



**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

*Budget Workshop
and
Regular Meeting*

Date/Time:

Friday

June 2, 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 Budget Workshop and Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District is scheduled for **Friday, June 2, 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, June 2, 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

II. Audience Comments – Agenda Items

(Limited to 3 minutes per individual for agenda items)

III. Guest Presentation – Vesta Amenity Services

IV. Supervisor Appointment

A. Discussion on Appointment of New Supervisor

1. Acceptance of Supervisor Resignation Vacating Seat 4 [Exhibit 1](#)
2. Consideration of Candidates [Exhibit 2](#)
3. Administration of Oath of Office *To Be Distributed*
4. Review of Public Records and Government in the Sunshine *To Be Distributed*
5. Distribution of New Supervisor Information/Form 1 *To Be Distributed*

- B. Consideration and Adoption of **Resolution 2023-08, Removing and Appointing Secretary** (or **Designating Officers**) [Exhibit 3](#)

V. Budget Workshop

- A. Review of the Proposed FY 2024 Preliminary Budget and Discussion on Community O&M Needs [Exhibit 4](#)

VI. Business Items

- A. Consideration and Adoption of **Resolution 2023-09, Approving the FY 2024 Proposed Budget and Setting Public Hearing** [Exhibit 5](#)
- B. Update on Entrance Queuing Lane Project – *Kimley Horn* [Exhibit 6](#)
- C. Security and Safety Matters
1. Ratification of Temporary FTI Agreement *Under Separate Cover*
 2. Ratification of Accurate Electronics Agreement *Under Separate Cover*
 3. Approval of OnSight Stop Sign Repair at Oak Moss & Oak Reflection Loop Proposal - \$339.46 [Exhibit 7](#)

V. Business Items (Continued)

D. Vendor Reports

1. Aquatic Maintenance – *Steadfast Environmental* [Exhibit 8](#)
2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape* [Exhibit 9](#)
 - a. Landscape Report
 - b. Review of Soil pH Testing Results
 - c. Ratification of Irrigation Clock #1 ADM Replacement - \$2,346.24
 - d. Consideration of Entry Planter Refurbishment - \$1,000.00
 - e. Ratification of Polk County Water Violation Fine - \$500.00
 - f. Update on Overflow Parking Lot Resurfacing
3. HOA Management – *Evergreen Lifestyles Management*
4. Amenity Manager – *Diana Garcia, Evergreen Lifestyles Management*
 - a. For Consideration:
 - i. Amenity Staffing [Exhibit 10](#)
 - ii. Samdri Pool Service Revised Proposal (Weekly Pool Maintenance and Chemical Supply for Pool, Spa, and Lazy River) - \$6,500.00/month [Exhibit 11](#)
 - iii. Holiday Lighting Proposals [Exhibit 12](#)
 - A) Captain Carnival - \$10,086.00
 - B) Christmas Lighting Company - \$4,888.00
 - iv. A&A Playground Services Playground Equipment Replacement Proposal [Exhibit 13](#)
 - v. Pool Monitor Chair [Exhibit 14](#)
 - vi. Polywood Outdoor Furniture [Exhibit 15](#)
 - vii. Community Signage [Exhibit 16](#)
 - b. For Discussion:
 - i. Cabana Upgrades
 - ii. Placing Vending Machines and Sundries in the Clubhouse



V. Business Items (Continued)

- D. Vendor Reports (Continued)
 - 4. Amenity Manager (Continued)
 - c. Updates:
 - i. Clubhouse Furniture Replacement Order [Exhibit 17](#)
 - ii. Proposals for Fitness Center Water Service
 - iii. Proposals for Electrical Outlet Installation at Roundabouts/Islands
 - iv. Lifestyle Events Schedule
- E. Consideration of Fireman Tom Semi-Annual Cleaning Proposal - \$450.00 [Exhibit 18](#)
- F. Discussion on Landscape Maintenance Service
- G. Discussion on Café Costs and Benefits [Exhibit 19](#)
- H. Discussion on Policies and Procedures [Exhibit 20](#)
 - 1. Amenity Hours
 - 2. Amenity Access
 - 3. Cabana Rentals
 - 4. Proper Use of Surplus Property
- I. Consideration and Adoption of **Resolution 2023-10, Setting Public Hearing on Amended Amenity Facility Rules and Policies** [Exhibit 21](#)

VII. Staff Reports

- A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*
 - 1. Update on Entrance Project Financing
 - 2. Consideration of Conveyance of Phase 2B Tract B-2 [Exhibit 22](#)
 - 3. Consideration of Supervisor Code of Conduct [Exhibit 23](#)
- B. District Engineer – *Tonja Stewart, Stantec*
- C. District Manager – *Kyle Darin, Vesta District Services*
 - 1. Discussion on Adding Draft Agenda Packets to CDD Website Documents Section



VIII. Consent Agenda

- A. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held February 23, 2023 [Exhibit 24](#)
- B. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held April 7, 2023 [Exhibit 25](#)
- C. Consideration For Acceptance – The April 2023 Unaudited Financial Report [Exhibit 26](#)
- D. Notification of Polk County Supervisor of Elections Elector Count - 280 [Exhibit 27](#)
- E. Ratification of Pro-Tech Air Conditioning & Plumbing Service Guardhouse AC Repair - \$426.44 [Exhibit 28](#)

IX. Audience Comments – New Business

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

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, July 7th, 2023 at the Solterra Resort Amenity Center [5200 Solterra Blvd., Davenport, FL 33837])

XIII. Adjournment



EXHIBIT 1



Shirley M. Conley

From: tonycrawford1978 <tonycrawford1978@yahoo.com>
Sent: Wednesday, May 24, 2023 11:45 AM
To: Kyle T. Darin
Cc: Shirley M. Conley
Subject: RE: Solterra

Kyle,
Due to personal circumstances and the sale of my home within the next few months, I regrettably have to resign from my position on the CDD board effective immediately. Please advertise that the position is now available so we can hopefully get a nominee to attend for the next meeting in time to be a part of the budget for next yr. Thank you for everything I, and if you need anything from me, please let me know.

v/r,
Supervisor Tony Crawford

Sent via the Samsung Galaxy S22 Ultra 5G, an AT&T 5G smartphone



EXHIBIT 2



Contact

www.linkedin.com/in/brianmeert
(LinkedIn)
www.brianmeert.com (Other)
www.advertisemint.com (Other)

Top Skills

Facebook Ads
Digital Marketing
Advertising

Certifications

Facebook Certified Planning
Professional

Brian Meert

Digital Advertising Executive (FB Ads, TikTok Ads, Google Ads, Amazon Ads) | \$500M+ in Managed Ad Spend | MBA
Orlando, Florida, United States

Summary

I help companies improve results from their Facebook ads. Entrepreneur with 15+ years of experience in digital marketing and advertising.

Experience

AdvertiseMint, Inc.

CEO

June 2014 - Present (9 years)

7080 Hollywood Blvd, Los Angeles CA 90028

AdvertiseMint is a digital advertising agency that helps successful companies find cost-effective ways to reach their customers through Facebook ads.

The Duke of Digital Podcast

The Duke

October 2019 - Present (3 years 8 months)

Hollywood, CA

Host of the daily podcast discussing social media, digital advertising and e-commerce.

www.dukeofdigital.com

American Bullion Inc.

Vice President of Internet Marketing

October 2012 - July 2014 (1 year 10 months)

Greater Los Angeles Area

American Bullion is the trusted leader for adding precious metals to Self-Directed IRA's.

Handbago.com

Founder

2010 - January 2013 (3 years)

Woodland Hills, CA

An online marketplace for handbag designers to promote and sell their products online. Directed overall strategy and web development to meet milestones for site launch, designer account acquisition, content generation and e-commerce sales.

JobSync, Inc.

Vice President of Marketing

2012 - 2012 (less than a year)

Santa Monica, CA

A venture backed start-up based in Santa Monica, JobSync matches candidates to jobs that fit them best. JobSync's proprietary technology has now been used by more than 20 Fortune 500 companies to find great talent for their open positions.

Fremont College

Director of Marketing

2009 - 2010 (1 year)

Los Angeles, CA

An emerging For-Profit College focused on legal, business, wellness and fashion verticals. Directed an amazing in-house marketing team and several agencies to increase student leads while optimizing ROI. Marketing campaigns included local SEM campaigns, SEO, pay-per-lead, direct mail, billboards, student retargeting and social media. Also managed media buying, video production and oversaw a redesign and relaunch of the Fremont.edu website on Drupal 6.

Gofobo.com

Founder

2007 - 2009 (2 years)

Burbank, CA

Gofobo is an online start-up that revolutionized e-ticketing for advance movie screenings. A joint venture between Allied Advertising and Terry Hines & Associates, Gofobo was a second generation rebuild of FilmMetro.com, an e-ticketing solution acquired in 2007. Gofobo is now utilized by almost every major studio and over 40 publicity and promotions field agencies across the US.

Oversaw website architecture, systems design, site layout, usability, email marketing, search engine optimization, business development, content management, training, sales and customer service.



Panda Security

Director E-commerce Marketing & Sales

2004 - 2007 (3 years)

Glendale, CA

A leading company in the computer security industry. Increased the annual e-commerce revenue from \$6 Million per year to \$13 Million per year by improving customer renewal rates, launching an affiliate program and optimizing the customer trial-to-purchase process. Managed third party e-commerce platform with 50-250 daily transactions. Utilized analytics to optimize paid search campaigns, landing pages and provide PR department with targeted keywords. Oversaw all online branding for Panda Antivirus and Panda Internet Security consumer products.

Allied Integrated Marketing

Assistant Marketing Manager

2003 - 2004 (1 year)

Hollywood, CA

The nation's largest entertainment agency for print advertising, promotions, and publicity. Managed mass media promotional and screening campaigns in the Los Angeles market for feature films such as Lord of The Rings: The Return of the King, Napoleon Dynamite, and The Notebook.

Altek Media Group

Marketing Internship

2002 - 2003 (1 year)

Riverside, CA

Reported directly to the CEO and assisted with lead generation, business development and sales. Also assisted the creative department with storyboards, script writing, filming and post production. Main clients included the City of Riverside, Anchos Restaurant, and the URC's Money Talks program.

Maranatha Volunteers International

Project Coordinator

1999 - 2002 (3 years)

Sacramento, CA

Led several groups of 30-100 people on short-term volunteer trips to build churches, schools and orphanages in Mexico, Ecuador and Dominican Republic. Attended projects as a volunteer to Costa Rica, Kiribati Island, India and Peru.

Education

La Sierra University

MBA, Marketing · (2002 - 2003)

Walla Walla College

BA · (1999 - 2002)



Bobby Voisard

4014131468 | rvoisard1468@gmail.com | Davenport, FL 33837

SUMMARY

I am a hard-working individual and believe in teamwork, I have worked in numerous different environments and situations.

SKILLS

Supervision & Leadership
Training & Development

Critical Thinking
Public Safety

EXPERIENCE

Chief, FSW First Response, November 1, 2022-Current
Leesburg FL

Field Chief of Operations.

I am responsible for supervision and training of all officers.

Colonel, Metropolitan Public Safety, January 2011-October 2022
West Warwick, RI

Colonel of daily operations overseeing between 15-20 officers.

K9 handler since 2013 nationally certified narcotics detection from 2013-2015

K9 handler patrol and explosive detection from 2016-current

EDUCATION AND TRAINING

GED

City of Cranston , February 2004

ACCOMPLISHMENTS

2019 University of Rhode Island Police Department Outstanding Service Award.

CERTIFICATIONS

Rhode Island K9 Academy Patrol/Narcotics 2013-2015

North American Police Work Dog Association Explosive Detection 2016-current

American Police Canine 2021-current



EXHIBIT 3



RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING A SECRETARY OF THE DISTRICT BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove a Secretary the District Board of Supervisors.

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

SECTION 1. Kyle Darin is appointed Secretary of the District’s Board of Supervisors.

SECTION 2. The previously appointed Secretary is hereby removed.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors



EXHIBIT 4



SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ACTUALS	YTD 10/2022-3/2023	FY 2023 ADOPTED	FY 2024 PROPOSED	VARIANCE FY23 TO FY24
1 REVENUE					
2 SPECIAL ASSESSMENTS ON-ROLL (Net)	\$ 2,080,112	\$ 2,662,146	\$ 2,851,513	\$ 3,633,944	\$ 782,431
3 SOLTERRA RESORT HOA FUNDING FOR SHERIFF	1,275	7,200	21,000	-	(21,000)
4 ENTRY FEES				-	-
5 MISCELLANEOUS REVENUE	38,973	2,096	-	-	-
6 INTEREST			-	-	-
7 FUND BALANCE FORWARD			-	-	-
8 TOTAL REVENUE	2,120,360	2,671,442	2,872,513	3,633,944	761,431
9 EXPENDITURES					
10 GENERAL ADMINISTRATIVE:					
12 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	1,400	2,400	12,000	12,000	-
13 DISTRICT MANAGEMENT	42,400	21,880	43,760	46,000	2,240
14 MASS MAILING & PRINTING	1,652	549	1,500	1,700	200
15 LEGAL ADVERTISING	1,559	556	1,500	1,600	100
16 BANK FEES	839		500	900	400
17 REGULATORY & PERMIT FEES	200	175	250	250	-
18 AUDITING SERVICES	2,600		3,000	3,000	-
19 DISTRICT ENGINEER	8,542	6,063	10,000	10,000	-
20 LEGAL SERVICES - GENERAL COUNSEL	36,005	35,170	25,000	36,000	11,000
21 COUNTY ASSESSMENT COLLECTION CHARGES	36,337	668	25,000	36,000	11,000
22 WEBSITE SETUP & ADMINISTRATION	2,015	1,575	2,015	2,015	-
23 MISCELLANEOUS EXPENSES	1,457	1,373		20,000	20,000
24 TOTAL GENERAL ADMINISTRATIVE	135,006	70,408	124,525	169,465	44,940
25 INSURANCE:					
27 INSURANCE (General Liability & Public Officials, & Property)	33,311	34,215	36,880	44,256	7,376
28 TOTAL INSURANCE	33,311	34,215	36,880	44,256	7,376
29 DEBT SERVICE ADMINISTRATION:					
31 ARBITRAGE REPORTING	650	650	750	750	-
32 DISSEMINATING AGENT	6,000	4,800	4,800	4,800	-
33 TRUSTEE FEES	12,337	18,337	17,000	17,000	-
34 TOTAL DEBT SERVICE ADMINISTRATION	18,987	23,787	22,550	22,550	-
35 UTILITIES:					
37 GAS	58,227	30,973	75,000	78,750	3,750
38 ELECTRICITY	259,308	113,578	277,908	291,803	13,895
39 WATER	118,008	68,903	99,730	138,600	38,870
40 TOTAL UTILITIES	500,724	213,454	452,638	509,153	56,515
41 SECURITY:					
43 SECURITY MONITORING - MAIN ENTRANCE & POOL	42,905	7,533	31,200	45,000	13,800
44 SECURITY SYSTEM - MAIN ENTRANCE	38,977	16,222	2,400	40,000	37,600
45 SECURITY - ACCESS CARDS	1,815		5,500	5,500	-
46 SECURITY - PENALTY FALSE ALARM	4,172	508	8,500	8,500	-
47 SECURITY- GUARDHOUSE - STAFFING	159,734	94,051	350,000	500,000	150,000
48 SECURITY GUARDHOUSE- MANAGEMENT	4,400		-	-	-
49 SECURITY - PATROL			42,000	50,000	8,000
50 GATE MAINTENANCE & REPAIR	6,057	4,942	10,000	10,000	-
51 PHONE & INTERNET (GUARDHOUSE)	1,788	4,079	5,100	5,100	-
52 TOTAL SECURITY	259,848	127,334	454,700	664,100	209,400

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ACTUALS	YTD 10/2022-3/2023	FY 2023 ADOPTED	FY 2024 PROPOSED	VARIANCE FY23 TO FY24	
53						
54	CLUBHOUSE/AMENITY ADMINISTRATION:					
55	STAFFING: AMENITY MANAGEMENT	76,200	19,830	50,000	80,000	30,000
56	STAFFING: LIFESTYLE & POOL MONITORING	179,939	130,741	550,000	550,000	-
57	CLUBHOUSE FACILITY MAINTENANCE-CLEANING	49,095	45,013	45,000	74,400	29,400
58	CLUBHOUSE MAINTENANCE & REPAIRS	10,470	1,349	20,000	20,000	-
59	CLUBHOUSE & LIFESTYLE SUPPLIES	48,286	5,776	60,000	60,000	-
60	CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE			500	500	-
61	PEST CONTROL & TERMITE BOND	16,518		13,200	20,000	6,800
62	WATER AND VENDING SERVICES	620	321	7,000	7,000	-
63	BACKGROUND CHECK & DRUG TESTING			750	750	-
64	SOCIAL ACTIVITY & MOVIE LICENSE	700			1,000	1,000
65	PHONE & INTERNET (CLUBHOUSE)	11,249	2,831	12,514	12,514	-
66	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	393,077	205,861	758,964	826,164	67,200
67						
68	LANDSCAPE/PROPERTY MAINTENANCE:					
69	POND & WETLAND MAINTENANCE	33,236	14,358	53,800	53,800	-
70	LANDSCAPE MAINTENANCE - CONTRACT	213,301	83,262	194,400	250,000	55,600
71	LANDSCAPE REPLINISHMENT	39,370	55,782	116,667	116,667	-
72	IRRIGATION REPAIRS & MAINTENANCE	19,508	3,223	20,000	20,000	-
73	ASPHALT PAVEMENT REPAIR & MONITORING	16,690		25,000	25,000	-
74	LANDSCAPE/PROPERTY CONTINGENCY	857		122,000	64,400	(57,600)
75	COMPREHENSIVE FIELD SERVICES	10,000	5,030	10,000	12,000	2,000
76	TOTAL LANDSCAPE/PROPERTY MAINTENANCE	332,962	161,654	541,867	541,867	-
77						
78	FACILITY MAINTENANCE:					
79	POOL SERVICE - CONTRACT	29,891		78,000	150,000	72,000
80	REPAIRS & MAINTENANCE - POOL & LAZY RIVER	84,453	54,689		10,000	10,000
81	POOL PERMIT	700		850	850	-
82	SLIDE MAINTENANCE & REPAIRS			2,500	2,500	-
83	SIGNAGE	1,082	10,092	2,000	2,000	-
84	ATHLETIC FACILITIES MAINT. & FITNESS EQUIP. REPAIR	2,920	3,743	10,000	10,000	-
85	REFUSE DUMPSTER SERVICE	65,182	31,795	70,000	70,000	-
86	PRESSURE WASHING	3,000	5,076	15,000	15,000	-
87	CONTINGENCY	841	4,920	6,000	46,000	40,000
88	TOTAL FACILITY MAINTENANCE	188,069	110,316	184,350	306,350	122,000
89						
90	CAPITAL IMPROVEMENT & RESERVES					
91	CAPITAL IMPROVEMENT	17,000	27,584	196,039	196,039	-
92	CAPITAL IMPROVEMENT SPECIAL ASSESSMENT				250,000	250,000
93	RESERVE STUDY				4,000	4,000
94	INCREASE FOR OPERATING CAPITAL RESERVE			100,000	100,000	-
95	TOTAL CAPITAL IMPROVEMENTS	17,000	27,584	296,039	550,039	254,000
96						
97	EXPENDITURES	\$1,813,803	\$974,614	\$2,872,513	\$3,633,944	\$761,431
98						
99	EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	306,557	1,696,827	-	-	-

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET

CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	VENDOR	AMOUNT	COMMENTS (SCOPE OF SERVICE)
1 GENERAL ADMINISTRATIVE:			
2 SUPERVISOR FEES & RELATED EXPENDITURES	LEGISLATIVE	\$ 12,000	Increase from \$2K budgeted in FY 22; Assumes 5 supervisors at \$200 per meeting for 12 meetings
3 DISTRICT MANAGEMENT	VESTA	\$ 46,000	
4 MASS MAILING & PRINTING	TAMPA PRINT SERVICES	\$ 1,700	Increased to match FY22 actuals
5 LEGAL ADVERTISING	THE LEDGER	\$ 1,600	X6 MEETING NOTICES AND X3 PUBLIC HEARINGS
6 BANK FEES	WELLS FARGO	\$ 900	
7 REGULATORY AND PERMIT FEES	FL DEPART. OF ECONOMIC OPPORTUNITY	\$ 250	Assumes 43% increase based on current spending
8 AUDITING SERVICES	DMHB	\$ 3,000	Assumes 5% increase each year...Contract is for \$2,600 for the year ending 2021.
9 DISTRICT ENGINEER	STANTEC CONSULTING	\$ 10,000	AGREEMENT 37 & 46
10 LEGAL SERVICES - GENERAL COUNSEL	KVW LAW	\$ 36,000	
11 COUNTY ASSESSMENT COLLECTION CHARGES	POLK COUNTY	\$ 36,000	
12 WEBSITE SET UP & ADMINISTRATION	CAMPUS SUITE	\$ 2,015	No change over FY 2023
13 MISCELLANEOUS EXPENSES		\$ 20,000	
14 TOTAL GENERAL ADMINISTRATIVE:		\$ 169,465	
15 INSURANCE:			
16 INSURANCE (General Liability & Public Officials)	EGIS INSURANCE	\$ 44,256	Represents 20% increase over FY23
17 TOTAL INSURANCE:		\$ 44,256	
18 DEBT SERVICE ADMINISTRATION:			
19 ARBTAGE REPORTING	LLS TAX SOLUTIONS	\$ 750	The 2013 is not tax exempt so arbitrage not required. The Series 2014 falls under small issuance and arbitrage reporting is not required.
20 DISSEMINATING AGENT	VESTA	\$ 4,800	DPFG has proposed to provide these services at \$4,800 for all Series of Debt (saving the District \$4,200)
21 TRUSTEE FEES	US BANK	\$ 17,000	CONFIRMED WITH BANK TRUSTEE. INCLUDES AMOUNTS FOR SERIES 2013, 2014, AND SERIES 2018; FY 22 Budgeted amount is \$12,337; represents 27.43% increase if CDD takes additional bond
22 TOTAL DEBT SERVICE ADMINISTRATION:		\$ 22,550	
23 UTILITIES:			
24 GAS	FLORIDA PUBLIC UTILITIES	\$ 78,750	assumes a 5% increase over FY23 (POOL HEATERS)
25 ELECTRICITY	DUKE ENERGY	\$ 291,803	assumes a 5% increase over FY23, STREETLIGHTS, AMENITY, GUARD & PUMP
26 WATER	POLK COUNTY UTILITIES	\$ 138,600	\$32k added for reclaimed water - assumes a 5% increase over FY23
27 TOTAL UTILITIES		\$ 509,153	
28 SECURITY:			
29 SECURITY MONITORING - MAIN ENTRANCE & CLUBHOUSE	PROPTIA	\$ 45,000	
30 SECURITY SYSTEM - MAIN ENTRANCE	FLOCK	\$ 40,000	
31 SECURITY - ACCESS CARDS	PROPTIA	\$ 5,500	Guest passes
32 SECURITY - PENALTY FALSE ALARM		\$ 8,500	
33 SECURITY - GUARDHOUSE - STAFFING	FTI	\$ 500,000	
34 SECURITY - GUARDHOUSE - MANAGEMENT			Provided in house through onsite management/remove this item in 2023
35 SECURITY - PATROL	OFF DUTY POLK COUNTY SHERIFF	\$ 50,000	
36 GATE MAINTENANCE AND REPAIR		\$ 10,000	MISCELLANEOUS GATE MAINTENANCE AND REPAIR. Additional amount of \$125 per month for gate maintenance contract
37 PHONE & INTERNET (GUARDHOUSE)	SPECTRUM (BRIGHTHOUSE)	\$ 5,100	
38 TOTAL SECURITY		\$ 664,100	
39 CLUBHOUSE/AMENITY ADMINISTRATION:			
40 STAFFING: AMENITY MANAGEMENT	EVERGREEN	\$ 80,000	General Manager
41 STAFFING: LIFESTYLE & POOL MONITORING	EVERGREEN	\$ 550,000	LIFESTYLE: Lifestyles/assistant manager, maintenance porter, concierge. POOL MONITORING
42 CLUBHOUSE FACILITY MAINTENANCE-CLEANING	Amenity Services LLC	\$ 74,400	\$4,000 PER MONTH+ \$2,000 PER MONTH PORTER + SUPPLIES
43 CLUBHOUSE MAINTENANCE & REPAIRS	Pro-Tech	\$ 20,000	AS NEEDED; \$15,000 budgeted in FY 22; 33% increase LARRY **For FY 2024 add Pro Tech A/C Quarterly Maintenance Agreement (5 systems) \$2,607/yr

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET

CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	VENDOR	AMOUNT	COMMENTS (SCOPE OF SERVICE)
44 CLUBHOUSE & LIFESTYLE SUPPLIES	EVERGREEN	\$ 60,000	SOCIAL ACTIVITIES & MOVIE LICENSE; CLUBHOUSE SUPPLIES AND UNIFORMS
45 CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE	EVERGREEN	\$ 500	AS NEEDED
46 PEST CONTROL & TERMITE BOND		\$ 20,000	INCLUDING 1ST YEAR EQUIPMENT
47 WATER AND VENDING SERVICES		\$ 7,000	
48 BACKGROUND CHECK & DRUG TESTING	EVERGREEN	\$ 750	
49 SOCIAL ACTIVITY & MOVIE LICENSE		\$ 1,000	
50 PHONE & INTERNET (CLUBHOUSE)	SPECTRUM (BRIGHTHOUSE)	\$ 12,514	
51 TOTAL CLUBHOUSE/AMENITY ADMINISTRATION:		\$ 826,164	
52 LANDSCAPE/PROPERTY MAINTENANCE:			
53 POND & WETLAND MAINTENANCE	STEADFAST	\$ 53,800	Monthly Aquatic maintenance of 15 sites. Additional \$5,000 for misc. aquatic maint. Includes \$5000 for report and \$10,000 for any mitigation and \$10,000 for aquatic plant replenishment
54 LANDSCAPE MAINTENANCE - CONTRACT	YELLOWSTONE	\$ 250,000	
55 LANDSCAPE REPLENISHMENT & ENHANCEMENT	YELLOWSTONE	\$ 116,667	
56 IRRIGATION REPAIRS & MAINTENANCE	YELLOWSTONE	\$ 20,000	
57 ASPHALT PAVEMENT REPAIRS & MAINTENANCE		\$ 25,000	Sewer lines, grouting and curb repair.
58 LANDSCAPE/PROPERTY CONTINGENCY		\$ 64,400	
59 COMPREHENSIVE FIELD SERVICES	VESTA	\$ 12,000	Directs day to day operations of District. Schedule vendors and inspect their work, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board.
60 TOTAL LANDSCAPE/PROPERTY MAINTENANCE:		\$ 541,867	
61 FACILITY MAINTENANCE:			
62 POOL SERVICE - CONTRACT		\$ 150,000	BASED ON CURRENT PROPOSALS
63 REPAIRS & MAINTENANCE - POOL & LAZY RIVER		\$ 10,000	
64 POOL PERMIT	N/A	\$ 850	FIXED FEE; ANNUAL COMPLIANCE
65 SLIDE MAINTENANCE & REPAIRS	COM-PAC FILTRATION	\$ 2,500	
66 SIGNAGE		\$ 2,000	
67 ATHLETIC FACILITIES MAINTENANCE & FITNESS EQUI REPAIR		\$ 10,000	
68 REFUSE DUMPSTER SERVICE	IDEAL DUMPSTER	\$ 70,000	
69 MISCELLANEOUS-INCLUDES PRESSURE WASHING		\$ 15,000	INCLUDES AMOUNTS FOR FACILITY AND GUARDHOUSE TO BE PRESSURE WASHED
70 CONTINGENCY		\$ 46,000	
71 TOTAL FACILITY MAINTENANCE:		\$ 306,350	
72 CAPITAL IMPROVEMENT		\$ 196,039	
73 CAPITAL IMPROVEMENT SPECIAL ASSESSMENT		\$ 250,000	Potential special assessment in lieu of line of credit with bank
74 RESERVE STUDY		\$ 4,000	
75 INCREASE IN OPERATING CAPITAL RESERVE		\$ 100,000	
76 TOTAL EXPENDITURES		\$ 3,633,944	



**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
ASSESSMENT ALLOCATION**

SOLTERRA RESORT BUDGET	
GENERAL ADMINISTRATIVE (90%)	\$152,518.50
INSURANCE (90%)	\$39,830.40
DEBT ADMINISTRATION (90%)	\$20,295.00
UTILITIES (92%)	\$468,421.13
SECURITY (90%)	\$597,690.00
CLUBHOUSE/AMENITY ADMIN (90%)	\$743,547.60
LANDSCAPE MAINTENANCE (100%)	\$541,867.00
FACILITY MAINTENANCE (90%)	\$275,715.00
CAPITAL IMPROVEMENTS (90%)	\$495,035.10
LESS: ENTRY FEE REVENUES (90%)	\$0.00
NET O&M BUDGET	\$3,334,919.73
COUNTY COLLECTION COSTS	\$143,437.41
EARLY PAYMENT DISCOUNT	\$107,578.06
GROSS O&M ASSESSMENT	\$3,585,935.19

SOLTERRA SPRINGS BUDGET	
GENERAL ADMINISTRATIVE (10%)	\$16,946.50
INSURANCE (10%)	\$4,425.60
DEBT ADMINISTRATION (10%)	\$2,255.00
UTILITIES (8%)	\$40,732.27
SECURITY (10%)	\$66,410.00
CLUBHOUSE/AMENITY ADMIN (10%)	\$82,616.40
LANDSCAPE MAINTENANCE (0%)	\$0.00
FACILITY MAINTENANCE (10%)	\$30,635.00
CAPITAL IMPROVEMENTS (10%)	\$55,003.90
LESS: ENTRY FEE REVENUES (90%)	\$0.00
NET O&M BUDGET	\$299,024.67
COUNTY COLLECTION COSTS	\$12,861.28
EARLY PAYMENT DISCOUNT	\$9,645.96
GROSS O&M ASSESSMENT	\$321,531.91

UNIT SIZE & PHASE	UNITS ASSESSED				ALLOCATION OF RESORT O&M ASSESSMENT				
	O&M	SERIES 2013 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
AA1									
TOWNHOME	100	100			1.00	100.0	9.34%	\$334,821.21	\$3,348.21
SINGLE FAMILY 50'	230	230			1.00	230.0	21.48%	\$770,088.79	\$3,348.21
SINGLE FAMILY 70'	95	95			1.00	95.0	8.87%	\$318,080.15	\$3,348.21
AA2									
SINGLE FAMILY 40'-50'	146		146		1.00	146.0	13.63%	\$488,838.97	\$3,348.21
SINGLE FAMILY 70'	59		59		1.00	59.0	5.51%	\$197,544.52	\$3,348.21
AA3									
TOWNHOME	120			120	1.00	120.0	11.20%	\$401,785.46	\$3,348.21
SINGLE FAMILY 40'-50'	100			100	1.00	100.0	9.34%	\$334,821.21	\$3,348.21
SINGLE FAMILY 50'	171			171	1.00	171.0	15.97%	\$572,544.27	\$3,348.21
SINGLE FAMILY 70'	50			50	1.00	50.0	4.67%	\$167,410.61	\$3,348.21
SOLTERRA SPRINGS									
SINGLE FAMILY 50' (PPMT)	55			55					
SINGLE FAMILY 50'	63			63					
	1189	425	205	559		1071.0	100.00%	\$3,585,935.19	

ALLOCATION OF SPRINGS O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
1.00	55.0	46.61%	\$149,866.57	\$2,724.85
1.00	63.0	53.39%	\$171,665.34	\$2,724.85
	118.0	100.00%	\$321,531.91	

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT ⁽²⁾				PROPOSED TOTAL PER UNIT ⁽³⁾
	TOTAL O&M PER LOT	SERIES 2013 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE	
AA1					
TOWNHOME	\$3,348.21	\$693.61			\$4,041.82
SINGLE FAMILY 50'	\$3,348.21	\$1,261.11			\$4,609.32
SINGLE FAMILY 70'	\$3,348.21	\$1,450.27			\$4,798.48
AA2					
SINGLE FAMILY 40'-50'	\$3,348.21		\$1,301.00		\$4,649.21
SINGLE FAMILY 70'	\$3,348.21		\$1,496.15		\$4,844.36
AA3					
TOWNHOME	\$3,348.21			\$745.44	\$4,093.66
SINGLE FAMILY 40'-50'	\$3,348.21			\$1,259.95	\$4,608.16
SINGLE FAMILY 50'	\$3,348.21			\$1,355.55	\$4,703.76
SINGLE FAMILY 70'	\$3,348.21			\$1,427.51	\$4,775.73
SOLTERRA SPRINGS					
SINGLE FAMILY 50' (PPMT)	\$2,724.85			\$1,124.21	\$3,849.06
SINGLE FAMILY 50'	\$2,724.85			\$1,355.55	\$4,080.39

FY 2023 PER LOT	\$ VARIANCE PER YEAR	\$ VARIANCE PER MONTH
\$3,333.69	\$708.13	\$59.01
\$3,901.19	\$708.13	\$59.01
\$4,090.35	\$708.13	\$59.01
\$3,941.08	\$708.13	\$59.01
\$4,136.23	\$708.13	\$59.01
\$3,385.53	\$708.13	\$59.01
\$3,900.03	\$708.13	\$59.01
\$3,995.63	\$708.13	\$59.01
\$4,067.60	\$708.13	\$59.01
\$3,146.37	\$702.69	\$58.56
\$3,377.71	\$702.69	\$58.56

⁽¹⁾ Reflects the total number of lots with Series 2013, 2014 and 2018 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2013, 2014 and 2018 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2023 County property tax bill. Amount shown includes all applicable county collection costs (3%) and early payment discounts (up to 4% if paid early).

