



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

***SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT***

Agenda Package

Regular Meeting

Date & Time:

***Thursday
May 28, 2020
10:00 am***

Location:

***Solterra Resort
Amenity Center
5200 Oakmount Blvd.
Davenport, Florida
Or***

Zoom – Conference Call – Audio Only

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

Development Planning and Financing Group

[X] 250 International Parkway, Suite 280
Lake Mary, Florida 32746
321-263-0132 Ext. 4205

[] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

May 22, 2020

Solterra Resort Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Solterra Community Development District is scheduled for **Thursday, May 28, 2020 at 10:00 a.m.** at the **Solterra Resort Amenities Center, 5200 Oakmont Boulevard, Davenport, Florida** or **Zoom – Conference Call – Audio Only.**

The balance of the agenda is routine in nature and staff will present their reports at the meeting. If you have any questions, please contact me.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

Cc: District Attorney
District Engineer
DPFG

Solterra Resort Community Development District

Board of Supervisors Meeting

Thursday, May 28th at 10:00 AM

via Zoom – AUDIO ONLY

Dear Residents

We welcome you to join us for the Board of Supervisors Meeting to be held on Thursday, May 28th at 10:00 AM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to patricia.thibault@dpfg.com before the meeting so that they can be answered accordingly. Thank you for your patience in these trying times and we look forward to hearing from you.

Join Zoom Meeting by Computer

<https://us02web.zoom.us/j/89586181117?pwd=VUJxWFRGeHA4ckdTSEU5U3lXSStmdz09>

Meeting ID: 895 8618 1117

Password: 390897

Join Zoom Meeting by Phone

Dial by your location – Follow the Prompts – Meeting ID - **895 8618 1117** – Hit # when it requests a participant ID

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+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

District: **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, May 28, 2020

Time: 10:00 AM

Location: Solterra Resort Amenities Center
5200 Oakmont Boulevard
Davenport, Florida 33837 or
Zoom Conference Call

Dial-in Number: +1 253 215 8782
Guest Access Code: 895 8618 1117

Agenda

I. Roll Call

II. Audience Comments – (limited to 3 minutes on agenda items)

III. Vendor Reports

A. Amenity Manager Report	Exhibit 1
B. Solitude Lake Management – Waterway Inspection	Exhibit 2

IV. Administrative Items

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held April 23, 2020	Exhibit 3
B. Consideration for Acceptance – The April 2020 Unaudited Financial Report	Exhibit 4

V. Business Matters

A. 2020 Rules of Procedure Public Hearing

➤ Open the Public Hearing	
➤ Presentation of the 2020 Rules of Procedure	Exhibit 5
➤ Public Comments	
➤ Close the Public Hearing	

B. Consideration & Adoption of Resolution 2020-04 , Adopting Rules of Procedure	Exhibit 6

C. Presentation of Proposed FY 2021 Budget	Exhibit 7

D. Consideration & Adoption of Resolution 2020-05 , Approving Proposed FY 2021 Budget and Setting Public Hearing	Exhibit 8

V. Business Matters (continued)

E. Consideration & Adoption of Resolution 2020-06 , Ratifying Acquisition of Phase 2B Utilities	Exhibit 9
F. Consideration & Adoption of Resolution 2020-07 , Authorizing Acquisition of Phase 2 Improvements	Exhibit 10
G. Consideration & Adoption of Resolution 2020-08 , Authorizing and Subsequent Conveyance to County of Phase 2D2 Utilities Improvements	Exhibit 11
H. Presentation of Form 1 Statement of Financial Interests	Exhibit 12
I. Consideration of Envera Driver's License Scanner Installation Proposal - \$72.00 Install / \$9.77 Service & Maintenance Plan	Exhibit 13
J. Consideration of Cintas Spray Sanitizer and Ultraclean Proposal	Exhibit 14

VI. Consent Agenda

A. Ratification of Yellowstone Proposals	Exhibit 15
➤ Subcontract Arbor - \$650.00	
➤ Hunter Decoders Out of Warranty - \$940.43	
➤ Quarterly Date Palm Injections w/ Fertilizer & Queen Palm Fertilizer - \$750.00	
➤ Replace 12 Station Timers at Misty Oak Park - \$681.40	

VII. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VIII. Supervisors Requests

IX. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

X. Adjournment

EXHIBIT 1



SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC.
MANAGER'S REPORT
MAY 2020

