		
			ITEM TOTAL: <Alternate>	\$854.00
27	1 ea	GLASS HANDLING CABINET 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			
			ITEM TOTAL: <Alternate>	\$1,613.90
28	1 ea	STORAGE CABINET 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	STORAGE CABINET	\$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	DROP-IN SINK 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	DROP-IN SINK 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	DROP-IN SINK 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		
			ITEM TOTAL: <Alternate>	\$580.00
Z-1	1 ea	INSTALLATION KIT 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	INSTALLATION 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	FREIGHT PROGRAM / IN BOUND 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	DELIVERY 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

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
Visit us at www.evergreen-lm.com

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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

DPFG Management & Consulting LLC
250 International Parkway, Suite 208
Lake Mary, FL 32746
P: 321-263-0132, Ext. 742

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www.VestaPropertyServices.com

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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 23



**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.

- | | |
|----------------------|-------------------------------------|
| ATTACHMENT A: | Registration Form |
| ATTACHMENT B: | Consent and Waiver Agreement |
| ATTACHMENT C: | Rental Application |



**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 ****

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

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.

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 24



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. 18th, 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 25





**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

**March 2023
FIELD INSPECTION REPORT**

L. Krause, District Manager



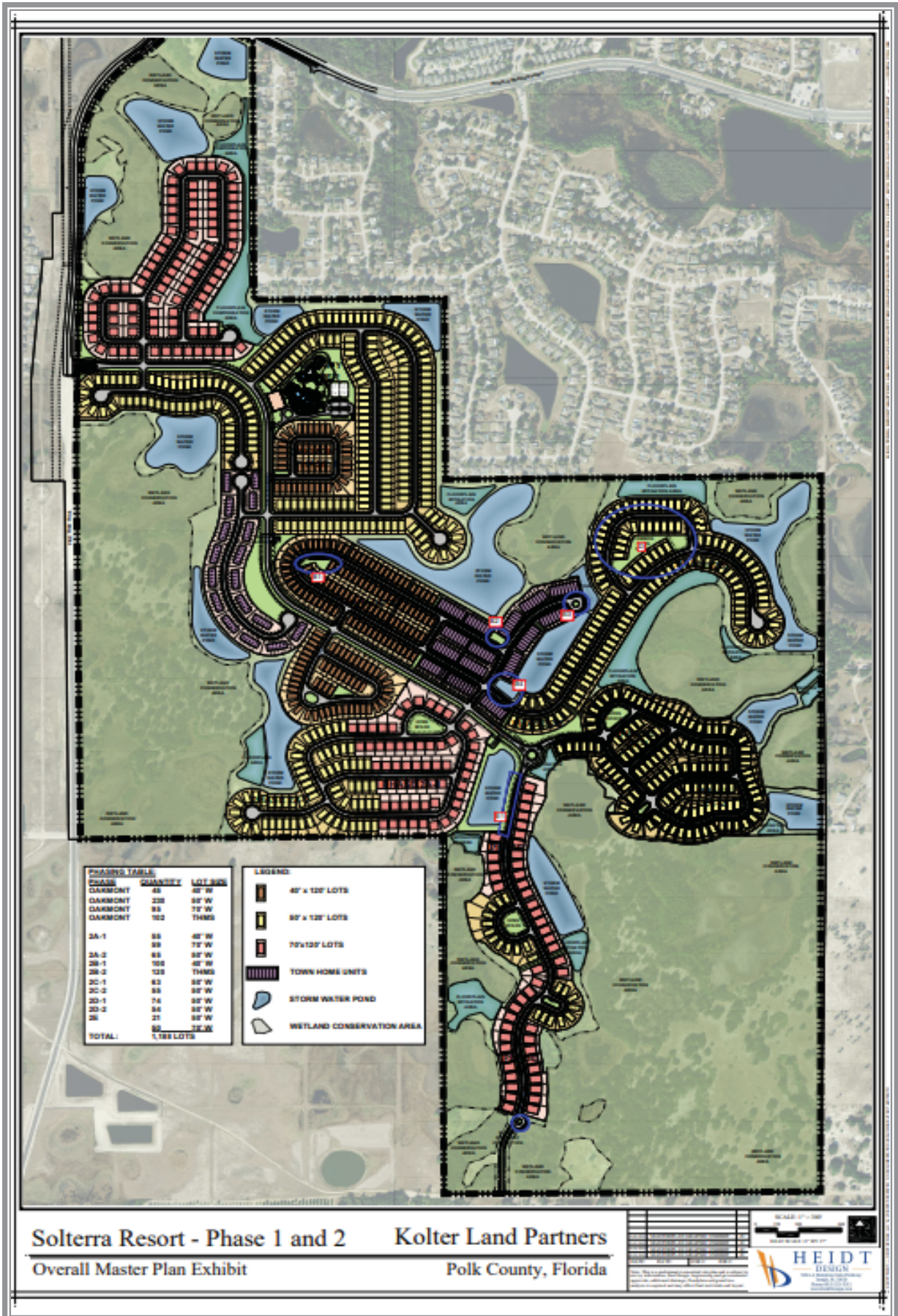


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- Maintenance Map
- Pine Tree Trail
- Solterra Blvd. / Subdivisions
- Entrances/Exit
- Amenity Center
- Ponds



Maintenance Map



Pine Tree Trail

Foliage and sign at Ronald Reagan/Pine Tree look healthy, though Italian Cypress are thinning...



Tree leaning on east side of Pine Tree Trail.

Trees look lush, but Italian Cypress on East side of Pine Tree may need to be removed...



Trees on west side of Pine Tree (opposite CDD Entrance/Exit) look healthy...



Solterra Blvd. / Subdivisions



Foliage looks vibrant and green; Italian Cypress are thinning... trees are blooming.

These palms look strong and healthy...



More Italian Cypress look distressed...

Sewer coving is broken at Wildwood and Oakbourne...



Solterra Blvd. / Subdivisions



Island looks good...

Island looks a bit dry...



Roundabout looks good ... though one palm needs to be removed...

Plant beds look healthy...
mulch provides good contrast
with greenery...



Italian Cypress is leaning
across from the Amenity
Center...



Entrances / Exit



Entrance/Exit landscaping looks green and vibrant.



Gatehouse overhang shows loose/broken tiles...flora presents well here.



Front wall has cracks that need to be addressed; awaiting quote...

Exit is well manicured; Italian Cypress look healthy.



Springs entrance looks good...



Amenity Center



Italian Cypress at Amenity Center look good...



Dry areas around tennis courts and Amenity Center...

Parking Field is sand trap and needs firm foundation.



Ponds

SOLTERRA RESORT CDD

Solterra Blvd, Davenport

Gate Code:



Ponds



Pond 1 has some coverage on the top, some trash along the banks...



Pond 5 shows remnants of duckweed? But overall looks clear.



Pond 0 along Ronald Reagan looks good overall...



Pond 19 appears to have some pollen issues... and lily pads...



Ponds



Pond 18 has some surficial growth...

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...



EXHIBIT 26



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 Development
5 District was held on February 23, 2023 at 9:35 a.m. at Solterra Resort Clubhouse, 5200 Solterra Boulevard,
6 Davenport, Florida 33837.

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

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

9 Present and constituting a quorum were:

10	Karan Wienker (S1) (<i>via phone</i>)	Board Supervisor, Chairwoman
11	Ariane Casanova (S5)	Board Supervisor, Vice Chairwoman
12	Sharon Harley (S2)	Board Supervisor, Assistant Secretary
13	Connie Osner (S3)	Board Supervisor, Assistant Secretary
14	Anthony Crawford (S4) (<i>joined in-progress</i>)	Board Supervisor, Assistant Secretary

15 Also present were:

16	Larry Krause	District Manager, DPFM Management & Consulting
17	Meredith Hammock	District Counsel, Kilinski Van Wyk
18	Kyla Semino	Amenity Manger, Evergreen Lifestyles Management
19	Dana Bryant	Yellowstone Landscape
20	Lee Smith (<i>via phone</i>)	Account Manager, Steadfast Aquatics
21	Cory Sitler (<i>via phone</i>)	Project Engineer, Kimley Horn
22	Deputy D’Alto	Polk County Sheriff
23	Morgan Williams	Community Watch Solutions
24	Zayriliann Lorenzo	HOA Manger, Evergreen Lifestyles Manager
25	John Kessler	FMS Bonds
26	Dylan Schwartz	FMS Bonds
27	Jeff Boyle	Resident
28	Gary Von Buren	Resident
29	Cheryl Boney	Resident

30 *The following is a summary of the discussions and actions taken at the February 23, 2023 Solterra Resort*
31 *CDD Board of Supervisors Regular Meeting.*

32 **SECOND ORDER OF BUSINESS – Audience Comments – Agenda Items** (*Limited to three minutes*
33 *per individual*)

34 Mr. Boyle expressed appreciation for the Board’s concern for the community and for what they are
35 trying to get done and that he understood obtaining quotes for various projects is difficult even for
36 homeowners.

37 Mr. Von Buren requested a full agenda packet be made available to residents. Mr. Krause noted
38 that each agenda notes the contact for obtaining the full packet, and Ms. Hammock added that if
39 the document requested is not available at the time of the request it cannot be sent.

40 Ms. Boney stated that the 11 a.m. lazy river entrance opening is causing a back-up for guests and
41 does not reflect well on the resort.

42 **THIRD ORDER OF BUSINESS – Presentation on Bond Series 2013 Refinancing – FMS Bonds**

43 Mr. Kessler presented a proposal for refinancing Bond Series 2013 which were used to finance the
44 construction of the amenity center. The bonds were originally issued as taxable at 7.5% and can



45 now be refinanced with tax exempt bonds at around 5%, which would reduce the annual debt
46 service by 21% (\$98,000 per year; \$1.9M over the life of the bonds). There would be no upfront
47 costs to the District for the switch, but there would be fees for the bond specialist, bond counsel,
48 district counsel and district management to prepare and process the refinance. Those fees would
49 be drawn from the reserve amount on hand from the existing bond. The maturity date would remain
50 the same. Closing would be in August, the rate would be locked in 60 days prior. The rates are
51 priced off the Treasury, so should not climb at the same rate as the short term rates.

52 Board consensus was to proceed with two proposals from FMS Bonds, one for the refinance and
53 another for not reducing the debt service but using the assessment to generate proceeds towards the
54 entrance project.