**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
DEBT SERVICE OBLIGATION**

	SERIES 2013	SERIES 2014	SERIES 2018	TOTAL BUDGET
REVENUE				
ASSESSMENT ON -ROLL (NET MADS)	462,388	258,744	618,463	1,339,594
TOTAL REVENUE	462,388	258,744	618,463	1,339,594
EXPENDITURES				
INTEREST				
May 1, 2024	176,194	84,572	226,253	487,019
November 1, 2024	176,194	84,572	222,334	483,100
PRINCIPAL				
May 1, 2024			165,000	165,000
November 1, 2024	110,000	85,000		195,000
TOTAL EXPENDITURES	462,388	254,144	613,588	1,330,119
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ 4,600	\$ 4,875	\$ 9,475
FUND BALANCE - ENDING	\$ -	\$ 4,600	\$ 4,875	\$ 9,475

Net Debt Service Assessments	1,339,594
County Collection Costs (3%) and Early Payment Discounts (4%)	100,830
Gross Debt Service Assessments	\$ 1,440,423

**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
4/23/2013	\$ -		\$ -	\$ -	\$ -	\$ 5,420,000
11/1/2013			210,332	210,332	210,332	5,420,000
5/1/2014	-		201,381	201,381		5,420,000
11/1/2014	55,000	6.50%	201,381	256,381	457,763	5,365,000
5/1/2015	-		199,594	199,594		5,365,000
11/1/2015	60,000	6.50%	199,594	259,594	459,188	5,305,000
5/1/2016	-		197,644	197,644		5,305,000
11/1/2016	65,000	6.50%	197,644	262,644	460,288	5,240,000
5/1/2017	-		195,531	195,531		5,240,000
11/1/2017	70,000	6.50%	195,531	265,531	461,063	5,170,000
5/1/2018	-		193,256	193,256		5,170,000
11/1/2018	75,000	6.50%	193,256	268,256	461,513	5,095,000
5/1/2019	-		190,819	190,819		5,095,000
11/1/2019	80,000	6.50%	190,819	270,819	461,638	5,015,000
5/1/2020	-		188,219	188,219		5,015,000
11/1/2020	85,000	6.50%	188,219	273,219	461,438	4,930,000
5/1/2021	-		185,456	185,456		4,930,000
11/1/2021	90,000	6.50%	185,456	275,456	460,913	4,840,000
5/1/2022	-		182,531	182,531		4,840,000
11/1/2022	95,000	6.50%	182,531	277,531	460,063	4,745,000
5/1/2023	-		179,444	179,444		4,745,000
11/1/2023	100,000	6.50%	179,444	279,444	458,888	4,645,000
5/1/2024	-		176,194	176,194		4,645,000
11/1/2024	110,000	7.25%	176,194	286,194	462,388	4,535,000
5/1/2025	-		172,206	172,206		4,535,000
11/1/2025	115,000	7.25%	172,206	287,206	459,413	4,420,000
5/1/2026	-		168,038	168,038		4,420,000
11/1/2026	125,000	7.25%	168,038	293,038	461,075	4,295,000
5/1/2027	-		163,506	163,506		4,295,000
11/1/2027	135,000	7.25%	163,506	298,506	462,013	4,160,000
5/1/2028	-		158,613	158,613		4,160,000
11/1/2028	145,000	7.25%	158,613	303,613	462,225	4,015,000
5/1/2029	-		153,356	153,356		4,015,000
11/1/2029	155,000	7.25%	153,356	308,356	461,713	3,860,000
5/1/2030	-		147,738	147,738		3,860,000
11/1/2030	165,000	7.25%	147,738	312,738	460,475	3,695,000
5/1/2031	-		141,756	141,756		3,695,000
11/1/2031	175,000	7.25%	141,756	316,756	458,513	3,520,000
5/1/2032	-		135,413	135,413		3,520,000
11/1/2032	190,000	7.25%	135,413	325,413	460,825	3,330,000
5/1/2033	-		128,525	128,525		3,330,000
11/1/2033	205,000	7.25%	128,525	333,525	462,050	3,125,000
5/1/2034	-		121,094	121,094		3,125,000
11/1/2034	220,000	7.75%	121,094	341,094	462,188	2,905,000
5/1/2035	-		112,569	112,569		2,905,000
11/1/2035	235,000	7.75%	112,569	347,569	460,138	2,670,000
5/1/2036	-		103,463	103,463		2,670,000
11/1/2036	255,000	7.75%	103,463	358,463	461,925	2,415,000
5/1/2037	-		93,581	93,581		2,415,000
11/1/2037	275,000	7.75%	93,581	368,581	462,163	2,140,000
5/1/2038	-		82,925	82,925		2,140,000
11/1/2038	295,000	7.75%	82,925	377,925	460,850	1,845,000
5/1/2039	-		71,494	71,494		1,845,000
11/1/2039	315,000	7.75%	71,494	386,494	457,988	1,530,000
5/1/2040	-		59,288	59,288		1,530,000
11/1/2040	340,000	7.75%	59,288	399,288	458,575	1,190,000
5/1/2041	-		46,113	46,113		1,190,000
11/1/2041	370,000	7.75%	46,113	416,113	462,225	820,000
5/1/2042	-		31,775	31,775		820,000
11/1/2042	395,000	7.75%	31,775	426,775	458,550	425,000
5/1/2043	-		16,469	16,469		425,000
11/1/2043	425,000	7.75%	16,469	441,469	457,938	-
Total	\$ 5,420,000		\$ 8,606,307	\$ 14,026,307	\$ 14,026,307	

Footnote: Max. annual debt service: 462,387.50

(a) For budgetary purposes only.

**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
12/22/2014						3,830,000
5/1/2015		5.000%	72,256	72,256		3,830,000
11/1/2015	85,000	5.000%	100,822	185,822	258,078	3,745,000
5/1/2016		5.000%	98,697	98,697		3,745,000
11/1/2016	60,000	5.000%	98,697	158,697	257,394	3,685,000
5/1/2017		5.000%	97,197	97,197		3,685,000
11/1/2017	60,000	5.000%	97,197	157,197	254,394	3,625,000
5/1/2018		5.000%	95,697	95,697		3,625,000
11/1/2018	65,000	5.000%	95,697	160,697	256,394	3,560,000
5/1/2019		5.000%	94,072	94,072		3,560,000
11/1/2019	70,000	5.000%	94,072	164,072	258,144	3,490,000
5/1/2020		5.000%	92,322	92,322		3,490,000
11/1/2020	70,000	5.000%	92,322	162,322	254,644	3,420,000
5/1/2021		5.000%	90,572	90,572		3,420,000
11/1/2021	75,000	5.000%	90,572	165,572	256,144	3,345,000
5/1/2022		5.000%	88,697	88,697		3,345,000
11/1/2022	80,000	5.000%	88,697	168,697	257,394	3,265,000
5/1/2023		5.000%	86,697	86,697		3,265,000
11/1/2023	85,000	5.000%	86,697	171,697	258,394	3,180,000
5/1/2024		5.000%	84,572	84,572		3,180,000
11/1/2024	85,000	5.000%	84,572	169,572	254,144	3,095,000
5/1/2025		5.000%	82,447	82,447		3,095,000
11/1/2025	90,000	5.000%	82,447	172,447	254,894	3,005,000
5/1/2026		5.000%	80,197	80,197		3,005,000
11/1/2026	95,000	5.000%	80,197	175,197	255,394	2,910,000
5/1/2027		5.000%	77,822	77,822		2,910,000
11/1/2027	100,000	5.000%	77,822	177,822	255,644	2,810,000
5/1/2028		5.000%	75,322	75,322		2,810,000
11/1/2028	105,000	5.000%	75,322	180,322	255,644	2,705,000
5/1/2029		5.375%	72,697	72,697		2,705,000
11/1/2029	110,000	5.375%	72,697	182,697	255,394	2,595,000
5/1/2030		5.375%	69,741	69,741		2,595,000
11/1/2030	115,000	5.375%	69,741	184,741	254,481	2,480,000
5/1/2031		5.375%	66,650	66,650		2,480,000
11/1/2031	125,000	5.375%	66,650	191,650	258,300	2,355,000
5/1/2032		5.375%	63,291	63,291		2,355,000
11/1/2032	130,000	5.375%	63,291	193,291	256,581	2,225,000
5/1/2033		5.375%	59,797	59,797		2,225,000
11/1/2033	135,000	5.375%	59,797	194,797	254,594	2,090,000
5/1/2034		5.375%	56,169	56,169		2,090,000
11/1/2034	145,000	5.375%	56,169	201,169	257,338	1,945,000
5/1/2035		5.375%	52,272	52,272		1,945,000
11/1/2035	150,000	5.375%	52,272	202,272	254,544	1,795,000
5/1/2036		5.375%	48,241	48,241		1,795,000
11/1/2036	160,000	5.375%	48,241	208,241	256,481	1,635,000
5/1/2037		5.375%	43,941	43,941		1,635,000
11/1/2037	170,000	5.375%	43,941	213,941	257,881	1,465,000
5/1/2038		5.375%	39,372	39,372		1,465,000
11/1/2038	180,000	5.375%	39,372	219,372	258,744	1,285,000
5/1/2039		5.375%	34,534	34,534		1,285,000
11/1/2039	185,000	5.375%	34,534	219,534	254,069	1,100,000
5/1/2040		5.375%	29,563	29,563		1,100,000
11/1/2040	195,000	5.375%	29,563	224,563	254,125	905,000
5/1/2041		5.375%	24,322	24,322		905,000
11/1/2041	210,000	5.375%	24,322	234,322	258,644	695,000
5/1/2042		5.375%	18,678	18,678		695,000
11/1/2042	220,000	5.375%	18,678	238,678	257,356	475,000
5/1/2043		5.375%	12,766	12,766		475,000
11/1/2043	230,000	5.375%	12,766	242,766	255,531	245,000
5/1/2044		5.375%	6,584	6,584		245,000
11/1/2044	245,000	5.375%	6,584	251,584	258,169	-
Total	3,830,000		3,858,928	7,688,928	7,688,928	

Footnote:

Max. annual debt service: 258,744

(a) For budgetary purposes only.

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 PROPOSED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
9/30/2021						8,990,000
11/1/2021		4.000%	232,553	232,553	232,553	8,990,000
5/1/2022	155,000	4.000%	232,553	387,553		8,835,000
11/1/2022		4.000%	229,453	229,453	617,006	8,835,000
5/1/2023	160,000	4.000%	229,453	389,453		8,675,000
11/1/2023		4.000%	226,253	226,253	615,706	8,675,000
5/1/2024	165,000	4.750%	226,253	391,253		8,510,000
11/1/2024		4.750%	222,334	222,334	613,588	8,510,000
5/1/2025	175,000	4.750%	222,334	397,334		8,335,000
11/1/2025		4.750%	218,178	218,178	615,513	8,335,000
5/1/2026	185,000	4.750%	218,178	403,178		8,150,000
11/1/2026		4.750%	213,784	213,784	616,963	8,150,000
5/1/2027	195,000	4.750%	213,784	408,784		7,955,000
11/1/2027		4.750%	209,153	209,153	617,938	7,955,000
5/1/2028	205,000	4.750%	209,153	414,153		7,750,000
11/1/2028		4.750%	204,284	204,284	618,438	7,750,000
5/1/2029	215,000	4.750%	204,284	419,284		7,535,000
11/1/2029		4.750%	199,178	199,178	618,463	7,535,000
5/1/2030	225,000	5.000%	199,178	424,178		7,310,000
11/1/2030		5.000%	193,553	193,553	617,731	7,310,000
5/1/2031	235,000	5.000%	193,553	428,553		7,075,000
11/1/2031		5.000%	187,678	187,678	616,231	7,075,000
5/1/2032	245,000	5.000%	187,678	432,678		6,830,000
11/1/2032		5.000%	181,553	181,553	614,231	6,830,000
5/1/2033	260,000	5.000%	181,553	441,553		6,570,000
11/1/2033		5.000%	175,053	175,053	616,606	6,570,000
5/1/2034	275,000	5.000%	175,053	450,053		6,295,000
11/1/2034		5.000%	168,178	168,178	618,231	6,295,000
5/1/2035	285,000	5.250%	168,178	453,178		6,010,000
11/1/2035		5.250%	160,697	160,697	613,875	6,010,000
5/1/2036	305,000	5.250%	160,697	465,697		5,705,000
11/1/2036		5.250%	152,691	152,691	618,388	5,705,000
5/1/2037	320,000	5.250%	152,691	472,691		5,385,000
11/1/2037		5.250%	144,291	144,291	616,981	5,385,000
5/1/2038	335,000	5.250%	144,291	479,291		5,050,000
11/1/2038		5.250%	135,497	135,497	614,788	5,050,000
5/1/2039	355,000	5.250%	135,497	490,497		4,695,000
11/1/2039		5.250%	126,178	126,178	616,675	4,695,000
5/1/2040	365,000	5.375%	126,178	491,178		4,330,000
11/1/2040		5.375%	116,369	116,369	607,547	4,330,000
5/1/2041	385,000	5.375%	116,369	501,369		3,945,000
11/1/2041	-	5.375%	106,022	106,022	607,391	3,945,000
5/1/2042	405,000	5.375%	106,022	511,022		3,540,000
11/1/2042	-	5.375%	95,138	95,138	606,159	3,540,000
5/1/2043	430,000	5.375%	95,138	525,138		3,110,000
11/1/2043	-	5.375%	83,581	83,581	608,719	3,110,000
5/1/2044	450,000	5.375%	83,581	533,581		2,660,000
11/1/2044	-	5.375%	71,488	71,488	605,069	2,660,000
5/1/2045	475,000	5.375%	71,488	546,488		2,185,000
11/1/2045	-	5.375%	58,722	58,722	605,209	2,185,000
5/1/2046	505,000	5.375%	58,722	563,722		1,680,000
11/1/2046	-	5.375%	45,150	45,150	608,872	1,680,000
5/1/2047	530,000	5.375%	45,150	575,150		1,150,000
11/1/2047	-	5.375%	30,906	30,906	606,056	1,150,000
5/1/2048	560,000	5.375%	30,906	590,906		590,000
11/1/2048	-	5.375%	15,856	15,856	606,763	590,000
5/1/2049	590,000	5.375%	15,856	605,856		-
11/1/2049	-				605,856	-
Total	8,990,000		8,407,544	17,397,544	17,397,544	

Footnote: Max. annual debt service: 618,462.50

(a) For budgetary purposes only.

EXHIBIT 5



RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Solterra Resort Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the “**District’s Office**,” Vesta District Services 250 International Parkway, Suite 208, Lake Mary, Florida 32746. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. If levied pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes, the Assessments shall be collected on the tax roll of Polk County, Florida, and paid as directed therein.

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



DATE: _____

HOUR: ____:____ ____.m.

LOCATION: Solterra Resort Amenity Center
5200 Solterra Boulevard
Davenport, Florida 33837

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

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

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

7. MAILING OF NOTICE. Notice of the public hearings shall be mailed to property owners in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 2ND DAY OF JUNE, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

EXHIBIT A: Proposed Budget for Fiscal Year 2023/2024



Exhibit A
Proposed Budget for Fiscal Year 2024

[See following pages]



EXHIBIT 6





May 05, 2023

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

**Re: Solterra Resort CDD Improvements
5200 Solterra Blvd
Davenport, FL 33837**

Dear Chairperson:

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

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client plans to improve the existing conditions of the entrance to the Solterra Resort and provide additional parking for the amenity center. The proposed project is located on portions of Parcel IDs #27-26-10-701302-003480 and #27-26-10-701302-003490, South of Ronald Reagan Parkway and East of Pine Tree Trail in Davenport, FL. The property is in unincorporated Polk County, with a future land use of RL-2 (Residential Low) and a part of a PUD.

It is our understanding that the client is requesting the design and permitting of offsite improvements including an extension of ±120 LF to an existing turn lane on Pine Tree Trail and a relocation of the existing guardhouse, located at the entrance of Solterra Resort, ±170 LF further into the development to accommodate additional queuing length. Additionally, it is our understanding that the client is also requesting the design and permitting of a proposed parking lot, with 32 spaces and associated infrastructure, to serve the existing amenity center.

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

- Environmental permitting will be provided by others.
- Utilities are available at the property boundaries and have the capacity to serve the project.
- Utility relocation or off-site utility extension or upsizing is not anticipated for the proposed development, and therefore is not included in this agreement.
- Kimley-Horn assumes no utilities are required or will be proposed for the site.
- Annexation, Rezoning, amending the future land use, or any entitlement assistance/tasks will be considered an additional service.
- The proposed site is within the allowed zoning use for the existing zoning
- Wetlands will not be impacted
- At the time of this proposal, the impacts to the entrance landscaping and street trees are unknown. Therefore, Landscape and Irrigation Plans have been excluded from this scope. They can be provided as an Additional Service when the scope is further defined.
- A Traffic Impact Analysis or Traffic Study will be an additional service.
- The project will be constructed in one phase. The civil construction documents will be designed for one phase.



Based on the above information, we have prepared the following Scope of Services, Schedule and Fees:

SCOPE OF SERVICES

Task 1 – Entrance Civil Construction Documents

Kimley-Horn shall provide final engineering and design services, in accordance with applicable jurisdictional codes for the preparation of one (1) set of construction documents and specifications for the project scope as follows:

- Offsite improvements, including the extension of an existing turn lane on Pine Tree Trail by ± 120 LF, with associated infrastructure
- Relocation of the existing guardhouse, located at the entrance of Solterra Resort, ± 170 LF further into the development to accommodate additional queuing length, with associated infrastructure

The one (1) set of construction documents will include the following:

Cover Sheet

The cover sheet includes plan contents, vicinity map, legal description, and team identification.

General Notes

These sheets will provide general notes for the construction of the project.

Existing Conditions/Demolition Plan

This sheet will include and identify the required demolition of the existing items to be cleared, demolished and/or removed prior to construction of the proposed site and facilities improvements. It will also include the boundary and topographic survey.

Stormwater Pollution Prevention Plan

This sheet will include and identify stormwater best management practices for the construction of the proposed site including erosion and sedimentation control measures. This sheet will also show stormwater management area, applicable details, and specifications.

Site Plan

Kimley-Horn will prepare a Site Plan based on the Owner approved Preliminary Site Plan, with associated parking and infrastructure. Site Plan shall include the following: site geometry; roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; boundary dimensions; dimensions and locations of pedestrian walks; signing and marking design including directional signage; traffic signage, pavement marking including stop bars; directional arrows; parking striping and specifications.

Paving, Grading and Drainage Plan

Kimley-Horn will prepare a plan for the site paving, grading and drainage systems to include: surface parking including pavement structural section; sub-grade treatment; curbs, sidewalks, driveway connections, spot elevations and elevation contours; interfacing from paved surfaces to buildings; and construction details and specifications, and includes erosion and sedimentation control. *Note: Any structural retaining walls are not included with this scope and shall be designed and permitted by others.*

Utility Plans

Kimley-Horn shall prepare a plan for the redesign of the site water distribution and sanitary sewer collection systems including: sewer main locations; pipe sizing; manhole locations; rim and invert elevations; sewer lateral locations and size; existing sewer main connection; main location; materials



and sizing; fire hydrant locations; water service locations; fire service locations and sizes; pipe materials; meter locations; sample points; existing water main connections; and construction details and specifications.

Kimley-Horn's contract does not include the design of the fire lines to buildings as those lines will need to be sized and designed by a licensed fire sprinkler engineer and incorporated within future Architectural Plan packages.

Kimley-Horn has assumed utilities are available at the project boundary and have adequate capacity to accommodate the proposed development. Kimley-Horn assumes off-site utility extensions will not be required.

Kimley-Horn shall show any existing utility locations on the utility plans as provided by the surveyor, and research applicable utility records for locations in accordance with best available information.

Civil Details and Construction Specifications

Kimley-Horn will prepare detail sheets showing the paving, water, sanitary sewer, and erosion control details required for civil site construction. Additionally, Kimley-Horn will prepare the general construction notes and specifications for the civil portions of the project. These notes and specifications will be included in the civil construction drawings on the plan sheets. Preparation of additional specifications for inclusion into a separate specification book or project manual is not included in this agreement.

Task 2 – Amenity Parking Lot Civil Construction Documents

Kimley-Horn shall provide final engineering and design services, in accordance with applicable jurisdictional codes for the preparation of one (1) set of construction documents and specifications for the project scope as follows:

- One (1) proposed parking lot of 32 spaces and associated infrastructure, to serve the existing amenity center.

The one (1) set of construction documents will include the following:

Cover Sheet

The cover sheet includes plan contents, vicinity map, legal description, and team identification.

General Notes

These sheets will provide general notes for the construction of the project.

Existing Conditions/Demolition Plan

This sheet will include and identify the required demolition of the existing items to be cleared, demolished and/or removed prior to construction of the proposed site and facilities improvements. It will also include the boundary and topographic survey.

Stormwater Pollution Prevention Plan

This sheet will include and identify stormwater best management practices for the construction of the proposed site including erosion and sedimentation control measures. This sheet will also show stormwater management area, applicable details, and specifications.

Site Plan

Kimley-Horn will prepare a Site Plan based on the Owner approved Preliminary Site Plan, with associated parking and infrastructure. Site Plan shall include the following: site geometry, roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; storm water detention area locations and dimensions; boundary dimensions; dimensions and locations of pedestrian walks; signing and marking design including directional signage; traffic signage, pavement marking including stop bars; directional arrows; parking striping and specifications.



Paving, Grading and Drainage Plan

Kimley-Horn will prepare a plan for the site paving, grading and drainage systems to include: surface parking including pavement structural section; sub-grade treatment; curbs, sidewalks, driveway connections, spot elevations and elevation contours; interfacing from paved surfaces to buildings; and construction details and specifications, and includes erosion and sedimentation control. *Note: Any structural retaining walls are not included with this scope and shall be designed and permitted by others.*

Civil Details and Construction Specifications

Kimley-Horn will prepare detail sheets showing the paving, water, sanitary sewer, and erosion control details required for civil site construction. Additionally, Kimley-Horn will prepare the general construction notes and specifications for the civil portions of the project. These notes and specifications will be included in the civil construction drawings on the plan sheets. Preparation of additional specifications for inclusion into a separate specification book or project manual is not included in this agreement.

Task 3 – Entrance Permitting

Kimley-Horn shall prepare and submit on the Owner's behalf required permitting packages for review/approval of construction documents, and attend meetings required to obtain the following agency approvals:

- Polk County Site Development Permit (Level 2)
- Southwest Florida Water Management District Minor Modification (ERP Minor Mod)
- Florida Department of Environmental Protection (NPDES)*
- Monitor and respond to agency comments, as required, to expedite permit issuance.

Kimley-Horn will monitor and respond to agency comments, as required, to expedite permit issuance. Responding to requests for additional information from the jurisdictional agencies beyond what is normal and customary, and responding to permitting issues beyond our control which result in site plan modification(s) are outside of this scope of services, and will be provided as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

Task 4 – Amenity Parking Lot Permitting

Kimley-Horn shall prepare and submit on the Owner's behalf required permitting packages for review/approval of construction documents, and attend meetings required to obtain the following agency approvals:

- Polk County Site Development Permit (Level 2)
- Southwest Florida Water Management District Minor Modification (ERP Minor Mod)
- Monitor and respond to agency comments, as required, to expedite permit issuance.

Kimley-Horn will monitor and respond to agency comments, as required, to expedite permit issuance. Responding to requests for additional information from the jurisdictional agencies beyond what is normal and customary, and responding to permitting issues beyond our control which result in site plan modification(s) are outside of this scope of services, and will be provided as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

*Kimley Horn assumes the proposed work area will be under 1.00 acre and will not require a FDEP NPDES permit. Should the final area be above this threshold, permitting services will not be required for FDEP.



Task 5 – Amenity Parking Lot Landscape and Schematic Irrigation Plans

Landscape

Kimley-Horn will prepare Landscape Construction Drawings (code compliant only) in accordance with Polk County Land Development Regulations.

The Landscape Plan work will include:

- Preparation of landscape construction documents suitable for bidding and construction depicting landscape locations; quantities; and sizes including planting details, landscape berms, general notes, and specifications.
- Coordinate with Civil Engineer regarding site plan/engineering.
- Provide one (1) final landscape plan for the proposed project, using CADD technology suitable for submittal for permitting and bidding by Contractors, including planting details and specifications.

Landscape Plans will be submitted concurrently with the civil documents as outlined in those tasks and will be revised up to two (2) times per Client or Agency comments. Deliverables for this task will include one (24"x36") set of reproducible drawings in PDF format to be included in the construction documents for permitting/bidding.

Irrigation

Kimley-Horn will prepare Design Intent Irrigation Plans for the proposed project suitable for bidding. These plans will be prepared in an effort to comply with the directives of the Client and the landscape and irrigation ordinances for the County. The irrigation plans will illustrate point of connection, meter, and backflow preventer (coordinated with the engineer's utility plan) areas for drip or spray, rain sensor and Controller/Valve locations. Final pipe sizing and zone calculations will not be prepared. The Client is to specify preferred irrigation equipment type (Toro, Hunter, or Rainbird). The Irrigation Plans will accompany the Landscape Plans and will be submitted to County staff for review and consideration for approval. We anticipate these documents will consist of the following items:

- Irrigation Plans
- Irrigation Details and Notes

Schematic Irrigation Construction Plans will be submitted concurrently with the civil permitting documents as outlined in those tasks and will be revised up to two (2) times per Client or Agency comments. Deliverables for this task will include one (24"x36") set of reproducible drawings in PDF format to be included in the construction documents for permitting/bidding.

Task 6 – Meetings

Kimley-Horn will be available to attend meetings with team members, sub-consultants, contractors and the Client for coordination of the project final design and permitting. Minor revisions required resulting from these meetings will be incorporated with responses to the Agency comments. Additional revisions requested other than those as described above will be considered as Additional Services.

Task 7 – Civil Construction Phase Services

Engineering construction phase services will be performed in connection with site improvements designed by Kimley-Horn. Kimley-Horn construction phase services will include the following, but are not limited to:

- Provide for review and approval of shop drawings and submittals required for the site improvements controlled by our design documents. Such review and approvals or other action



will not extend to accuracy or completeness of details or construction means or methods. Kimley-Horn is not responsible for any deviations from the Contract Documents not brought to Kimley-Horn's attention in writing by the Contractor.

- Review and reply to Contractor's request(s) for information during construction phase.
- Kimley-Horn will issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
- Provide on-site construction observation services during the construction phase as requested.
- Observe pressure tests for water main, infiltration/exfiltration test and lamping of the sanitary sewer as required by the utility provider and FDEP.
- Attendance at up to one (1) pre-construction meeting with General Contractor; up to one (1) punch list inspection; and up to one (1) close-out review.
- Provide a review of 'as-built' documents, submitted by General Contractor's registered land surveyor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project.
- Submit the required agency certifications (SWFWMD, Polk County, and FDEP) based on as-built information provided by the contractor (includes preparation of record drawings).

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. The consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents

INFORMATION PROVIDED BY THE CLIENT

If readily available, the Client will provide any information upon which Kimley-Horn will rely. The complete and current information, which we anticipate will be provided to us by others for our use is as follows:

- Access to Property
- Permit Application Fees and Review Fees
- Sign elevations
- Site Lighting and Photometrics
- Biological assessment and permitting (If required)
- Environmental Survey and Permitting (If required)
- Wildlife and Habitat Survey (if required)
- Site Signage Plans (if required)
- Environmental Phase 1 and 2 (if required)

ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Kimley-Horn can provide the following services, but they are not included in the limited scope of this Agreement:

- Boundary and Topographic survey in PDF and AutoCAD Civil 3D format
- Geotechnical Engineering
- Entrance Landscape and Irrigation Plans
- Phased Civil Construction Documents
- Traffic Impact Analysis



- Roadway or signal design or analysis of offsite mitigation strategies, costs, or schedules, etc.
- FEMA Permitting
- Structural Engineering
- Permitting with any governing agencies beyond the efforts specified above
- Permit modifications due to Client requested plan revisions
- Maintenance of Traffic Plans

SCHEDULE

Consultant shall provide the services described in the above scope as expeditiously as practical to meet a mutually agreed upon schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

FEE AND BILLING

TASKS		FEE
1	Entrance Civil Construction Documents	\$35,000
2	Amenity Parking Lot Civil Construction Documents	\$16,000
3	Entrance Parking Lot Permitting	\$10,500
4	Amenity Parking Lot Permitting	\$6,500
5	Amenity Parking Lot Landscape and Schematic Irrigation Plans	\$5,000
6	Meetings	Hourly
7	Civil Construction Phase Services	Hourly

Kimley-Horn will perform the services described in Tasks 1 through 5, above, on a lump sum plus expense basis. Tasks 6 and 7 will be invoiced on an hourly plus expense basis.

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

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, plus expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

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

____ Please email all invoices to _____

____ Please copy _____



CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to **Kimley-Horn and Associates, Inc.**, and the term "the Client" shall refer to **Solterra Resort Community Development District**.