- The cleaning crew has continued to service the resort twice weekly, and have taken on deep cleaning projects each day, so that upon re-opening the amenity will have been totally scrubbed down.
- Eli, our maintenance tech, along with the help of another evergreen maintenance tech conducted a deep clean in the fitness center steam cleaning the carpets, cleaning vents, moving all machines and cleaning underneath and around them, providing a completely sanitized area for re-opening.
- Sanitizing products were ordered and delivered by Cintas, to be used for reopening. We have a hand sanitizer station to be mounted in the fitness center, the clubhouse as well as two hand sanitizing stations being set up on the pool deck. In addition to these hand stations, we have systems being set up by each entrance to the pool with large sanitizer wipes for guests to take and wipe off their pool chairs when they arrive.
- We have submitted a proposal for bi-weekly sanitizing surface sprays, serviced by Cintas, as well as restroom deep cleaning. These services not only ensure the facility is sanitized and free of germs, but will help create peace of mind for our guests and owners alike, knowing we have taken the necessary steps and precautions to create a clean environment.
- Eli had been working on and has now finished touch up painting (door frames, base boards, doors) in the clubhouse and fitness center.
- We are continuing to prepare for reopening and awaiting a set date to be able to do so.
- Closings are beginning to take place in the new Pulte Homes Phase 2B on Oak Moss Loop which contains townhomes and single-family homes.
- Using our new video cameras, Rodney was able to identify a tenant that dumped boxes at the site two compactor. The owner was informed and since it was a few recyclable boxes and the owner immediately called the tenant who called Rodney with a sincere apology, this will be a warning. We are working on identifying a second offender who dumped a chair at the amenity center but he was on foot.
- We are undertaking a focused effort to gather contact information for owner and property managers, especially ones that allow short term rentals so the HOA and CDD security have contacts when needed for noise nuisances, parties, or emergencies.
- As rentals begin again we expect our level of unwanted activities to increase. Thanks to the Community Watch Solutions front gate team we are coming across some advertisements and seeing a few common promoters of these events: Shad Morris, Javon Terrell Hall, Jamaal Mills, Rayshawn 'Scummy' Cooper, and Shad Ellis. Some are even issuing fake gate passes. Is there any proactive action that can be taken to stop them before they enter the community

Respectfully submitted,

Samantha Alexander, Club Manager & Rodney Cotten, LCAM
Evergreen Lifestyles Management

2100 S HIAWASSEE ROAD
ORLANDO, FL 32835

877-221-6919
EVERGREEN-LM.COM

EXHIBIT 2

SOLITUDE

LAKE MANAGEMENT



Solterra Resort CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 04/24/2020

Prepared for:

Ms. Patricia Thibault

DPFG

250 International Parkway, Suite #280

Lake Mary, Florida 32746

Prepared by:

Alan Wilson, Assist Service Manager

WINTER GARDEN FIELD OFFICE
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

Site: 13**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 14**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 15**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 10**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 12**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 11**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 8

Comments: Site looks good

Pond is clear of submersed vegetation and algae growth. Some shoreline grasses present.

Site: 9

Comments: Site looks good

Pond is clear of shoreline vegetation, submersed vegetation, and algae growth.

Site: 7**Comments:** Site looks good

Pond is clear of shoreline vegetation, submersed vegetation, and algae growth. Littoral shelf is free of invasive vegetation.

Site: 6**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 4**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 5**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 3**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 1**Comments:** Treatment in progress

Pond is clear of submersed vegetation, and algae growth. Emergent growth of shoreline grasses from water levels dropping.

Site: 2

**Comments:** Treatment in progress

Pond is clear of shoreline vegetation, submersed vegetation, and algae growth. Littoral shelf is free of invasive vegetation.

Management Summary

All ponds appear to be well maintained. Everything noted will be sent to the service department for evaluation and treatment. Shoreline grass treatments are ongoing and grasses observed should be dying in 7-10 days. Increasing water levels will also help with appearance going into the summer months.

Recommendations/Action Items

Continue with routine pond maintenance program.