55 **FOURTH ORDER OF BUSINESS – Security System Shade Meeting**

56 *This item was addressed out of order.*

57 The Board moved into the shade meeting to discuss the District's security issues at 10:30 a.m. No
58 decisions were made by the Board during the shade session.

59 On a MOTION by Ms. Osner, SECONDED by Ms. Harley, with ALL IN FAVOR, the Board approved
60 closing the shade session and resuming the regular meeting at 11:48 a.m., for the Solterra Resort
61 Community Development District.

62 **FIFTH ORDER OF BUSINESS – Business Items**

63 A. Exhibit 1: Consideration and Approval for Kimley-Horn Engineering to Proceed with Traffic
64 Relief Concept Plans

65 B. Mr. Sitler outlined the general hourly proposal for the Board's consideration. The focus of the
66 proposal is to draw up site plans to send to the District for the guard house and resident access at
67 Bowen Road, as well as authorize discussions with utility and environmental authorities.

68 C. Ms. Wienker stated she had talked to Villatel regarding Bowen Road entrance and it would cost
69 the CDD about \$5M to pave the road.

70 D. The Board requested the scope of services be amended to strike the Bowen Road and focus solely
71 on the guard house.

72 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board approved
73 Kimley-Horn to proceed with a proposal for the front gate only, for the Solterra Resort Community
74 Development District.

75 E. Exhibit 2: Consideration of Remote Monitoring Service Proposals

76 *This item was addressed out of order.*

77 1. DwellingLIVE – Previously Presented

78 2. Tekwave Solutions – Previously Presented

79 The discussed funding for the new system. The overall security monitoring and security
80 system at the main entrance budget is \$33,600. Coding on financials needs to be revised,
81 and Mr. Krause has already reached out to the finance team regarding this. The January
82 financials show \$42,184.00 has been allocated to the security line item.

83 Ms. Hammock was directed to negotiate contract terms with DwellingLIVE, review the
84 termination clause in the Envera contract and proceed with the termination notice for
85 Envera once the new vendor is under contract, as best serves the District's interests.

86 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, with ALL IN FAVOR, the Board approved
87 Ms. Casanova work with Ms. Semino to purchase and implement the DwellingLive remote monitoring
88 service in an amount not to exceed of \$50,000, for the Solterra Resort Community Development District.

89 Ms. Semino was directed to work with Polk County Sheriff's office regarding the Flock
90 camera system and obtain a proposal for extra-duty officers for Saturdays and holidays.
91 Depending on the specific dollar values, either the District Manager or the Chair have
92 authority to approve temporary service for extra-duty officers until the Board can meet next
93 month to discuss a more robust proposal.

94 F. Vendor Reports

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

96 Mr. Smith noted the technicians would be addressing the moderate algae growth in the
97 community ponds that is occurring due to the weather. Mr. Crawford requested pond 9 be
98 given additional attention for algae.

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

100 *This item was presented out of order.*

101 Mr. Bryant noted the mulching was complete, and anticipated sod from the dumpster to
102 Oak Street to be installed by the end of March. A proposal for rock (or the less expensive
103 recycled concrete) will be sent to the District Manager. Focus has been on perimeter
104 maintenance, tree lifting and the roundabout. Plant options for The Springs entrance
105 roundabout landscape rehabilitation were discussed, comparing other planting options with
106 the originally proposed a Bismarck Palm in the center, and a combination of Texas sage
107 and Mexican petunias. The hot/dry conditions of the roundabout have to be taken into
108 account in plant selection. Irrigation will be switched to drip to allow low-pressure
109 irrigation to run during the daytime.

110 On a MOTION by Mr. Crawford, SECONDED by Ms. Osner, with ALL IN FAVOR, the Board approved
111 the original roundabout landscape rehabilitation option of the Bismarck Palm with Texas sage and Mexican
112 petunias in the amount of \$12,958.14, for the Solterra Resort Community Development District.

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

114 a. Exhibit 4: Consideration of Spies CAT Controller Lease Agreement - \$5,400/yr

115 The CAT Controller is the computer used to monitor chemicals. According to the
116 company there is a third controller which they have not been charging for. The spa
117 came with a controller. At some point the controller on the spa went down was
118 replaced, this had never been added to the current contract. This item was tabled
119 pending further investigation by staff.

120 b. Exhibit 5: Consideration of Envera Proposal for Lazy River Camera DVR, Router and
121 Switch Replacement - \$5,111.00

122 *No action was taken on this item.*

123 c. Exhibit 6: Consideration of Pest Control Proposals



- 124 i. Action Environmental Services – *Previously Presented*
125 ii. Florida Pest Control: Installation - \$7,268 plus \$895/month
126 iii. Massey – *Previously Presented*
127 Ms. Semino walked on a new proposal from Florida Pest Control. Action on this
128 item was postponed until the next meeting, with direction to Ms. Semino to obtain
129 a proposal that incorporated using the existing rodent traps and clarified the
130 proposed charges.
131 d. Exhibit 7: Ratification of Amended Printer Lease for Xerox VersaLink C7130T2 -
132 \$312/month
133 *This item was addressed out of order.*

134 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board ratified
135 the amended printer 5-year lease for Xerox VersaLink C7130T2 in the amount of \$312 per month, for
136 the Solterra Resort Community Development District.

- 137 Additional documents walked on by Ms. Semino are attached to these minutes.
138 4. HOA Management – *Evergreen Lifestyles Management*
139 *This item was not presented.*
140 G. Exhibit 8: Discussion on Café Costs and Benefits
141 *This item was not discussed.*
142 H. Exhibit 9: Discussion on Policies and Procedures
143 1. Exhibit 10: Polk County Fire Department Maximum Occupancy (Patio: 80; Clubhouse:
144 50)
145 2. Polk County Health Department Bathing Loads (Lazy River: 120; Spa: 11; Pool: 180)
146 *This item was not discussed.*
147 I. Discussion on Policy for Proper Use of Surplus Property Policy
148 *This item was not discussed.*
149 J. Discussion on Adding Amenities
150 *This item was not discussed.*
151 K. Discussion on Non-Solicitation Policy
152 *This item was not discussed.*
153 L. Discussion on Amending the Day and Time of the CDD Meetings
154 *This item was discussed out of order.*
155 Staff were directed to bring a resolution to the next meeting revising the day and time of the
156 remainder of the FY 2023 meeting schedule to reflect a change to 10 a.m. on the first Friday of the
157 month beginning with the April 7, 2023 meeting, and publish the revised meeting dates.

158 **SIXTH ORDER OF BUSINESS – Staff Reports**

- 159 *The following items were not presented:*
160 A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*



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

162 C. District Manager – *Larry Krause, DPF*

163 1. Exhibit 11: Field Operations Report

164 **SEVENTH ORDER OF BUSINESS – Consent Agenda**

165 *This item was presented out of order.*

166 A. Exhibit 12: Consideration for Approval – The Minutes of the Board of Supervisors Regular
167 Meeting Held January 26, 2023

168 On a MOTION by Ms. Osner, SECONDED by Ms. Harley, with ALL IN FAVOR, the Board approved the
169 January 26, 2023 regular meeting minutes, for the Solterra Resort Community Development District.

170 B. Exhibit 13: Consideration for Acceptance – The January 2023 Unaudited Financial Report

171 On a MOTION by Ms. Osner, SECONDED by Ms. Harley, with ALL IN FAVOR, the Board accepted the
172 January 2023 unaudited financial report, for the Solterra Resort Community Development District.

173 **EIGHTH ORDER OF BUSINESS – Audience Comments – New Business** (*Limited to 3 minutes per*
174 *individual for non-agenda items*)

175 There being none, the next item followed.

176 **NINTH ORDER OF BUSINESS – Supervisors Requests** (*Includes Next Meeting Agenda Item Requests*)

177 *This item was not addressed.*

178 After the Board considered the pest control proposals, Ms. Osner requested Ms. Semino work with
179 Ms. Wienker regarding adding the Solterra logo to the signs. Mr. Krause was directed to create a
180 list of the signs needed and their locations. The sign designs will be brought to a future meeting
181 for the Board to review.

182 **TENTH ORDER OF BUSINESS – Action Item Summary** (*To Be E-mailed to Supervisors and Staff*)

183 Copy of distributed action item summary email is attached to these minutes.

184 **ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check**

185 *Confirmation of Quorum for Next Meeting Scheduled for 9:30 a.m. on March 23, 2023, at the*
186 *Solterra Resort Clubhouse (5200 Solterra Boulevard, Davenport, Florida 33837)*

187 *This item was not addressed.*

188 During the discussion on amending the day and time of the CDD meetings, Ms. Osner stated she
189 would not be physically present for the March 23rd or the April 7th meetings, but she would call in.

190 **TWELFTH ORDER OF BUSINESS – Adjournment**

191 On a MOTION by Ms. Osner, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board adjourned
192 the meeting for the Solterra Resort Community Development District.

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



196 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
197 meeting held on _____.

198

199

Signature

Signature

Printed Name

Printed Name

200 Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman



From: Larry Krause <lkrause@dpgmc.com>
Sent: Tuesday, February 28, 2023 10:44 AM
Subject: PT2 - Action Items from 2/27/23 CDD Meeting

Team,

Please find below the Action Items from last night's meeting and let me know if there are any changes or additions.