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

We appreciate the opportunity to provide these services to you. Please contact me at (407) 898-1511 or kiana.nieves@kimley-horn.com should you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kiana C. Nieves, E.I.
Project Manager



Brooks A. Stickler, P.E.
Vice President

"K:\ORL_Civil_Proposals and Marketing\Proposals\KCN-Solterra Resort CDD Improvements-2023-04-24.docx"

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



EXHIBIT 7



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 8





Solterra Resort CDD Aquatics

Inspection Date:

5/24/2023 11:25 AM

Prepared by:

Lee Smith

Account Manager

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940



MAINTENANCE AREA



SOLTERRA RESORT CDD

Solterra Blvd, Davenport

Gate Code:



Inspection Report

SITE: 0

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No major algae growth observed in pond. Main nuisance vegetation observed was Torpedo Grass, Slender Spikerush, and Pennywort along the shoreline and within the water. Some of these grasses are decaying from previous treatment. Technician will make these grasses their main focus going forward.

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

SITE: 1

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. The exposed bank consists of decaying Slender Spikerush, along with minor amounts of Torpedo Grass. Minor amounts of subsurface algae were observed throughout. Beneficial vegetation dominates one side of the pond where the littoral shelf is located. This beneficial vegetation appears to be in healthy condition, with only minor amounts of Torpedo Grass intertwined within it.

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



Inspection Report

SITE: 2

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This site contains practically no water currently. Torpedo grass and Slender Spikerush were observed throughout in moderate amounts. Technician is focusing on keeping nuisance vegetation under control and preventing it from expanding. While the water is low they have made sure to maintain a nice buffer around this area.

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

SITE: 3

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. The exposed bank consists of minor amounts of decaying Slender Spikerush. Some Torpedo grass is found within the beneficial vegetation. Technician will continue to monitor and treat accordingly.

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



Inspection Report

SITE: 4

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



Comments:

Water level in pond is low. One side of pond is clear of any major algae growth. Slender Spikerush was observed along the shoreline around the whole pond. Other side of pond has littoral shelf that consists of moderate amounts of nuisance vegetation. Technician will focus on keeping this littoral shelf under control, 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 checked="" type="checkbox"/> N/A	<input 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 type="checkbox"/> Minimal	<input checked="" type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input checked="" type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

SITE: 5

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving



Comments:

Water level in pond is low. No major algae growth observed, only minor amounts of subsurface growth which is normal. Slender spikerush and Torpedo grass were observed in minor amounts along the shoreline. Littoral shelf is being maintained nicely. 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 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 type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	



Inspection Report

SITE: 6

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving



Comments:

Subsurface algae growth was observed in minor amounts throughout. Main nuisance species observed was Torpedo Grass and Slender Spikerush along the bank and just within the water. These grasses will be targeted during next maintenance event.

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

SITE: 7

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

This pond contains a large swathe of nuisance grasses around the perimeter, many of which appear to be in a state of decay from previous treatment. Algae was also observed in this pond in minor amounts. Technician will continue to treat accordingly until we get this site to an acceptable state.

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



Inspection Report

SITE: 8

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Shoreline grasses that were previously spreading in to the water are currently dying from previous treatment. With more treatment and some more frequent rain this decaying material should clear up. No major algae growth observed. Minor amounts of debris were picked up during this visit.

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

SITE: 9

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. The exposed bank is allowing for the growth of Slender Spikerush and will be targeted during future visits. Torpedo grass was also observed in minor amounts, and submersed vegetation is present throughout. Technician will continue to monitor and treat this pond accordingly.

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



MANAGEMENT SUMMARY



With increased temperatures, May has created a perfect storm for algae growth as we head into the upcoming month of June. Extended daylight results in the increased growth of both algae and nuisance grasses. The lack of substantial rainfall to flush nutrients out of the pond compounds the issue; since hot, stagnant, nutrient-dense water conditions are perfect for algae.

Upkeep in the ponds will increase during this time, as residents will notice an increase in the growth of all vegetative and algal matter. We are beginning to see some scattered rain events, which could increase water levels and move out any older/decaying material. This will require some time and more consistent rain, but we should start seeing improvements if the trend continues. Due to low water levels, some sections of the beds and banks are exposed. It is here that technicians are trying to make progress on exposed subsurface growth. Technicians will continue on with routine treatment and make as much headway as possible on the exposed banks while they still have the opportunity.

Despite the heat/sun, no additional algal blooms have formed. All algae that was observed had already been present and treated during recent visits. Most of the ponds were in great condition on this most recent visit. Nuisance grasses along the shoreline were the main issue observed and will be targeted during future visits. Some ponds simply require light touch ups to stay in good health during the pre-summer conditions. Proceeding treatments will continue to combat any new growth that pops up between visits, as the growing season looms.

RECOMMENDATIONS

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

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to heavily overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

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

Thank you for choosing Steadfast Environmental!



EXHIBIT 9



Shirley M. Conley

From: Shirley M. Conley
Sent: Wednesday, May 3, 2023 1:48 PM
To: Shirley M. Conley
Subject: FW: Soil Testing

From: IF-SVC-PolkMG <polkmg@ifas.ufl.edu>
Sent: Wednesday, May 3, 2023 10:55 AM
To: Bryant, Dana <danabryant@yellowstonelandscape.com>
Subject: Soil Testing

This Message Is From an External Sender

This message came from outside your organization.

May 3, 2023

Hello Dana!

Thank you for bringing your soil samples to be pH tested at the University of Florida IFAS Polk County Extension Master Gardener Volunteer Plant Clinic. My name is Pat Kurtz, and I was happy to conduct the tests for you.

The test results were as follows:

#1	Broad Oak Park	7.6
#2	Blvd Phase 1	7.8
#3	Blvd Phase 2	7.6
#4	Oak Moss Park	7.1

I have enclosed a couple of links for further information on pH. Generally, **6.6 or lower indicates acidic soil, 6.7 to 7.3 means neutral soil, and a reading higher than 7.3 means the soil is alkaline.**

<https://edis.ifas.ufl.edu/publication/SS480>

Your soil pH is within/slightly above an acceptable range. No additives are necessary. The link should give you the information you need.

If you wish a micronutrient analysis, you need to submit your samples to the University of Florida's Soils Lab in Gainesville, FL. Here is the link to the form and information to send your soil to the Soils Lab.

<https://sfyl.ifas.ufl.edu/agriculture/soil-testing/>





Proposal #315199

Date: 05/23/2023

From: Gary Price

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

Controller #1 Repair

Terms: Net 30

Table with 2 columns: ITEM DESCRIPTION, Quantity. Rows include Irrigation Labor (1.00) and ACC99 2-wire ADM Mod (1.00).

Client Notes

- Diagnose Controller Issues in Clock #1
Replace failed ACC99 ADM

Summary table with 2 columns: Description, Amount. Rows include SUBTOTAL (\$2,346.24), SALES TAX (\$0.00), and TOTAL (\$2,346.24).

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

Gary Price
gprice@yellowstonelandscape.com



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



Polk County
Water Resource Enforcement

NOTICE OF VIOLATION

CASE NUMBER CUT-2023-175 OFFICER BROOKS DATE NOTICE MAILED 2/22/23

NAME OF VIOLATOR(S) SOLTERIA RESORT CDD

LOCATION OF VIOLATION Solteria Blvd / Oak Blossom Dr

PARCEL IDENTIFICATION: 27-26-15-704224-000740 Repeat Violation: Y N

VIOLATION OBSERVED ON THE 27th DAY OF Feb 2023 AT APPROX. ___ AM/PM

MAILING ADDRESS _____
(as on record with the utility account or property appraiser office)

NOTICE IS HEREBY GIVEN of violation(s) of Polk County Ordinance 04-07 as amended as follows:
 04-07: SECTION 6. YEAR ROUND WATER CONSERVATION MEASURES (40D-22, FLORIDA ADMINISTRATIVE CODE)
 04-07: SECTION 7, DECLARED WATER SHORTAGE EMERGENCY (40D-21, FLORIDA ADMINISTRATIVE CODE)

- * WATERING ON PROHIBITED DAY, S-M-T-W-T-F-S (circle one)
* AUTHORIZED DAY(S) TUES / FRI ONLY.
- * WATERING DURING PROHIBITED HOURS AT _____ (Prohibited from ___ to ___)
- * OTHER SPECIFIC WATER VIOLATION:

PREVIOUS VIOLATIONS: CUT-2022-434 AMOUNT OF FINE \$ 500.00

WITHIN 30 DAYS OF THE MAILING DATE OF THIS NOTICE THE RESPONDENT MUST PAY THE ABOVE LISTED FINE AMOUNT OR FILE A WRITTEN REQUEST FOR A HEARING WITH THE POLK COUNTY SPECIAL MAGISTRATE. TO PAY THE FINE AMOUNT LISTED ABOVE SEND YOUR PAYMENT (EITHER BY CHECK OR MONEY ORDER, WITH A COPY OF THIS NOTICE OF VIOLATION) OR REQUEST FOR HEARING TO: POLK COUNTY ENVIRONMENTAL AFFAIRS SECTION, ATTN: WATER RESOURCE ENFORCEMENT PROGRAM, P.O. BOX 1767, EAGLE LAKE, FLORIDA 33839-1767. FOR OTHER PAYMENT OPTIONS, PLEASE CALL 863-298-4211 OR EMAIL TO WRE@POLK-COUNTY.NET. A PERSON WHO FAILS TO PAY THE CIVIL PENALTY OR FILE A WRITTEN REQUEST FOR HEARING WITH THE POLK COUNTY SPECIAL MAGISTRATE WITHIN 30 DAYS FROM THE DATE THIS NOTICE WAS MAILED SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO CONTEST THE VIOLATION. IF THE RESPONDENT REQUESTS A HEARING AND THE POLK COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE FINDS THAT A VIOLATION EXISTED AS STATED IN THE NOTICE OF VIOLATION, THE SPECIAL MAGISTRATE SHALL IMPOSE A FINE IN THE AMOUNT STATED ON THE NOTICE OF VIOLATION PLUS THE COUNTY'S COSTS OF PROSECUTING THE VIOLATION. FAILURE TO PAY THE IMPOSED FINE MAY RESULT IN A LIEN BEING RECORDED AGAINST YOUR PROPERTY.

[Signature] Officer's Signature

POLK COUNTY, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE
WATER RESOURCE ENFORCEMENT

POLK COUNTY,
Petitioner

Vs.

Case Number: CUT 2023-175

SOLTERRA RESORT CDD,
Respondent(s)

To: SOLTERRA RESORT CDD
250 INTERNATIONAL PKWY STE 208
LAKE MARY, FL 32746-5062

NOTICE OF HEARING OF IMPOSITION OF FINE

PLEASE TAKE NOTICE if the respondent(s) fail to pay the fine or request a hearing within the 30 days of the date of the Notice of Violation issued in this matter, a Public Hearing regarding the imposition of fine for the below stated violation will be conducted by the Special Magistrate in the above styled cause on **MAY 18, 2023** at **8:00am**, in the Polk County Administration Building, Commissioners Board Room, 330 West Church Street, Bartow, Florida. The Special Magistrate will receive testimony and evidence at said Public Hearing in which the respondent has the right to be heard. The Special Magistrate shall make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the Notice of Violation, and may impose a fine against you at the hearing.

1. Date Violation(s) Observed and Description of Violation(s):
FEBRUARY 27, 2023; WATERING DURING RESTRICTED DAY.
(MULTIPLE VIOLATIONS)

Violation Address: **SOLTERRA BLVD AND OAK BLOSSOM DR, DAVENPORT, FL 33837**

Property ID: **27-26-15-704224-000740**

Notice Given by **CERTIFIED MAIL** on March 23, 2023 to **SOLTERRA RESORT CDD, 250 INTERNATIONAL PKWY STE 208, LAKE MARY, FL 32746-5062**

If someone other than your attorney will be representing you at the hearing, the person must bring a notarized letter from you granting them permission to represent you in this case.

PLEASE GOVERN YOURSELF ACCORDINGLY.

By: *N. Bailey*
Nikki Bailey Environmental Coordinator I

March 22, 2023
Date

Polk County Water Resource Enforcement, P.O. Box 1767, Eagle Lake, Florida 33839-1767
Phone: (863) 298-4211 Fax: (863) 298-4232



Shirley M. Conley

From: Nieves, Kiana <Kiana.Nieves@kimley-horn.com>
Sent: Tuesday, May 23, 2023 5:56 PM
To: Bryant, Dana; Sitler, Cory; Shirley M. Conley
Cc: Kyle T. Darin
Subject: RE: Solterra Resort

Good Afternoon Dana,

Per our phone conversation, I am following up via email. I know you recommended laying down a "road base" and Kimley Horn coming in at a later date to pave over it. However, we would have to run an engineering analysis, using recommendations from a geotechnical report, to design a pavement section that aligns with stormwater criteria, since compacted sub grade would be considered additional impervious area. Kimley Horn would need to provide a drainage design, which would include inlet locations, paving and grading in order use the road base at a later date. This type of design would require a site permit at the county, per our pre application meeting a few weeks ago. However, if the CDD wanted to install gravel (No. 57 stone) and wheel stops as a short term solution, they would be able to do so without a permit, but note that we would have to rip up the no. 57 stone if the CDD would like to pave in the future. Please let me know if you have any questions or concerns.

Best,

Kiana Nieves, E.I.
Kimley-Horn | 189 S. Orange Ave., Suite 1000, Orlando, FL 32801
Direct: 407 768 3236 | Main: 407 898 1511

From: Bryant, Dana <danabryant@yellowstonelandscape.com>
Sent: Thursday, May 4, 2023 8:07 AM
To: Sitler, Cory <Cory.Sitler@kimley-horn.com>; Shirley M. Conley <sconley@dpfgmc.com>
Cc: Kyle T. Darin <kdarin@vestapropertyservices.com>; Nieves, Kiana <Kiana.Nieves@kimley-horn.com>
Subject: RE: Solterra Resort

You don't often get email from danabryant@yellowstonelandscape.com. [Learn why this is important](#)

Good Morning Cory & Kiana

The CDD board has approved installing a road base in the overflow parking lot. They asked that we coordinate with Kimley-Horn under the guide lines that they may want to Asphalt the area in the future.

Thank You
Dana Bryant
Sr Account Manager
Yellowstone Landscape

danabryant@yellowstonelandscape.com
813-863-7119





Proposal #295617

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

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

EXHIBIT 10



2023/2024 ADDENDUM TO AMENITIES MANAGEMENT AGREEMENT

This 2023/2024 Addendum (“**Agreement**”) is made and entered into to be effective the first (1st) day of June 2023, by and between:

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

Evergreen Lifestyles Management, LLC, a Florida limited liability company, whose address is 270 W Plant Street, Suite 340, Winter Garden, FL 34787 (“**Amenity Manager**”).

RECITALS

WHEREAS, the parties previously entered into that agreement (“**Agreement**”) entitled “Amenities Management Agreement” and dated August 1, 2018; and

WHEREAS, pursuant to Section 37 of the Agreement, the Parties now desire to amend the Agreement consistent with the terms expressed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Addendum, the Agreement is hereby amended as follows:

1. **Amendment to Additional Staffing and Billing.** The additional staffing and compensation rates of the agreement are hereby amended to include the staffing and compensation set forth in **Exhibit A** in this Addendum.
2. **Agreement in Effect.** This Addendum amends the Agreement only to the extent provided herein, and otherwise the Agreement remains in full force and effect and all the terms of the agreement apply to this Addendum.
3. **Authorization.** The execution of the Addendum has been duly authorized by the appropriate body or official of the District and Amenity Manager. Both the District and the Amenity Manager have complied with all the requirements of law, and both the District and the Amenity Manager have full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]



4. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Addendum to be effective the day and year first written above.

Solterra Resort Community Development District

Chairperson, Board of Supervisors

Evergreen Lifestyles Management, LLC

By: _____

Print: _____

Title: _____

EXHIBIT A: Staffing and Compensation for FY 2023/2024

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Proposed CDD Staffing

2080

Community	Total Units	Position	FT/PT	Hours Per Week	Hourly Pay Rate	Annual Salary	Burden Rate	Burden Amount	Total
Solterra Resort	1191					-		-	-
Solterra Resort		Club Manager	FT	40+		70,000.00	32%	22,400.00	92,400.00
Solterra Resort		Lifestyle Director	FT	40+		50,000.00	32%	16,000.00	66,000.00
Solterra Resort		Pool Lead Attendant	PT	31	17.00	27,404.00	22%	6,028.88	33,432.88
Solterra Resort		Pool Lead Attendant	PT	31	17.00	27,404.00	22%	6,028.88	33,432.88
Solterra Resort		Pool Lead Attendant	PT	31	17.00	27,404.00	22%	6,028.88	33,432.88
Solterra Resort		Concierge	FT	40	20.00	41,600.00	32%	13,312.00	54,912.00
Solterra Resort		Concierge	PT	26	16.00	21,632.00	22%	4,759.04	26,391.04
Solterra Resort		Pool Attendant	FT	40	16.00	33,280.00	32%	10,649.60	43,929.60
Solterra Resort		Pool Attendant	FT	40	16.00	33,280.00	32%	10,649.60	43,929.60
Solterra Resort		Pool Attendant	FT	40	16.00	33,280.00	32%	10,649.60	43,929.60
Solterra Resort		Pool Attendant	FT	40	16.00	33,280.00	32%	10,649.60	43,929.60
Solterra Resort		Pool Attendant	FT	40	16.00	33,280.00	32%	10,649.60	43,929.60
Solterra Resort		Pool Attendant	PT	24	16.00	19,968.00	22%	4,392.96	24,360.96
Solterra Resort		Pool Attendant	PT	24	16.00	19,968.00	22%	4,392.96	24,360.96
Solterra Resort		Pool Attendant	PT	24	16.00	19,968.00	22%	4,392.96	24,360.96
Solterra Resort		Pool Attendant	PT	24	16.00	19,968.00	22%	4,392.96	24,360.96
Solterra Resort		Pool Attendant	PT	24	16.00	19,968.00	22%	4,392.96	24,360.96
Solterra Resort		Maintenance Director	FT	40	25.00	52,000.00	32%	16,640.00	68,640.00
Solterra Resort		Maintenance Tech/Porter	FT	40	17.00	35,360.00	32%	11,315.20	46,675.20
									-
								\$	796,769.68



ATTACHMENT A-1 – SCOPE OF SERVICES

The Amenity Manager shall perform all normal duties associated with managing and maintaining community amenities in order to ensure the smooth operation of the Amenities and to help promote the safe enjoyment of the District's Amenities. Specific staffing levels are as set forth in **Attachment B** and the Proposal defined and included therein. The exact duties performed by the Amenity Manager shall be those duties mutually agreeable to the District and the Amenity Manager, and as set forth below.

A. Lifestyle Management and Staffing

With respect to lifestyle management and staffing, the Amenity Manager shall:

- Provide a part-time Lifestyle Director (30 hours per week) with a high hospitality focus who consistently and effectively creates a flexible and interactive lifestyle for Amenities patrons;
- Provide on-site management oversight from a regional lifestyle director, a minimum of six (6) hours per week;
- Provide year-round community based activities including the appropriate mix of social, recreational, and educational programming;
- Provide community specific, well-balanced activities with an appropriate mix for active, leisure, age, physical wellness, etc., considerations (including but not limited to children's programs);
- Develop and implement a promotional plan to increase and maintain usage levels of the Amenities;
- Maintain up-to-date information on the "Community Bulletin Board" in the Amenities clubhouse and on the community website;
- Highlight upcoming activities on the entrance marquee;
- Publish a quarterly activities calendar and newsletter, which shall be posted on the bulletin board, posted on the community website, distributed via e-mail, and made available in hard copy at the Amenities clubhouse;
- Respond to homeowner telephone and e-mail messages within one business day of receipt;
- Demonstrate a consistent increase in participation year after year;
- Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed for select events and throughout the year; and
- Achieve all objectives above within the financial parameters provided and approved by the District, and as set forth in the O&M Budget.

B. Amenities Operations Scope

With respect to the operation of the Amenities, the Amenity Manager shall:

- Manage the Amenities clubhouse to a standard that provides a "fresh experience" visit after visit any and every day of the week;
- Provide seamless day-to-day amenity operation creating a comfortable and safe environment;

- Greet patrons as they enter the Amenities clubhouse;
- Ensure that the Amenities are accessed and used only by those allowed to do so under the District's rules and policies;
- Monitor and report on the daily use and condition of the Amenities;
- Submit monthly written reports to the District summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;
- At the District's request, attend the meetings of the Board and be prepared to provide a report regarding the general management of the Amenities;
- In coordination with cleaning service contractor, provide light cleaning of the Amenities, which shall include, but not be limited to, dusting, furniture positioning, kitchen cleanup, refreshing restroom supplies, etc.;
- Inspect the Amenities at the beginning of each day, which inspection shall include, but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards, and reviewing the security recording for the period since the director was last on site;
- On a daily basis, and when the Amenity Manager's employees have completed their shifts, inspect the Amenities to ensure that all doors and windows at the clubhouse are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pool area, tennis courts and playground;
- Promptly investigate and provide a written report as to all accidents or claims for damage relating to the Amenities, including any damage or destruction of the property, and cooperate with and make any and all reports required by any insurance company or the District in connection therewith, provided however that the Amenity Manager shall not file any claims with the District's insurance company without the prior consent of the District;
- On a weekly basis, walk the Amenities paths/trails to inspect for litter, property damage, foliage overgrowth or other items of concern;
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage;
- Respond to any necessary repairs and recommend to the District when repairs are needed;
- Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities;
- Recommend and implement a maintenance and replacement program for fitness equipment;
- Identify and report on trends in the use of the recreation field;
- Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions and operational improvements;
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;
- Oversee contracted service for the cleaning of the Amenities including the interior, rest

- rooms, fitness center, and facility exterior;
- Oversee contracted services for the cleaning and maintenance of the Amenities;
 - Ensure that the District's landscaping and hardscaping located at the Amenities are properly maintained and in good condition, including but not limited to by overseeing contracted services for the maintenance of the District's landscaping and hardscaping located at the Amenities (e.g., and among other things, Amenity Manager shall conduct a monthly inspection of the District's landscaping and prepare a report of any deficiencies);
 - Oversee maintenance and operation of the security systems and structures installed at the Amenities and at the main entry gate (even though otherwise the Amenities are limited to just the Amenities site identified herein), and respond to calls and other items from the security provider;
 - Oversee contracted services for management/operation of the restaurant/kiosk;
 - Resolve any issues requiring attention on behalf of authorized patrons; and
 - Conduct other related tasks as directed by the District.

The restaurant is not presently covered within the current scope of services and any Services related thereto will be negotiated in good faith separately by the District and the Amenity Manager.

C. Pool Monitor Services

The Amenity Manager shall oversee the management of the District's swimming amenities (e.g., the swimming pool, slide, river ride, etc.) (together, "**Swim Amenities**"), including such tasks as checking in and monitoring Patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. The Amenity Manager shall be responsible for the supervision and safety of the patrons of the pool. The Amenity Manager shall employ such full and part time personnel for Swim Amenities to: (i) deliver the Services associated with the Swim Amenities at a level consistent with the District's annual budget, and (ii) ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). The parties agree that the Amenity Manager may employ pool monitors who are not certified lifeguards. That said, and to the extent required by law, as reasonably determined by the Amenity Manager, the Amenity Manager shall further employ additional attendants who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements. Documentation of such certification and training shall be on file at the Amenities and available upon request.

D. Financial Services

The Amenity Manager shall prepare an estimated annual operating budget, including both anticipated revenues and expenses, for the District, consistent with the requirements of the Agreement.

E. Promotional Materials

In consultation with the District, the Amenity Manager shall develop all promotional and informational materials (including flyers, bulletins, etc.) in order to effectively expose and promote the Amenities, which efforts shall include, among other things:

- Implementing a viable promotion plan for the Amenities;
- Training and supervising any personnel involved in the promotion of programs;
- Assisting in the distribution of brochures, direct mail pieces or any other internal collateral information to be used as part of the promotion of the programs, including but not limited to the development of an Amenities bulletin for distribution to patrons;
- Creating and maintaining an attractive bulletin board, slide show on computer screen, detailing the latest articles and information on recreation and activities programs and trends;
- Developing quarterly plans outlining in detail specific promotions with anticipated revenue and expenditures; and
- Working to consistently expose the Amenities to existing and potential patrons.

For purposes of promoting the District, the Amenity Manager will use its on-line library of promotional materials, graphics, and collateral resources.

Solterra Resort CDD – Gate Greeter:

. . . Duties will include greeting residents and guests as they enter the community. Further, duties will include providing direction to the clubhouse and model homes in the community, and answering basic questions guests may have about the community.



EXHIBIT 11





"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 12



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
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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
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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 13





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: _____

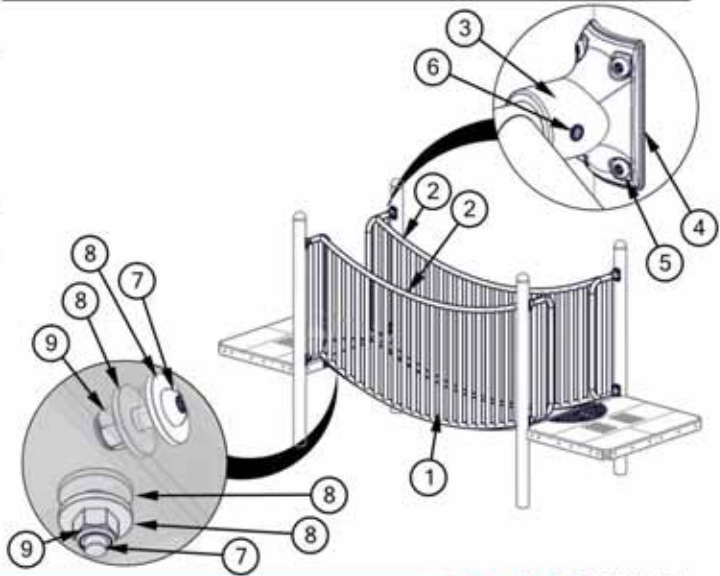
THANK YOU FOR THE OPPORTUNITY. PLEASE CALL US IF YOU HAVE ANY QUESTIONS.

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

USER GROUP: 2-5 Years, 5-12 Years
 RECOMMENDED CREW: 2 People
 TOOLS REQUIRED:
 • TT-30, TT-45 Torx, 9/16" Hex
 • Level, Square
 • Drill Bits: None
 • High Speed 3/8" Electric Drill with Clutch
 NOTE: Use of any other driver may result in damage to tool and/or hardware!
 INSTALLATION TIME: 1½ Hours
 WEIGHT: 399 lbs.
 CONCRETE REQUIRED: None

ITEM	Part No.	QTY	DESCRIPTION
1	10510962XX	1	96" Suspension Bridge PVC
2	AFB42258XX	2	Wildmt. Suspension Bridge Rail 5" C-Line
3	CTG10004XX	8	Pipe Mount Fitting 3.5" (Coated)
4	HWM0169	8	3 1/2" Sealing Gasket
5	HWS0021	32	Screw - 1/4" x 1" Self Tapping Torx w/Patch
6	HWS0096	8	Screw 3/8"-16 x 3/8" Allen Set
7	HWB0286	18	Bolt - 3/8" x 1-1/4" Security Torx With Patch
8	HWW0092	36	Washer 3/8" ID x 1-1/4" OD Flat SS
9	HWN0098	18	Nylon Lock Nut - 3/8" SS

PRE-INSTALLATION CHECK:
 Customer is responsible for verifying materials received by comparing received items with packing list. If any parts are missing or damaged, contact your local sales representative immediately.
 Supplier is not responsible for items discovered missing after 72 hours from time of delivery.
 Before beginning installation, all installers must read and understand the Installation Introduction manual as supplied. If you did not receive a copy, or if you have any questions regarding any information in the Installation Instructions or this Installation Guideline, contact your local sales representative.

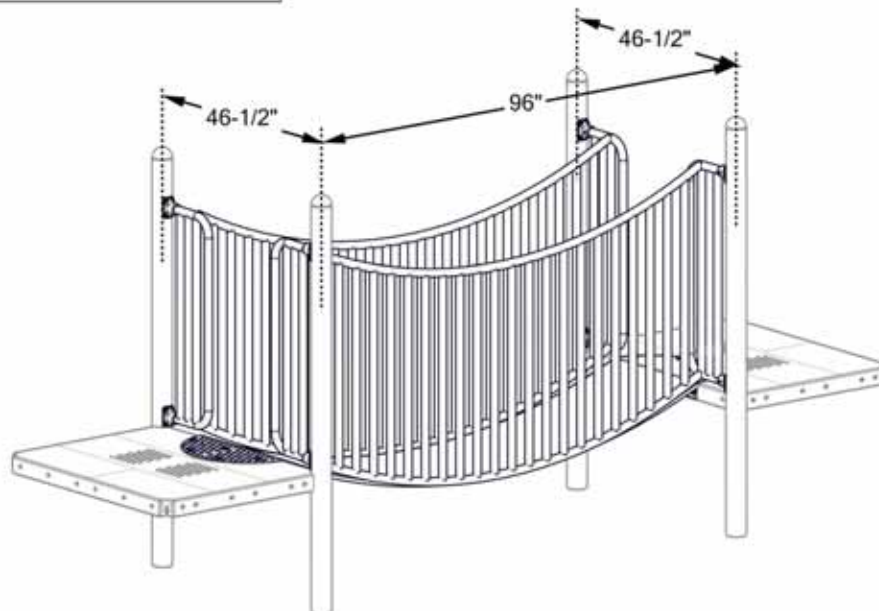


MODEL NUMBER: A480215XX
 DATE: 01/03/17

Page 1 of 6



STEP 1
 Guideline shows platforms and support posts in place. Installation of bridge begins after platforms and support posts are fully installed. Required support post spacing is shown below.

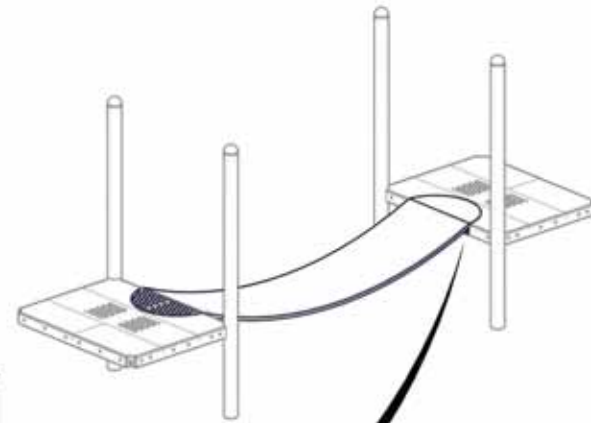


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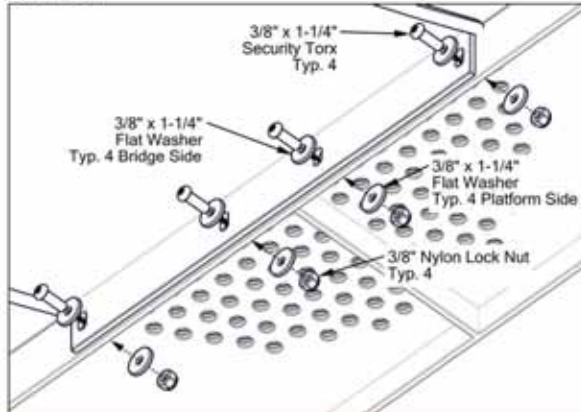
Page 2 of 6



STEP 2
Place bridge between platforms. Center bridge between support posts. At each end of bridge, align slots in bridge end with slots in platform side. Secure with four (4) 3/8" x 1-1/4" security Torx, eight (8) 3/8" x 1-1/4" flat washers, and four (4) 3/8" Nylon lock nuts. See Detail 2-1. **DO NOT** fully tighten hardware. All hardware will be tightened at STEP 3. Repeat STEP 2 for opposite end of bridge.