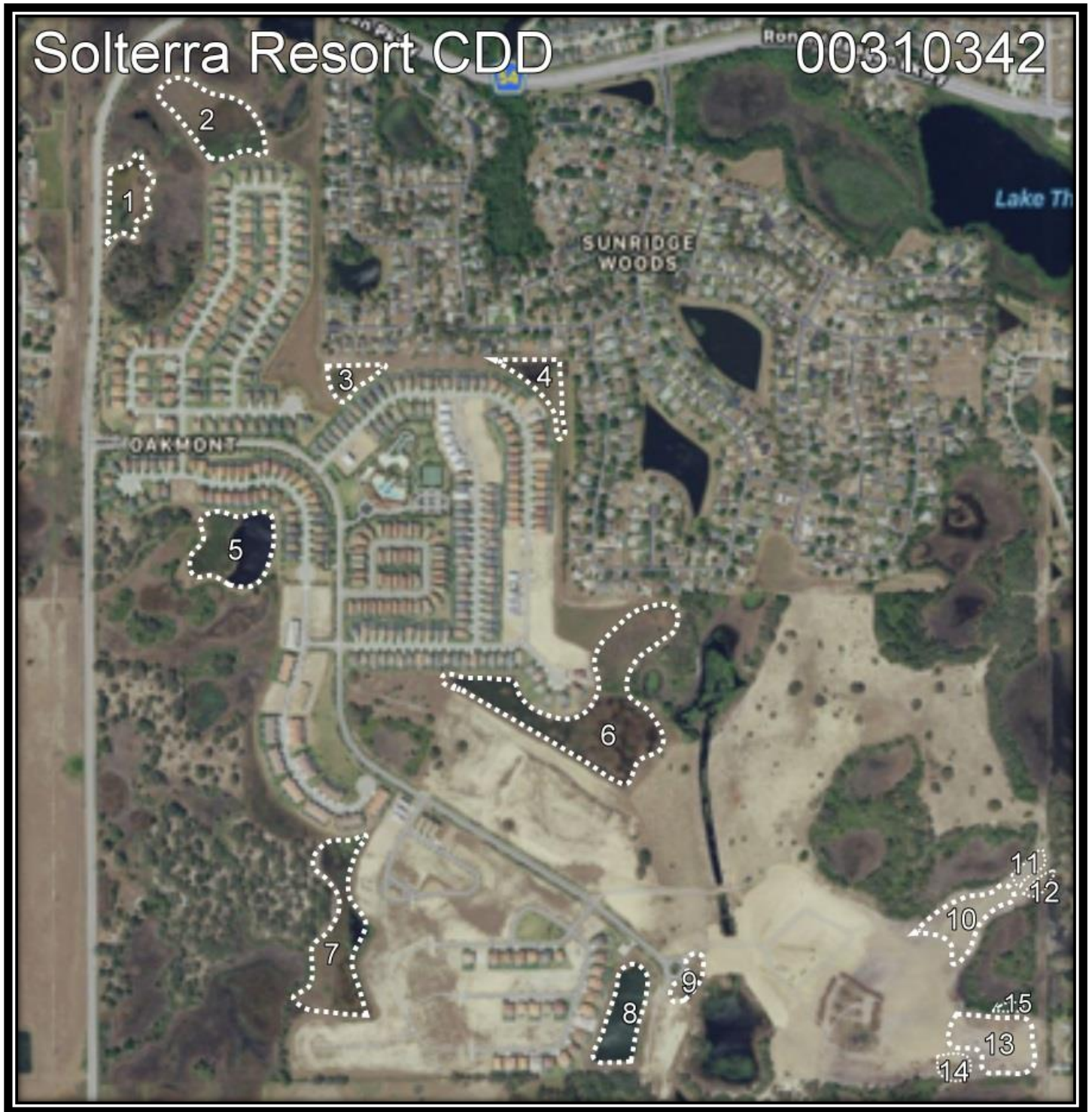


EXHIBIT 3

1 **MINUTES OF MEETING**

2 **SOLTERRA RESORT**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Solterra Resort Community
5 Development District was held on Thursday, April 23, 2020 at 10:00 a.m. via Zoom conference call.