Thank you,
Larry

Action Items Summary

1. DM – Update TICKLER FILE line items 1 (add pond 33) and 4 (remove; landscaper addressing 2/28/23)
2. DM – check on insurance claim for playground equipment
3. DM – draft/send letter to county thanking them for assistance in traffic study and crosswalks
4. AR – get quote from handyman on installing RADAR SPEED SIGNS
5. AR – get with electrician to address SPLASH PAD, CAMERAS INSTALL, TECO LIGHTS
6. GR – Bring MULCH quote to next meeting
7. GR – Confirm if trees still on CDD Property at 11445 Newgate Crest Drive; remove if there
8. GR – Bring PROPOSAL to beautify Amenity Center Landscaping

On 3/8/2023 Ms. Wienker added: Initiate contract with Dwelling Live: Ariane



EXHIBIT 27



Solterra Resort Community Development District

Financial Statements
(Unaudited)

Period Ending
28-Feb-23



Solterra Resort CDD
Balance Sheet
2/28/2023

	<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 ASSETS:						
2						
3 CASH - Operating Account	\$ 3,929,321	\$ -	\$ -	\$ -	\$ 7	\$ 3,929,329
4 CASH - Debit Card	-	-	-	-	-	-
5 INVESTMENTS:						
6 REVENUE	-	53,991	17,188	116,226	-	187,405
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	-	-	-	-	3,115	3,115
13 2014 ACQ./CONSTRUCTION	-	-	-	-	1,162	1,162
14 2018 ACQ./CONSTRUCTION	-	-	-	-	2,980	2,980
15 PHASE 2B	-	-	-	-	41,407	41,407
16 ACCOUNTS RECEIVABLE	971	-	-	-	-	971
17 ASSESSEMENTS RECEIVABLE-ON ROLL	225,991	\$ 36,646	20,506	49,015	-	332,158
18 ALLOWANCE FOR DOUBTFUL ACCOUNTS	0	-	-	-	-	0
19 RECEIVABLE-OFF ROLL (Pk. Square)	-	-	-	-	-	-
20 DEPOSITS -UTILITIES	3,530	-	-	-	-	3,530
21 PREPAID ITEMS	46,246	-	-	-	-	46,246
22 DUE FROM GEN FUND	-	426,749	238,785	570,798	-	1,236,332
23 TOTAL ASSETS	\$ 4,206,059	\$ 864,177	\$ 405,863	\$ 1,045,260	\$ 48,671	\$ 6,570,030
24						
25						
26 LIABILITIES:						
27						
28 ACCOUNTS PAYABLE	\$ 66,807	\$ -	\$ -	\$ -	\$ -	\$ 66,807
29 DUE TO DEVELOPER	-	-	-	-	-	-
30 DUE TO OTHER FUNDS	1,236,332	-	-	-	-	1,236,332
31 ACCRUED EXPENSES	-	-	-	-	-	-
32 MATURED BONDS PAYABLE	-	-	-	-	-	-
33 DEFERRED REVENUE (ON ROLL)	225,991	36,646	20,506	49,015	-	332,158
34 DEFERRED REVENUE (OFF ROLL)	-	-	-	-	-	-
35	-	-	-	-	-	-
36 FUND BALANCE:						
37						
38 NONSPENDABLE:						
39 PREPAID AND DEPOSITS	-	-	-	-	-	-
40 RESTRICTED FOR:						
41 DEBT SERVICE	-	-	-	-	-	-
42 CAPITAL PROJECTS	-	-	-	-	-	-
43 ASSIGNED:	24,689	-	-	-	-	24,689
44 UNASSIGNED:	2,652,241	827,531	385,357	996,245	48,671	4,910,046
45						
46 TOTAL LIABILITIES & FUND BALANCE	\$ 4,206,059	\$ 864,177	\$ 405,863	\$ 1,045,260	\$ 48,671	\$ 6,570,031

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2 SPECIAL ASSESSMENTS - ON ROLL	\$ 2,851,513	122,813	2,625,522	(225,991)	92%
4 SOLTERRA RESORT HOA	21,000	-	7,200	(13,800)	34%
5 MISCELLANEOUS	-	971	2,096	-	0%
6 INTEREST	-	-	-	-	0%
7 FUND BALANCE FORWARD	-	-	-	-	0%
6 TOTAL REVENUE	2,872,513	123,783	2,634,818	(239,791)	92%
7					
8 EXPENDITURES					
9					
10 GENERAL ADMINISTRATIVE:					
11 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	12,000	1,600	2,400	(9,600)	20%
12 DISTRICT MANAGEMENT	43,760	3,647	18,233	(25,527)	42%
13 MASS MAILING & PRINTING	1,500	-	31	(1,469)	2%
14 LEGAL ADVERTISING	1,500	74	392	(1,108)	26%
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	-	1,575	(440)	78%
22 MISCELLANEOUS EXPENSES	-	583	895	895	100%
23 TOTAL GENERAL ADMINISTRATIVE	124,525	5,904	44,400	(80,125)	36%
24					
25 INSURANCE:					
26 GENERAL, PROPERTY & P OFFICIALS LIABILITY INSURANCE	36,880	-	34,215	(2,665)	93%
27 TOTAL INSURANCE	36,880	-	34,215	(2,665)	93%
28					
29 DEBT SERVICE ADMINISTRATION:					
30 ARBITRAGE REPORTING	750	-	650	(100)	87%
31 BOND AMORTIZATION SCHEDULE FEE	-	-	-	-	0%
32 DISSEMINATING AGENT	4,800	-	4,800	-	100%
33 TRUSTEE FEES	17,000	-	18,337	1,337	108%
34 TOTAL DEBT SERVICE ADMINISTRATION	22,550	-	23,787	1,237	105%
35					
36 UTILITIES:					
37 UTILITIES - ELECTRICITY & STREETLIGHTS	277,908	2,428	85,558	(192,350)	31%
38 UTILITIES - GAS	75,000	-	23,535	(51,465)	31%
39 UTILITIES - WATER	99,730	13,097	53,647	(46,084)	54%
42 TOTAL UTILITIES	452,638	15,525	162,740	(289,898)	36%
43					
44 SECURITY:					
45 SECURITY MONITORING - MAIN ENTRANCE & POOL	31,200	-	-	(31,200)	0%
46 SECURITY SYSTEM - MAIN ENTRANCE	2,400	-	5,022	2,622	209%
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	20,003	94,051	(255,949)	27%
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	1,144	3,033	(2,067)	59%
53 TOTAL SECURITY	454,700	21,148	106,703	(347,997)	23%
54					
55 CLUBHOUSE/AMENITY ADMINISTRATION:					
56 STAFFING - AMENITY MANAGEMENT	50,000	-	19,495	(30,505)	39%
60 STAFFING - LIFESTYLE & POOL MONITORING	550,000	-	99,912	(450,088)	18%
61 CLUBHOUSE FACILITY MAINTENANCE - CLEANING	45,000	7,740	34,365	(10,635)	76%
62 CLUBHOUSE MAINTENANCE & REPAIRS	20,000	-	1,349	(18,651)	7%
63 CLUBHOUSE & LIFESTYLE SUPPLIES	60,000	1,851	4,826	(55,174)	8%
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	-	103	(6,897)	1%
67 BACKGROUND CHECK & DRUG TESTING	750	-	-	(750)	0%
68 PHONE & INTERNET - CLUBHOUSE	12,514	-	2,443	(10,071)	20%
69 TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	758,964	9,591	162,494	(596,470)	21%
70					
71 LANDSCAPE/PROPERTY MAINTENANCE:					
72 POND & WETLAND MAINTENANCE	53,800	2,393	11,965	(41,835)	22%
73 LANDSCAPE MAINTENANCE - CONTRACT	194,400	16,166	66,308	(128,092)	34%
74 LANDSCAPE REPLENISHMENT	116,667	-	-	(116,667)	0%
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	-	55,782	(66,218)	46%
78 COMPREHENSIVE FIELD SERVICES	10,000	833	4,167	(5,833)	42%
79 TOTAL LANDSCAPE/PROPERTY MAINTENANCE	541,867	19,392	140,944	(400,923)	26%
80					

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
81 FACILITY MAINTENANCE:					
82 POOL & LAZY RIVER REPAIR & MAINTENANCE	78,000	7,372	42,679	(35,321)	55%
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	360	2,050	(7,950)	21%
87 REFUSE DUMPSTER SERVICE	70,000	5,258	27,228	(42,772)	39%
88 MISCELLANEOUS -INCLUDES PRESSURE WASHING	15,000	-	-	(15,000)	0%
89 CONTINGENCY	6,000	-	9,200	3,200	153%
90 TOTAL FACILITY MAINTENANCE	184,350	12,990	97,862	(86,488)	53%
91					
92 CAPITAL IMPROVEMENTS					
93					
94 CAPITAL IMPROVEMENT	196,039	-	22,710	(173,329)	12%
95 INCREASE FOR OPERATING CAPITAL RESERVE	100,000	-	-	(100,000)	0%
96 TOTAL CAPITAL IMPROVEMENTS	296,039	-	22,710	(273,329)	8%
97					
98					
99 TOTAL EXPENDITURES	2,872,513	84,550	795,855	(2,076,658)	28%
100					
101 EXCESS REVENUE OVER (UNDER) EXPENDITURES	-	39,233	1,838,963	(2,316,449)	
102					
103 OTHER FINANCING SOURCES (USES)					
104					
105 INTERFUND TRANSFER-OUT	-	-	-	-	
106 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	
107					
108 NET CHANGE IN FUND BALANCE			1,838,963		
109					
110 FUND BALANCE - BEGINNING			837,967		
111					
112 FUND BALANCE - ENDING			2,676,931		

**Solterra Resort CDD
DS Series 2013**

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 462,388	\$ 19,915	\$ 425,742	\$ (36,646)	92%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	1,295	5,823	5,823	100%
6 DISCOUNTS	-	-	-	-	0%
7 TOTAL REVENUE	462,388	21,210	431,566	(30,822)	93%
8					
9 EXPENDITURES					
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 TOTAL EXPENDITURES	458,888	-	277,531	(181,357)	60%
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	3,500	21,210	154,034	132,824	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,121)	(4,425)	3,304	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(1,121)	(4,425)	3,304	
22					
23 NET CHANGE IN FUND BALANCE	-	20,089	149,609	129,520	
24					
25 FUND BALANCE - BEGINNING			677,922		
26					
27 FUND BALANCE - ENDING			\$ 827,531		



Solterra Resort CDD

DS Series 2014

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR-TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 258,744	\$ 11,144	\$ 238,238	\$ (20,506)	92%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	474	2,319	2,319	100%
6 TOTAL REVENUE	258,744	11,618	240,556	(18,188)	93%
7					
8 EXPENDITURES					
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 TOTAL EXPENDITURES	258,394	-	168,697	(89,697)	65%
14					
15 EXCESS REVENUE OVER (UNDER) EXPENDITURES	350	11,618	71,860	60,242	
16					
17 OTHER FINANCING SOURCES (USES)					
18 INTERFUND TRANSFER-IN	-	-	-	-	
19 INTERFUND TRANSFER-OUT	-	(418)	(1,651)	(1,651)	
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(418)	(1,651)	(1,651)	
21					
22 NET CHANGE IN FUND BALANCE	350		70,209		
23					
24 FUND BALANCE - BEGINNING			315,148		
25 FUND BALANCE APPROPRIATED					
26 FUND BALANCE - ENDING			\$ 385,357		