Detail 2-1

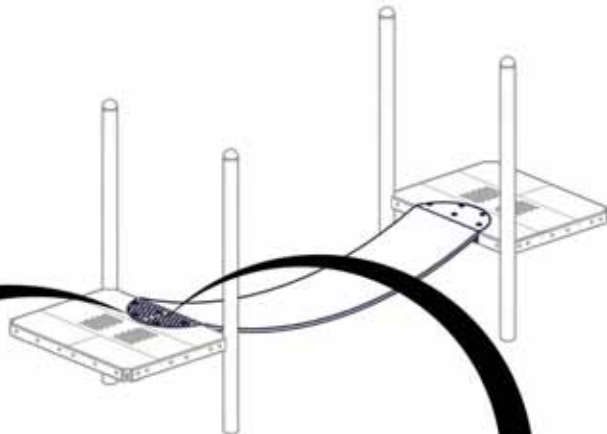


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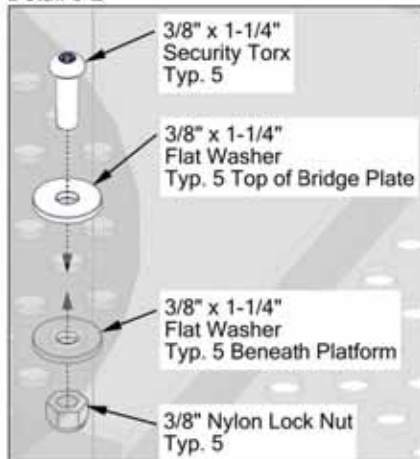
Page 3 of 6



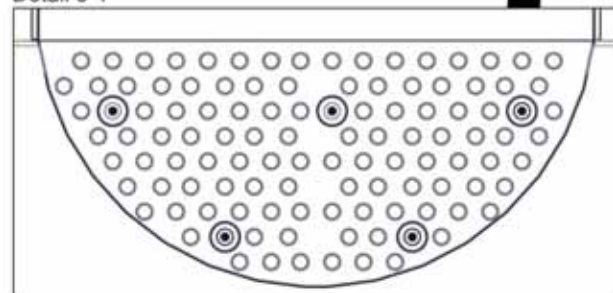
STEP 3
Secure bridge plates to platforms. Align holes in bridge plates with holes in platforms. See Detail 3-1 for hardware positions. At each bridge plate, secure with five (5) 3/8" x 1-1/4" security Torx, ten (10) 3/8" x 1-1/4" flat washers, and five (5) 3/8" Nylon lock nuts. See Detail 3-2. Repeat for opposite bridge plate. Fully tighten all hardware in bridge ends and bridge plates.



Detail 3-2



Detail 3-1



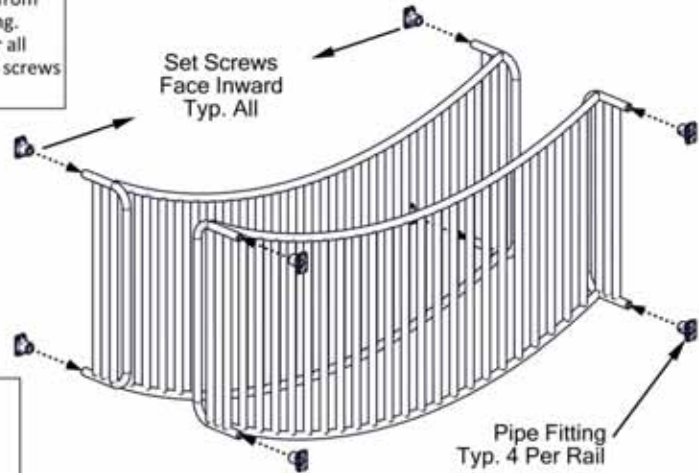
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DATE: 01/03/17

Page 4 of 6

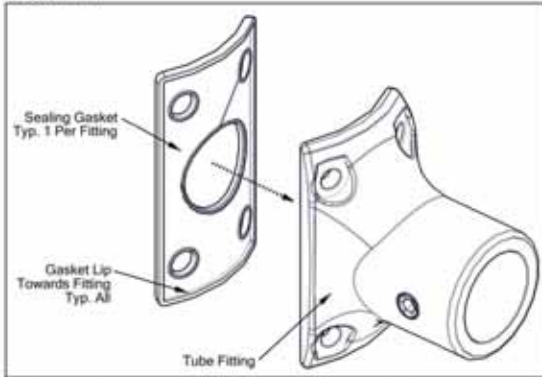


STEP 4

Mount sealing gaskets to fittings. Remove adhesive backing from sealing gasket. Ensure gasket is square and centered on fitting. Place gasket with lip facing fitting. See Detail 4-1. Repeat for all fittings. Place fittings onto pipe ends of each rail. Ensure set screws face inward. Do not tighten set screws.



Detail 4-1



MODEL NUMBER: A480215XX
DATE: 01/03/17

Page 5 of 6

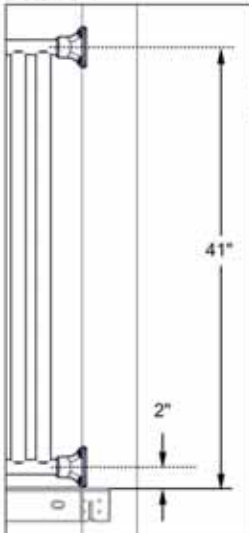


STEP 5

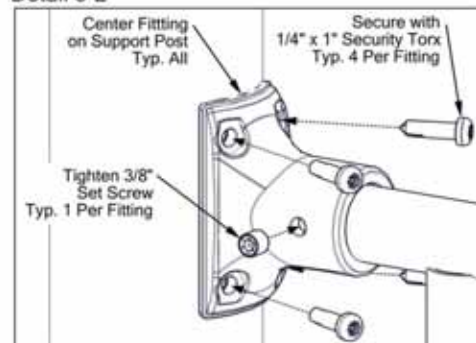
Mount rails to support posts. Place fittings and rail against support posts. Center fittings on support posts. Center of bottom fitting should be 2" above surface of platform. Center of top fitting should be 41" above surface of platform. See Detail 5-1. At each fitting, secure with four (4) 1/4" x 1" self-tapping security Torx. Insert rail fully into fittings. Tighten set screws. See Detail 5-2. Check all connections and ensure structure is stable. Installation is complete.



Detail 5-1



Detail 5-2

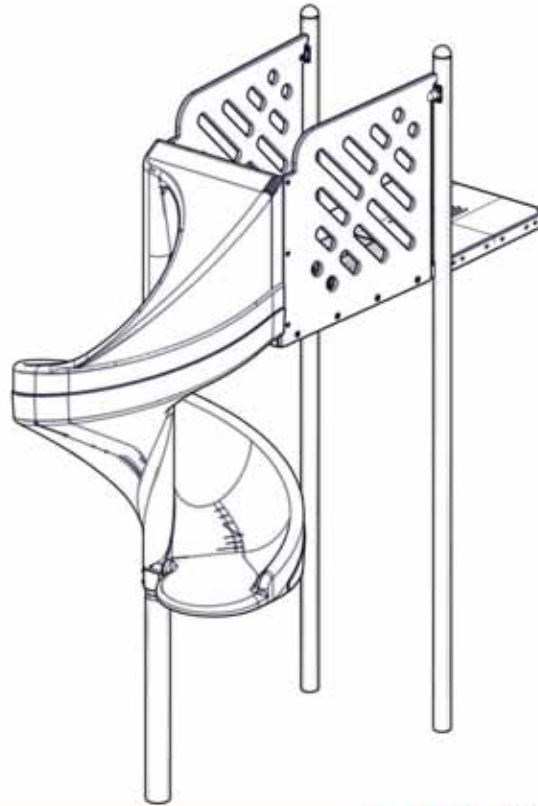


MODEL NUMBER: A480215XX
DATE: 01/03/17

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USER GROUP: 5-12 Years
RECOMMENDED CREW: 2 People
TOOLS REQUIRED:
• TT-30, TT-40 Torx, 3/8" Hex, 5/32" Allen, 3/16" Allen
• Level, Square
• Auger / Post Hole Digger / Shovel
• Drill Bits: 7/64", 1/8", 3/16", 1/4", 21/64", 5/16"
• High Speed 3/8" Electric Drill with Clutch
• Metal / Hack Saw
NOTE: Use of any other driver may result in damage to tool and/or hardware!
INSTALLATION TIME: 3 Hours
WEIGHT: 589 lbs.
CONCRETE REQUIRED: (2) 80lb. bags
NOTE: Concrete must have a minimum rating of 2,500 psi and must be mixed per manufacturer's recommendations.



PRE-INSTALLATION CHECK:
Customer is responsible for verifying materials received by comparing received items with packing list. If any parts are missing or damaged, contact your local sales representative immediately.

Supplier is not responsible for items discovered missing after 72 hours from time of delivery.

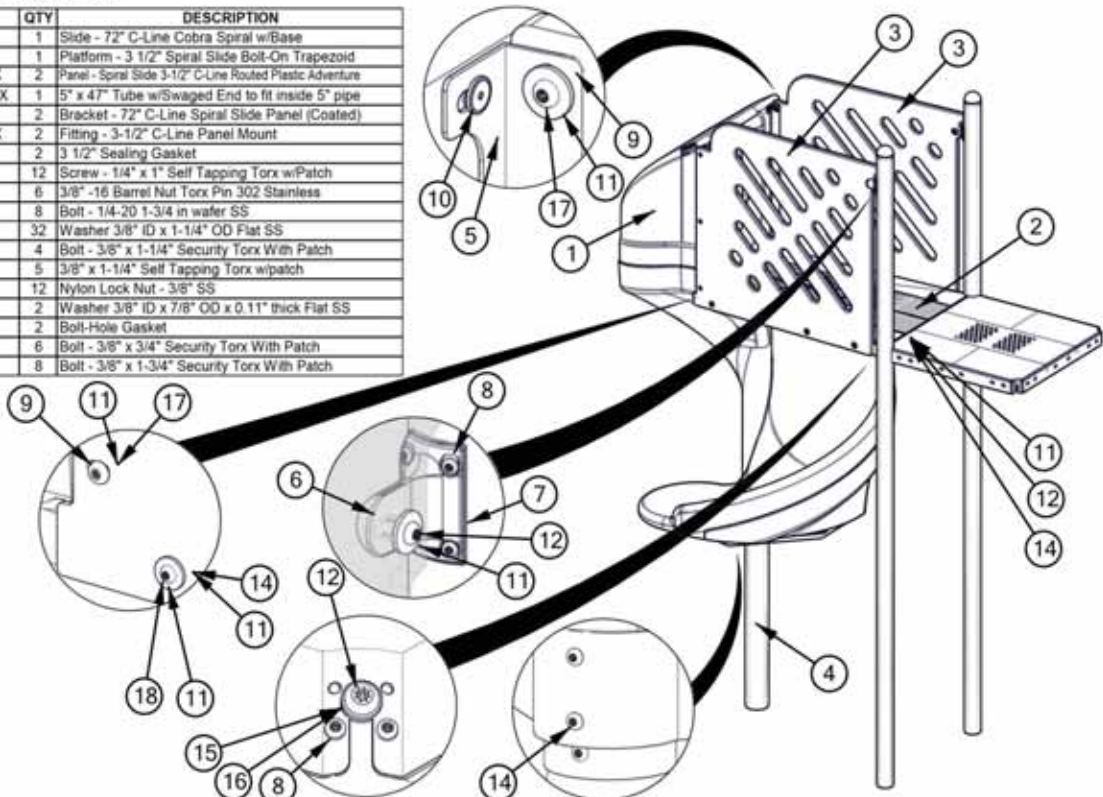
Before beginning installation, all installers must read and understand the Installation Introduction manual as supplied. If you did not receive a copy, or if you have any questions regarding any information in the Installation Instructions or this Installation Guideline, contact your local sales representative.

MODEL NUMBER: TAD00292XX
DATE: 08/08/16

Page 1 of 17



ITEM	Part No.	QTY	DESCRIPTION
1	08702XX	1	Slide - 72" C-Line Cobra Spiral w/Base
2	10502365XX	1	Platform - 3 1/2" Spiral Slide Bolt-On Trapezoid
3	RSP00288XX	2	Panel - Spiral Side 3-1/2" C-Line Routed Plastic Adventure
4	FAB313515XX	1	5" x 47" Tube w/Swaged End to fit inside 5" pipe
5	10308001XX	2	Bracket - 72" C-Line Spiral Slide Panel (Coated)
6	CTG10335XX	2	Fitting - 3-1/2" C-Line Panel Mount
7	HWMD169	2	3 1/2" Sealing Gasket
8	HWS0021	12	Screw - 1/4" x 1" Self Tapping Torx w/Patch
9	HWND128	6	3/8" -16 Barrel Nut Torx Pin 302 Stainless
10	HWB0124	8	Bolt - 1/4-20 1-3/4 in w/fer SS
11	HWWR0092	32	Washer 3/8" ID x 1-1/4" OD Flat SS
12	HWB0286	4	Bolt - 3/8" x 1-1/4" Security Torx With Patch
13	HWS0081	5	3/8" x 1-1/4" Self Tapping Torx w/patch
14	HWND098	12	Nylon Lock Nut - 3/8" SS
15	HWWR0096	2	Washer 3/8" ID x 7/8" OD x 0.11" thick Flat SS
16	HWMD168	2	Bolt-Hole Gasket
17	HWB0315	6	Bolt - 3/8" x 3/4" Security Torx With Patch
18	HWB0228	8	Bolt - 3/8" x 1-3/4" Security Torx With Patch

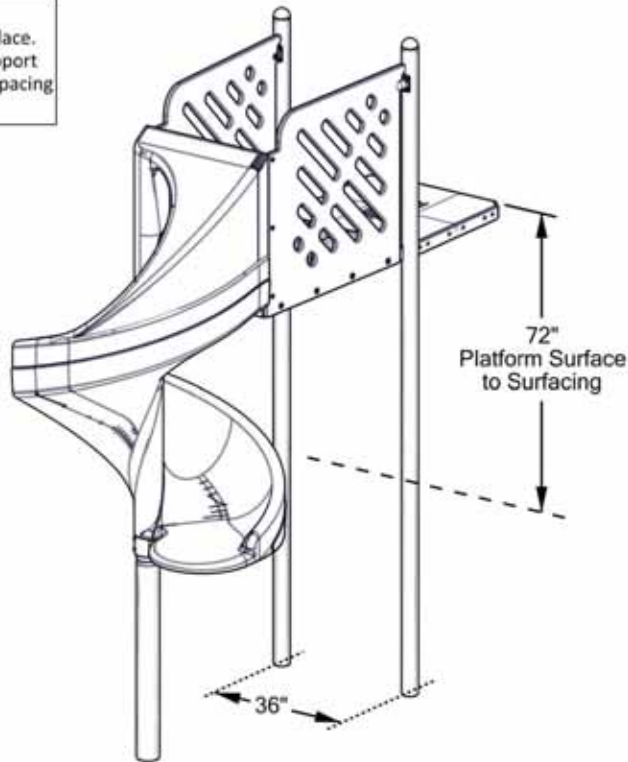


MODEL NUMBER: TAD00292XX
DATE: 08/08/16

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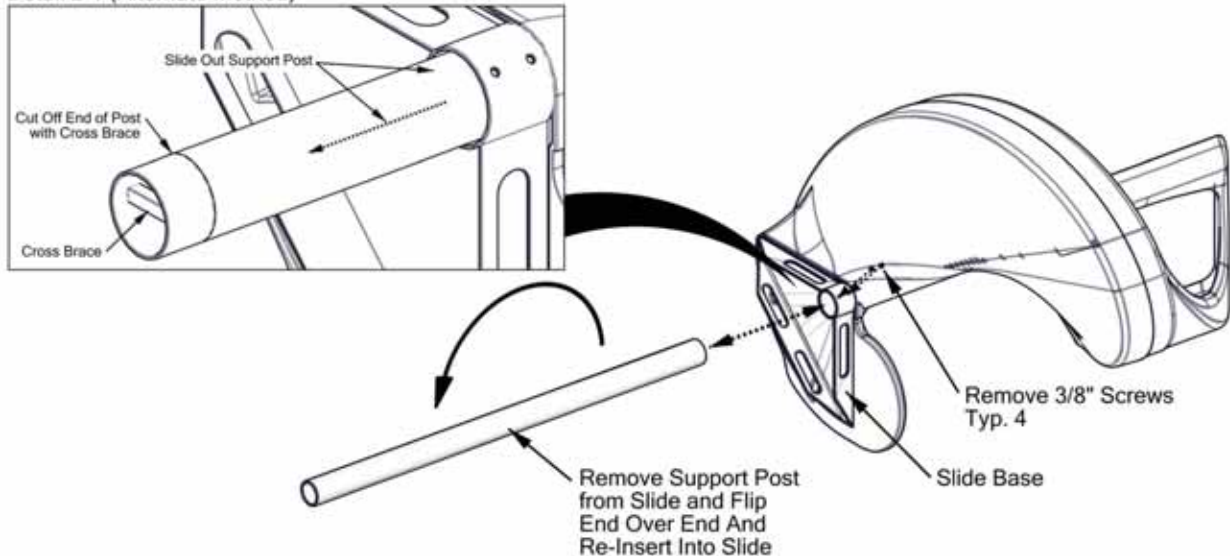


STEP 1
Guideline shows platform and support posts in place. Installation of slide begins after platform and support posts are fully installed. Required support post spacing and platform height is shown at right.



STEP 2
Remove and discard shipping brace from slide. Remove four (4) 3/8" set screws from base of slide. Remove support post from inside slide. Rotate support post and re-insert opposite end of post into slide. End of support post with cross bar goes into slide. Leave approximately 12" of support post extended past base of slide.
Alternate Method: Slide out support post. Do not fully remove from slide. Cut off enough length to remove the cross bar inside post. See Detail 2-1. Leave approximately 12" of support post extended past base of slide.

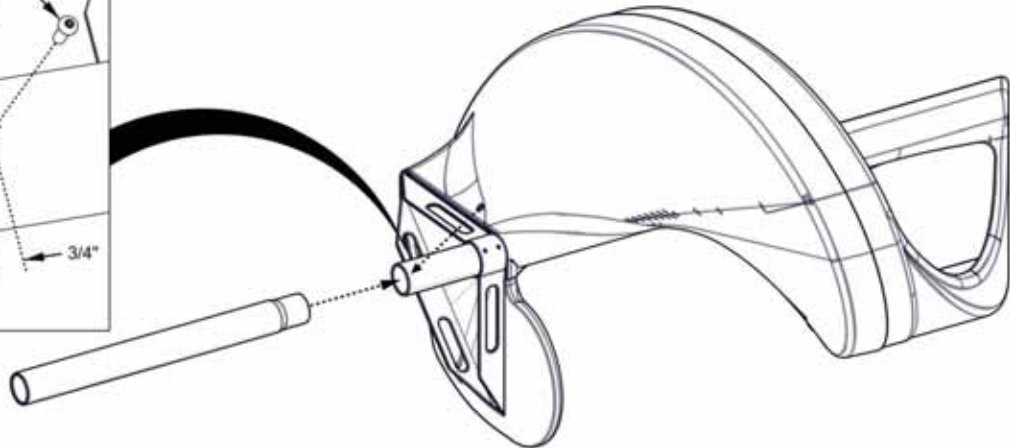
Detail 2-1 (Alternate Method)



STEP 3

Insert swaged tube into end of slide support post. Ensure swaged tube fits flush into support post. At 3/4" from edge of support post, drill one (1) 21/64" pilot hole through support post and swaged tube. Secure with one (1) 3/8" x 1-1/4" self-tapping security Torx. See Detail 3-1.

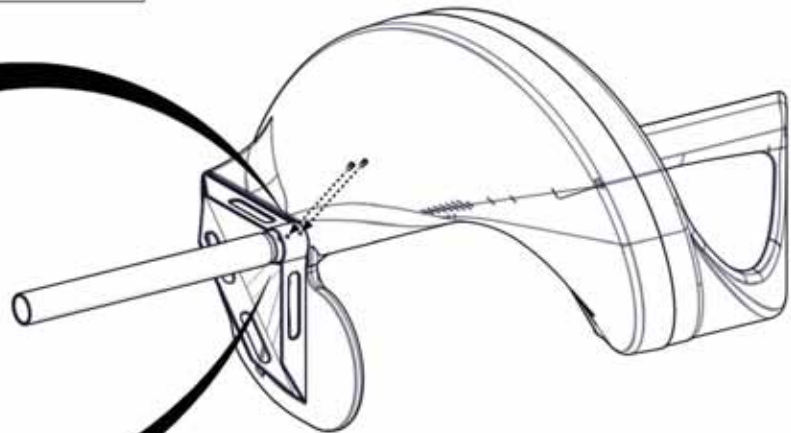
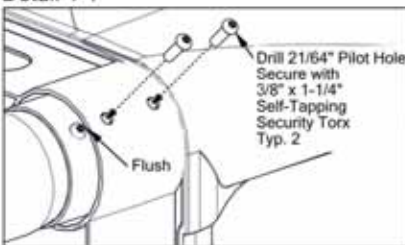
Detail 3-1



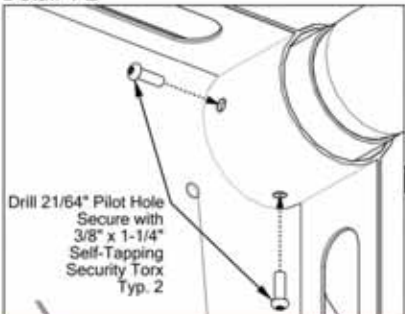
STEP 4

Secure support post to slide base. Fully insert support post into slide until 3/8" screw is flush against slide base. At four (4) holes in slide base, drill four (4) 21/64" through holes into support post. Secure with four (4) 3/8" x 1-1/4" self-tapping security Torx. See Detail 4-1 and Detail 4-2.

Detail 4-1



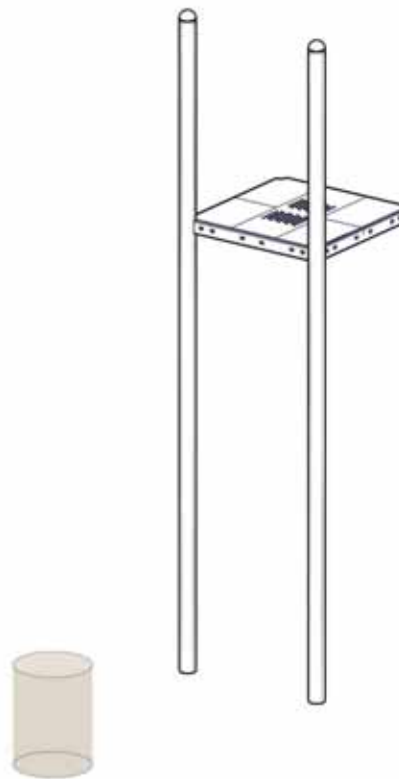
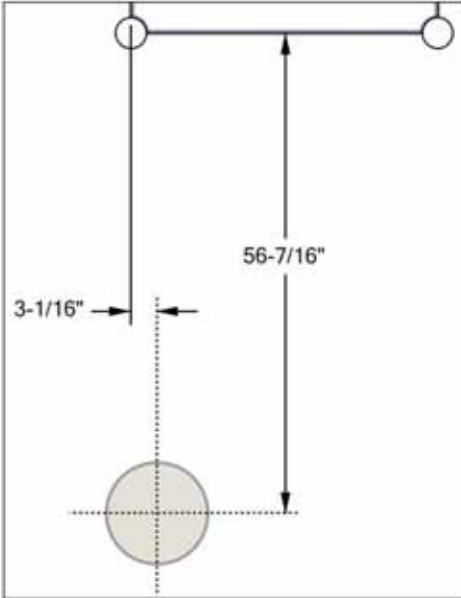
Detail 4-2



STEP 5

Prepare footing hole. Refer to site plan drawing and site elevation drawing for placement of all support posts. Installer is responsible for proper location of all support posts. See Detail 5-1 for footing hole spacing. Footing hole for support post must be 18" diameter and 24" deep. **DO NOT ADD CONCRETE.** Footing hole will be completed at STEP 14. Proceed to STEP 6.

Detail 5-1



MODEL NUMBER: TAD00292XX
DATE: 08/08/16

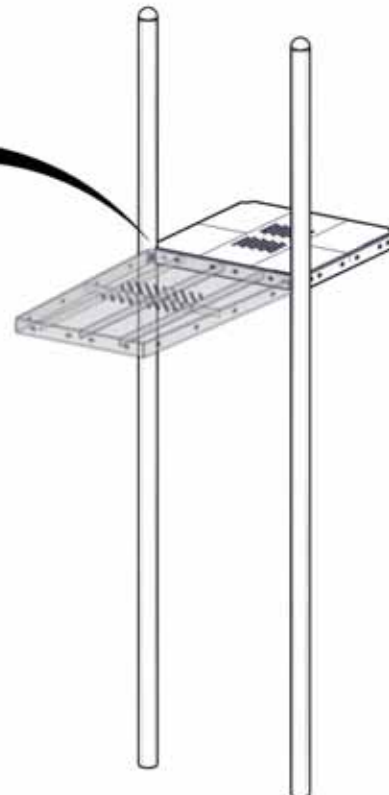
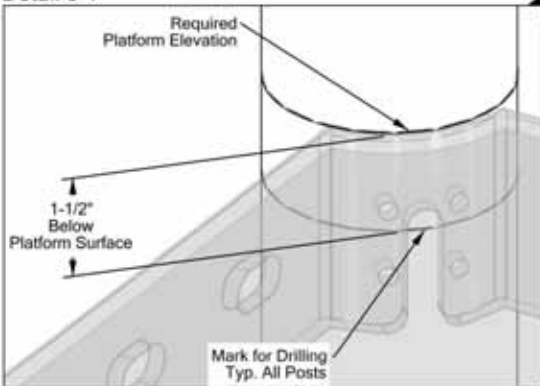
Page 7 of 17



STEP 6

Mark support posts for drilling. Determine required elevation of platform surface. If platform is butted against another platform, surfaces should be flush. Mark each support post 1-1/2" below platform surface elevation. See Detail 6-1.

Detail 6-1



MODEL NUMBER: TAD00292XX
DATE: 08/08/16

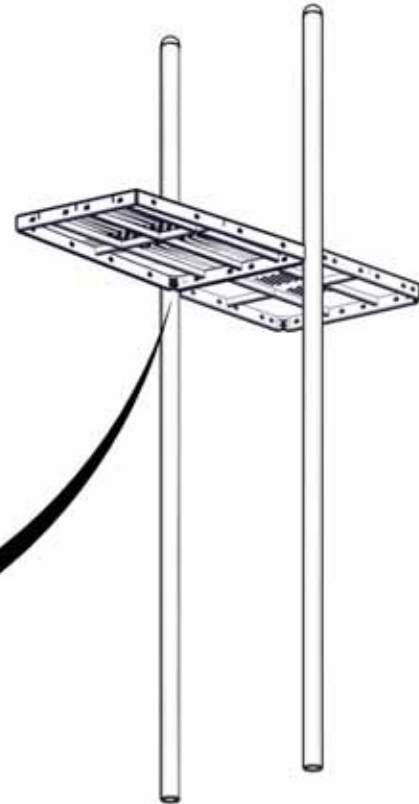
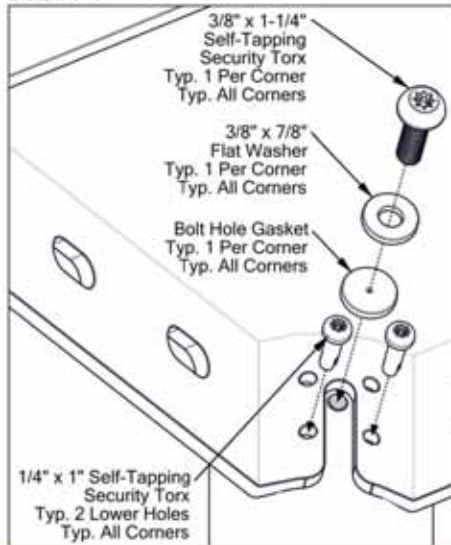
Page 8 of 17



STEP 7

Secure first corner of platform. At mark on each support post, drill one (1) 21/64" pilot hole into support post. Position platform between support posts. Secure first corner of platform with one (1) bolt hole gasket, one (1) 3/8" x 7/8" flat washer, and one (1) 3/8" x 1-1/4" self-tapping security Torx. At lower holes in platform corner, secure with two (2) 1/4" x 1" self-tapping security Torx. See Detail 7-1. Repeat for opposite corner.

Detail 7-1



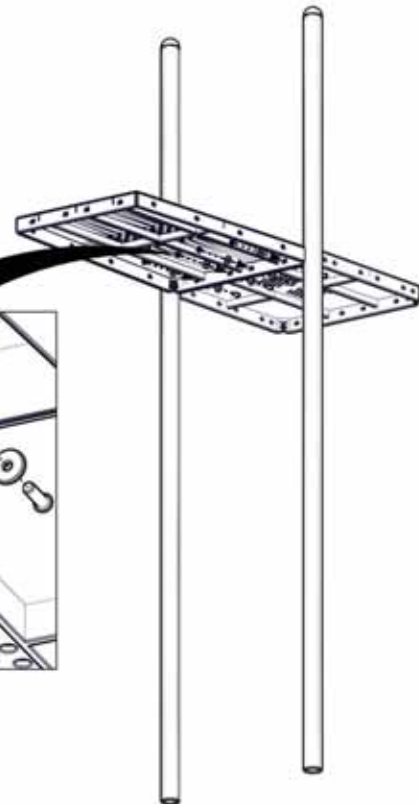
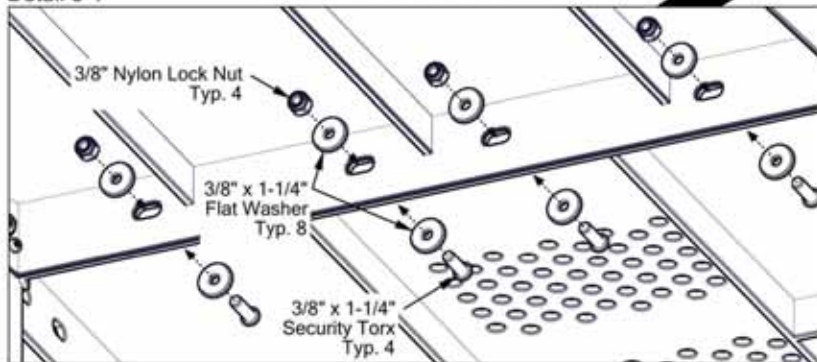
MODEL NUMBER: TAD00292XX
DATE: 08/08/16

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STEP 8

Secure platform to platform. At slots in platforms, secure with four (4) 3/8" x 1-1/4" security Torx, eight (8) 3/8" x 1-1/4" flat washers, and four (4) 3/8" Nylon lock nuts. See Detail 8-1.