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

7 Ms. Thibault called the meeting to order and conducted roll call.

8 Present and constituting a quorum were:

9 James Harvey	Board Supervisor, Chairman
10 Greg Meath	Board Supervisor, Vice Chairman
11 Brad Walker	Board Supervisor, Assistant Secretary
12 Jon Seifel	Board Supervisor, Assistant Secretary

13 Also present were:

14 Patricia Thibault	District Manager, DPFG Management and Consulting
15 Jason Walters	District Counsel, Hopping, Green & Sams
16 Tonja Stewart	District Engineer, Stantec
17 Rodney Cotton	Amenity Manager
18 Samantha Alexander	Amenity Manager
19 Rob Stultz	Yellowstone Landscape
20 Dana Bryant	Yellowstone Landscape

21 *The following is a summary of the discussions and actions taken at the April 23, 2020 Solterra Resort*
22 *CDD Board of Supervisors Regular Meeting.*

23 **SECOND ORDER OF BUSINESS – Audience Comments**

24 There being none, the next item followed.

25 **THIRD ORDER OF BUSINESS – Vendor Reports**

26 A. Exhibit 1: DPFG Operations Report

27 B. Exhibit 2: Amenity Manager Report

28 Mr. Harvey asked what measures had been taken during the amenities closure with regards to
29 inventory and sterilization. Ms. Alexander gave an overview of deep cleaning procedures taken.

30 Ms. Thibault noted that there had been a recent spike in the number of positive COVID-19 tests
31 for the county, and that an executive order from the Governor directed the closure of facilities
32 until May.

33 C. Solitude Lake Management – Waterway Inspection – Suspended until June

34 **FOURTH ORDER OF BUSINESS – Administrative Items**

35 A. Exhibit 3: Consideration for Approval – The Minutes of the Board of Supervisors Regular
36 Meeting Held January 23, 2020

37 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board
38 approved the Minutes of the Board of Supervisors Regular Meeting, as amended, held on January 23,
39 2020 for the Solterra Resort Community Development District.

B. Exhibit 4: Consideration for Acceptance – The March 2020 Unaudited Financial Report

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board accepted the March 2020 Unaudited Financial Report for the Solterra Resort Community Development District.

FIFTH ORDER OF BUSINESS – Business Matters

A. Exhibit 5: Consideration of Entry Gate Policy for Solterra Resort Community Development District

Ms. Thibault gave an overview of the policy, requiring cars between 10 PM and 5 AM to provide proof of authorization, and establishing policies for cars obstructing right-of-ways.

Mr. Cotton indicated some unclear language regarding parking passes that needed clarification.

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the Entry Gate Policy, in substantial form, allowing for minor adjustments to be made by District Counsel to align with the HOA, for the Solterra Resort Community Development District.

B. Exhibit 6: Consideration of OnSight Roundabout Signs Proposal - \$6,630.79

On a MOTION by Mr. Harvey, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved the OnSight Roundabout Signs Proposal, in the amount of \$6,630.79, for the Solterra Resort Community Development District.

C. Exhibit 7: Consideration of **Resolution 2020-02**, Recognizing Contribution in Lieu of Assessments

Mr. Walters gave an overview of the Resolution which recognizes the contributions made by the developer through District improvements, in the amount of \$366,617.19.

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-02**, Recognizing Contribution in Lieu of Assessments, for the Solterra Resort Community Development District.

D. Exhibit 8: Consideration of **Resolution 2020-03**, Landowner's Election

Ms. Thibault advised that the seats up for election were #1 (Mr. Harvey), #2 (Mr. Meath), and #4 (Mr. Walker).

On a MOTION by Mr. Harvey, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-03**, setting the Landowner's Election for the Solterra Resort Community Development District.

SIXTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 9: Ratification of Envera Keypad Repair Proposal - \$483.23