Solterra Resort CDD
DS Series 2018

Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 618,463	\$ 26,637	\$ 569,448	\$ 542,811	0.920747078
4 ASSESSMENTS OFF-ROLL	-	-	-	-	
5 INTEREST - INVESTMENT	-	1,374	6,725	5,351	100%
6 DISCOUNTS	-	-	-	-	
7 TOTAL REVENUE	618,463	28,011	576,173	548,162	93%
8					
9 EXPENDITURES					
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 TOTAL EXPENDITURES	615,706	-	229,441	(160,012)	37%
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	2,757	28,011	346,732	318,721	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,000)	(159,346)	158,347	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(1,000)	(159,346)	158,347	
22					
23 NET CHANGE IN FUND BALANCE	-	27,011	187,386	160,375	
24					
25 FUND BALANCE - BEGINNING			808,860		
26					
27 FUND BALANCE - ENDING			\$ 996,245		



Solterra Resort CDD
Construction Fund 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	80
4 TOTAL REVENUE	80
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	16,546
8	-
9 TOTAL EXPENDITURES	16,546
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(16,466)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	4,425
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	4,425
18	
19 NET CHANGE IN FUND BALANCE	(12,041)
20	
21 FUND BALANCE - BEGINNING	15,150
22	
23 FUND BALANCE - ENDING	\$ 3,109



Solterra Resort CDD
Construction Fund 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	30
4 TOTAL REVENUE	30
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	6,173
8	-
9 TOTAL EXPENDITURES	6,173
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(6,143)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	1,651
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	1,651
18	
19 NET CHANGE IN FUND BALANCE	(4,492)
20	
21 FUND BALANCE - BEGINNING	5,652
22	
23 FUND BALANCE - ENDING	\$ 1,160



Solterra Resort CDD
Construction Fund 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending February 28, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	16
4 TOTAL REVENUE	16
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	158,339
8	-
9 TOTAL EXPENDITURES	158,339
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(158,323)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	159,346
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	159,346
18	
19 NET CHANGE IN FUND BALANCE	1,023
20	
21 FUND BALANCE - BEGINNING	1,951
22	
23 FUND BALANCE - ENDING	\$ 2,974



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 February 28, 2023

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



**Solterra Resort CDD
Cash Reconciliation (GF)
2/28/2023**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 3,935,859.88
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$6,538.40)</u>
<i>Adjusted Bank Balance</i>	<u><u>\$ 3,929,321.48</u></u>

Beginning Bank Balance Per Books	\$ 3,824,719.24
Add: Cash Receipts	180,507.99
Less: Cash Disbursements	<u>(75,905.75)</u>
<i>Balance Per Books</i>	<u><u>\$ 3,929,321.48</u></u>