Detail 8-1



MODEL NUMBER: TAD00292XX
DATE: 08/08/16

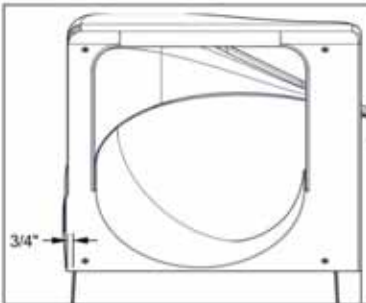
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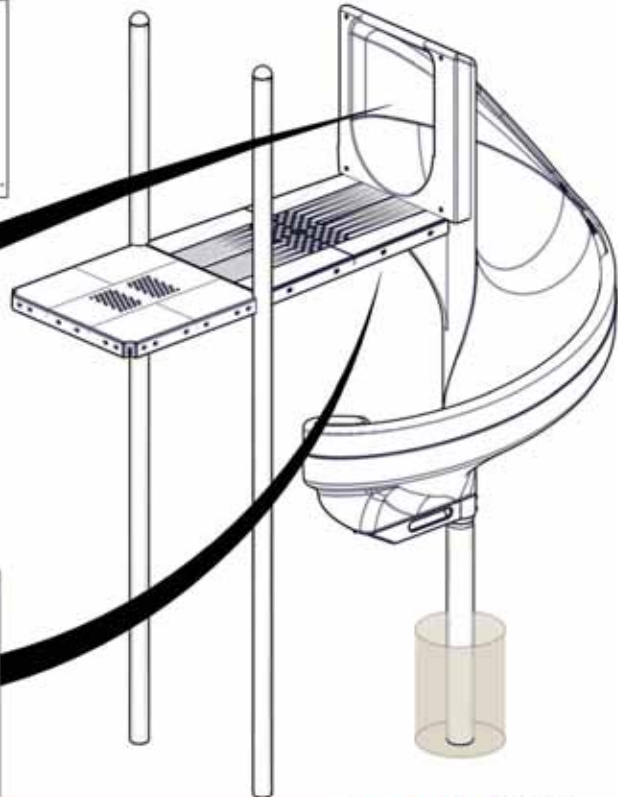
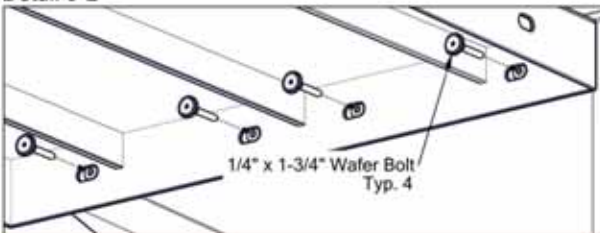
STEP 9

Mount slide to platform. Place slide assembly into footing hole. Ensure footing hole includes block in bottom. Left edge of slide should overhang 3/4" from edge of platform. See Detail 9-1. Ensure slide is plumb. Align holes in edge of platform with inserts in slide. Ensure platform is level. Adjustments can be made to footing hole depth or swaged tube length. At holes in edge of platform, secure with four (4) 1/4" x 1-3/4" wafer bolts. See Detail 9-2.

Detail 9-1



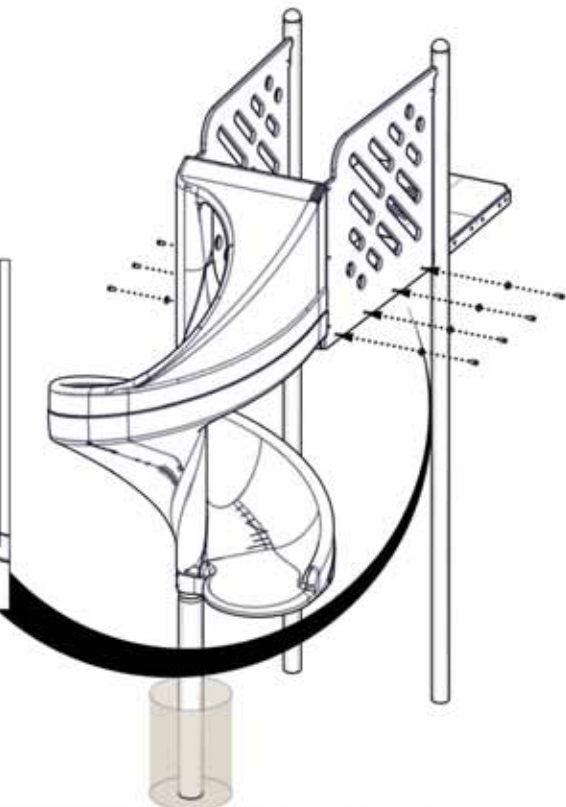
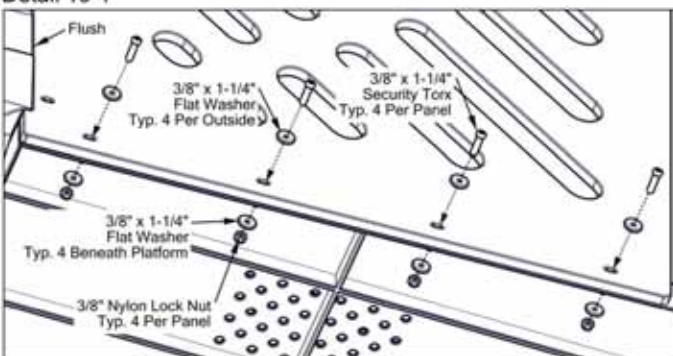
Detail 9-2



STEP 10

Mount side panels to platform. Align holes in bottom edge of panel with holes in side of platform. Front edge of panel should be flush against slide. Ensure panel is level. Secure with four (4) 3/8" x 1-3/4" security Torx, eight (8) 3/8" x 1-1/4" flat washers, and four (4) 3/8" Nylon lock nuts. See Detail 10-1. Repeat for opposite panel.

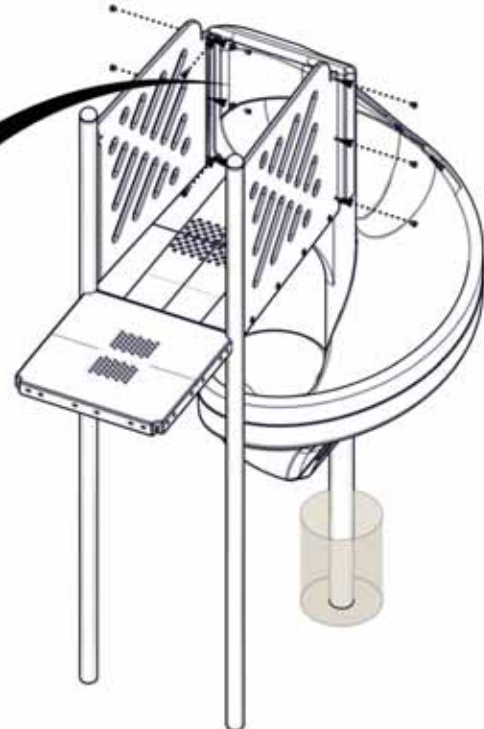
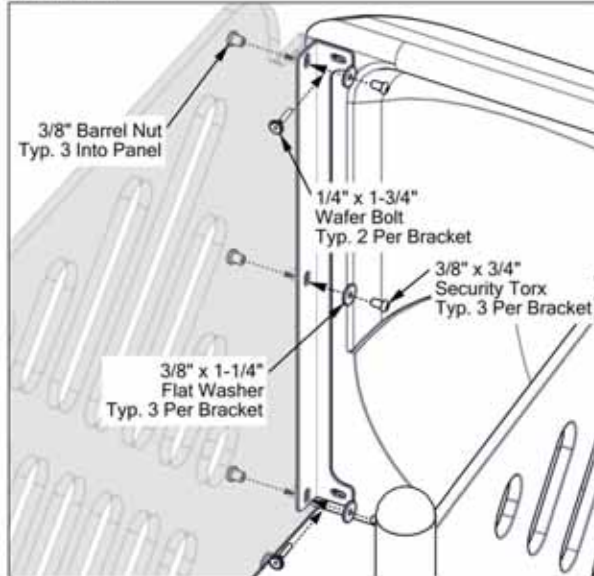
Detail 10-1



STEP 11

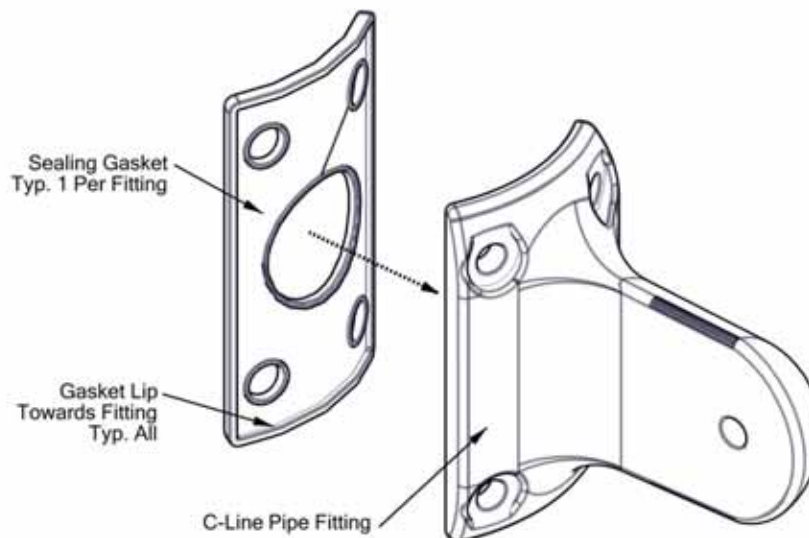
Mount corner brackets to panels and slide. Align holes in bracket with holes in panel edge and slide inserts. Secure bracket to panel with three (3) 3/8" x 3/4" security Torx, three (3) 3/8" x 1-1/4" flat washers, and three (3) 3/8" barrel nuts. Secure bracket to slide with two (2) 1/4" x 1-3/4" wafer bolts. See Detail 11-1. Repeat for opposite corner bracket.

Detail 11-1



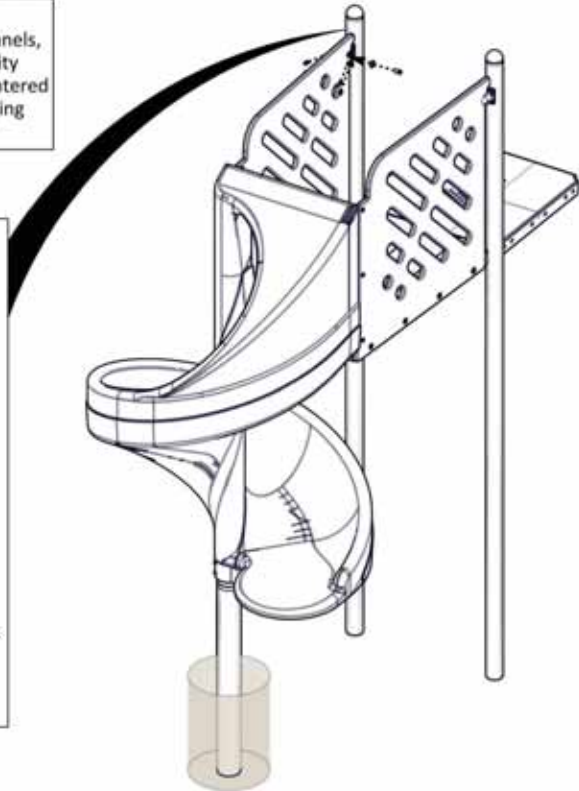
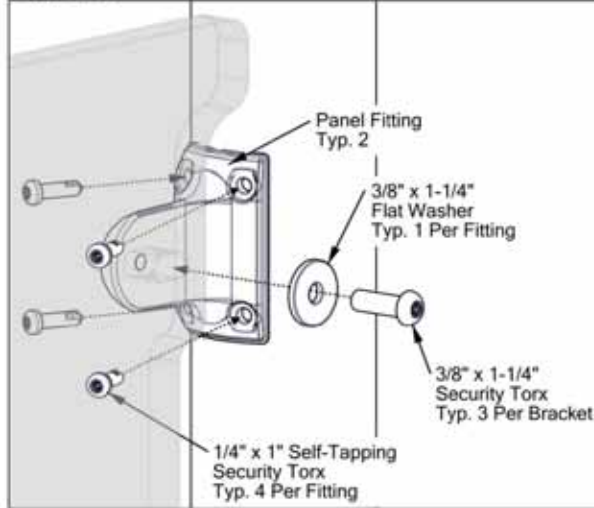
STEP 12

Mount sealing gaskets to pipe fittings. Remove adhesive backing from sealing gasket. Ensure gasket is square and centered on panel fitting. Sealing gaskets cannot be removed. Place gasket with lip facing fitting. Repeat for all pipe fittings.



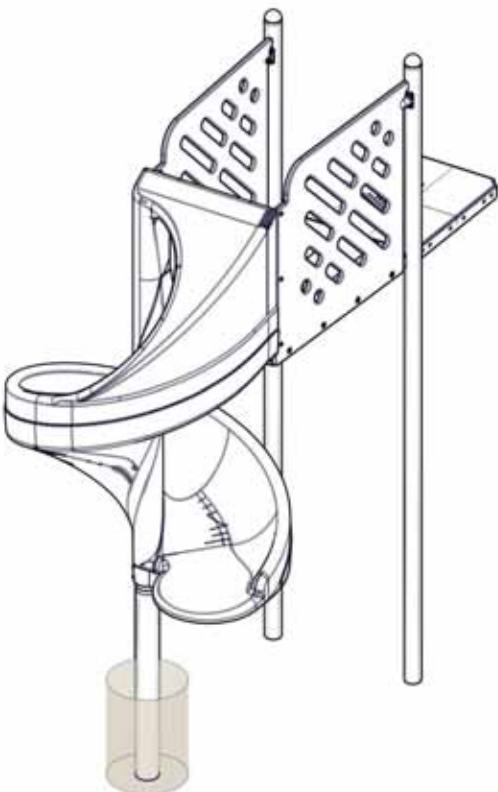
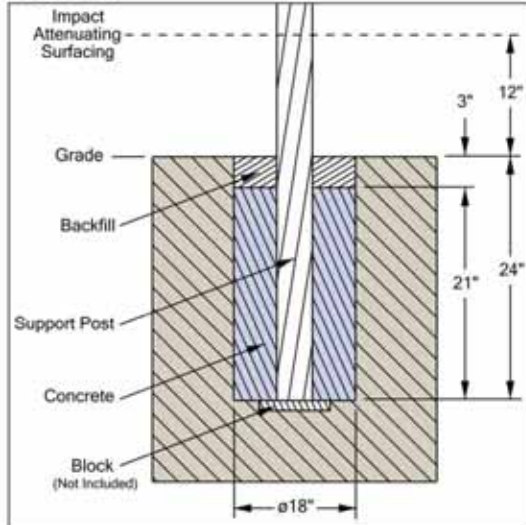
STEP 13
 Mount panel fittings to panels and support posts. At each hole in panels, secure one (1) panel fitting to panel with one (1) 3/8" x 1-1/4" security Torx and one (1) 3/8" x 1-1/4" flat washer. Ensure panel fitting is centered on support post. Secure each fitting with four (4) 1/4" x 1" self-tapping security Torx. See Detail 13-1. Repeat for opposite panel fitting.

Detail 13-1



STEP 14
 Complete setting of footing hole. Ensure support post is plumb. Fill footing hole with concrete to within 3" from ground surface. Allow concrete to cure based upon manufacturer's instructions. Backfill footing hole with dirt, flush with grade. See Detail 14-1 for footing hole details.

Detail 14-1



STEP 15
Check all connections and ensure structure is stable.
All concrete must be fully cured before use of structure.
Installation is complete.
Place one (1) Age Appropriate Sticker
on structure in a clearly visible location.

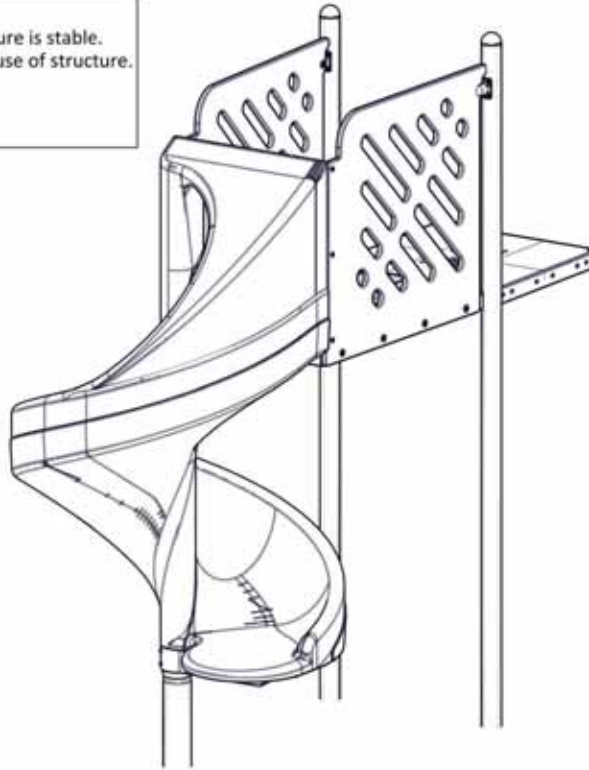


EXHIBIT 14





Thank you!

Sincerely,

Kyla Semino | Club Manager, LCAM | Solterra Resort

REALMANAGE FAMILY OF BRANDS | EVERGREEN LIFESTYLES MANAGEMENT

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



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



All,

Here is an update on the banner designs. The 2nd attachment is for the revised versions.

This is for materials only, I can give direction and help install the 1st time and then afterwards it is a very simple change out that we can have the landscape company do or maybe maintenance personnel..

Below is the cost, this is direct from my manufacturer at my cost, the final invoice would be sent to Solterra directly.

Option 1

18 oz. blackout vinyl

Holiday or Spring/summer banners (1 banner per pole)

- Total Quantity: 24
- Size : 30 "x 60"
- Design: custom
- # of Designs : 1 all the same of each.
- Printed 2 sides
- 3.25" opening for pockets top and bottom
- Set up fees: included
- Artwork charges : included
- Full 3-year warranty

Cost each : \$77.

24 banners@ \$77. Each: \$1,848

(shipping estimate)\$68.75

Option 2

18 oz. blackout vinyl

Holiday or Spring/summer banners (2 banners per pole)

- Total Quantity: 48
- Size : 30 "x 60"
- Design : custom
- # of Designs: 2 different complementing
- Printed 2 sides
- 3.25" opening for pockets top and bottom
- Set up fees: included
- Artwork charges : included
- Full 3-year warranty

Cost each : \$73.

48 banners@ \$73. Each: \$3,504

(shipping estimate)\$114.86

If it is very windy I would suggest using a stronger material that is the strongest for digital designs " custom coated main street fabric"

What is so unique on the custom coated mainstreet fabric:

- They are warranted for 3 full years
- They won't shadow
- They are made in the USA
- The process on how we produce them
- We take 2 pieces of 11 oz. polycotton material
- Print on one side of each of them
- We then insert a 10 oz. tear resistant blackout material between them.
- We then sew them all together to make a 32oz. material.



- We then clear coat it with a special" frog juice" which prevent scratching of the inks and makes them fade resistant for at least 3 years.
- We have tested this material for over 6 years with no issues with fading or tearing, especially in the Northeast conditions.

Custom coated mainstreet fabric

Holiday or Spring/summer banners (1 banner per pole)

- Total Quantity: 24
- Size : 30 "x 60"
- Design: custom
- # of Designs : 1 all the same of each.
- Printed 2 sides
- 3.25" opening for pockets top and bottom
- Set up fees: included
- Artwork charges : included
- Full 3-year warranty

Cost each : \$117

24 banners@ \$117. Each: \$2,808

(shipping estimate)\$82.26

Option 2

18 oz. blackout vinyl

Holiday or Spring/summer banners (2 banners per pole)

- Total Quantity: 48
- Size : 30 "x 60"
- Design : custom
- # of Designs: 2 different complementing
- Printed 2 sides
- 3.25" opening for pockets top and bottom
- Set up fees: included
- Artwork charges : included
- Full 3-year warranty

Cost each : \$113.

48 banners@ \$113. Each: \$5,424

(shipping estimate)\$138.95.

Brackets:

Fibreflex 1 brackets(Silver)

Includes :

- Top/Bottom bracket
- 2- 13/16th rods
- 2 pins- holds the banner in place
- Banding material with buckles
- 2 ty-wraps
- Warranted for 8 years
- Made in the USA
- Basically, everything needed to hang one banner

Cost for a set \$70.00 (holds one banner)

24 sets @\$70 each: \$1680

Shipping : \$114.75

Fibreflex 1 brackets(Silver)

Includes :

- Top/Bottom bracket



- 2- 13/16th rods
- 2 pins- holds the banner in place
- Banding material with buckles
- 2 ty-wraps
- Warranted for 8 years
- Made in the USA
- Basically, everything needed to hang one banner

Cost for a set \$70.00 (holds one banner)

48 sets @\$70 each: \$3,360

Shipping : \$149.60

Bryan Beaudry

Christmas Lighting Company

PO Box 1151

Pearl River, NY 10965

845-920-1771

ChristmasLightingCompany.com



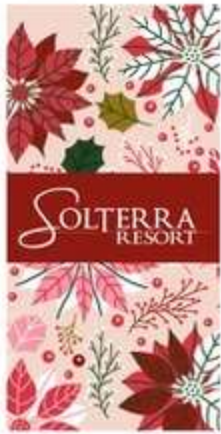


EXHIBIT 17





+4



Craig Top Grain Leather Accent Chair

Item 1667927

★★★★★ 5.0 (6) [Write a review](#)

Your Price **\$599.99**

Shipping & Handling Included*

Features:

- Color: Beige, Yellow, or Green
- 100% Top Grain Leather
- Removable Back Cushion
- Tall Metal Legs with Black Finish
- Coordinating Topstitching Details

Color : Beige



[Share](#) [Print](#)

Delivery

Estimated Friday, May 19 if ordered now.
Delivery ZIP Code: [33836 Change](#)

Quantity selector:

[Add to Cart](#)

Same-Day Delivery

This item is currently not available for Same-Day Delivery.

[Add to List](#)

Compare Product



+2



Kailin 5-piece Dining Set

Item 1418215

★★★★★ 3.9 (76) [Write a review](#)

Your Price **\$949.99**

Threshold Delivery Included

Features:

- Marble Veneer Table Top
- Dark Bronze Metal Base

[Share](#) [Print](#)

Delivery

Quantity selector:

[Add to Cart](#)

Arrives approximately 2 - 4 weeks from time of order.

Same-Day Delivery

This item is currently not available for Same-Day Delivery.

Please make sure that delivery access will be available and you have reserved to ensure the item will fit.



EXHIBIT 18



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 19



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.

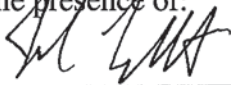
24. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Landlord and Tenant.

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 LYBSETT



Witness Printed Name
BYRON T. LOPREST

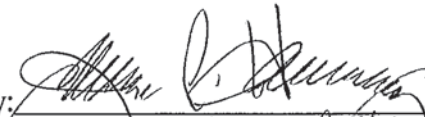
Signed, sealed and delivered
in the presence of:

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

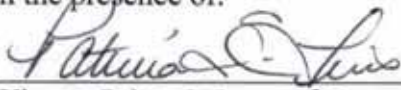
**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

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 Carmine*
Title: *CEO*

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



Exhibit A
Diagram of Café



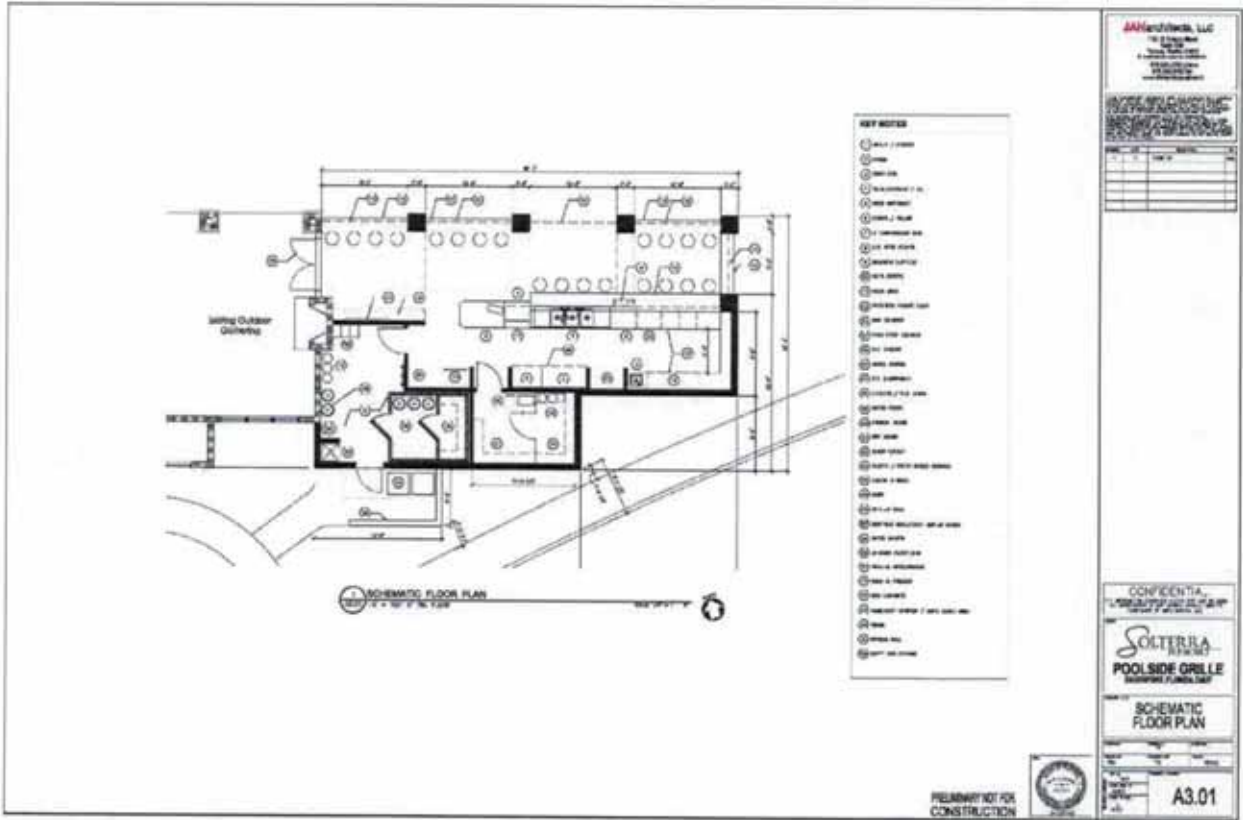


Exhibit B
Hours of Operation

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@cornerstonesolutionsgroup.com

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

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

Item	Qty	Description	Sell	Sell Total
1	1 ea	INDOOR WALK-IN COOLER/FREEZER American Panel Corporation Model No. APSRPG8 American Panel Two Compartment Walk-In, model #APSRPG8. 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	\$3,449.00	<Alternate>
		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		
	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	\$136.00	\$136.00
		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)		
	Class 55	Weight: 35 lbs total		
9	1 ea	WORKTOP FREEZER	\$2,549.00	\$2,549.00
		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		
	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	\$3,447.00	<Alternate>
		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		



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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/prezel, 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	\$2,266.00	\$2,266.00
		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		
	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	\$11,535.00	\$11,535.00
		Captive-Aire Cook Line Hood To Consist Of: * HOOD #1 - COOK LINE		
	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/designairsystems.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 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®	\$4,395.00	\$4,395.00
	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 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®	\$6,875.00	<Alternate>
	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 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	\$2,795.00	\$2,795.00
	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
		silicone, hardware & fittings, field installation kit) (NOTE: keg couplers sold separately)		
	1 ea	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
<p>This Job / Quotation Includes The Following SCOPE OF WORK, Delivery Charges As Listed: (UNION LABOR NOT INCLUDED)</p> <p>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.</p>				
			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



Evergreen Eats Solterra, LLC

Statement of Revenues and Expenses 4/1/2023 - 4/30/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Cafe Income							
40-4015-000 - Beer/Wine Income	17,326.08	-	17,326.08	64,726.33	-	64,726.33	-
40-4020-000 - Food Income	30,557.94	-	30,557.94	112,632.32	-	112,632.32	-
40-4195-000 - Cash Over/Short	176.09	-	176.09	186.77	-	186.77	-
40-4260-000 - Cafe Sales Tax Allowance	30.00	-	30.00	120.00	-	120.00	-
40-4350-000 - Miscellaneous Income	9,013.22	-	9,013.22	34,302.50	-	34,302.50	-
Total Cafe Income	57,103.33	-	57,103.33	211,967.92	-	211,967.92	-
Cost of Goods Sold							
41-4080-000 - Beer/Wine Costs	(2,453.39)	-	(2,453.39)	(9,696.35)	-	(9,696.35)	-
41-4085-000 - Food Costs	(11,355.23)	-	(11,355.23)	(66,377.69)	-	(66,377.69)	-
Total Cost of Goods Sold	(13,808.62)	-	(13,808.62)	(76,074.04)	-	(76,074.04)	-
Total Income	43,294.71	-	43,294.71	135,893.88	-	135,893.88	-
Operating Expense							
Administrative Expense							
50-5160-000 - Office Expenses and Supplies	-	-	-	183.57	-	(183.57)	-
61-6105-000 - Payroll Wages	16,188.41	-	(16,188.41)	63,806.62	-	(63,806.62)	-
61-6110-000 - Payroll Burden	4,532.76	-	(4,532.76)	25,874.15	-	(25,874.15)	-
61-6115-000 - Bank Service Charges	80.52	-	(80.52)	222.84	-	(222.84)	-
61-6125-000 - Credit Card and Point of Sales Service Fees	1,380.48	-	(1,380.48)	5,383.60	-	(5,383.60)	-
61-6130-000 - Licensing & Taxes	-	-	-	1,932.56	-	(1,932.56)	-
61-6140-000 - Professional Fees	2,716.48	-	(2,716.48)	11,166.64	-	(11,166.64)	-
Total Administrative Expense	24,898.65	-	(24,898.65)	108,569.98	-	(108,569.98)	-
Operational Expense							
63-6370-001 - Rental Expense	1,200.00	-	(1,200.00)	4,800.00	-	(4,800.00)	-
63-6375-000 - Restaurant Supplies	2,315.71	-	(2,315.71)	12,644.52	-	(12,644.52)	-
Total Operational Expense	3,515.71	-	(3,515.71)	17,444.52	-	(17,444.52)	-
Maintenance Expense							
64-6400-000 - Repairs & Maintenance	-	-	-	9,957.00	-	(9,957.00)	-
Total Maintenance Expense	-	-	-	9,957.00	-	(9,957.00)	-
Total Expense	28,414.36	-	(28,414.36)	135,971.50	-	(135,971.50)	-
Operating Net Total	14,880.35	-	14,880.35	(77.62)	-	(77.62)	-
Net Total	14,880.35	-	14,880.35	(77.62)	-	(77.62)	-

EXHIBIT 20



**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 21



RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AMENITY FACILITIES RULES AND POLICIES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt rules setting amenity rules and rates pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended Amenity Facilities Rules and Policies on _____, 2023, at __:__.m., at the Solterra Resort Clubhouse, 5200 Solterra Boulevard, Davenport, Florida 33837.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED THIS 2ND DAY OF JUNE, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors



EXHIBIT 22



This instrument prepared by
and return to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
(407) 649-4000

QUIT CLAIM DEED
(Solterra Phase 2B: Tract B-2)

THIS QUIT CLAIM DEED is made and executed this ____ day of March, 2023 by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (“Grantor”), having an address of 4901 Vineland Road, Suite 460, Orlando, Florida 32811, to **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida (“Grantee”), whose address is c/o DPF, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746:

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument, singular and plural, and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described land, situate lying and being in Polk County, State of Florida, to wit (the “Property”):

Tract B-2 as shown on the plat of SOLTERRA PHASE 2B, as recorded in Plat Book 173, Pages 38 through 43, of the Public Records of Polk County, Florida.