B. Exhibit 10: Ratification of Fireman Tom's Pressure Washing Proposal - \$1,700.00

C. Exhibit 11: Ratification of JR Davis Agreement - \$36,115.00

D. Exhibit 12: Ratification of OnSight Proposals

➤ Acorn Street Signage - \$1,645.29

➤ Oakbourne Street Signage - \$4,743.26

- 76 ➤ The Street Signage - \$2,385.73
- 77 ➤ Clubhouse Street Signage - \$2,899.06
- 78 ➤ Solterra Circle Street Signage - \$2,809.07
- 79 ➤ Oak Street Signage - \$5,744.35
- 80 ➤ Phase 2B1 - \$9,060.92
- 81 ➤ Phase 2B2 - \$3,316.57
- 82 E. Exhibit 13: Ratification of Site Masters Proposals
- 83 ➤ Repair Damaged Portion of Inlet Top at Solterra Blvd. - \$800.00
- 84 ➤ Repair Damaged Portions of Inlet Top at 5279 & 5283 Wildwood Way - \$800.00
- 85 ➤ Remove Elevated Sidewalk at 5152 Oakbourne Ave - \$1,200.00
- 86 ➤ Remove & Re-Construct Complete Curb Inlet Tops - \$5,600.00
- 87 F. Exhibit 14: Ratification of Yellowstone Proposals
- 88 ➤ Bush-hog Installation - \$3,972.71
- 89 ➤ Replace Impeller on Re-Circulation Pump Pool - \$1,925.00
- 90 ➤ Replace Grids for the Pool Filter – \$2,150.00
- 91 ➤ Bush-hog Installation at 2 Pond Areas Off of Sawgrass Bay Blvd. - \$906.87
- 92 ➤ Oak Tree Park – Plant Installation - \$10,378.00
- 93 ➤ Solterra Commons Policing - \$900.00
- 94 ➤ Solterra Commons Policing - \$900.00
- 95 ➤ Solterra Commons Policing - \$450.00
- 96 G. Exhibit 15: Ratification of Site Masters Proposal

97 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board
98 approved the ratification of Items A, B, C, D, E, F, & G of the Consent Agenda as presented for the
99 Solterra Resort Community Development District.

100 **SEVENTH ORDER OF BUSINESS – Staff Reports**

- 101 A. District Manager
- 102 Ms. Thibault stated that District Management would continue to monitor and keep the District
- 103 informed with pandemic updates.
- 104 B. District Counsel
- 105 Mr. Walters stated that Counsel would continue to monitor directives and executive orders from
- 106 the Governor.
- 107 C. District Engineer
- 108 There being none, the next item followed.

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

110 There being none, the next item followed.

111 **NINTH ORDER OF BUSINESS – Audience Comments - New Business**

112 There being none, the next item followed.

113 **TENTH ORDER OF BUSINESS – Adjournment**

114 Ms. Thibault asked for final questions, comments or corrections before requesting a motion to
115 adjourn the meeting. There being none, Mr. Harvey made a motion to adjourn the meeting.

116 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board
117 adjourned the meeting for the Solterra Resort Community Development District.

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

121

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

124

125

Signature

Signature

Printed Name

Printed Name

126 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chair**

EXHIBIT 4

Solterra Resort Community Development District

Financial Statements
(Unaudited)

Period Ending
April 30, 2020

Solterra Resort CDD
Balance Sheet
April 30, 2020

	<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>
<u>ASSETS:</u>						
CASH - Operating Account	\$ 597,691	\$ -	\$ -	\$ -	\$ 7	\$ 597,698
CASH - Debit Card	1,764	-	-	-	-	1,764
INVESTMENTS:						
REVENUE	-	450,841	236,457	385,250	-	1,072,548
RESERVE	-	346,791	129,372	466,133	-	942,296
INTEREST FUND	-	-	-	66	-	66
PREPAYMENT FUND	-	-	-	3,707	-	3,707
PHASE 2B	-	-	-	-	2,161,827	2,161,827
2013 ACQ./CONSTRUCTION	-	-	-	-	13,959	13,959
2014 ACQ./CONSTRUCTION	-	-	-	-	5,208	5,208
2018 ACQ./CONSTRUCTION	-	-	-	-	40,117	40,117
ACCOUNTS RECEIVABLE	1,211	-	-	-	-	1,211
ASSESSEMENTS RECEIVABLE-ON ROLL	-	-	-	-	-	-
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(8,888)	-	-	-	-	(8,888)
RECEIVABLE-OFF ROLL (Pk. Square)	11,431	-	8,098	-	-	19,529
DEPOSITS -UTILITIES	3,530	-	-	-	-	3,530
PREPAID ITEMS	963	-	-	-	-	963
DUE FROM GEN FUND	-	9,410	5,266	168,747	-	183,423
TOTAL ASSETS	\$ 607,702	\$ 807,042	\$ 379,193	\$ 1,023,903	\$ 2,221,118	\$ 5,038,958
<u>LIABILITIES:</u>						
ACCOUNTS PAYABLE	\$ 73,506	\$ -	\$ -	\$ -	\$ -	\$ 73,506
DUE TO DEVELOPER	-	-	-	-	-	-
DUE TO OTHER FUNDS	16,446	-	-	-	-	16,446
ACCRUED INTEREST PAYABLE	-	-	-	-	-	-
MATURED BONDS PAYABLE	-	-	-	-	-	-
DEFERRED REVENUE (ON ROLL)	-	-	-	-	-	-
DEFERRED REVENUE (OFF ROLL)	-	-	-	-	-	-
<u>FUND BALANCE:</u>						
NONSPENDABLE:						
PREPAID AND DEPOSITS	4,493	-	-	-	-	4,493
RESTRICTED FOR:						
DEBT SERVICE	-	807,042	379,193	1,023,903	-	2,210,138
CAPITAL PROJECTS	-	-	-	-	2,221,118	2,221,118
ASSIGNED:						
UNASSIGNED:	513,257	-	-	-	-	513,257
TOTAL LIABILITIES & FUND BALANCE	\$ 607,702	\$ 807,042	\$ 379,193	\$ 1,023,903	\$ 2,221,118	\$ 5,038,958