CHECK REGISTER FY 2023

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
EOY Balance 9-30-2022						978,520.76
10/01/2022	5129	Egis Insurance & Risk Advisors	FY Insurance Policy # 100122585 10/01/22-10/01/23		34,215.00	944,305.76
10/01/2022	657R		Reverse of GJE 657 -- To clear voided check, to record payment to yellowstone to match FY 20 Audit	3,960.83		948,266.59
10/01/2022	658R		Reverse of GJE 658 -- To record expense for void check 4463 Obelish Cleaning, to match FY 21 Audit	2,445.00		950,711.59
10/03/2022	01ACH100322	DUKE ENERGY	0 Solterra Blvd Lite 8/9-9/8		1,334.32	949,377.27
10/03/2022	02ACH100322	DUKE ENERGY	7524 Oak Spring LN Irrigation 8/6-9/7		30.42	949,346.85
10/03/2022	03ACH100322	DUKE ENERGY	7310 Oakmoss Loop Irrigation 8/6- 9/7		30.42	949,316.43
10/03/2022	04ACH100322	DUKE ENERGY	7632 Oak Spring LN Irrigation 8/6-9/7		30.42	949,286.01
10/03/2022	05ACH100322	DUKE ENERGY	7102 Oakmoss Loop Irrigation 8/6-9/7		30.42	949,255.59
10/03/2022	06ACH100322	DUKE ENERGY	6022 Board Oak Dr Pump 8/6-9/7		30.41	949,225.18
10/03/2022	07ACH100322	DUKE ENERGY	5456 Misty Oak Cir Pump 8/6-9/7		30.41	949,194.77
10/03/2022	10322ACH1	DUKE ENERGY	4000 OAKMONT BLVD 8/6/22 - 9/7/22		49.42	949,145.35
10/03/2022	10322ACH2	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 8/6/22 - 9/7/22		92.00	949,053.35
10/04/2022	01ACH100422	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 8/9-9/8		4,493.24	944,560.11
10/04/2022	100092	Cintas	Invoice: 4132520499 (Reference: Facility Maintenance For Cleaning.)		314.06	944,246.05
10/04/2022	100093	CRYSTAL SPRINGS	Invoice: 18244974 092522 (Reference: Coffee, Water & Vending Services.)		28.45	944,217.60
10/10/2022	ACH101022	DUKE ENERGY	000 Solterra Blvd Lite 8/17-9/16		789.16	943,428.44
10/11/2022	100096	I-Deal Refuse Savings, Inc.	Invoice: 407912 (Reference: Dump and Return Compactor.) Invoice: 407918 (Reference: Dump and ...		1,556.70	941,871.74
10/11/2022	100097	Innersync	Invoice: 20831 (Reference: Website Services.)		1,515.00	940,356.74
10/11/2022	100098	POLK COUNTY UTILITIES	Invoice: 092622-3364 (Reference: Reuse Usage.) Invoice: 092622-5234 (Reference: Waste Water U...		11,167.17	929,189.57
10/11/2022	100099	Power Pool Services, LLC	Invoice: 2678 (Reference: Pool Service Oct.) Invoice: 2692 (Reference: Service after Natural ...		4,000.00	925,189.57
10/11/2022	100100	SPIES POOL, LLC	Invoice: 390416 (Reference: Pool Bulk Bleach.) Invoice: 390111 (Reference: Pool Bulk Bleach.)		1,786.65	923,402.92
10/11/2022	100101	Steadfast Environmental LLC	Invoice: SE-21550 (Reference: Routine Pond Spraying.)		2,393.00	921,009.92
10/11/2022	100102	YELLOWSTONE LANDSCAPE	Invoice: OS 437596 (Reference: Quarterly Date Palm Injection and Fertilizer.) Invoice: OS 437...		14,657.93	906,351.99
10/11/2022	100103	King Jackson Music LLC	Invoice: SR9222022 (Reference: Duo Music.)		350.00	906,001.99
10/11/2022	100104	METFITNESS LLC	Invoice: INV-4116 (Reference: Aqua Zumba Group Fitness Class.)		240.00	905,761.99
10/11/2022	100105	Captain Carnival LLC	Invoice: 15399 (Reference: Clubhouse Entertainment DJ.)		350.00	905,411.99
10/11/2022	100094	Amenity Services LLC	Cleaning of Clubhouse. Duplicate Payment		3,500.00	901,911.99
10/17/2022	100106	Spectrum Business	Invoice: 067483201100422 (Reference: Phone and Internet.)		277.96	901,634.03
10/17/2022	100107	Envera Systems	Invoice: 719961 (Reference: Security Monitoring Pool.)		2,510.87	899,123.16
10/17/2022	100108	I-Deal Refuse Savings, Inc.	Invoice: 407936 (Reference: Dump and Return Compactor.)		593.92	898,529.24
10/19/2022	ACH101922	DUKE ENERGY			171.44	898,357.80
10/19/2022	101922ACH1	DUKE ENERGY	4000 Oakmont Blvd LITE SOLTERRA PH2A-SL 7/14-8/11 Double Paid		2,137.64	896,220.16
10/19/2022	101922ACH2	DUKE ENERGY	Lite Solterra PH2C July 20-Aug 18. Double payment \$1314.11+8.59 adm fee		1,322.70	894,897.46
10/19/2022			Deposit	3,600.00		898,497.46
10/19/2022	100110	Spectrum Business	Invoice: 093404701092322 (Reference: Phone and Internet.) Invoice: 092622-5-02 (Reference: Ph...		854.32	897,643.14
10/19/2022	100111	Cintas	Invoice: 4133212597 (Reference: Facility Maintenance Cleaning.) Invoice: 4133899103 (Referenc...		628.12	897,015.02
10/19/2022	100112	DUKE ENERGY	Invoice: 092822-5266 (Reference: Utility.) Invoice: 092922-5563 (Reference: Utility.)		912.66	896,102.36
10/19/2022	100113	SPIES POOL, LLC	Invoice: 391088 (Reference: Bulk Beach Pool Supplies.)		2,571.90	893,530.46
10/19/2022	100114	STANTEC CONSULTING SERVICES, INC.	Invoice: 19889377 (Reference: Professional services.)		904.00	892,626.46
10/19/2022	100115	Captain Carnival LLC	Invoice: 15355 (Reference: Entertainment DJ.)		1,700.00	890,926.46
10/19/2022	100116	METFITNESS LLC	Invoice: INV-4096 (Reference: weekly Group Zumba.)		360.00	890,566.46
10/19/2022	100117	King Jackson Music LLC	Invoice: SR8232022 (Reference: Duo Music.)		350.00	890,216.46
10/19/2022	100118	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63293 (Reference: Facility Cleaning Maintenance.)		326.45	889,890.01
10/20/2022	ACH2102022	DUKE ENERGY	5200 OAKMONT BLVD 8/27-9/27		8,975.10	880,914.91
10/20/2022	100119	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2058 (Reference: Security Services.)		16,179.65	864,735.26
10/20/2022	100120	Florida Pest Control	Invoice: 8735771 (Reference: Pest Control May.) Invoice: 8735789 (Reference: Pest Control Ser...		2,336.00	862,399.26
10/20/2022	100121	SPIES POOL, LLC	Invoice: 391250 (Reference: Bulk Bleach Lazy River.)		1,375.00	861,024.26
10/20/2022	102022ACH1	FLORIDA DEPT OF REVENUE	Florida Tax Payment 7/22 - 9/22		312.55	860,711.71
10/21/2022	100122	Cintas	Invoice: 413456569 (Reference: Facility Maintenance.)		314.06	860,397.65
10/21/2022	100123	DUKE ENERGY	Lite Solterra PH2C J 09/20-10/18/22		1,314.20	859,083.45
10/25/2022	ACH1102522	DUKE ENERGY	00 Solterra Blvd LITE 9/2-10/3		1,031.44	858,052.01
10/31/2022	ACH1103122	DUKE ENERGY	7632 Oak Spring LN Irrigation 9/6-10/6		30.42	858,021.59
10/31/2022	ACH2103122	DUKE ENERGY	6022 Board Oak Dr Pump 9/8-10/5		30.41	857,991.18
10/31/2022	ACH3103122	DUKE ENERGY	7524 Oak Spring Lane 9/8-10/6		30.42	857,960.76
10/31/2022	ACH4103122	DUKE ENERGY	7310 Oakmoss Loop Irrigation 9/8- 10/6		30.42	857,930.34
10/31/2022	ACH5103122	DUKE ENERGY	7102 Oakmoss Loop Irrigation9/8-10/6		30.42	857,899.92
10/31/2022	5130	CANDICE SMITH	BOS MTG 10/27/22		200.00	857,699.92
10/31/2022	ACH103122	DUKE ENERGY	4000 OAKMONT BLVD 9/8/22 - 10/6/22		42.97	857,656.95
10/31/2022	ACH2113122	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 9/8/22 - 10/6/22		59.56	857,597.39
10/31/2022	ACH103122	DUKE ENERGY	5456 Misty Oak Cir Pump 9/8-10/6		30.41	857,566.98
10/31/2022				10,005.83	130,959.61	857,566.98
11/01/2022	100124	Spectrum Business	Invoice: 093404701102322 (Reference: Phone and Internet.)		111.63	857,455.35
11/01/2022	100125	Cintas	Invoice: 4135276674 (Reference: Facility Cleaning Maintenance.) Invoice: 102822- (Reference: ...		922.78	856,532.57
11/01/2022	100127	CRYSTAL SPRINGS	Invoice: 18244974 102322 (Reference: Filtration System Rental.)		28.45	856,504.12
11/01/2022	100128	DPFG M&C	Invoice: 403564 (Reference: Dissemination Agent.) Invoice: 403524 (Reference: Monthly Contrac...		9,280.00	847,224.12
11/01/2022	100129	Evergreen Lifestyles Mgmt	Invoice: SRCDD0922C (Reference: Monthly Management fees.)		29,337.11	817,887.01
11/01/2022	100130	I-Deal Refuse Savings, Inc.	Invoice: 408213 (Reference: Solid Waste Disposal.) Invoice: 408222 (Reference: Solid Waste Di...		2,188.63	815,698.38
11/01/2022	100131	KE Law Group, PLLC	Invoice: 4571 (Reference: Legal services.)		7,754.00	807,944.38
11/01/2022	100132	POLK COUNTY UTILITIES	Invoice: 102122-8052 (Reference: Reclaimed Water.) Invoice: 102122-3364 (Reference: Reclaimed...		528.28	807,416.10
11/01/2022	100133	YELLOWSTONE LANDSCAPE	Invoice: OS 443295 (Reference: Monthly Landscape Maintenance Oct.)		16,166.00	791,250.10
11/02/2022	100134	Power Pool Services, LLC	Invoice: 2734 (Reference: Service Call.)		120.00	791,130.10
11/02/2022	100135	Amenity Services LLC	Invoice: 1557.5 (Reference: Facility Cleaning Maintenance.) Invoice: 1547 (Reference: Facilit...		7,151.00	783,979.10
11/03/2022			Deposit	16,166.00		800,145.10
11/04/2022	100137	Cintas	Invoice: 4135969687 (Reference: Facility Cleaning Maintenance.)		314.06	799,831.04
11/04/2022	100138	DUKE ENERGY	Invoice: 102622-1688 (Reference: Utility.)		939.50	798,891.54
11/04/2022	100139	EXERCISE SYSTEMS, INC.	Invoice: 049023 (Reference: Amenity Facility & Fitness.)		1,095.00	797,796.54
11/04/2022	100140	Power Pool Services, LLC	Invoice: 2772 (Reference: Pool Service For November.)		2,800.00	794,996.54
11/04/2022	100141	YELLOWSTONE LANDSCAPE	Invoice: OS 451683 (Reference: Monthly Landscape Maintenance For Nov 2022.)		16,166.00	778,830.54
11/07/2022	100142	I-Deal Refuse Savings, Inc.	Invoice: 408254 (Reference: Solid Waste Disposal.)		545.11	778,285.43
11/07/2022	100143	METFITNESS LLC	Invoice: INV-4145 (Reference: Athletic Facilities Fitness.)		300.00	777,985.43
11/07/2022	100144	One Day Masterpieces	Invoice: 102822- (Reference: Various Property signs.)		6,612.19	771,373.24
11/08/2022	ACH3110822	DUKE ENERGY	000 Solterra BLvd Lite 9/17-10/17		789.16	770,584.08
11/08/2022			Deposit	7,106.71		777,690.79
11/09/2022	100145	Envera Systems	Invoice: 720981 (Reference: Alarm Monitoring services.)		2,510.87	775,179.92
11/09/2022	100146	I-Deal Refuse Savings, Inc.	Invoice: 408279 (Reference: Dump and return compactor.)		595.66	774,584.26
11/09/2022	100147	Paradise Property Solutions & Services	Invoice: 1352 (Reference: Delineator post.)		455.00	774,129.26
11/09/2022	100148	POLK COUNTY UTILITIES	Invoice: 102122-4492 (Reference: 5200 Solterra blvd CLUB 9/8-10/10.)		9,023.37	765,105.89
11/09/2022	100149	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 124794225 (Reference: quarterly HVAC Maintenance.)		674.56	764,431.33
11/09/2022	100150	SPIES POOL, LLC	Invoice: 392280 (Reference: Wire nut and labor.)		277.50	764,153.83
11/09/2022	100151	Steadfast Environmental LLC	Invoice: SE-21643 (Reference: Routine Aquatic Maintenance.)		2,393.00	761,760.83
11/09/2022	100152	Amenity Services LLC	Invoice: 1762 (Reference: Facility Cleaning Maintenance.)		3,773.00	757,987.83
11/09/2022	100153	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63675 (Reference: Janitorial supplies.) Invoice: 63164 (Reference: Janitorial suppli...		1,774.33	756,213.50
11/10/2022	100156	One Day Masterpieces	Invoice: 436144 (Reference: Various Property Signs.)		6,612.19	749,601.31
11/10/2022	100154	Amenity Services LLC	Invoice: 1662 (Reference: Cleaning of Clubhouse.)		3,500.00	746,101.31
11/10/2022	100155	Amenity Services LLC	Invoice: 1711 (Reference: Cleaning of Clubhouse.)		3,500.00	742,601.31
11/10/2022			Deposit	3,792.96		746,394.27
11/11/2022	ACH211122	DUKE ENERGY	0 Solterra Blvd Lite 09/9-10/7		1,334.32	745,059.95
11/14/2022	100157	ADMIRAL OUTDOOR FURNITURE	Invoice: ACFQ60531 (Reference: Deposit of replacement of the Canopy Fabric.)		20,343.25	724,716.70
11/14/2022	100158	Spectrum Business	Invoice: 076832502102622 (Reference: Phone and Internet.)		743.90	723,972.80
11/14/2022	100159	Cintas	Invoice: 4136666006 (Reference: Janitorial and cleaning supplies.)		314.06	723,658.74
11/14/2022	100160	SPIES POOL, LLC	Invoice: 392455 (Reference: Pool and Lazy River R&M.) Invoice: 392491 (Reference: Pool and La...		921.95	722,736.79
11/14/2022	100161	Amenity Services LLC	Invoice: 1765 (Reference: Late fee.) Invoice: 1766 (Reference: late fee.)		715.00	722,021.79
11/15/2022	ACH4111522	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 9/9-10/7		4,493.24	717,528.55
11/15/2022	100162	Spectrum Business	Invoice: 067483201110422 (Reference: Utilities.)		277.96	717,250.59
11/15/2022	100163	BUSINESS OBSERVER	Invoice: 22-01721K (Reference: Legal Advertising Nov.)		56.88	717,193.71
11/16/2022			Deposit	1,125.00		718,318.71
11/16/2022			Deposit	35,677.69		753,996.40
11/17/2022	ACH111722	DUKE ENERGY	5300 Solterra Blvd Lift 9/27-10/25		158.73	753,837.67
11/17/2022	100164	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2073 (Reference: Security System Maintenance.)		18,305.49	735,532.18
11/17/2022	100165	I-Deal Refuse Savings, Inc.	Invoice: 408265 (Reference: Solid Waste Disposal.) Invoice: 408266 (Reference: Solid Waste Di...		1,451.73	734,080.45
11/17/2022	100166	KE Law Group, PLLC	Invoice: 4885 (Reference: Legal Services.)		4,450.00	729,630.45
11/17/2022	100167	SPIES POOL, LLC	Invoice: 392289 (Reference: Pool and Lazy River R&M.) Invoice: 392522 (Reference: Pool and La...		2,638.70	726,991.75
11/17/2022	100168	STANTEC CONSULTING SERVICES, INC.	Invoice: 2002926 (Reference: Professional services.)		312.00	726,679.75
11/17/2022	100169	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63910 (Reference: Cleaning and Maintenance.)		121.28	726,558.47
11/18/2022	ACH111822	DUKE ENERGY	Utility Sep 28-Oct 26		35.87	726,522.6