TO HAVE AND TO HOLD the same together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, in fee simple forever.

The conveyance and acceptance of the Property is made subject to covenants, restrictions, reservations, plats and rights-of-way of record, but this reference thereto shall not act to re-impose the same, and is expressly subject to all of the terms and conditions of the plat, including, but not limited to, the rights and easements granted and reserved by the Grantor, its grantees, successors and assigns, pursuant to the plat.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Name: _____

By: _____

Name: Max Perlman

Title: Vice President of Land Acquisition

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of March, 2023, by Max Perlman, as Vice President of Land Acquisition of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public

Typed or Printed Name of Notary

Commission No.: _____

My Commission Expires: _____





Marsha M. Faux, CFA, ASA
 Polk County Property Appraiser
 Print Date: 03/07/2023

2022

Owner/Mailing Address:
 PULTE HOME COMPANY LLC
 4901 VINELAND RD STE 500
 ORLANDO FL 32811-7383

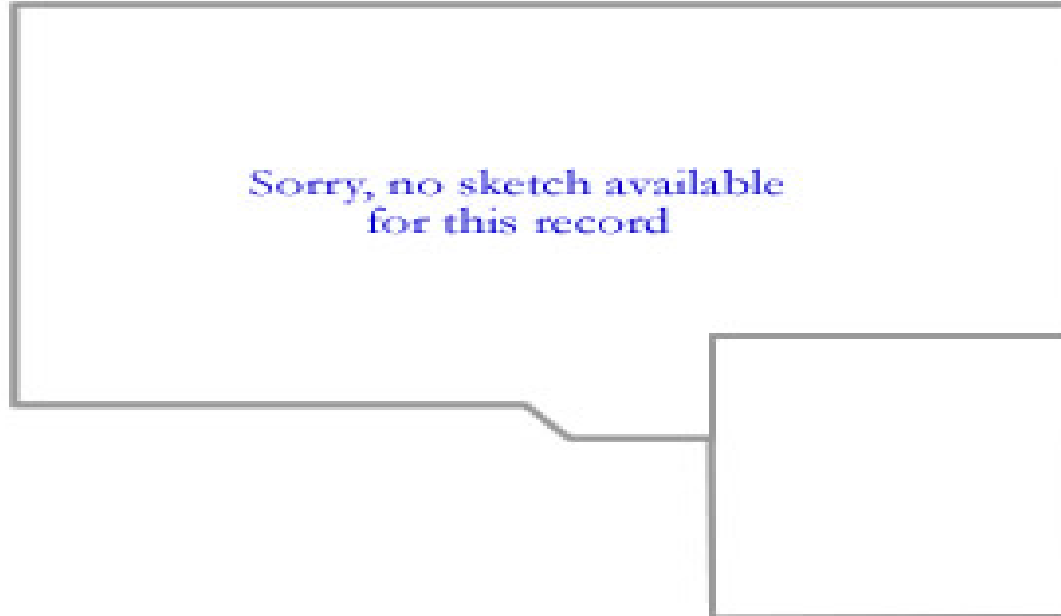
Site Address:
 OAKMOSS LOOP DAVENPORT 33837

27-26-10-701309-002240

** SOLTERRA PHASE 2B PB 173 PGS 38-43
 TRACT B-2 THAT PT LYING S OF A LINE DESC AS
 BEG SE COR LOT 164 S48-58-23E 116.05 FT TO E LINE

Building Characteristics				
Category		Type		
Category	Units	Adjustment		
Base Rate Adj.		Adjustment		
Depreciation Adj		Adjustment		
Type	Class	Quality	Perimeter	
Type	Style	Class	Quality	Perimeter
AYB	EYB	RCNLD	Norm Dpr	%Good

0900 Vac. Residential / or Misc Imp. Common Elements/Areas



RCNLD - Replacement Cost New Less Depreciation

Card 1 of 1
 Building No: -

** Sales Data						
Date	Q	VI	OR Bk/PG	Price	Grantor	Grantee
04/30/2019	05	V	10831 / 02018	4,300,000	AK OAKMONT LLC	PULTE HOME COMPANY LLC
08/16/2018	11	V	10591 / 01773	100	SOLTERRA RESORT COMMUNITY DEVEL...	AK OAKMONT LLC
08/15/2013	05	V	09040 / 00591	3,950,000	REDUS FLORIDA LAND LLC	AK OAKMONT LLC
05/27/2011	12	V	08396 / 01974	100	OAKMONT GROVE VENTURE LLC	REDUS FLORIDA LAND LLC

* The Just Market Value for income properties is derived from the actual/potential income generated. As a result, the Just Market Value for properties valued by the Income approach may not be equal to the sum of the values for Land, Building, and Misc Item.

Please Note: All address, owner, legal description, and sales data is current. All other data, including buildings, extra features, land lines, value and tax information, is from 2022 tax roll. The information provided is believed to be correct but is subject to change and is not guaranteed.

**Additional lines of information pertaining to this record are not displayed due to size limitation of this report. For additional data, and definitions of terms used on this report please see:

<http://www.polkpa.org/CamaDisplay.aspx?OutputMode=Display&SearchType=RealEstate&ParcelID=272610701309002240>

Total Acreage: 0.65

Millage Code: 9000

Neighborhood Code: 139854.01

Neighborhood Adj:

Value Summary 2022

Market Valuation Method: Marshall & Swift
Market Valuation:

Market Land Value: 0
 Classified Land Value: 0
 * Assd Land Value: 0
 * Tot Bldg Value: 0
 * Tot XF Value: 0
 Tot Jst Value: 0
 Market Value: 0

Homestead Cap:

Overall % Cap: 0.00%
 Cap Base Year: 0
 HX Usage % Cap: 0.00%
 Prior Market: 0
 Prior Base: 0
 Initial Base: 0
 Current Base: 0
 Maximum Cap: 0
 Market Value: 0
 Capped Value: 0

Non-Homestead Cap:

Cap Base Year: 2020
 Usage % Cap: 0.00%
 Prior Market: 0
 Prior Base: 0
 Initial Base: 0
 Current Base: 0
 Maximum Cap: 0
 Market Value: 0

Assessment Values:

Ag Land: 0
 Homestead: 0
 Non-Homestead: 0
 Cap Diff: 0
 Portability: 0
 Total Value: 0
 Exemption Value: 0
 Taxable Value: 0
 School Taxable Val: 0





Marsha M. Faux, CFA, ASA
 Polk County Property Appraiser
 Print Date: 03/07/2023

2022

Owner/Mailing Address:
 PULTE HOME COMPANY LLC
 4901 VINELAND RD STE 500
 ORLANDO FL 32811-7383

Site Address:
 OAKMOSS LOOP DAVENPORT 33837

27-26-10-701309-002240

** SOLTERRA PHASE 2B PB 173 PGS 38-43
 TRACT B-2 THAT PT LYING S OF A LINE DESC AS
 BEG SE COR LOT 164 S48-58-23E 116.05 FT TO E LINE

No Extra Features

Land Lines

Note: Land Line values are related to the overall property and are not building specific.

#	Land Type	Use Code	Description	Front Feet	Depth	Units	Unit Type	Depth Table	Depth Factor	Unit Price	Adjusted Unit Price	% Condition	Adjusted Value
1	C	0986	HOA Common Element	0.00	0.00	1.00	U	0	1.00	0.00	0.00	100.00%	

Sub Areas for Building

Please see <https://www.polkpa.org/showLookupTable.aspx?table=sar> for a list of codes and descriptions.





INSTR # 2020205744
BK 180 Pgs 30-31 PG(s)2
RECORDED 10/01/2020 08:34:41 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$45.00
RECORDED BY tonyrat1

Plat Name: SOLTERRA PHASE 2B REPLAT

Section 10
Township 26 South
Range 27 East

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 1st day of October, 2020

Recorded in Plat Book: 180
Page(s) ----- 30-31
Record verified: 10/1/2020

Stacy M. Butterfield
Clerk of Circuit Court

By: Alison Holland
Alison Holland
Deputy Clerk





INSTR # 2019184114
BK 173 Pgs 38-43 PG(s)6
RECORDED 08/30/2019 09:41:20 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$105.00
RECORDED BY shakcamp

Plat Name: SOLTERRA PHASE 2B REPLAT

Section 10
Township 26 South
Range 27 East

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 30th day of August 2019

Recorded in Plat Book: 173
Page(s) ----- 38-43

Record verified 8/30/19

Stacy M. Butterfield
Clerk of Circuit Court

By: Erin Valle
Erin Valle
Deputy Clerk



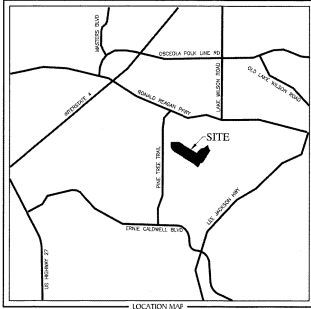
SOLLTERA PHASE 2B

A REPLAT OF A PORTION OF TRACT P6000, OAKMONT PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, PAGE 16 AND A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

PLAT BOOK PAGE NO. 173 38

DESCRIPTION: A portion of Tract P6000, OAKMONT PHASE 1, according to the plat thereof as recorded in Plat Book 148, Page 16 of the Public Records of Polk County, Florida and a parcel of land lying in Section 10, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of Lot 175 of the aforesaid OAKMONT PHASE 1, thence run along the boundary of said OAKMONT PHASE 1 and the Eastern extension thereof N 80°00'00"E, a distance of 445.64 feet, thence S 58°59'32"E, a distance of 130.27 feet to a point on the aforesaid boundary of OAKMONT PHASE 1, thence along said boundary the following (5) courses: 1) S 15°52'32"E, a distance of 154.82 feet; 2) N 41°38'47"E, a distance of 48.81 feet; 3) S 15°52'32"E, a distance of 20.70 feet; 4) N 55°42'27"E, a distance of 21.82 feet; 5) N 43°13'16"E, a distance of 151.02 feet; thence N 70°53'45"E, a distance of 188.01 feet; thence S 24°45'42"E, a distance of 203.88 feet; thence Southwesterly, 331.86 feet along the arc of a non-tangent curve to the left having a radius of 602.08 feet and a central angle of 47°56'47" (chord bearing S 27°24'45"E, 384.54 feet); thence S 30°17'29"W, a distance of 177.02 feet; thence Westerly, 168.83 feet along the arc of a tangent curve to the right having a radius of 108.30 feet and a central angle of 89°33'54" (chord bearing S 76°44'22"W, 152.15 feet); thence S 30°17'29"W, a distance of 82.02 feet; thence S 80°18'48"E, a distance of 54.36 feet; thence S 59°45'27"W, a distance of 100.00 feet; thence S 80°18'48"E, a distance of 37.23 feet; thence S 30°17'29"W, a distance of 108.87 feet to a point on the North Right of Way line of Solterra Boulevard per SOLLTERA PHASE 2A1, according to the plat thereof as recorded in Plat Book 148, Page 16 of the Public Records of Polk County, Florida; thence along said North Right of Way line the following (12) courses: 1) N 45°01'38"W, a distance of 283.00 feet; 2) Northerly, 38.25 feet along the arc of a tangent curve to the right having a radius of 23.50 feet and a central angle of 78°35'17" (chord bearing N 00°11'14"W, 34.83 feet); 3) N 42°21'47"W, a distance of 40.00 feet; 4) Westerly, 38.25 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 87°39'35" (chord bearing S 41°28'17"W, 34.83 feet); 5) Northerly, 12.71 feet along the arc of a reverse curve to the left having a radius of 180.00 feet and a central angle of 04°13'44" (chord bearing N 50°46'47"W, 79.76 feet); 6) S 15°52'32"E, a distance of 628.88 feet; 7) Northerly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N 1°59'30"W, 35.36 feet); 8) N 88°59'53"W, a distance of 40.00 feet; 9) Westerly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S 78°04'28"W, 35.36 feet); 10) N 38°50'32"W, a distance of 203.77 feet; 11) Northerly, 398.81 feet along the arc of a tangent curve to the right having a radius of 380.00 feet and a central angle of 88°58'52" (chord bearing N 2°59'27"E, 393.81 feet); 12) N 00°00'00"W, a distance of 16.28 feet to the POINT OF BEGINNING.



COUNTY COMMISSIONERS CONDITIONAL APPROVAL: STATE OF FLORIDA, COUNTY OF POLK. This plat is conditionally approved by the Board of County Commissioners of Polk County, Florida, on this 13th day of July, A.D. 2019 in open meeting of the Board of County Commissioners of Polk County, Florida. The plat was not reviewed and approved for certification as recorded in the Public Records of Polk County, Florida.

COUNTY COMMISSIONERS APPROVAL: STATE OF FLORIDA, COUNTY OF POLK. This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177 Part 1, Florida Statutes, relating to the recording of plats and maps.

COUNTY SURVEYORS APPROVAL: STATE OF FLORIDA, COUNTY OF POLK. This plat has been reviewed and found to be substantially in compliance with the provisions of Chapter 177 Part 1, Florida Statutes, relating to the recording of plats and maps.

CLERK OF THE CIRCUIT COURT: STATE OF FLORIDA, COUNTY OF POLK. I, Ryan M. DeWitt, Clerk of the Circuit Court of Polk County, Florida do hereby certify that this plat has been approved for recording in the Public Records of Polk County, Florida.

LAND DEVELOPMENT DIVISION APPROVAL: STATE OF FLORIDA, COUNTY OF POLK. This plat is hereby approved by the Land Development Division.

SURVEYOR'S CERTIFICATION: I, the undersigned surveyor, hereby certify that this Plat is a correct representation of the land being subdivided, that this plat was prepared under my direction and supervision, that this plat complies with all the requirements of Chapter 177, Part 1, Florida Statutes, and the Polk County Land Development Code; that all pertinent references thereto are in accordance with the conditions of recording.

ACKNOWLEDGMENT: State of Florida, County of Orange. The foregoing instrument was acknowledged before me this 25th day of July, 2019, by NEEL KLAIRHOFF as Director of Land of Public Home Company, LLC, a Michigan Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Orange. The foregoing instrument was acknowledged before me this 25th day of July, 2019, by NEEL KLAIRHOFF as Director of Land of Public Home Company, LLC, a Michigan Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

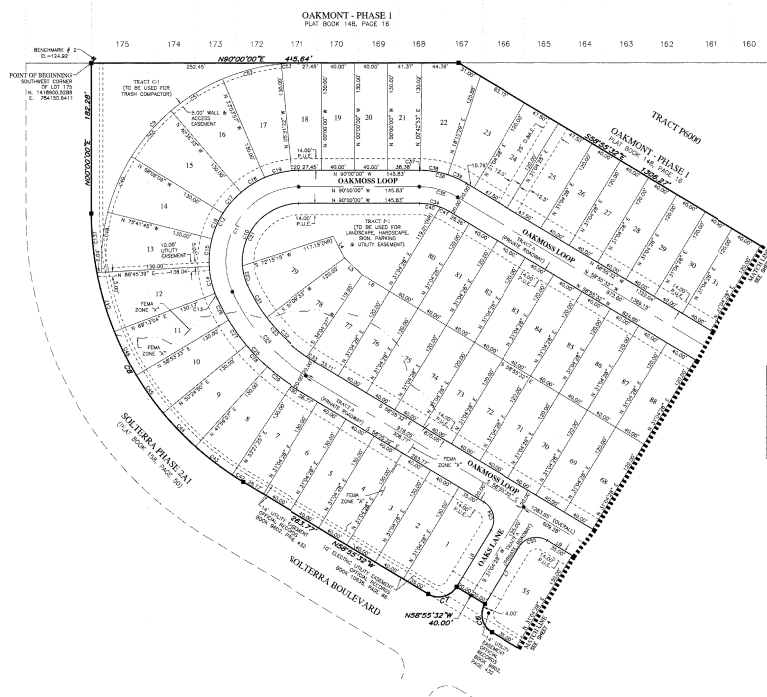
ACKNOWLEDGMENT: State of Florida, County of Hillsborough. The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by JAMES P. HARVEY as Vice President of Oakmont LLC, a Florida Limited Liability Company, on behalf of the company, the Specially Known to me.

- NOTES: 1. Height and Elevation coordinates (provided in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1983) established by the National Oceanic and Atmospheric Administration. 2. Lot lines are not subject to subdivision unless otherwise noted. 3. Subdivision plans do not constitute a condemnation or whether property is or is not land. Land within the boundaries of this plat may or may not be subject to the Flood Hazard Insurance Program for Polk County. 4. Polk County, its employees, contractors, or other persons are not authorized to alter or interfere with or impede any utility, drainage or other operations granted hereunder. 5. All plat and utility assessments shall provide that such assessments shall also be assessments for the construction, installation, maintenance, and operation of the facilities and services of all public utilities, gas, or other public utility. 6. Bookends shown herein are in feet and refer to the National Geodetic Vertical Datum of 1988 (NGVD88). 7. This plat is in full compliance with all applicable laws, rules, and regulations of the State of Florida, the Federal Emergency Management Agency (FEMA), Flood Insurance Risk Map (FIRM), Community Flood Map (CFM), and Flood Insurance Study (FIS) prepared by the Federal Emergency Management Agency, Base Flood Elevation or Design Flood Elevation as provided for previously approved Flood Insurance Study for Solterra Phase 2B, Polk County, Florida. 8. All items of recording on this plat are accompanied by the following recorded instruments found in the Public Records of Polk County, Florida: a. Plats as recorded on the Plat Commission Book 1 recorded in the Public Records of Polk County, Florida: 1) Plat Commission Book 148, Page 16 through 17. b. Amended and Repealed Ordinances of Countywide, Ordinance, Ordinances and Resolutions by the Board of County Commissioners of Polk County, Florida: 1) Ordinance No. 2007-001, Ordinance No. 2007-002, Ordinance No. 2007-003, Ordinance No. 2007-004, Ordinance No. 2007-005, Ordinance No. 2007-006, Ordinance No. 2007-007, Ordinance No. 2007-008, Ordinance No. 2007-009, Ordinance No. 2007-010, Ordinance No. 2007-011, Ordinance No. 2007-012, Ordinance No. 2007-013, Ordinance No. 2007-014, Ordinance No. 2007-015, Ordinance No. 2007-016, Ordinance No. 2007-017, Ordinance No. 2007-018, Ordinance No. 2007-019, Ordinance No. 2007-020, Ordinance No. 2007-021, Ordinance No. 2007-022, Ordinance No. 2007-023, Ordinance No. 2007-024, Ordinance No. 2007-025, Ordinance No. 2007-026, Ordinance No. 2007-027, Ordinance No. 2007-028, Ordinance No. 2007-029, Ordinance No. 2007-030, Ordinance No. 2007-031, Ordinance No. 2007-032, Ordinance No. 2007-033, Ordinance No. 2007-034, Ordinance No. 2007-035, Ordinance No. 2007-036, Ordinance No. 2007-037, Ordinance No. 2007-038, Ordinance No. 2007-039, Ordinance No. 2007-040, Ordinance No. 2007-041, Ordinance No. 2007-042, Ordinance No. 2007-043, Ordinance No. 2007-044, Ordinance No. 2007-045, Ordinance No. 2007-046, Ordinance No. 2007-047, Ordinance No. 2007-048, Ordinance No. 2007-049, Ordinance No. 2007-050, Ordinance No. 2007-051, Ordinance No. 2007-052, Ordinance No. 2007-053, Ordinance No. 2007-054, Ordinance No. 2007-055, Ordinance No. 2007-056, Ordinance No. 2007-057, Ordinance No. 2007-058, Ordinance No. 2007-059, Ordinance No. 2007-060, Ordinance No. 2007-061, Ordinance No. 2007-062, Ordinance No. 2007-063, Ordinance No. 2007-064, Ordinance No. 2007-065, Ordinance No. 2007-066, Ordinance No. 2007-067, Ordinance No. 2007-068, Ordinance No. 2007-069, Ordinance No. 2007-070, Ordinance No. 2007-071, Ordinance No. 2007-072, Ordinance No. 2007-073, Ordinance No. 2007-074, Ordinance No. 2007-075, Ordinance No. 2007-076, Ordinance No. 2007-077, 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2007-617, Ordinance No. 2007-618, Ordinance No. 2007-619, Ordinance No. 2007-620, Ordinance No. 2007-621, Ordinance No. 2007-622, Ordinance No. 2007-623, Ordinance No. 2007-624, Ordinance No. 2007-625, Ordinance No. 2007-626, Ordinance No.

SOLTERRA PHASE 2B

A REPLAT OF A PORTION OF TRACT P6000, OAKMONT PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, PAGE 16 AND A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

PLAT BOOK PAGE NO.
173 40



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	90°00'00"	39.27'	39.27'	S 17°52'34" E
C2	25.00'	90°00'00"	39.27'	39.27'	S 76°04'38" W
C3	250.00'	58°52'32"	290.21'	173.07'	N 22°27'40" W
C4	250.00'	92°12'52"	300.00'	184.86'	S 42°52'52" E
C5	25.00'	90°00'00"	39.27'	39.27'	S 82°49'32" W
C6	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C7	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C8	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C9	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C10	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C11	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C12	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C13	110.00'	173°32'38"	33.88'	33.88'	N 23°04'31" E
C14	110.00'	173°32'38"	33.88'	33.88'	N 42°09'51" E
C15	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C16	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C17	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C18	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C19	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C20	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C21	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C22	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C23	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C24	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C25	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C26	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C27	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C28	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C29	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C30	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C31	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C32	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C33	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C34	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C35	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C36	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C37	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C38	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C39	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C40	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C41	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C42	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C43	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C44	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C45	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C46	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C47	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C48	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C49	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C50	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C51	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C52	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C53	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C54	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C55	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C56	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C57	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C58	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C59	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C60	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C61	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C62	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C63	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C64	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C65	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C66	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C67	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C68	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C69	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C70	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C71	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C72	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C73	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C74	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C75	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C76	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C77	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C78	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C79	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C80	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C81	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C82	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C83	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C84	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C85	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C86	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C87	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C88	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C89	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C90	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C91	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C92	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C93	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C94	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C95	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C96	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C97	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C98	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C99	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C100	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 27°17'58" E	13.87'
L2	N 49°09'51" W	29.47'
L3	N 59°48'51" W	38.47'
L4	S 1°04'28" E	80.00'
L5	N 31°04'48" E	80.00'
L6	N 58°30'52" W	109.89'

LEGEND:
 - - - - - Indicates (P.B.M.) Permanent Reference Monument - "P.M." Concrete Monument LB7768, unless otherwise noted.
 - - - - - Indicates (P.S.M.) Offset Permanent Reference Monument - "P.M." Concrete Monument LB7768, unless otherwise noted.
 - - - - - Indicates (P.C.P.) Permanent Control Point LB7768, unless otherwise noted.
 - - - - - Indicates (P.U.E.) Permanent Control Point LB7768, unless otherwise noted.
 - - - - - Indicates Public Utility Easement.
 D.B.A.E. - - - - - Indicates Private Drainage and Access Easement.

FLOOD ZONE NOTE:
 THE PLATTED LANDS OF SOLTERRA PHASE 2B SHOWN HEREON, LIES IN FLOOD ZONE "A" AND "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY, FLORIDA AND INCORPORATED AS A COMMUNITY PANEL NUMBER 1710202306 DATED DECEMBER 22, 2016. BASE FLOOD ELEVATIONS FOR DRAINAGE AREA FLOODING IS PROVIDED BY PREVIOUSLY APPROVED FLOOD STUDY FOR SOLTERRA PHASE 2 BY HEDT DESIGN, LLC.

FLOOD HAZARD WARNING:
 THIS PROPERTY MAY BE SUBJECT TO FLOODING, EVEN MEETING FEDERAL, STATE, OR LOCAL STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWAGE SYSTEMS, AND WATER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

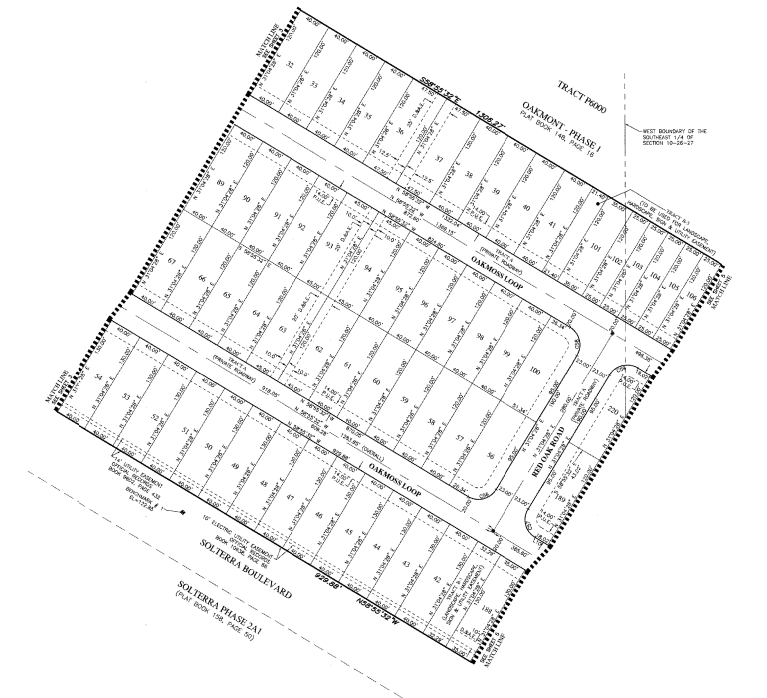
GeoPoint
 SURVEYING, INC.
 155 W. Main St., Suite 100, Ocala, FL 34701
 Phone: (352) 232-2840
 Fax: (352) 232-2841
 www.geopointsurvey.com
 License No. 12786
SHEET 3 OF 6 SHEETS

Page 4 of 7
 Book 173 Page 40

SOLTERRA PHASE 2B

A REPLAT OF A PORTION OF TRACT P6000, OAKMONT PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, PAGE 16 AND A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

PLAT BOOK PAGE NO.
173 41



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	90°00'00"	39.27'	39.27'	S 17°52'34" E
C2	25.00'	90°00'00"	39.27'	39.27'	S 76°04'38" W
C3	250.00'	58°52'32"	290.21'	173.07'	N 22°27'40" W
C4	250.00'	92°12'52"	300.00'	184.86'	S 42°52'52" E
C5	25.00'	90°00'00"	39.27'	39.27'	S 82°49'32" W
C6	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C7	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C8	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C9	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C10	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C11	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C12	25.00'	90°00'00"	39.27'	39.27'	S 29°49'32" W
C13	110.00'	173°32'38"	33.88'	33.88'	N 23°04'31" E
C14	110.00'	173°32'38"	33.88'	33.88'	N 42°09'51" E
C15	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C16	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C17	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C18	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C19	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C20	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C21	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C22	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C23	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C24	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C25	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C26	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C27	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C28	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C29	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C30	110.00'	173°32'38"	33.88'	33.88'	N 49°09'51" E
C31	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C32	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C33	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C34	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C35	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C36	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C37	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C38	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C39	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C40	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C41	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C42	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C43	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C44	210.00'	109°30'00"	45.78'	45.89'	N 30°30'40" W
C45	210.00'	109°30'00"	45.78'	45.89'	

EXHIBIT 23



**Solterra Resort Community Development District
Board of Supervisors' Code of Conduct**

The Board of Supervisors (“Board”) of the Solterra Resort Community Development District (“District”) adopted this Code of Conduct (“Code”) to encourage public confidence in the integrity of local government and its fair and effective operation, and to enable the Board to communicate in an open, focused, and orderly manner on the issues brought before them. It is intended to enable each member of the Board to be heard on individual contributions without interference or distractions. Each member of the Board will sign a form acknowledging receipt of this Code at the time of commencing their term of office.

I. MEETING PROCEDURES.

A. Presiding Officer.

1. The “Presiding Officer” is the individual who conducts all meetings. The Chair of the Board and the District Manager shall jointly act as the Presiding Officer. In the absence of the Chair, the Vice Chair, or the Chair’s designee should the Vice Chair be unavailable, shall perform the duties and functions of the Presiding Officer in conjunction with the District Manager.
2. **Responsibilities.** The Presiding Officer’s responsibilities shall include, but not be solely limited to:
 - (a) Opening the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
 - (b) Designating an individual, generally the District Manager, to serve as the meeting’s timekeeper.
 - (c) Announcing the amount of time, if different from the standard of three minutes, that shall be allocated to a Supervisor each time they are recognized by the Presiding Officer and given the floor.
 - (d) Announcing the business to come before the Board, in accordance with the agenda.
 - (e) Recognizing all Supervisors, District staff, and members of the public who seek the floor under established procedure.
 - (f) Preserving decorum and order, and in case of disturbance or disorderly conduct, may cause the same to be cleared or cause any disruptive individual to be removed consistent with the District’s public’s right to speak and public decorum policy.
 - (g) Calling to order any Supervisor who violates any of these rules and deciding questions of order; provided, however, that the Board may overrule a decision on order by a majority vote.
 - (h) Declaring the Board meeting adjourned when all agenda items have been introduced and disposed of by the Board, or at any time in the event of an emergency affecting the safety of those present, or in the event quorum is not maintained.

B. Rules of Discussion.

1. Every Supervisor desiring to speak will address the District Manager, and once recognized by the District Manager, shall confine discussion to the item under discussion.
2. An issue may be raised by any Supervisor, either extemporaneously or according to the agenda set forth before the meeting.
 - (a) The Presiding Officer shall decide whether to open discussion on an issue that was not included on the agenda. If discussion and a decision is to be made on an item not on the agenda, the public will also have a right to make comments on said item before a decision is rendered.
 - (b) No discussion will be held unless the Presiding Officer opens the floor and recognizes a speaker. Alternatively, the Presiding Officer may choose to defer discussion until a later point in the meeting.
 - (c) A majority vote of the attending Supervisors may override the Presiding Officer’s decision.

*Solterra Resort Community Development District
Board of Supervisors' Code of Conduct*

3. A Supervisor may claim the floor only when recognized by the Presiding Officer and must yield the floor at the expiration of their allotted time.
4. The timekeeper shall track the time allowed for each speaker and shall notify the Presiding Officer when time has expired. The Presiding Officer will then gavel the input from that Supervisor to cease and move to the next Supervisor.
5. Supervisors shall refrain from:
 - (a) attacking another Supervisor's motives or opinions; and
 - (b) speaking adversely on a prior motion or a motion not currently pending; and
 - (c) interrupting or otherwise speaking while the Presiding Officer or another Supervisor has the floor; and
 - (d) speaking against their own motions; and
 - (e) using inappropriate or obscene language or gestures, shouting, or otherwise exhibiting conduct unbecoming of an elected official.
6. A Supervisor, once recognized, cannot be interrupted when speaking unless the Supervisor is being called to order. The Supervisor is required to then cease speaking until the question of order is determined, without debate, by the Presiding Officer. If in order, said Supervisor shall be at liberty to proceed.
7. A Supervisor will be deemed to have yielded the floor when he or she has finished speaking, even if the allotted time has not yet expired.