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
SPECIAL ASSESSMENTS - ON ROLL	\$ 1,614,265	1,129,986	\$ 1,076,017	\$ (53,969)
LOT CLOSINGS	-	-	10,078	10,078
DEFECIT FUNDING	-	-	-	-
INTEREST	-	-	-	-
FUND BALANCE FORWARD	-	-	-	-
TOTAL REVENUE	1,614,265	1,129,986	1,086,095	(43,891)
EXPENDITURES				
GENERAL ADMINISTRATIVE:				
SUPERVISOR FEES	-	-	-	-
DISTRICT MANAGEMENT	32,000	18,667	21,467	(2,800)
MISC. FEES	-	-	2,148	(2,148)
MASS MAILING & PRINTING	1,500	875	341	534
LEGAL ADVERTISING	1,500	875	383	492
BANK FEES	250	146	-	146
REGULATORY AND PERMIT FEES	175	175	175	-
PROPERTY TAXES	-	-	-	-
AUDITING SERVICES	2,600	1,517	-	1,517
DISTRICT ENGINEER	10,000	5,833	4,145	1,688
CONSTRUCTION ACCOUNTING SERVICES	2,000	2,000	2,000	-
LEGAL SERVICES	22,000	17,958	17,958	-
COUNTY ASSESSMENT COLLECTION FEE	22,000	21,159	21,159	-
WEB SITE SETUP & ADMINISTRATION	2,265	2,265	3,484	(1,219)
TOTAL GENERAL ADMINISTRATIVE	96,290	71,470	73,260	(1,791)
INSURANCE:				
GENERAL, PROPERTY & P OFFICIALS LIABILITY INSURANCE	26,934	23,164	23,164	-
TOTAL INSURANCE	26,934	23,164	23,164	-
DEBT SERVICE ADMINISTRATION:				
ARBITRAGE REPORTING	750	438	-	438
BOND AMORTIZATION SCHEDULE FEE	500	292	-	292
DISSEMINATING AGENT	6,000	6,000	6,000	-
TRUSTEE FEES	8,296	8,296	11,375	(3,079)
TOTAL DEBT SERVICE ADMINISTRATION	15,546	15,025	17,375	(2,350)
SHORT TERM LOAN:				
DEFICIT FUNDING	95,000	-	-	-
UTILITIES:				
UTILITIES - ELECTRICITY - Guardhouse Pump Stations	2,500	1,458	1,505	(47)
UTILITIES - GAS	75,000	43,750	18,725	25,025
UTILITIES - STREET LIGHTS	70,000	40,833	38,027	2,806
UTILITIES - STREET LIGHTS - PHASE 2A & 2B	28,000	16,333	14,915	1,418
UTILITIES - STREET LIGHTS - NEW PHASE	8,100	6,217	12,495	(6,278)
UTILITIES - WATER - Guardhouse	1,600	933	504	429
RECLAIMED WATER	52,000	30,333	14,160	16,173
ELECTRICITY - AMENITY CENTER	80,000	46,041	53,534	(7,493)
POTABLE WATER - AMENITY CENTER	48,000	28,000	13,825	14,175
TOTAL UTILITIES	365,200	213,900	167,690	46,210
SECURITY:				
SECURITY SYSTEM - MAIN ENTRANCE	9,936	5,796	686	5,110
SECURITY MONITORING - POOL & AMENITY CENTER & LAZY RIVER	14,712	8,582	4,364	4,218
SECURITY - PER RESIDENCE CHARGE	-	-	-	-
SECURITY - PENALTY FALSE ALARM	5,000	500	-	500