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
11/18/2022	ACH111822	DUKE ENERGY	Utility 08/27-09/27/22		876.79	718,107.79
11/21/2022	100170	DPMG M&C	Invoice: 404429 (Reference: District Management Services.)		4,480.00	713,627.79
11/21/2022	100171	I-Deal Refuse Savings, Inc.	Invoice: 407709 (Reference: Compactor Rental.) Invoice: 408299 (Reference: Solid Waste Dispos...		904.74	712,723.05
11/21/2022	100172	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23073916 (Reference: District Engineer OCT.)		3,174.61	709,548.44
11/21/2022			Deposit	104,487.56		814,036.00
11/22/2022	100173	Cintas	Invoice: 4137886443 (Reference: Janitorial supplies.)		314.06	813,721.94
11/22/2022	100174	ENVERA	Invoice: 00053770 (Reference: System test surge/lighting.)		145.00	813,576.94
11/22/2022	100175	I-Deal Refuse Savings, Inc.	Invoice: 408546 (Reference: Replaced Rollers.) Invoice: 408552 (Reference: Dump and Return Co...		1,412.41	812,164.53
11/23/2022	ACH2112322	DUKE ENERGY	00 Solterra Blvd LITE10/04-11/1		1,031.44	811,133.09
11/25/2022			Deposit	141,361.17		952,494.26
11/28/2022	01ACH112822	DUKE ENERGY	5290 Solterra Blvd Irrigation 09/27-10/25		91.31	952,402.95
11/28/2022	ACH112822	FLORIDA PUBLIC UTILITIES	Service 09/21-10/20/22		241.27	952,161.68
11/29/2022	ACH1112922	DUKE ENERGY	7524 Oak Spring Lane 10/7-11/4		30.42	952,131.26
11/29/2022	ACH2112922	DUKE ENERGY	7310 Oakmoss Loop Irrigation 10/7- 11/4		30.42	952,100.84
11/29/2022	ACH3112922	DUKE ENERGY	7632 Oak Spring LN Irrigation 10/7-11/4		30.42	952,070.42
11/29/2022	ACH4112922	DUKE ENERGY	7102 Oakmoss Loop Irrigation 10/78-11/4		30.42	952,040.00
11/29/2022	ACH5112922	DUKE ENERGY	6022 Board Oak Dr Pump 10/04-11/4		30.41	952,009.59
11/29/2022	ACH112922	DUKE ENERGY	5456 Misty Oak Cir Pump 10/7-11/4		30.41	951,979.18
11/29/2022	ACH4112922	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 10/7/22 - 11/8/22		66.02	951,913.16
11/30/2022	ACH6113022	DUKE ENERGY	0 Solterra Blvd Lite 108-11/7		1,334.32	950,578.84
11/30/2022	100176	CRYSTAL SPRINGS	Invoice: 18244974 112022 (Reference: Coffee, Water & Vending Services.)		41.45	950,537.39
11/30/2022	100177	SPIES POOL, LLC	Invoice: 392764 (Reference: Pool and Lazy River R&M.) Invoice: 392929 (Reference: Pool and La...		2,304.95	948,232.44
11/30/2022	100178	Amenity Services LLC	Invoice: 1796 (Reference: Carpet Cleaning of Clubhouse.)		650.00	947,582.44
11/30/2022	100179	Captain Carnival LLC	Invoice: 15398 (Reference: Entertainment DJ.)		350.00	947,232.44
11/30/2022	ACH112922	DUKE ENERGY	4000 OAKMONT BLVD 10/7/22 - 11/4/22		42.42	947,190.02
11/30/2022				309,717.09	220,094.05	947,190.02
12/01/2022	ACH120122	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 10/8-11/7		4,493.24	942,696.78
12/01/2022	100180	Cintas	Invoice: 4137206773 (Reference: Facility Cleaning Maintenance.)		314.06	942,382.72
12/01/2022	100181	I-Deal Refuse Savings, Inc.	Invoice: 408481 (Reference: Compactor Rental.)		300.00	942,082.72
12/01/2022	100182	POLK COUNTY UTILITIES	Invoice: 111822-4492 (Reference: 5200 Solterra Blvd CLUB 10/10-11/09.) Invoice: 111822-3168 (...)		10,155.64	931,927.08
12/01/2022	100183	YELLOWSTONE LANDSCAPE	Invoice: OS 420324 (Reference: Monthly Landscape Maintenance.)		16,166.00	915,761.08
12/01/2022	100184	Captain Carnival LLC	Invoice: 15400 (Reference: Entertainment DJ.)		350.00	915,411.08
12/01/2022	100185	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63988 (Reference: Janitorial supplies.)		854.63	914,556.45
12/01/2022	100186	Food Truck Crazy, Inc.	Invoice: 125120 (Reference: Food Truck event 10/11/22.)		237.00	914,319.45
12/02/2022	100187	Cintas	Invoice: 4138791785 (Reference: Facility Maintenance Cleaning.)		314.06	914,005.39
12/02/2022	100188	GREENBERG TRAUIG	Invoice: 1000119683 (Reference: Legal Services.)		2,432.00	911,573.39
12/02/2022	100189	I-Deal Refuse Savings, Inc.	Invoice: 408293 ()		600.06	910,973.33
12/02/2022	100190	STAPLES	Invoice: 8068406668 (Reference: Office Supplies.)		1,554.67	909,418.66
12/02/2022	ACH2120222	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PHZA-SL 10/13-11/10		1,068.82	908,349.84
12/04/2022	ACH122022	Spectrum Business	Utilities for Lazy River Pool12/03-01/02/2023		277.96	908,071.88
12/05/2022	5133	US BANK	Trustee Fees - Series 2018 11/01/22-10/31/23		4,040.63	904,031.25
12/06/2022	100191	Power Pool Services, LLC	Invoice: 2816 (Reference: Pool Service Dec.)		2,800.00	901,231.25
12/06/2022	100192	SPIES POOL, LLC	Invoice: 393351 (Reference: Stack Flue Sensor replacement.)		384.95	900,846.30
12/06/2022	100193	Amenity Services LLC	Invoice: 1802 (Reference: Cleaning of Clubhouse and supplies.)		3,693.00	897,153.30
12/06/2022	100194	Captain Carnival LLC	Invoice: 15401 (Reference: DJ 1pm-3pm Glen.)		350.00	896,803.30
12/07/2022	ACH120722	DUKE ENERGY	000 Solterra Blvd Lite 10/18-11/15		789.16	896,014.14
12/07/2022	100195	Steadfast Environmental LLC	Invoice: SE-21733 (Reference: Routine Aquatic Maintenance.)		2,393.00	893,621.14
12/08/2022	ACH11120822	DUKE ENERGY	Lite Solterra PH2C J 10/20-11/16/22		1,314.20	892,306.94
12/08/2022	5134	POLK COUNTY PROPERTY APPRAISER	1% Admin Fee.		46,246.10	846,060.84
12/09/2022	ACH120922	Spectrum Business	Reference: Phone and Internet. 11/22-12-21-22		109.98	845,950.86
12/12/2022	ACH121222	Spectrum Business	Phone and Internet. 11-25-12-24-22		743.90	845,206.96
12/12/2022	100196	Cintas	Invoice: 41394533596 (Reference: Facility Maintenance Cleaning.)		314.06	844,892.90
12/12/2022			Deposit	513,304.81		1,358,197.71
12/13/2022	5135	Anthony R. Crawford	BOS Meeting 11/18/22		200.00	1,357,997.71
12/13/2022	5137	Connie S. Osner	BOS Meeting 11/18/22		200.00	1,357,797.71
12/13/2022	5136	Karen L. Wienker	BOS Meeting 11/18/22		200.00	1,357,597.71
12/13/2022	100197	ENVERA	Invoice: 721950 (Reference: Alarm Monitoring services.)		2,510.87	1,355,086.84
12/13/2022	100198	I-Deal Refuse Savings, Inc.	Invoice: 501472 (Reference: Dump and return compactor.) Invoice: 501461 (Reference: Dump and ...)		2,959.33	1,352,127.51
12/13/2022	100199	STANTEC CONSULTING SERVICES, INC.	Invoice: 2014963 (Reference: 2023 FY General Consulting.)		1,672.00	1,350,455.51
12/19/2022	ACH1121922	DUKE ENERGY	Utility 10/26-11/23/22		469.75	1,349,985.76
12/19/2022	100200	Cintas	Invoice: 4140158040 (Reference: Facility Maintenance cleaning.)		314.06	1,349,671.70
12/19/2022	100201	DPMG M&C	Invoice: 405587 (Reference: District Management Services.)		4,480.00	1,345,191.70
12/19/2022	100202	YELLOWSTONE LANDSCAPE	Invoice: OS 464606 ()		16,166.00	1,329,025.70
12/19/2022	100203	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64129 (Reference: Facility Maintenance Cleaning.)		250.28	1,328,775.42
12/20/2022	ACH122022	DUKE ENERGY	Utility 10/27-11/28/22		876.79	1,327,898.63
12/20/2022	ACH1122022	DUKE ENERGY	5300 Solterra Blvd Lift 10/26-11/23/22		145.65	1,327,752.98
12/21/2022	ACH3122122	DUKE ENERGY	7900 Oak Reflection Loop 10/27-11/28/22		35.87	1,327,717.11
12/21/2022	ACH2122122	DUKE ENERGY	5200 OAKMONT BLVD 10/27-11/28/22		8,896.47	1,318,820.64
12/21/2022	3ACH122122	DUKE ENERGY	5290 Solterra Blvd Irrigation 10/26 - 11/23		30.73	1,318,789.91
12/21/2022			Deposit	2,496,219.86		3,815,009.77
12/22/2022	100204	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2082 (Reference: Security System Maintenance.)		20,561.10	3,794,448.67
12/22/2022	100205	CRYSTAL SPRINGS	Invoice: 18244974 121822 (Reference: Coffee, Water & Vending Services.)		28.45	3,794,420.22
12/22/2022	100206	DIBARTOLOMEO, McBEE, HARTLEY & BARNES PA	Invoice: 90086902 (Reference: Auditing Services.)		2,600.00	3,791,820.22
12/22/2022	100207	DPMG M&C	Invoice: 405510 (Reference: Mass Mailing and Printing.)		31.34	3,791,788.88
12/22/2022	100208	Evergreen Lifestyles Mgmt	Invoice: SRCD0822C (Reference: Amenity Management.)		32,361.98	3,759,426.90
12/22/2022	100209	I-Deal Refuse Savings, Inc.	Invoice: 429011 (Reference: Solid Waste Disposal.) Invoice: 429020 (Reference: Solid Waste Di...		1,783.35	3,757,643.55
12/22/2022	100210	ONSIGHT SIGNAGE & VISUAL SOLUTION	Invoice: 001-22-327403-1 (Reference: Street Signage.) Invoice: 001-22-329032-1 (Reference: St...		3,479.95	3,754,163.60
12/22/2022	100211	SPIES POOL, LLC	Invoice: 393580 (Reference: Pool and Lazy River R&M.) Invoice: 393954 (Reference: Pool and La...		7,958.90	3,746,204.70
12/22/2022	100212	YELLOWSTONE LANDSCAPE	Invoice: OS 471670 (Reference: Landscape Maintenance Mulch Replacement.) Invoice: OS 471671 (...)		56,569.69	3,689,635.01
12/22/2022	100213	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63422 (Reference: Facility Cleaning Maintenance.)		550.07	3,689,084.94
12/23/2022			Deposit	177,515.19		3,866,600.13
12/27/2022	ACH122722	DUKE ENERGY	00 Solterra Blvd LITE 11/2-12/1		1,031.44	3,865,568.69
12/28/2022	ACH122822	FLORIDA PUBLIC UTILITIES	Service 10/20-11/18/22		5,952.19	3,859,616.50
12/28/2022	100214	Evergreen Lifestyles Mgmt	Invoice: SRCD1122C (Reference: Pool Monitors /Lifeguards.)		26,998.92	3,832,617.58
12/28/2022	100215	POLK COUNTY UTILITIES	Invoice: 122022-8052 (Reference: Reclaimed Water Usage.) Invoice: 122022-3364 (Reference: Rec...		8,739.71	3,823,877.87
12/28/2022	100216	YELLOWSTONE LANDSCAPE	Invoice: OS 472017 (Reference: Irrigation Repairs and Maintenance.)		2,722.84	3,821,155.03
12/29/2022	ACH1122922	DUKE ENERGY	6022 Board Oak Dr Pump 11/05-12/6		30.42	3,821,124.61
12/29/2022	ACH2122922	DUKE ENERGY	7524 Oak Spring Lane 11/5-12/6		30.42	3,821,094.19
12/29/2022	ACH3122922	DUKE ENERGY	7102 Oakmoss Loop Irrigation 11/5-12/6		30.42	3,821,063.77
12/29/2022	ACH4122922	DUKE ENERGY	0 Solterra Blvd Lite 11/8-12/7		1,334.32	3,819,729.45
12/29/2022	ACH5122922	DUKE ENERGY	7310 Oakmoss Loop Irrigation 11/6- 12/6		30.42	3,819,699.03
12/29/2022	ACH6122922	DUKE ENERGY	7632 Oak Spring LN Irrigation 11/6-12/7		30.42	3,819,668.61
12/29/2022	ACH1122922	DUKE ENERGY	5456 Misty Oak Cir Pump 11/5-12/6		30.41	3,819,638.20
12/29/2022	ACH3122922	DUKE ENERGY	4000 OAKMONT BLVD 11/5/22 - 12/6/22		36.94	3,819,601.26
12/29/2022	ACH3122922	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 11/5/22 - 12/6/22		53.66	3,819,547.60
12/31/2022				3,187,039.86	314,682.28	3,819,547.60
01/02/2023	6ACH010223	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 11/08-12/7/22		4,493.24	3,815,054.36
01/03/2023	ACH1010323	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PHZA-SL 11/11-12/11		1,068.82	3,813,985.54
01/05/2023	5138	US BANK	Trustee Fees - Series 2013 (10/01/22- 09/30/23)		4,148.38	3,809,837.16
01/06/2023	ACH010623	DUKE ENERGY	000 Solterra Blvd Lite 11/16-12/15		789.16	3,809,048.00
01/06/2023	100217	Cintas	Invoice: 41408571634 (Reference: Facility Maintenance Cleaning.) Invoice: 4141446326 (Referen...		942.18	3,808,105.82
01/06/2023	100218	I-Deal Refuse Savings, Inc.	Invoice: 429049 (Reference: Solid Waste Disposal.) Invoice: 429046 (Reference: Solid Waste Di...		2,129.93	3,805,975.89
01/06/2023	100219	Power Pool Services, LLC	Invoice: 2833 (Reference: Pool Service for Dec.) Invoice: 2867 (Reference: Pool Service Jan.)		3,224.50	3,802,751.39
01/06/2023	100220	SPIES POOL, LLC	Invoice: 394556 (Reference: Pool and Lazy River R&M.) Invoice: 394615 (Reference: Pool and La...		3,282.40	3,799,468.99
01/06/2023	100221	Steadfast Environmental LLC	Invoice: SE-21844 (Reference: Routine Aquatic Maintenance.)		2,393.00	3,797,075.99
01/06/2023	100222	Amenity Services LLC	Invoice: 1836 (Reference: Facility Maintenance Cleaning.)		3,886.00	3,793,189.99
01/06/2023	100223	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64267 (Reference: Facility Cleaning Maintenance.)		520.44	3,792,669.55
01/08/2023	ACH010823	Spectrum Business	Reference: Phone and Internet. 12/22-01-21-23		109.98	3,792,559.57
01/09/2023	ACH010923	DUKE ENERGY	Lite Solterra PH2C J 11/20-12/16/22		1,314.20	3,791,245.37
01/09/2023	ACH010923	POLK COUNTY UTILITIES	Various Accounts		43.71	3,791,201.66
01/09/2023	5139	Bank United c/o Cardmember Services	Bank United c/o Cardmember Services		4,919.66	3,786,282.00
01/09/2023	100224	4th Element Fire & Safety, Inc.	Invoice: 010323- (Reference: Misc-Contingency-Field.)		230.59	3,786,051.41
01/09/2023	100225	Lerner Reporting Services, Inc.	Invoice: 325 (Reference: Trustee Fees.)		6,000.00	3,780,051.41
01/10/2023	ACH011023	FLORIDA PUBLIC UTILITIES	Service 11/18-12/22/22		13,984.80	3,766,066.61