II. SUPERVISOR CONDUCT.

A. Basic Tenants.

1. ***Act in the Public Interest.*** Recognizing that stewardship of the public interest should be a Supervisor's principal concern, all members of the Board should work for the common good of the District and not for private or personal interest, and each Supervisor should endeavor to treat all persons (residents, staff, vendors), claims, and transactions in a fair and respectful manner.
2. ***Comply with the Law.*** All Supervisors and District staff shall comply with the laws of the nation and the State of Florida in the performance of their public duties. These laws include, but are not limited to, the United States and Florida constitutions; the State of Florida laws pertaining to code of ethics for public officers and employees; conflict of interest related laws; election campaigns laws; legally required financial disclosures; and the open processes of government, including Florida's public records and Sunshine Law.
3. ***Act Professionally and Civilly.*** All Supervisors should refrain from abusive conduct and verbal attacks upon the character or motives of other members of the Board of Supervisors or District staff. This is not to discourage public discourse and debate but rather to emphasize Supervisors should engage with the public in a thoughtful, respectful, and civil manner. Supervisors should refrain from abusive conduct and verbal attacks on the public, on District vendors and other service providers of and for the District. All Supervisors should deal fairly and equitably with District staff, vendors, contractors, and members of the public, and all Supervisors are expected to treat others with dignity and respect. Supervisors shall demonstrate the same level of respect and professionalism shown towards fellow Supervisors and District staff to the District's vendors and contractors, and shall refrain from making threats of violence, discriminatory remarks, personal insults, bullying, stalking, or advocating for any of the aforementioned behavior. Supervisors should refrain from social media and



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other communication that only tells one version of the story as to spread misinformation or confusing information to residents. This tenet applies to in-person contact, telephone conversations, social media posts and communications, and to any electronic communication or other written communication between and/or about any of the parties mentioned above. Specific examples and points of conduct are:

- (a) Use of Decorum with Public. Supervisors should use decorum in addressing fellow Supervisors and members of the public. No signs of partiality, prejudice or disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Supervisors should make every effort to be fair and impartial in listening to public comments.
 - (b) Civility to Speakers. Speaking in front of the Board of Supervisors can be a difficult experience for some people. The way in which the Board treats people during public meetings can help members of the public relax or it can cause tense emotions. Supervisors should attempt to treat all members of the public and public comments with respect.
 - (c) Actively Listening to Public Comments. Supervisors should endeavor to actively engage in each meeting, including actively listening to public comments. It is acceptable to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Supervisors should be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom.
 - (d) Avoiding Uncivil Debate and Argument with Members of the Public and District staff. Supervisors should not belligerently challenge or intentionally belittle a member of the public or District staff who is providing public comment, update or otherwise. While public discourse is desirable, disagreements should be civil.
 - (e) Avoiding Personal Attacks. Supervisors agree that they will be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive and they should refrain from such actions. Supervisors should avoid making any personal, uncivil attacks on any member of the public, including fellow Supervisors or District staff.
4. ***Follow laws, rules, and policies.*** All Supervisors should perform their duties in accordance with the laws, rules and policies that affect the operations of the District, including the Rules of Procedure, processes and District policies approved or otherwise adopted by the Board. This includes, but is not necessarily limited to, the following:
- (a) Sunshine Law. All communication between and among members of the Board shall always be in compliance with Florida's Government in the Sunshine Law, found in Chapter 286, Florida Statutes. This includes communication between and among Board members via social media or other online or electronic forums regarding District business. Board members should be aware that any discussion or exchange by two or more Board Supervisors regarding District business on social media triggers the requirements of the Sunshine Law. Any questions regarding those requirements shall be directed to the District's legal counsel.
 - (b) Conflicts of Interest. In order to assure independence and impartiality on behalf of the public good, and to comply with Florida law, Board members shall comply with Florida's Code of Ethics for Public Officers and Employees, as found in Chapter 112, Florida Statutes. This shall include that no member of the Board or staff shall use its position to gain favor or material benefit to themselves not otherwise available to residents/users of the District. Any questions about what may be required in a potential matter of conflict of interest should be referred to the District's legal counsel.
 - (c) Gifts and Favors. Board members and District staff shall comply with Florida's "gift



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laws” found in Florida’s Code of Ethics for Public Officers and Employees, sections 112.3148 and 112.3129, *Florida Statutes*, and other laws.

(d) **Confidential Information.** Board members should recognize that Florida has broad public records laws, as found in Chapter 119 of the Florida Statutes. It is the general rule that all documents received or disseminated in the conduct of District-related business are public records and not confidential in nature. However, when in doubt, Supervisors should consult with the District’s legal counsel, as there are limited exemptions to Florida’s public records laws.

5. **Social Media Use.** Board members should comply with all of the above Basic Tenants while using any form of social media websites and other online or electronic forums. Board members shall refrain from posting or disseminating information related to District business on social media websites and other online or electronic forums, that is, or appears to be derogatory, disrespectful, or discriminatory towards another Board member, District staff, vendors, and/or District residents/users. Although not prohibited, Board members are encouraged to refrain from using any social media websites or other online or electronic forums to discuss District business. If a Board member does post information related to District business on any social media website and other online or electronic forum, the Board member must create a copy of that page or post, and submit it promptly to the District Manager’s office, who will maintain the record as the District’s records custodian to comply with the Sunshine Law.

B. Duties and Responsibilities. All Supervisors are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes:

1. Making attendance at all meetings of the board a high priority.
2. Being prepared to discuss the issues and business on the agenda, having reviewed the supporting material relevant to the topics at hand.
3. Behaving courteously in all board and committee meetings by cooperating with and respecting the opinions of fellow Supervisors and leaving personal prejudices out of all Board discussions.
4. Conducting public deliberations and processes openly, in an atmosphere of respect and civility.
5. Representing the District in a positive and supportive manner at all times and in all places, which includes supporting actions of the Board even when the Supervisor personally did not support the action taken.

I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of Supervisors of Solterra Resort Community Development District, hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations associated with my role as a Supervisor and abide by this Code of Conduct.

Signature

Date



EXHIBIT 24



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, DPGF 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 25



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 April 7, 2023 at 10:01 a.m. at Solterra Resort Clubhouse, 5200 Solterra Boulevard,
6 Davenport, Florida 33837.

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

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

9 Present and constituting a quorum were:

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

15 Also present were:

16	Kyle Darin	District Manager, Vesta District Services
17	Meredith Hammock	District Counsel, Kilinski Van Wyk PLLC
18	Brent Grimmel	Senior VP of Agency Operations, Egis Insurance
19	Kyla Semino	Amenity Manger, Evergreen Lifestyles Management
20	Zayriliann Lorenzo	Evergreen Lifestyles Management
21	Dana Bryant	Yellowstone Landscape
22	Cory Sitler <i>(via phone)</i>	Project Engineer, Kimley Horn
23	<i>Unidentified</i>	Pasco County Sheriff’s Office Representative
24	<i>Unidentified</i>	Technogym Representative
25	<i>Unidentified</i>	FTI Representatives
26	Gary Von Behren	Resident
27	<i>Unidentified</i>	Residents attending in-person and via Teams

28 *The following is a summary of the discussions and actions taken at the April 7, 2023 Solterra Resort CDD*
29 *Board of Supervisors Regular Meeting.*

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

32 Mr. Von Behren asked when drawings of the entrance plan would be available for residents to view
33 and comment on.

34 **THIRD ORDER OF BUSINESS – Exhibit 1: Guest Presentation: CDD 101 & Supervisor Liability**
35 *– Meredith Hammock, Kilinski Van Wyk & Brent Grimmel, Egis Insurance*

36 The presentation defined a CDD, the powers granted to CDDs under F.S. 190, the differences
37 between CDDs and HOAs, the responsibilities of the CDD to maintain common infrastructure and
38 key legal considerations for Supervisors. It also covered the fiscal responsibilities assigned to the
39 CDD and the roles of District staff, Supervisors individually and the Board as a whole. Ms.
40 Hammock discussed some best practices for Supervisors and Mr. Grimmel provided an overview
41 of the insurance coverage under the current policy.

42 Also covered during the presentation was the definition of “present” for establishing quorum under
43 the Florida Statute. In the absence of express authorization to meet electronically, the Florida
44 Attorney General’s opinion is that “present” means in-person.



45 **FOURTH ORDER OF BUSINESS – Exhibit 2: Guest Presentation: Fitness Equipment – Technogym**

46 A representative for Technogym provided an overview of their company and their equipment and
47 recommendations for programs available for Solterra Resort. The Board expressed interest in
48 considering the equipment for the FY 2024 budget.

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

50 A. Exhibit 3: Update on Entrance Queuing Lane Project – *Kimley Horn*

51 Mr. Sitler discussed the conceptual site plan, additional data is required for an engineered plan.
52 Preliminary data suggests the guardhouse could be moved approximately 170 ft further into the
53 community. Re-striping and extending the left turn lane on Pine Tree Trail could provide short-
54 term traffic relief. The engineer was asked to consider widened the lanes through the gate to reduce
55 damage risks to vehicles and equipment and maintaining two lanes. Two parking spaces for the
56 gate guards were also requested. An overhang or canopy over the entry lanes was also requested,
57 however this falls under the design scope of the guardhouse manufacturer or architect, Kimley Horn
58 is only providing civil engineering services. Staff were directed to engage Polk County, the
59 Sheriff’s Office and the Fire Marshall in a partnership for the entrance project. The Board directed
60 Kimley-Horn to obtain survey and geotech proposals to submit with their engineering design
61 proposal.

62 B. Security and Safety Matters

63 1. Exhibit 4: Re-consideration of Security Monitoring Proposals

64 *This item was addressed out of order – after the Shade session.*

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

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

69 In approving the Proptia proposal, the Board rescinded their previous approval of
70 the Front Steps proposal.

71 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board
72 approved the Proptia visitor management system with gate operator and card reader upgrade and
73 ornamental repair to resident entry gate proposal in the amount of \$82,347.07, subject to District
74 Counsel’s approval of the agreement terms, for the Solterra Resort Community Development District.

75 2. Discussion on Expanding Security Monitoring to Include Additional Cameras

76 There being no discussion, the next item followed.

77 3. Exhibit 5: Consideration of Action Security Gate Arm Repair Proposal - \$1,385.00

78 This item was dismissed.

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

80 a. Exhibit 6: Acceptance of Community Watch Security Guard Services
81 Resignation Effective April 21, 2023

82 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board
83 accepted the resignation of Community Watch Security Guard Services, effective April 21, 2023, for
84 the Solterra Resort Community Development District.



85 b. Exhibit 7: Discussion of FTI 3-Month Proposal

86 Ms. Hammock pointed out the additional charges listed on the proposal. An FTI
87 representative provided the Board with more details on the proposed scope.

88 On a MOTION by Ms. Wienker, SECONDED by Mr. Crawford, WITH ALL IN FAVOR, the Board
89 directed staff to negotiate fees with FTI for a 3-month interim security guard service agreement not to
90 exceed \$121,000.00, and authorized Ms. Osner to serve as liaison with execution authority, for the
91 Solterra Resort Community Development District.

92 5. Exhibit 8: Consideration of On-going Polk County Extra-Duty Officer Employment

93 *This item was discussed out of order - after the CDD 101 & Supervisor Liability*
94 *presentation.* Representative of the Polk County Sheriff's Department provided updates
95 on the types of calls typically seen in the community.

96 Mr. Darin will discuss contracts with Florida Highway Patrol and Polk County Sheriff's
97 Office and reach out regarding the security survey.

98 C. Exhibit 9: Consideration and Adoption of **Resolution 2023-07, Revising the FY 23 CDD**
99 **Meeting Schedule**

100 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board
101 adopted Resolution 2023-07, Revising the FY 2023 meeting schedule for the Solterra Resort
102 Community Development District.

103 D. Vendor Reports

104 1. Exhibit 10: Aquatic Maintenance – *Steadfast Environmental*

105 There being no discussion, the next item followed.

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

107 Mr. Bryant has requested irrigation source plans from Polk County. Reclaimed water has
108 a high pH level (8+) which is not conducive to growing vegetation. Rain water dilutes
109 the irrigation water and helps, but in drought season this isn't available. He will take soil
110 samples from around the community to establish a pH baseline for fertilizing. The
111 roundabout is in progress. Mr. Bryant recommended replacing the proposed one large
112 Bismarck palm with three smaller Bismarck palms at no additional cost.

113 a. Exhibit 11: Consideration of Overflow Parking Resurfacing with Creation of
114 Driveway to Oakbourne Avenue Proposals

115 i. 4" Substrate - \$19,970.00

116 ii. 6" Substrate (Recycled Concrete) - \$28,555.29

117 Putting in an asphalt parking lot was part of the overall concept for the
118 entry lane project, but no funds were allocated in the FY 23 budget. In
119 2022 just the labor materials without permitting, engineering or any other
120 expenses was estimated at \$75,000. Mr. Bryant was directed to work
121 with Kimley Horn to reduce the cost of the future asphalt paving project.
122 Mr. Darin will request a proposal to install asphalt in the parking area.



123 On a MOTION by Ms. Casanova, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board
124 approved the Yellowstone proposal to install 4” of substrate in the amount of \$19,970.00, for the
125 Solterra Resort Community Development District.

126 b. Exhibit 12: Consideration of Entry Planters Rehab Proposal - \$1,000.00

127 *This item was not discussed.*

128 *(The Board recessed the meeting at 12:48 p.m. and reconvened at 12:58 p.m.)*

129 *(At 12:58 p.m. the Board moved into the shade meeting.)*

130 **SIXTH ORDER OF BUSINESS –Security Shade Meeting**

131 *Listed as Business Item IX on the agenda, this item was addressed out of order.*

132 The District’s security matters were discussed in the shade. No decisions were made by the Board during
133 the shade session.

134 *(At 1:21 p.m. the Board moved out of the shade meeting and reconvened the regular meeting.)*

135 **SEVENTH ORDER OF BUSINESS –Business Items (Continued)**

136 3. Amenity Manager – *Evergreen Lifestyles Management*

137 a. Updates:

138 i. Exhibit 13: Cabana Canopy Replacement Order

139 ii. Exhibit 14: Clubhouse Furniture Replacement Order

140 iii. Proposals for Fitness Center Water Service

141 iv. Proposals for Electrical Outlet Installation at Roundabouts/Islands

142 v. Lifestyle Events Schedule

143 *These items were not discussed.*

144 b. For Discussion:

145 i. Amenity Staffing

146 Evergreen proposed 4 additional staff members in addition to the existing
147 monitors (3 pool attendants, 1 additional concierge and a pay increase for
148 the existing concierge), adding an estimated \$89,190.20 to the amenity
149 staffing for April through October.

150 The Concierge 2 position was proposed for 31 hours at \$16/hr

151 An invitation was extended to Evergreen Management to attend the May
152 5th meeting to discuss staffing needs.

153 On a MOTION by Ms. Osner, SECONDED by Ms. Crawford, WITH ALL IN FAVOR, the Board
154 approved a payrate increase for the existing Concierge 1 and adding the Concierge 2 position for the
155 remainder of FY 2023, for the Solterra Resort Community Development District.

156 *At 1:45 p.m. the meeting was adjourned due to loss of quorum. Discussion ceased and no further action*
157 *was taken.*

158 **EIGHTH ORDER OF BUSINESS – Action Items Summary**

159 *Listed as Business Item XI on the agenda.*

160 The following action items were forwarded to Supervisors and staff on April 14, 2023:

- 161 • DM- Gain insight into electoral count in district
- 162 • DM to partner with counsel and engage with Polk County about county
- 163 partnership in entrance project.
- 164 • BOS directs Kimley to obtain survey proposals
- 165 • DM to discuss contracts with FHP and PSO
- 166 • Dana waiting on irrigation source plans from PC.
- 167 • Dana to take soil samples from around community for baseline
- 168 • DM to inquire about security risk study with Polk County SO
- 169 • Add discussion of amenity hours in amenity policies
- 170 • Advertise rate hearing for May 5th meeting.
- 171 • Kyla to provide rates to DM and BOS for the rate hearing.
- 172 • Kyla to address pool and lazy river hours prior to next meeting.

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

176 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
177 **meeting held on _____.**

178
179

Signature

Signature

Printed Name

Printed Name

180 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**



EXHIBIT 26



Solterra Resort Community Development District

Financial Statements
(Unaudited)

Period Ending
30-Apr-23



Solterra Resort CDD
Balance Sheet
4/30/2023

	<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	\$ 2,660,873	\$ -	\$ -	\$ -	\$ 7	\$ 2,660,880
4 CASH - Debit Card	-	-	-	-	-	-
5 INVESTMENTS:						
6 REVENUE	-	301,807	169,481	298,557	-	769,846
7 RESERVE	-	346,791	129,372	309,222	-	785,384
8 INTEREST FUND	-	179,444	86,697	229,441	-	495,581
9 PREPAYMENT FUND	-	-	-	0	-	0
10 SINKING FUND	-	-	6	160,000	-	160,006
12 2013 ACQ./CONSTRUCTION	-	-	-	-	5,435	5,435
13 2014 ACQ./CONSTRUCTION	-	-	-	-	2,028	2,028
14 2018 ACQ./CONSTRUCTION	-	-	-	-	5,050	5,050
15 PHASE 2B	-	-	-	-	41,681	41,681
16 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
17 ASSESSEMENTS RECEIVABLE-ON ROLL	78,189	\$ 12,679	7,095	16,958	-	114,922
18 ALLOWANCE FOR DOUBTFUL ACCOUNTS	-	-	-	-	-	-
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	-	23,967	13,411	32,057	-	69,435
23 TOTAL ASSETS	\$ 2,788,838	\$ 864,687	\$ 406,062	\$ 1,046,235	\$ 54,202	\$ 5,160,024
24						
25						
26 LIABILITIES:						
27						
28 ACCOUNTS PAYABLE	\$ 182,721	\$ -	\$ -	\$ -	\$ -	\$ 182,721
29 DUE TO DEVELOPER	-	-	-	-	-	-
30 DUE TO OTHER FUNDS	69,435	-	-	-	-	69,435
31 ACCRUED EXPENSES	-	-	-	-	-	-
32 MATURED BONDS PAYABLE	-	-	-	-	-	-
33 DEFERRED REVENUE (ON ROLL)	78,189	12,679	7,095	16,958	-	114,922
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:	2,433,805	852,008	398,967	1,029,276	54,202	4,768,259
45						
46 TOTAL LIABILITIES & FUND BALANCE	\$ 2,788,838	\$ 864,687	\$ 406,062	\$ 1,046,235	\$ 54,202	\$ 5,160,024

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2 SPECIAL ASSESSMENTS - ON ROLL	\$ 2,851,513	111,178	2,773,324	(78,189)	97%
4 SOLTERRA RESORT HOA	21,000	-	7,200	(13,800)	34%
5 MISCELLANEOUS	-	-	2,096	-	0%
6 INTEREST	-	-	-	-	0%
7 FUND BALANCE FORWARD	-	-	-	-	0%
6 TOTAL REVENUE	2,872,513	111,178	2,782,619	(91,989)	97%
7					
8 EXPENDITURES					
9					
10 GENERAL ADMINISTRATIVE:					
11 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	12,000	800	3,200	(8,800)	27%
12 DISTRICT MANAGEMENT	43,760	3,647	25,527	(18,233)	58%
13 MASS MAILING & PRINTING	1,500	-	575	(925)	38%
14 LEGAL ADVERTISING	1,500	74	630	(870)	42%
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	7,386	42,556	17,556	170%
20 COUNTY ASSESSMENT COLLECTION FEE	25,000	-	668	(24,332)	3%
21 WEB SITE SETUP & ADMINISTRATION	2,015	30	1,605	(410)	80%
22 MISCELLANEOUS EXPENSES	-	-	1,407	1,407	100%
23 TOTAL GENERAL ADMINISTRATIVE	124,525	11,937	82,405	(42,120)	66%
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	21,118	146,868	(131,040)	53%
38 UTILITIES - GAS	75,000	3,530	39,186	(35,814)	52%
39 UTILITIES - WATER	99,730	16,678	85,580	(14,150)	86%
42 TOTAL UTILITIES	452,638	41,326	271,634	(181,004)	60%
43					
44 SECURITY:					
45 SECURITY MONITORING - MAIN ENTRANCE & POOL	31,200	2,511	10,043	(21,157)	32%
46 SECURITY SYSTEM - MAIN ENTRANCE	2,400	-	16,222	13,822	676%
47 SECURITY - ACCESS CARDS	5,500	-	-	(5,500)	0%
48 SECURITY - PENALTY FALSE ALARM	8,500	508	1,016	(7,484)	12%
49 SECURITY GUARDHOUSE STAFFING	350,000	35,450	129,501	(220,499)	37%
50 SECURITY - PATROL	42,000	3,426	3,426	(38,574)	8%
51 GATE MAINTENANCE & REPAIR	10,000	915	5,857	(4,143)	59%
52 PHONE & INTERNET GUARDHOUSE	5,100	1,045	5,124	24	100%
53 TOTAL SECURITY	454,700	43,855	171,190	(283,510)	38%
54					
55 CLUBHOUSE/AMENITY ADMINISTRATION:					
56 STAFFING - AMENITY MANAGEMENT	50,000	-	19,830	(30,170)	40%
60 STAFFING - LIFESTYLE & POOL MONITORING	550,000	-	130,741	(419,259)	24%
61 CLUBHOUSE FACILITY MAINTENANCE - CLEANING	45,000	9,397	54,410	9,410	121%
62 CLUBHOUSE MAINTENANCE & REPAIRS	20,000	1,115	2,464	(17,536)	12%
63 CLUBHOUSE & LIFESTYLE SUPPLIES	60,000	2,942	9,018	(50,982)	15%
64 CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE	500	-	(500)	(500)	0%
65 PEST CONTROL & TERMITE BOND	13,200	-	2,512	(10,688)	19%
66 COFFEE, WATER & VENDING SERVICES	7,000	-	342	(6,658)	5%
67 BACKGROUND CHECK & DRUG TESTING	750	-	(750)	(750)	0%
68 PHONE & INTERNET - CLUBHOUSE	12,514	388	3,329	(9,185)	27%
69 TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	758,964	13,843	222,648	(536,316)	29%
70					
71 LANDSCAPE/PROPERTY MAINTENANCE:					
72 POND & WETLAND MAINTENANCE	53,800	2,393	16,751	(37,049)	31%
73 LANDSCAPE MAINTENANCE - CONTRACT	194,400	16,166	99,428	(94,972)	51%
74 LANDSCAPE REPLENISHMENT	116,667	-	55,782	(60,885)	48%
75 IRRIGATION REPAIRS & MAINTENANCE	20,000	-	3,223	(16,777)	16%
76 ASPHALT PAVEMENT REPAIR & MONITORING	25,000	-	-	(25,000)	0%
77 LANDSCAPE/PROPERTY CONTINGENCY	122,000	-	-	(122,000)	0%
78 COMPREHENSIVE FIELD SERVICES	10,000	833	5,863	(4,137)	59%
79 TOTAL LANDSCAPE/PROPERTY MAINTENANCE	541,867	19,392	181,047	(360,820)	33%
80					

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
81 FACILITY MAINTENANCE:					
82 POOL & LAZY RIVER REPAIR & MAINTENANCE	78,000	10,160	64,849	(13,151)	83%
83 POOL PERMIT	850	-	-	(850)	0%
84 SLIDE MAINTENANCE CONTRACT	2,500	-	-	(2,500)	0%
85 SIGNAGE	2,000	-	10,092	8,092	505%
86 ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	10,000	540	4,283	(5,717)	43%
87 REFUSE DUMPSTER SERVICE	70,000	4,659	36,455	(33,545)	52%
88 MISCELLANEOUS -INCLUDES PRESSURE WASHING	15,000	-	5,106	(9,894)	34%
89 CONTINGENCY	6,000	-	4,920	(1,080)	82%
90 TOTAL FACILITY MAINTENANCE	184,350	15,359	125,705	(58,645)	68%
91					
92 CAPITAL IMPROVEMENTS					
93					
94 CAPITAL IMPROVEMENT	196,039	21,877	49,462	(146,577)	25%
95 INCREASE FOR OPERATING CAPITAL RESERVE	100,000	-	-	(100,000)	0%
96 TOTAL CAPITAL IMPROVEMENTS	296,039	21,877	49,462	(246,577)	17%
97					
98					
99 TOTAL EXPENDITURES	2,872,513	167,589	1,162,093	(1,710,420)	40%
100					
101 EXCESS REVENUE OVER (UNDER) EXPENDITURES	-	(56,412)	1,620,526	(1,802,410)	
102					
103 OTHER FINANCING SOURCES (USES)					
104					
105 INTERFUND TRANSFER-OUT	-	-	-	-	
106 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	
107					
108 NET CHANGE IN FUND BALANCE			1,620,526		
109					
110 FUND BALANCE - BEGINNING			837,967		
111					
112 FUND BALANCE - ENDING			2,458,494		

Solterra Resort CDD
DS Series 2013

Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 462,388	\$ 18,028	\$ 449,709	\$ (12,679)	97%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	1,566	8,630	8,630	100%
6 DISCOUNTS	-	-	-	-	0%
7 TOTAL REVENUE	462,388	19,594	458,339	(4,049)	99%
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	19,594	180,807	161,213	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,223)	(6,721)	5,499	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(1,223)	(6,721)	5,499	
22					
23 NET CHANGE IN FUND BALANCE	-	18,371	174,086	155,715	
24					
25 FUND BALANCE - BEGINNING			677,922		
26					
27 FUND BALANCE - ENDING			\$ 852,008		



Solterra Resort CDD

DS Series 2014

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR-TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 258,744	\$ 10,088	\$ 251,649	\$ (7,095)	97%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	602	3,374	3,374	100%
6 TOTAL REVENUE	258,744	10,690	255,024	(3,720)	99%
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	10,690	86,327	75,636	
16					
17 OTHER FINANCING SOURCES (USES)					
18 INTERFUND TRANSFER-IN	-	-	-	-	
19 INTERFUND TRANSFER-OUT	-	(456)	(2,507)	(2,507)	
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(456)	(2,507)	(2,507)	
21					
22 NET CHANGE IN FUND BALANCE	350	10,234	83,819		
23					
24 FUND BALANCE - BEGINNING			315,148		
25 FUND BALANCE APPROPRIATED					
26 FUND BALANCE - ENDING			\$ 398,967		



**Solterra Resort CDD
DS Series 2018**

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 618,463	\$ 24,113	\$ 601,505	\$ 577,391	0.972579685
4 ASSESSMENTS OFF-ROLL	-	-	-	-	
5 INTEREST - INVESTMENT	-	1,705	9,747	8,041	100%
6 DISCOUNTS	-	-	-	-	
7 TOTAL REVENUE	618,463	25,818	611,251	585,433	99%
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	25,818	381,811	355,992	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,090)	(161,394)	160,303	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(1,090)	(161,394)	160,303	
22					
23 NET CHANGE IN FUND BALANCE	-	24,728	220,417	195,689	
24					
25 FUND BALANCE - BEGINNING			808,860		
26					
27 FUND BALANCE - ENDING			\$ 1,029,276		



Solterra Resort CDD
Construction Fund 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	110
4 TOTAL REVENUE	110
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	16,546
8	-
9 TOTAL EXPENDITURES	16,546
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(16,436)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	6,721
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	6,721
18	
19 NET CHANGE IN FUND BALANCE	(9,715)
20	
21 FUND BALANCE - BEGINNING	15,150
22	
23 FUND BALANCE - ENDING	\$ 5,435



Solterra Resort CDD
Construction Fund 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	41
4 TOTAL REVENUE	41
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	6,173
8	-
9 TOTAL EXPENDITURES	6,173
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(6,132)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	2,507
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	2,507
18	
19 NET CHANGE IN FUND BALANCE	(3,624)
20	
21 FUND BALANCE - BEGINNING	5,652
22	
23 FUND BALANCE - ENDING	\$ 2,028



Solterra Resort CDD
Construction Fund 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending April 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	45
4 TOTAL REVENUE	45
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	158,339
8	-
9 TOTAL EXPENDITURES	158,339
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(158,294)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	161,394
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	161,394
18	
19 NET CHANGE IN FUND BALANCE	3,099
20	
21 FUND BALANCE - BEGINNING	1,951
22	
23 FUND BALANCE - ENDING	\$ 5,050



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 April 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	799
4 TOTAL REVENUE	799
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	-
8	-
9 TOTAL EXPENDITURES	-
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	799
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	799
20	
21 FUND BALANCE - BEGINNING	40,883
22	
23 FUND BALANCE - ENDING	\$ 41,681



**Solterra Resort CDD
Cash Reconciliation (GF)
4/30/2023**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 2,683,862.84
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$22,990.01)</u>
<i>Adjusted Bank Balance</i>	<u><u>\$ 2,660,872.83</u></u>

Beginning Bank Balance Per Books	\$ 2,562,557.92
Add: Cash Receipts	163,406.91
Less: Cash Disbursements	<u>(65,092.00)</u>
<i>Balance Per Books</i>	<u><u>\$ 2,660,872.83</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	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	ACH2111222	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	ACH1111722	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	726,52

**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	DPGF 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	DPGF 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	DPGF 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	5139	Bank United c/o Cardmember Services			4,919.66	3,786,325.71
01/09/2023	100224	4th Element Fire & Safety, Inc.	Invoice: 010323- (Reference: Misc-Contingency-Field.)		230.59	3,786,095.12
01/09/2023	100225	Lerner Reporting Services, Inc.	Invoice: 325 (Reference: Trustee Fees.)		6,000.00	3,780,095.12
01/10/2023	ACH011023	FLORIDA PUBLIC UTILITIES	Service 11/18-12/22/22		13,984.80	3,766,110.32
01/11/2023	ACH011123	Spectrum Business	Phone and Internet. 12-25-01-24-23		784.50	3,765,325.82