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
SECURITY - COMM. WATCH SOLUTIONS	135,000	78,750	72,632	6,118
GATEHOUSE - INTERNET	5,220	3,849	3,849	-
SECURITY - GUARDHOUSE MANAGEMENT	4,800	4,800	2,434	2,366
GATE MAINTENANCE & REPAIR	10,000	7,500	3,565	3,935
TOTAL SECURITY	184,668	109,777	87,530	22,247
CLUBHOUSE/AMENITY ADMINISTRATION:				
AMENITY MANAGEMENT	76,200	44,450	44,450	-
LIFESTYLE MANAGEMENT	22,151	12,921	11,125	1,796
CLUBHOUSE FACILITY MAINTENANCE (Cleaning)	30,000	19,732	19,732	-
CLUBHOUSE REPAIRS & MAINTENANCE	8,000	8,000	5,380	2,620
CLUBHOUSE & LIFESTYLE SUPPLIES	5,000	2,965	2,965	-
CLUBHOUSE PHONE & INTERNET	3,300	2,259	2,259	-
CLUBHOUSE STAFF AFTER HOURS EMERGENCY RESPONSE & CODE	500	292	-	292
PEST CONTROL & TERMITE BOND	1,380	805	805	-
POOL MONITORS/LIFEGUARDS	139,388	71,453	54,732	16,721
COFFEE, WATER & VENDING SERVICES	9,000	5,478	5,631	(153)
DRUG/BACKGROUND CHECKS (Greeters, lifeguards)	750	438	-	438
CAFÉ POINT ON SALE	1,500	875	-	875
SOCIAL ACTIVITIES & MOVIE LICENSE	10,000	5,833	-	-
TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	307,169	175,501	147,079	22,589
LANDSCAPE/PROPERTY MAINTENANCE:				
POND & WETLAND MAINTENANCE	18,440	10,757	7,874	2,883
LANDSCAPE MAINTENANCE - CONTRACT	127,256	78,016	78,016	-
LANDSCAPE MAINTENANCE - NEW SECTION	35,556	20,741	1,500	19,241
LANDSCAPE MISCELLANEOUS	50,000	29,167	23,333	5,834
IRRIGATION REPAIRS & MAINTENANCE	12,000	6,702	6,702	-
ASPHALT PAVEMENT REPAIR & MONITORING	25,000	14,583	500	14,083
LANDSCAPE/PROPERTY CONTINGENCY	75,000	43,750	9,400	34,350
COMPREHENSIVE FIELD SERVICES	10,000	5,833	3,733	2,100
TOTAL LANDSCAPE/PROPERTY MAINTENANCE	353,252	209,549	131,058	78,491
POOL SERVICE - CONTRACT	24,000	14,000	13,863	137
POOL SERVICE - CONTRACT - LAZY RIVER	24,000	14,000	13,863	137
POOL & LAZY RIVER REPAIR & MAINTENANCE	9,856	9,856	11,240	(1,384)
POOL PERMIT	850	850	-	850
SLIDE MAINTENANCE CONTRACT	2,500	1,458	-	1,458
SIGNAGE	500	500	20,841	(20,341)
ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	1,500	1,500	730	770
REFUSE DUMPSTER SERVICE	3,000	1,750	-	1,750
MISCELLANEOUS -INCLUDES PRESSURE WASHING	6,000	3,500	2,735	765
CONTINGENCY	15,000	8,750	450	8,300
TOTAL FACILITY MAINTENANCE	87,206	56,164	63,722	(7,558)
CAPITAL IMPROVEMENTS				
CAPITAL IMPROVEMENT	83,000	48,417	36,115	12,302
TOTAL CAPITAL IMPROVEMENTS	83,000	48,417	36,115	12,302
TOTAL EXPENDITURES	1,614,265	922,966	746,993	170,140
EXCESS REVENUE OVER (UNDER) EXPENDITURES	-	207,019	339,102	126,249
OTHER FINANCING SOURCES (USES)				
FUND BALANCE - BEGINNING			178,643	178,643
FUND BALANCE - ENDING	\$ -	\$ 207,019	\$ 517,745	\$ 310,726