**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
02/01/2023	100246	I-Deal Refuse Savings, Inc.	Invoice: 529301 (Reference: Solid Waste Disposal.)		300.00	3,824,419.24
02/01/2023	20123ACH1	DUKE ENERGY	7102 Oakmoss Loop Irrigation 12/7 - 1/06		30.42	3,824,388.82
02/01/2023	20123ACH2	DUKE ENERGY	4000 OAKMONT BLVD 12/07 - 1/06		65.31	3,824,323.51
02/01/2023	20123ACH3	DUKE ENERGY	6022 Board Oak Dr Pump 12/07 - 1/06		30.41	3,824,293.10
02/01/2023	20123ACH4	DUKE ENERGY	0 Solterra Blvd Lite 12/8 - 1/9		1,349.49	3,822,943.61
02/01/2023	20123ACH5	DUKE ENERGY	5456 Misty Oak Cir Pump 12/7 - 1/6		30.42	3,822,913.19
02/01/2023	20123ACH6	DUKE ENERGY	7310 Oakmoss Loop Irrigation 12/7 - 1/6		30.42	3,822,882.77
02/01/2023	20123ACH7	DUKE ENERGY	7524 Oak Spring Lane 12/7 - 1/06		30.42	3,822,852.35
02/01/2023	2/01/23ACH8	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 12/7 - 1/06		69.28	3,822,783.07
02/01/2023	20123ACH9	DUKE ENERGY	7632 Oak Spring LN Irrigation 12/7 - 1/06		30.43	3,822,752.64
02/03/2023	20323ACH1	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 12/8 - 1/09		4,613.29	3,818,139.35
02/06/2023	20623ACH1	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 12/13 - 1/12		1,101.46	3,817,037.89
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	October 2022 Sales Tax Filing		252.00	3,816,785.89
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	November 2022 Sales Tax Filing		78.75	3,816,707.14
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	January 2023 Sales Tax Filing		252.00	3,816,455.14
02/08/2023	ACH02/0823	Spectrum Business	1/22/23 - 2/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	3,816,345.16
02/08/2023	5140	US BANK	Trustee Fees - Series 2014 (01/01/23-12/31/23)		4,148.38	3,812,196.78
02/08/2023	5141	Anthony R. Crawford	BOS Meeting 2/3/23		200.00	3,811,996.78
02/08/2023	5142	Ariane Casanova	BOS Meeting 2/3/23		200.00	3,811,796.78
02/08/2023	5143	Connie S. Osner	BOS Meeting 2/3/23		200.00	3,811,596.78
02/08/2023	5144	Karan L. Wienker	BOS Meeting 2/3/23		200.00	3,811,396.78
02/08/2023	100247	Captain Carnival LLC	Invoice: 15979 (Reference: Clubhouse and Lifestyle Supplies.)		350.00	3,811,046.78
02/09/2023	ACH020923	DUKE ENERGY	Lite Solterra PH2C J 12/17-01/18/23		1,348.50	3,809,698.28
02/09/2023	100248	I-Deal Refuse Savings, Inc.	Invoice: 530015 (Reference: Solid Waste Disposal.)		546.71	3,809,151.57
02/09/2023	20923ACH1	DUKE ENERGY	000 Solterra Blvd Lite 12/16 - 1/17		798.11	3,808,353.46
02/11/2023	2ACH021123	Spectrum Business	Phone and Internet. 01-25-02-24-23 5200 Solterra Blvd		784.55	3,807,568.91
02/15/2023	100249	BUSINESS OBSERVER	Invoice: 23-00178K (Reference: Legal Advertising.)		74.38	3,807,494.53
02/15/2023	100250	SPIES POOL, LLC	Invoice: 396200 (Reference: Pool and Lazy River R&M.)		450.00	3,807,044.53
02/16/2023			Deposit	180,507.99		3,987,552.52
02/17/2023	ACH021723	DUKE ENERGY	Utility 12/29-1/26/23		899.66	3,986,652.86
02/17/2023	1ACH021723	FLORIDA PUBLIC UTILITIES	Service 12/22-1/22/23		3,357.19	3,983,295.67
02/17/2023	100251	BUSINESS OBSERVER	Invoice: 22-01548K (Reference: Legal Advertising.) Invoice: 22-01557K (Reference: Legal Adver...		260.31	3,983,035.36
02/17/2023	100252	I-Deal Refuse Savings, Inc.	Invoice: 530287 (Reference: Solid Waste Disposal.) Invoice: 530284 (Reference: Solid Waste Di...		1,258.33	3,981,777.03
02/17/2023	100253	YELLOWSTONE LANDSCAPE	Invoice: OS 484880 (Reference: Monthly Landscape Maintenance.)		16,166.00	3,965,611.03
02/17/2023	100254	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64665 (Reference: Facility Maintenance Cleaning.)		321.35	3,965,289.68
02/17/2023	21723ACH1	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 12/28 - 1/25		481.83	3,964,807.85
02/20/2023	1ACH022023	Spectrum Business	5200 Solterra Blvd AHMS 02/03/23-03/02/23		277.96	3,964,529.89
02/20/2023	1ACH022023	DUKE ENERGY	5300 Solterra Blvd Lift 12/28-1/25/23		297.69	3,964,232.20
02/20/2023	2ACH022023	DUKE ENERGY	7900 Oak Reflection Loop 12/29-1/26/22		35.86	3,964,196.34
02/20/2023	3ACH022023	DUKE ENERGY	5200 OAKMONT BLVD 12/29-1/26/23		8,854.11	3,955,342.23
02/21/2023	100255	DPFG M&C	Invoice: 407508 (Reference: Website Services.) Invoice: 407599 (Reference: Field Operation Se...		4,510.00	3,950,832.23
02/21/2023	100256	LLS TAX SOLUTIONS, INC	Invoice: 002834 (Reference: Arbitrage Services.)		650.00	3,950,182.23
02/21/2023	100257	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 134981428 (Reference: Maintenance and Repair.)		674.56	3,949,507.67
02/21/2023	100258	SPIES POOL, LLC	Invoice: 395923 (Reference: Pool and Lazy River R&M.) Invoice: 395855 (Reference: Pool and La...		2,296.95	3,947,210.72
02/21/2023	100259	Amenity Services LLC	Invoice: 1865 (Reference: Facility Maintenance Cleaning.) Invoice: 1866 (Reference: Facility ...		2,500.00	3,944,710.72
02/21/2023	100260	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64520 (Reference: Facility Cleaning Maintenance.) Invoice: 64588 (Reference: Facilit...		1,020.35	3,943,690.37
02/21/2023	22123ACH1	DUKE ENERGY	5290 Solterra Blvd Irrigation 12/28 - 1/25		30.44	3,943,659.93
02/22/2023	100261	EXERCISE SYSTEMS, INC.	Invoice: 25441 (Reference: quarterly preventive maintenance.)		295.00	3,943,364.93
02/22/2023	100262	I-Deal Refuse Savings, Inc.	Invoice: 530010 (Reference: Solid Waste Disposal.)		576.35	3,942,788.58
02/22/2023	100263	Power Pool Services, LLC	Invoice: 2913 (Reference: Pool Service Feb.)		2,800.00	3,939,988.58
02/22/2023	100264	Steadfast Environmental LLC	Invoice: SE-21947 (Reference: Pond and Wetland Maintenance.)		2,393.00	3,937,595.58
02/22/2023	100265	Amenity Services LLC	Invoice: 1860 (Reference: Facility Cleaning Maintenance.)		3,886.00	3,933,709.58
02/24/2023	100266	I-Deal Refuse Savings, Inc.	Invoice: 532999 (Reference: Solid Waste Disposal.) Invoice: 532997 (Reference: Solid Waste Di...		1,169.94	3,932,539.64
02/24/2023	100267	SPIES POOL, LLC	Invoice: 396650 (Reference: Pool and Lazy River R&M.)		1,375.00	3,931,164.64
02/27/2023	5151	Anthony R. Crawford	BOS Meeting 2/23/23		200.00	3,930,964.64
02/27/2023	5152	Ariane Casanova	BOS Meeting 2/23/23		200.00	3,930,764.64
02/27/2023	5153	Connie S. Osner	BOS Meeting 2/23/23		200.00	3,930,564.64
02/27/2023	5154	Karan L. Wienker	BOS Meeting 2/23/23		200.00	3,930,364.64
02/27/2023	22723ACH1	DUKE ENERGY	00 Solterra Blvd LITE 1/04 - 2/01		1,043.16	3,929,321.48
02/28/2023				180,507.99	75,905.75	3,929,321.48