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
01/13/2023	100229	King Jackson Music LLC	Invoice: SR1230022 (Reference: Social Activity and Movie License.)		500.00	3,762,591.28
01/13/2023			Deposit	206,083.22		3,968,674.50
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	3,966,603.60
01/18/2023	100231	CRYSTAL SPRINGS	Invoice: 18244974 011523 (Reference: Coffee, Water & Vending Services.)		4.45	3,966,599.15
01/18/2023	5ACH011823	DUKE ENERGY	Utility: 11/24-12/27/22		469.75	3,966,129.40
01/19/2023	100232	Cintas	Invoice: 4143637900 (Reference: Facility Cleaning Maintenance.)		314.06	3,965,815.34
01/19/2023	100233	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2096 (Reference: Security System Maintenance.)		19,001.14	3,946,814.20
01/19/2023	100234	Evergreen Lifestyles Mgmt	Invoice: SRCDD1022C-R (Reference: Pool Monitors /Lifeguards.) Invoice: SRCDD1222C (Reference:...		70,000.64	3,876,813.56
01/19/2023	100235	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23727482 (Reference: Capital Improvements.)		2,366.58	3,874,446.98
01/19/2023	100236	YELLOWSTONE LANDSCAPE	Invoice: OS 473886 (Reference: Monthly Landscape Maintenance JAN.)		16,166.00	3,858,280.98
01/19/2023	100237	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64178 (Reference: Facility Cleaning Maintenance.) Invoice: 63224 (Reference: 8/24/22...		436.75	3,857,844.23
01/19/2023	100238	Food Truck Crazy, Inc.	Invoice: 125121 (Reference: Lifestyle Management Food Truck.)		269.00	3,857,575.23
01/19/2023	3ACH011923	DUKE ENERGY	5300 Solterra Blvd Lift 11/24-12/27/22		179.48	3,857,395.75
01/19/2023	4ACH011923	DUKE ENERGY	5290 Solterra Blvd Irrigation 11/24 - 12/27/22		30.44	3,857,365.31
01/20/2023	ACH1012023	DUKE ENERGY	7900 Oak Reflection Loop 11/29-12/28/22		35.86	3,857,329.45
01/20/2023	ACH2012023	DUKE ENERGY	Utility 11/29-12/28/22		876.79	3,856,452.66
01/20/2023	ACH012023	Spectrum Business	5200 Solterra Blvd AHMS 01/03/23-02/02/23		277.96	3,856,174.70
01/20/2023	100239	DPFG M&C	Invoice: 406424 (Reference: Website Set up & Administration.) Invoice: 406495 (Reference: Dis...		4,510.00	3,851,664.70
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	3,849,252.90
01/20/2023	2ACH012023	DUKE ENERGY	5200 OAKMONT BLVD 11/29-12/28/22		7,817.99	3,841,434.91
01/25/2023	1ACH012523	DUKE ENERGY	00 Solterra Blvd LITE 12/2-1/3/23		1,043.16	3,840,391.75
01/27/2023	100241	I-Deal Refuse Savings, Inc.	Invoice: 529962 (Reference: Solid Waste Disposal.) Invoice: 529968 (Reference: Solid Waste Di...		1,297.17	3,839,094.58
01/27/2023	100242	SPIES POOL, LLC	Invoice: 395622 (Reference: Pool & Lazy River R&M.) Invoice: 395620 (Reference: Pool & Lazy R...		1,324.50	3,837,770.08
01/27/2023	100243	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64410 (Reference: Facility Maintenance Cleaning.)		404.56	3,837,365.52
01/30/2023	100244	I-Deal Refuse Savings, Inc.	Invoice: 529982 (Reference: Solid Waste Disposal.) Invoice: 529980 (Reference: Solid Waste Di...		1,099.52	3,836,266.00
01/30/2023	100245	POLK COUNTY UTILITIES	Invoice: 011923-3168 (Reference: Reclaimed Water.) Invoice: 011923-4492 (Reference: Reclaimed...		11,503.05	3,824,762.95
01/31/2023				209,683.22	204,467.87	3,824,762.95
02/01/2023	100246	I-Deal Refuse Savings, Inc.	Invoice: 529301 (Reference: Solid Waste Disposal.)		300.00	3,824,462.95
02/01/2023	20123ACH1	DUKE ENERGY	7102 Oakmoss Loop Irrigation 12/7 - 1/06		30.42	3,824,432.53
02/01/2023	20123ACH2	DUKE ENERGY	4000 OAKMONT BLVD 12/07 - 1/06		65.31	3,824,367.22
02/01/2023	20123ACH3	DUKE ENERGY	6022 Board Oak Dr Pump 12/07 - 1/06		30.41	3,824,336.81
02/01/2023	20123ACH4	DUKE ENERGY	0 Solterra Blvd Lite 12/8 - 1/9		1,349.49	3,822,987.32
02/01/2023	20123ACH5	DUKE ENERGY	5456 Misty Oak Cir Pump 12/7 - 1/6		30.42	3,822,956.90
02/01/2023	20123ACH6	DUKE ENERGY	7310 Oakmoss Loop Irrigation 12/7 - 1/6		30.42	3,822,926.48
02/01/2023	20123ACH7	DUKE ENERGY	7524 Oak Spring Lane 12/7 - 1/06		30.42	3,822,896.06
02/01/2023	2/01/23ACH8	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 12/7 - 1/06		69.28	3,822,826.78
02/01/2023	20123ACH9	DUKE ENERGY	7632 Oak Spring LN Irrigation 12/7 - 1/06		30.43	3,822,796.35
02/03/2023	20323ACH1	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 12/8 - 1/09		4,613.29	3,818,183.06
02/03/2023	01ACH020323	TARGET	Miscellaneous- NEED BACK UP		69.81	3,818,113.25
02/06/2023	20623ACH1	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 12/13 - 1/12		1,101.46	3,817,011.79
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	October 2022 Sales Tax Filing		252.00	3,816,759.79
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	November 2022 Sales Tax Filing		78.75	3,816,681.04
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	January 2023 Sales Tax Filing		252.00	3,816,429.04
02/08/2023	ACH02/0823	Spectrum Business	1/22/23 - 2/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	3,816,319.06
02/08/2023	5140	US BANK	Trustee Fees - Series 2014 (01/01/23-12/31/23)		4,148.38	3,812,170.68
02/08/2023	5141	Anthony R. Crawford	BOS Meeting 2/3/23		200.00	3,811,970.68
02/08/2023	5142	Ariane Casanova	BOS Meeting 2/3/23		200.00	3,811,770.68
02/08/2023	5143	Connie S. Osner	BOS Meeting 2/3/23		200.00	3,811,570.68
02/08/2023	5144	Karan L. Wienker	BOS Meeting 2/3/23		200.00	3,811,370.68
02/08/2023	100247	Captain Carnival LLC	Invoice: 15979 (Reference: Clubhouse and Lifestyle Supplies.)		350.00	3,811,020.68
02/08/2023	01ACH020823	Hobby-Lobby	NEED BACK UP		108.81	3,810,911.87
02/09/2023	ACH020923	DUKE ENERGY	Lite Solterra PH2C J 12/17-01/18/23		1,348.50	3,809,563.37
02/09/2023	100248	I-Deal Refuse Savings, Inc.	Invoice: 530015 (Reference: Solid Waste Disposal.)		546.71	3,809,016.66
02/09/2023	20923ACH1	DUKE ENERGY	000 Solterra Blvd Lite 12/16 - 1/17		798.11	3,808,218.55
02/09/2023	01ACH020923	VestaPrint	NEED BACK UP		517.49	3,807,701.06
02/09/2023	02ACH020923	Lowe's	NEED BACK UP		153.65	3,807,547.41
02/10/2023	01ACH021023	Amazon.com	NEED BACK UP		41.88	3,807,505.53
02/10/2023	02ACH021023	Amazon.com	NEED BACK UP		33.60	3,807,471.93
02/10/2023	03ACH021023	Amazon.com	NEED BACK UP		41.66	3,807,430.27
02/11/2023	2ACH021123	Spectrum Business	Phone and Internet. 01-25-02-24-23 5200 Solterra Blvd		784.55	3,806,645.72
02/13/2023	01ACH021323	Hobby-Lobby	NEED BACK UP		97.71	3,806,548.01
02/13/2023	02ACH021323	Michaels Arts & Crafts	Miscellaneous- NEED BACK UP		43.83	3,806,504.18
02/13/2023	03ACH021323	TARGET	Miscellaneous- NEED BACK UP		104.38	3,806,399.80
02/15/2023	100249	BUSINESS OBSERVER	Invoice: 23-00178K (Reference: Legal Advertising.)		74.38	3,806,325.42
02/15/2023	100250	SPIES POOL, LLC	Invoice: 396200 (Reference: Pool and Lazy River R&M.)		450.00	3,805,875.42
02/16/2023			Deposit	180,507.99		3,986,383.41
02/17/2023	ACH021723	DUKE ENERGY	Utility 12/29-1/26/23		899.66	3,985,483.75
02/17/2023	1ACH021723	FLORIDA PUBLIC UTILITIES	Service 12/22-1/22/23		3,357.19	3,982,126.56
02/17/2023	100251	BUSINESS OBSERVER	Invoice: 22-01548K (Reference: Legal Advertising.) Invoice: 22-01557K (Reference: Legal Adver...		260.31	3,981,866.25
02/17/2023	100252	I-Deal Refuse Savings, Inc.	Invoice: 530287 (Reference: Solid Waste Disposal.) Invoice: 530284 (Reference: Solid Waste Di...		1,258.33	3,980,607.92
02/17/2023	100253	YELLOWSTONE LANDSCAPE	Invoice: OS 484880 (Reference: Monthly Landscape Maintenance.)		16,166.00	3,964,441.92
02/17/2023	100254	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64665 (Reference: Facility Maintenance Cleaning.)		321.35	3,964,120.57
02/17/2023	21723ACH1	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 12/28 - 1/25		481.83	3,963,638.74
02/20/2023	1ACH022023	Spectrum Business	5200 Solterra Blvd AHMS 02/03/23-03/02/23		277.96	3,963,360.78
02/20/2023	1ACH022023	DUKE ENERGY	5300 Solterra Blvd Lift 12/28-1/25/23		297.69	3,963,063.09
02/20/2023	2ACH022023	DUKE ENERGY	7900 Oak Reflection Loop 12/29-1/26/22		35.86	3,963,027.23
02/20/2023	3ACH022023	DUKE ENERGY	5200 OAKMONT BLVD 12/29-1/26/23		8,854.11	3,954,173.12
02/21/2023	100255	DPFG M&C	Invoice: 407508 (Reference: Website Services.) Invoice: 407599 (Reference: Field Operation Se...		4,510.00	3,949,663.12
02/21/2023	100256	LLS TAX SOLUTIONS, INC	Invoice: 002834 (Reference: Arbitrage Services.)		650.00	3,949,013.12
02/21/2023	100257	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 134981428 (Reference: Maintenance and Repair.)		674.56	3,948,338.56
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	3,946,041.61
02/21/2023	100259	Amenity Services LLC	Invoice: 1865 (Reference: Facility Maintenance Cleaning.) Invoice: 1866 (Reference: Facility ...		2,500.00	3,943,541.61
02/21/2023	100260	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64520 (Reference: Facility Cleaning Maintenance.) Invoice: 64588 (Reference: Facilit...		1,020.35	3,942,521.26
02/21/2023	22123ACH1	DUKE ENERGY	5290 Solterra Blvd Irrigation 12/28 - 1/25		30.44	3,942,490.82
02/22/2023	100261	EXERCISE SYSTEMS, INC.	Invoice: 25441 (Reference: quarterly preventive maintenance.)		295.00	3,942,195.82
02/22/2023	100262	I-Deal Refuse Savings, Inc.	Invoice: 530010 (Reference: Solid Waste Disposal.)		576.35	3,941,619.47
02/22/2023	100263	Power Pool Services, LLC	Invoice: 2913 (Reference: Pool Service Feb.)		2,800.00	3,938,819.47
02/22/2023	100264	Steadfast Environmental LLC	Invoice: SE-21947 (Reference: Pond and Wetland Maintenance.)		2,393.00	3,936,426.47
02/22/2023	100265	Amenity Services LLC	Invoice: 1860 (Reference: Facility Cleaning Maintenance.)		3,886.00	3,932,540.47
02/24/2023	100266	I-Deal Refuse Savings, Inc.	Invoice: 532999 (Reference: Solid Waste Disposal.) Invoice: 532997 (Reference: Solid Waste Di...		1,169.94	3,931,370.53
02/24/2023	100267	SPIES POOL, LLC	Invoice: 396650 (Reference: Pool and Lazy River R&M.)		1,375.00	3,929,995.53
02/27/2023	5151	Anthony R. Crawford	BOS Meeting 2/23/23		200.00	3,929,795.53
02/27/2023	5152	Ariane Casanova	BOS Meeting 2/23/23		200.00	3,929,595.53
02/27/2023	5153	Connie S. Osner	BOS Meeting 2/23/23		200.00	3,929,395.53
02/27/2023	5154	Karan L. Wienker	BOS Meeting 2/23/23		200.00	3,929,195.53
02/27/2023	22723ACH1	DUKE ENERGY	00 Solterra Blvd LITE 1/04 - 2/01		1,043.16	3,928,152.37
02/28/2023				180,507.99	77,118.57	3,928,152.37
03/01/2023	100268	I-Deal Refuse Savings, Inc.	Invoice: 530208 (Reference: Solid Waste Disposal.)		300.00	3,927,852.37
03/01/2023	01ACH030123	DUKE ENERGY	7102 Oakmoss Loop Irrigation 01/07-02/06		30.42	3,927,821.95
03/01/2023	02ACH030123	DUKE ENERGY	4000 OAKMONT BLVD 01/07-02/06		51.95	3,927,770.00
03/01/2023	03ACH030123	DUKE ENERGY	6022 Board Oak Dr Pump01/07-02/06		30.42	3,927,739.58
03/01/2023	04ACH030123	DUKE ENERGY	0 Solterra Blvd Lite 01/10-02/07		1,349.49	3,926,390.09
03/01/2023	05ACH030123	DUKE ENERGY	5456 Misty Oak Cir Pump 01/07-02/06		30.42	3,926,359.67
03/01/2023	06ACH030123	DUKE ENERGY	7310 Oakmoss Loop Irrigation 01/07-02/06		30.42	3,926,329.25
03/01/2023	07ACH030123	DUKE ENERGY	7524 Oak Spring Lane 12/7 - 1/06		30.42	3,926,298.83
03/01/2023	08ACH030123	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 01/07-02/06		72.79	3,926,226.04
03/01/2023	09ACH030123	DUKE ENERGY	7632 Oak Spring LN Irrigation 01/07-02/06		30.42	3,926,195.62
03/03/2023	100269	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2106 (Reference: site manager and security main gate officer plus gate supplies.)		20,003.16	3,906,192.46
03/03/2023	100270	Power Pool Services, LLC	Invoice: 2957 (Reference: March pool Monthly service.)		2,800.00	3,903,392.46
03/03/2023	100271	Steadfast Environmental LLC	Invoice: SE-22041 (Reference: Routine Aquatic Maintenance.)		2,393.00	3,900,999.46
03/03/2023	100272	Food Truck Crazy, Inc.	Invoice: 125122 (Reference: Food Truck event 2/9/23.)		176.00	3,900,823.46
03/03/2023	01ACH030323	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 01/10-02/07		4,613.29	3,896,210.17
03/06/2023	01ACH030623	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 01/13-02/10		1,101.46	3,895,108.71
03/08/2023			Deposit	2,763.00		3,897,871.

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
03/10/2023		Villatel		970.50		3,890,152.60
03/10/2023	031023ACH1	Spectrum Business	2/22/23 - 3/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	3,890,042.62
03/11/2023	ACH031123	Spectrum Business	Phone and Internet. 02-25-03-24-23 5200 Solterra Blvd		1,144.39	3,888,898.23
03/14/2023	100275	BUSINESS OBSERVER	Invoice: 23-00348K (Reference: Legal Advertising- notice of board of supervisors.)		89.69	3,888,808.54
03/14/2023	100276	Cintas	Invoice: 4149033862 (Reference: cleaning and janitorial supplies.)		435.20	3,888,373.34
03/14/2023	100277	Evergreen Lifestyles Mgmt	Invoice: SRD00123C (Reference: Monthly Mgt fee.)		25,821.76	3,862,551.58
03/14/2023	100278	I-Deal Refuse Savings, Inc.	Invoice: 533097 (Reference: Dump and return compactor.) Invoice: 533096 (Reference: Dump and ...		1,138.67	3,861,412.91
03/14/2023	100279	POLK COUNTY UTILITIES	Invoice: 022023-6054 (Reference: 7880 Reuse oak reflection loop 1/10-2/09.) Invoice: 022023-3...		13,096.82	3,848,316.09
03/14/2023	100280	SPIES POOL, LLC	Invoice: 396373 (Reference: chemical controller.) Invoice: 397332 (Reference: Pool Maintenanc...		1,675.00	3,846,641.09
03/14/2023	100281	Captain Carnival LLC	Invoice: 16076 (Reference: Event Entertainment.)		1,325.00	3,845,316.09
03/14/2023	100282	METFITNESS LLC	Invoice: INV-4272 (Reference: Weekly group fitness class.)		360.00	3,844,956.09
03/14/2023	100283	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64749 (Reference: janitorial supplies.) Invoice: 64847 (Reference: cleaning and jani...		1,126.90	3,843,829.19
03/14/2023	100284	Cintas	Invoice: 4148318414 (Reference: Facility Maintenance Cleaning.)		452.04	3,843,377.15
03/14/2023	100285	I-Deal Refuse Savings, Inc.	Invoice: 533067 (Reference: Solid Waste Disposal.) Invoice: 533065 (Reference: Solid Waste Di...		1,391.20	3,841,985.95
03/15/2023	031523ACH1	FLORIDA PUBLIC UTILITIES	Service 1/23/23-2/20/23		7,437.55	3,834,548.40
03/16/2023	100286	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64869 (Reference: Facility Cleaning Maintenance.)		151.85	3,834,396.55
03/16/2023	3/16/23	Credit Card Misc.	Misc Transaction from Credit Card Statement		795.83	3,833,600.72
03/17/2023	100287	I-Deal Refuse Savings, Inc.	Invoice: 533353 (Reference: Dump and return compactor.) Invoice: 533361 (Reference: Dump and ...		919.22	3,832,681.50
03/17/2023	100288	SPIES POOL, LLC	Invoice: 397498 (Reference: Main pool and lazy river maintenance.) Invoice: 397411 (Reference...		2,006.90	3,830,674.60
03/17/2023	100289	Klinger Electrical Services LLC	Invoice: 23005 (Reference: Front Monument lighting.)		991.00	3,829,683.60
03/17/2023	01ACH031723	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 01/26-02/23		481.83	3,829,201.77
03/17/2023			Deposit	53,829.10		3,883,030.87
03/20/2023	ACH03/20/23	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 1/27-2/24/23		899.66	3,882,131.21
03/20/2023	ACH032023	Spectrum Business	5200 Solterra Blvd AHMS 03/03/23-04/02/23		277.96	3,881,853.25
03/20/2023	01ACH032023	DUKE ENERGY	5290 Solterra Blvd Irrigation 01/26-02/23		30.79	3,881,822.46
03/20/2023	02ACH032023	DUKE ENERGY	5300 Solterra Blvd Lift 01/26-2/23		297.15	3,881,525.31
03/21/2023	ACH032122	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 1/27-2/24/23		36.30	3,881,489.01
03/21/2023	01ACH032123	DUKE ENERGY	5200 OAKMONT BLVD 01/27-02/24		8,561.21	3,872,927.80
03/22/2023	5145	US BANK	Tax Collection Distribution DS Series 2013		426,749.22	3,446,178.58
03/22/2023	5155	US BANK	Tax Collection Distribution DS Series 2014		238,784.79	3,207,393.79
03/22/2023	5156	US BANK	Tax Collection Distribution DS Series 2018		570,797.61	2,636,596.18
03/22/2023	100290	Cintas	Invoice: 4149751702 (Reference: Facility Cleaning Maintenance.)		452.04	2,636,144.14
03/22/2023	100291	Evergreen Lifestyles Mgmt	Invoice: SRD00223C (Reference: Pool Monitors/Lifeguards.)		30,829.11	2,605,315.03
03/22/2023	100292	SPIES POOL, LLC	Invoice: 397821 (Reference: Pool and Lazy River R&M.)		450.00	2,604,865.03
03/22/2023	100293	Captain Carnival LLC	Invoice: 16296 (Reference: Clubhouse and Lifestyle Supplies.)		600.00	2,604,265.03
03/22/2023	100294	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64920 (Reference: Facility Cleaning Maintenance.) Invoice: 64881 (Reference: Facilit...		606.16	2,603,658.87
03/22/2023	100295	Food Truck Crazy, Inc.	Invoice: 125123 (Reference: Lifestyle Management Food Truck.)		335.00	2,603,323.87
03/23/2023	5157	POLK COUNTY UTILITIES	Various Accounts		577.85	2,602,746.02
03/23/2023	5158	POLK COUNTY UTILITIES	Various Accounts		28.56	2,602,717.46
03/23/2023	5159	POLK COUNTY UTILITIES	Various Accounts		18.70	2,602,698.76
03/23/2023	5160	POLK COUNTY UTILITIES	Various Accounts		12,559.07	2,590,139.69
03/23/2023	5161	POLK COUNTY UTILITIES	Various Accounts		77.42	2,590,062.27
03/23/2023	5162	POLK COUNTY UTILITIES	Various Accounts		2,038.22	2,588,024.05
03/23/2023	100296	YELLOWSTONE LANDSCAPE	Invoice: OS 502091 (Reference: Quarterly date palm.) Invoice: OS 497013 (Reference: Monthly L...		16,953.69	2,571,070.36
03/24/2023	02ACH032423	DUKE ENERGY	00 Solterra Blvd LITE 02/02-03/02		1,043.03	2,570,027.33
03/25/2023	ACH041123	Spectrum Business	Phone and Internet. 03-25-04-24-23 5200 Solterra Blvd		1,045.39	2,568,981.94
03/29/2023	100297	I-Deal Refuse Savings, Inc.	Invoice: 533491 (Reference: Solid Waste Disposal.) Invoice: 533488 (Reference: Solid Waste Di...		1,126.28	2,567,855.66
03/29/2023	100298	JOE G TEDDER, TAX COLLECTOR	Invoice: 010223- (Reference: City Assessment Collection Fee.)		667.86	2,567,187.80
03/29/2023	100299	SPIES POOL, LLC	Invoice: 398066 (Reference: Pool and Lazy River R&M.)		1,250.00	2,565,937.80
03/29/2023	100300	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64934 (Reference: Facility Maintenance Cleaning.)		589.07	2,565,348.73
03/29/2023			Deposit	6,612.19		2,571,960.92
03/30/2023	100301	Cintas	Invoice: 4150445665 (Reference: Facility Cleaning Maintenance.)		435.20	2,571,525.72
03/30/2023	100302	DPFG M&C	Invoice: 408446 (Reference: District Management Services.) Invoice: 408381 (Reference: Superv...		4,510.00	2,567,015.72
03/30/2023	100303	EXERCISE SYSTEMS, INC.	Invoice: 051437 (Reference: Facility Cleaning Maintenance.) Invoice: 051438 (Reference: Athle...		1,213.00	2,565,802.72
03/30/2023	100304	SPIES POOL, LLC	Invoice: 397006 (Reference: Pool and Lazy River R&M.)		1,605.60	2,564,197.12
03/30/2023	01ACH033023	DUKE ENERGY	7102 Oakmoss Loop Irrigation 02/07-03/07		30.79	2,564,166.33
03/30/2023	02ACH033023	DUKE ENERGY	4000 OAKMONT BLVD 02/07-03/07		49.09	2,564,117.24
03/30/2023	03ACH033023	DUKE ENERGY	6022 Board Oak Dr Pump 02/07-03/07		30.79	2,564,086.45
03/30/2023	04ACH033023	DUKE ENERGY	0 Solterra Blvd Lite 02/08-03/08		1,349.31	2,562,737.14
03/30/2023	05ACH033023	DUKE ENERGY	5456 Misty Oak Cir Pump 02/07-03/07		30.79	2,562,706.35
03/30/2023	07ACH033023	DUKE ENERGY	7310 Oakmoss Loop Irrigation 02/07-03/07		30.79	2,562,675.56
03/30/2023	08ACH033023	DUKE ENERGY	7524 Oak Spring Lane 2/7-3/7		30.79	2,562,644.77
03/30/2023	09ACH033023	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 02/07-03/07		56.06	2,562,588.71
03/30/2023	10ACH033023	DUKE ENERGY	7632 Oak Spring LN Irrigation 02/07-03/07		30.79	2,562,557.92
03/31/2023				64,174.79	1,429,769.24	2,562,557.92
04/03/2023	ACH040323	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 2/8 - 3/08		4,611.93	2,557,945.99
04/03/2023	5163	POLK COUNTY WATER RESOURCE ENFORCEMENT	Water Violation (02/27/2023)		500.00	2,557,445.99
04/03/2023	100306	I-Deal Refuse Savings, Inc.	Invoice: 533270 (Reference: Solid Waste Disposal.)		300.00	2,557,145.99
04/03/2023	100307	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23376788 (Reference: CAPITAL IMPROVEMENTS.) Invoice: 24003793 (Reference: Capital Im...		3,883.59	2,553,262.40
04/04/2023	5164	CLERK OF COURT	False security alarm 3/23/23		508.00	2,552,754.40
04/04/2023	ACH040423	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 02/11-03/13		1,101.09	2,551,653.31
04/05/2023	100308	I-Deal Refuse Savings, Inc.	Invoice: 533654 (Reference: Dump and return compactor.) Invoice: 533633 (Reference: Dump and ...		1,177.12	2,550,476.19
04/05/2023	100309	Power Pool Services, LLC	Invoice: 2994 (Reference: Pool service Apr.)		2,800.00	2,547,676.19
04/05/2023	100310	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 65027 (Reference: restroom supplies.)		268.75	2,547,407.44
04/05/2023	100311	BUSINESS OBSERVER	Invoice: 23-00457K (Reference: Legal Advertising.)		74.38	2,547,333.06
04/05/2023	100312	Cintas	Invoice: 4151155238 (Reference: Facility Maintenance Cleaning.)		452.04	2,546,881.02
04/05/2023	100313	SPIES POOL, LLC	Invoice: 398287 (Reference: Pool and Lazy River R&M.) Invoice: 398138 (Reference: Pool and La...		2,180.90	2,544,700.12
04/05/2023	100314	Steadfast Environmental LLC	Invoice: SE-22185 (Reference: Pond and Wetland Maintenance.)		2,393.00	2,542,307.12
04/06/2023	100315	SPIES POOL, LLC	Invoice: 398704 (Reference: Pool and Lazy River R&M.)		492.00	2,541,815.12
04/06/2023	100316	Captain Carnival LLC	Invoice: 16387 (Reference: Clubhouse and Lifestyle Supplies.)		250.00	2,541,565.12
04/08/2023	ACH040823	Spectrum Business	3/22/23 - 4/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	2,541,455.14
04/10/2023	ACH041023	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C J 2/17-03/17/23		1,348.08	2,540,107.06
04/10/2023	2ACH041023	DUKE ENERGY	000 Solterra BLvd Lite 02/16-03/16		798.01	2,539,309.05
04/11/2023			Deposit	163,406.91		2,702,715.96
04/14/2023	5165	CLERK OF COURT	False security alarm 4/3/23		508.00	2,702,207.96
04/14/2023	ACH041423	FLORIDA PUBLIC UTILITIES	Service 2/20/23-3/21/23		4,683.42	2,697,524.54
04/16/2023	01ACH041623	Amazon.com	NEED BACK UP		34.20	2,697,490.34
04/16/2023	02ACH041623	Mailchimp	Mailchimp- Need back up		26.50	2,697,463.84
04/16/2023	03ACH041623	TARGET	Miscellaneous- NEED BACK UP		21.39	2,697,442.45
04/18/2023	ACH041823	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 02/24-03/27		481.69	2,696,960.76
04/19/2023	1ACH041923	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 2/25-3/28/23		899.37	2,696,061.39
04/19/2023	ACH041923	DUKE ENERGY	5290 Solterra Blvd Irrigation 02/24-03/27/23		30.79	2,696,030.60
04/19/2023	1ACH041923	DUKE ENERGY	5300 Solterra Blvd Lift 02/26-3/27/23		253.08	2,695,777.52
04/20/2023	2ACH042023	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 2/25-3/28/23		36.30	2,695,741.22
04/20/2023	ACH042023	Spectrum Business	5200 Solterra Blvd AHMS 04/03/23-05/02/23		277.96	2,695,463.26
04/20/2023	3ACH042023	DUKE ENERGY	5200 OAKMONT BLVD 02/25-03/28		9,508.83	2,685,954.43
04/24/2023	5166	KILINSKI VAN WYK, PLLC	Legal Services.		20,534.01	2,665,420.42
04/24/2023	5167	Anthony R. Crawford	BOS Meeting 4/7/23		200.00	2,665,220.42
04/24/2023	5168	Ariane Casanova	BOS Meeting 4/7/23		200.00	2,665,020.42
04/24/2023	5169	Connie S. Osner	BOS Meeting 4/7/23		200.00	2,664,820.42
04/24/2023	5170	Karan L. Wienker	BOS Meeting 4/7/23		200.00	2,664,620.42
04/24/2023	5171	Alexander Alcalde	Security Patrol 3/12/23 4 hrs.		180.00	2,664,440.42
04/24/2023	5172	Austin Theodorson	Security Patrol 3/10/23 4 hrs.		180.00	2,664,260.42
04/24/2023	5173	Brian Turner	Security Patrol 3/10/23 4 hrs.		180.00	2,664,080.42
04/24/2023	5174	Miguel Hurtado	Security Patrol 3/11/23 4 hrs.		180.00	2,663,900.42
04/24/2023	5175	POLK COUNTY SHERIFF'S OFFICE	Admin/Vehicle Fee Patrol		96.00	2,663,804.42
04/24/2023	5176	Robert Rivera Jr.	Security Patrol 3/11/23 4 hrs.		180.00	2,663,624.42
04/24/2023	5177	Zachary Eason	Security Patrol 3/12/23 4 hrs.		180.00	2,663,444.42
04/25/2023	ACH042523	DUKE ENERGY	00 Solterra Blvd LITE 03/03-04/01/23		1,047.14	2,662,397.28
04/26/2023	100317	I-Deal Refuse Savings, Inc.	Invoice: 533669 (Reference: Solid Waste Disposal.) Invoice: 533687 (Reference: Solid Waste Di...		1,044.45	2,661,352.83
04/26/2023	100318	METFITNESS LLC	Invoice: INV-4303 (Reference: Athletic Facilities Fitness.)		480.00	2,660,872.83
04/30/2023				163,406.91	65,092.00	2,660,872.83

EXHIBIT 27





April 21, 2023

Shirley Conley – Administrative Assistant
D.P.F.G. Management
250 International Pkwy, Ste 208
Lake Mary, FL 32746-5018

RE: Solterra Resort Community Development District Registered Voters

Dear Ms. Conley,

In response to your request, there are currently **280** voters within the Solterra Resort Community Development District. This number of registered voters in said District is as of **April 15, 2023**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

EXHIBIT 28



BILL TO

The Solterra Resort CDD
 250 International Parkway #208
 Lake Mary, FL 32746 USA

ESTIMATE 143299201	ESTIMATE DATE Apr 27, 2023
------------------------------	--------------------------------------

JOB ADDRESS

Solterra M-447
 5200 Solterra Boulevard
 Davenport, FL 33837 USA

Job: 63483543

TASK	DESCRIPTION	QTY	PRICE	TOTAL
C-HF701--05	C- (Lvl 1) Reset Tripped Breaker	1.00	\$101.83	\$101.83
C-H101--30	C-Completed Diagnostic Testing	1.00	\$139.00	\$139.00
C-HB101--20	Cleaned the drain line with a strong vacuum as thoroughly as possible. Tested for proper flow to help reduce risk and potential water damage.	1.00	\$185.61	\$185.61

MEMBER SAVINGS	\$50.72
SUB-TOTAL	\$426.44
TAX	\$0.00
TOTAL	\$426.44

Thank you for choosing Pro-Tech.

CUSTOMER AUTHORIZATION

I have the authority to order and do so approve the work in the amount of \$426.44.

Sign here

Date