EXHIBIT 28



PROPOSAL 336389

SOLTERRA RESORT CDD



Submitted to

CONTACT KYLA SEMINO
 ADDRESS C/O DPFM MANAGEMENT & CONSULTING
 250 INTERNATIONAL PARKWAY SUITE 208
 LAKE MARY FL 32746
 PHONE _____ FAX _____
 EMAIL KSemino@Evergreen-LM.com

ESTIMATE # 001-23-336389
 DATE 2/21/2023
 WRITTEN BY LISA JIMENEZ
 REFERENCE _____

Project Detail - Page 1

LOCATION SOLTERRA DISTANCE 50 COORDINATES _____
 PROJECT NAME STREET SIGN REORIENTATION

Items

		PRICE EACH	QTY	TOTAL
1	CONSTRUCTION, BAGGED CONCRETE	\$22.23	2	\$44.46
2	LABOR / INSTALLATION, INSTALL, ORLANDO, LOCAL 45+ QUOTED INSTALLATION	\$295.00	1	\$295.00
PRE-TAX TOTAL				\$339.46
EST TAX (.07)				\$0.00
TOTAL				\$339.46

Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

 ONSIGHT INDUSTRIES, LLC. RON SILVEIRA 2/22/2023
NAME DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



 SIGNATURE NAME DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634
 P: 407.830.8861 • F: 407.830.5569



EXHIBIT 29



**LICENSE AGREEMENT BY AND BETWEEN SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT AND ABRAHAM PERKOWSKI, REGARDING THE USE
OF CERTAIN DISTRICT PROPERTY**

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT
 (“**License Agreement**”) is made and entered into this 3rd day of February, 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, with a mailing address of c/o DPGF Management and Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”), and

ABRAHAM PERKOWSKI, an individual, with a mailing address of 1315 E. 37th Street, Brooklyn, New York 11210 (“**Licensee**” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains certain property identified as “Tract L-3” according to that certain plat entitled *Solterra Phase 2A1* recorded in Plat Book 158, Pages 50-53, in the public records of Polk County, Florida, as shown on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee approached the District and desires to make use of the recreational open space described above (“**License Area**”) for hosting a holiday event for District residents, their guests, and members of the community from April 2, 2023, through April 17, 2023, (“**Event**”); and

WHEREAS, the District is willing to allow the Licensee and its volunteers to make use of the License Area for the Event provided that such use does not impede the District’s operation of the License Area as a public improvement and so long as the terms and conditions set forth herein are met; and

WHEREAS, the District has determined that providing the Licensee with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and



WHEREAS, the District does not warrant that the License Area is suitable or fit for purposes requested by Licensee, but Licensee does believe it to be fit and suitable for Licensee's Event and Licensee acknowledges and understands that the District provides no warranties whatsoever; and

WHEREAS, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this License Agreement.

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive, revocable to use the License Area for the Event ("**License**"). In consideration for use of the License Area, Licensee agrees to the following conditions:

- A.** Licensee's access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District's property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize non-District property.
- B.** Licensee's access is limited to the Event taking place beginning on April 2, 2023, and ending on April 17, 2023, which includes set-up and take-down.
- C.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.
- D.** Licensee's use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the District's adopted Amenity Facilities Policies and Rates), and Licensee's use shall not interfere with the operation of the License Area as a public improvement.



- E. Proper non-permanent signage regarding parking and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of the Event.
- F. Licensee shall be solely responsible for all preparations necessary for the Event to be held on the License Area. The District and the Licensee agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of Licensee. Licensee understands and agrees that serving or selling of alcoholic beverages during the Event is strictly prohibited.
- G. Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Amenity Facilities Policies and Rates, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a District sponsored or affiliated event.
- H. Licensee agrees to make every reasonable effort to ensure that District property, including the License Area, is not damaged or injured and agrees to assume full responsibility for the use of the License Area by its vendors, Licensees, employees, agents, representatives, invitees or attendees during the preparations for, the conducting of, and the cleaning after the Event.
- i. **Repair.** Licensee agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, any District property which is damaged, destroyed, or otherwise impaired by Licensee's employees, vendors, Licensees, agents, representatives, invitees or attendees, incurred during, or as a result of, the preparations for, the conduct of, or the cleaning after the Event.
 - ii. **Cleaning.** Licensee shall be responsible for the costs to clean up the License Area and adjacent District property, including but not limited to proper disposal of trash/debris. Licensee agrees to return the License Area to its pre-Event condition immediately following the Event, but in no event later than 12:00 p.m. on the immediately succeeding day. Any unattended property or personal belongings may be removed by District staff, with no liability for removing the same, if the same is not removed within twenty-four (24) hours following the Event.
 - iii. **District Evaluation.** The District Manager, or his or her designee, may evaluate the License Area after the Event and shall notify Licensee of any cleaning, repair or other restoration deemed



necessary as a result of, or arising out of, the event or due to failure by Licensee to comply with the provisions of this Agreement. If Licensee fails, after the notification, to timely perform such cleaning, repair or other restoration to the satisfaction of the District, the District Manager, or his or her designee, may perform, or cause to be performed, such cleaning, repair or other restoration to be made at Licensee's cost, and such cost incurred by the District shall be reimbursed by Licensee upon demand by the District Manager. Such reimbursement shall be made as soon as possible, but in no even later than fourteen (14) days after the District Manager submits the reimbursement for costs.

3. EVENT INSURANCE. Licensee agrees to obtain and maintain commercial general liability insurance ("**Event Insurance**") for use of the License Area during the Event. The Event Insurance shall, at minimum, provide one million dollars (\$1,000,000) in commercial general liability coverage for each occurrence and shall name the District and its supervisors, officers, employees, agents, and representatives as additional insureds. Licensee agrees to furnish a certificate to the District showing compliance with this Section prior to the Event. Licensee understands and agrees that failure to provide a certificate of Event Insurance as required by this Section may cause the District to cancel the event, without prior notice.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Licensee agrees to follow all Federal, State, County, City and District rules, policies and regulations when holding the Event and assumes all liability for any fines, notices, or violations the District receives as a result of the Event. This includes acquiring all the proper permits and documentation for the Event and complying with any relevant statutes, rules, ordinances, regulations or other laws.

6. INDEMNIFICATION.

A. Licensee agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of or related to the Event, including but not limited to intentional act or



negligence of Licensee, its employees, vendors, Licensees, guests, participants or agents, and/or as a result of Licensee's breach of any of its obligations under this Agreement. Provided, however, this indemnity excludes any claims or cause of action arising from or related to the District's gross negligence or willful misconduct. Licensee further agrees that 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, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

- B. Obligations under this License Agreement shall include, but are not limited to, all costs including the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and other related expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interests accrued against the District.
- C. In the event that the District is required to enforce this License Agreement by court proceedings or otherwise, then the District shall be entitled to recover from Licensee all costs incurred, including reasonable attorneys' fees.

7. **ENFORCEMENT OF LICENSE AGREEMENT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

8. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **DPFG Management and Consulting, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the



District, at no cost, all public records in the Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, LKRAUSE@DPFGMC.COM, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

9. CONTROLLING LAW; VENUE; REMEDIES. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

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

11. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

12. ENTIRE AGREEMENT. This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the Event taking place from April 2, 2023, through April 17, 2023.

[Signatures on the following page]



IN WITNESS WHEREOF, the Parties execute this License Agreement the day and year first written above.

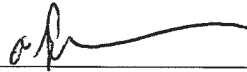
**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**



3/23/2023

Chairperson, Board of Supervisors

ABRAHAM PERKOWSKI



3/1/23

By: _____
Its: _____

Exhibit A: License Area