Solterra Resort CDD
DS Series 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
ASSESSMENTS ON-ROLL (Net)	\$ 497,191	\$ 405,420	\$ 429,816 a)	\$ 24,396
ASSESSMENTS OFF-ROLL	-	-	-	-
INTEREST - INVESTMENT	-	-	1,728	1,728
DISCOUNTS	(19,888)	(11,601)	-	11,601
TOTAL REVENUE	477,303	393,819	431,544	37,725
EXPENDITURES				
COUNTY ASSESSMENT TAX COLLECTION FEES	14,916	-	-	-
INTEREST EXPENSE (November 2019)	188,219	190,819	190,819	-
INTEREST EXPENSE (May 2020)	188,219	-	-	-
PRINCIPAL (Nov 2019)	85,000	80,000	80,000	-
TOTAL EXPENDITURES	476,353	270,819	270,819	-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	950	123,000	160,725	37,725
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER-IN	-	-	-	-
INTERFUND TRANSFER-OUT	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
NET CHANGE IN FUND BALANCE	-	-	160,725	160,725
FUND BALANCE - BEGINNING	-	-	646,318	
FUND BALANCE - ENDING	\$ 950	\$ 123,000	\$ 807,043	\$ 37,725

a) Assessment budget reported at gross, year-to-date budget adjusted to net and actual collections reported at net pending the receipt of County's discount and collection fees information.

Solterra Resort CDD
DS Series 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
ASSESSMENTS ON-ROLL (Net)	\$ 278,220	\$ 235,251	\$ 240,517	\$ 5,266
ASSESSMENTS OFF-ROLL	-	-	34,766	34,766
INTEREST - INVESTMENT	(11,129)	-	799	799
TOTAL REVENUE	267,091	235,251	276,082	40,831
EXPENDITURES				
COUNTY ASSESSMENT COLLECTIONS	8,347	-	-	-
INTEREST EXPENSE (May 2020)	92,322	-	-	-
INTEREST EXPENSE (Nov 2019)	92,322	92,322	94,072	(1,750)
PRINCIPAL EXPENSE (Nov 2019)	70,000	70,000	70,000	-
TOTAL EXPENDITURES	262,991	162,322	164,072	(1,750)
EXCESS REVENUE OVER (UNDER) EXPENDITURES	4,100	72,929	112,010	39,081
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER-IN	-	-	-	-
INTERFUND TRANSFER-OUT	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
NET CHANGE IN FUND BALANCE	4,100	72,929	112,010	39,081
FUND BALANCE - BEGINNING			267,183	267,183
FUND BALANCE APPROPRIATED				-
FUND BALANCE - ENDING	\$ 4,100	\$ 72,929	\$ 379,193	\$ 345,345

Solterra Resort CDD

DS Series 2018

Statement of Revenue, Expenditures And Changes in Fund Balance For The Period Starting October 1, 2019 and Ending April 30, 2020

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
ASSESSMENTS ON-ROLL (Net)	\$ 673,360	\$ -	\$ 80,859 a)	\$ 80,859
ASSESSMENTS OFF-ROLL	-	-	293,799	293,799
INTEREST - INVESTMENT	-	-	713	713
DISCOUNTS	(26,934)	(15,712)	-	15,712
TOTAL REVENUE	646,426	(15,712)	375,371	391,083
EXPENDITURES				
COUNTY ASSESSMENT COLLECTIONS	20,201	-	-	-
INTEREST EXPENSE (May 2020)	239,163	-	-	-
INTEREST EXPENSE (November 2019)	242,063	240,316	245,316	(5,000)
PRINCIPAL (Nov 2019)	60,000	60,000	60,000	-
TOTAL EXPENDITURES	561,426	300,316	305,316	(5,000)
EXCESS REVENUE OVER (UNDER) EXPENDITURES	85,000	(316,028)	70,055	386,083
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER-IN	-	-	298,101	(298,101)
INTERFUND TRANSFER-OUT	-	-	(915)	915
TOTAL OTHER FINANCING SOURCES (USES)	-	-	297,186	(297,186)
NET CHANGE IN FUND BALANCE	-	-	367,241	367,241
FUND BALANCE - BEGINNING	-	-	656,662	
FUND BALANCE - ENDING	\$ 85,000	\$ (316,028)	\$ 1,023,903	\$ 386,083

Solterra Resort CDD
Construction Fund 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS	\$ -
INTEREST-INVESTMENT	2,587
TOTAL REVENUE	2,587
EXPENDITURES	
CONSTRUCTION-IN-PROGRESS	-
TOTAL EXPENDITURES	-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	2,587
OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	-
INTERFUND TRANSFER-IN	-
INTERFUND TRANSFER-OUT	-
TOTAL OTHER FINANCING SOURCES (USES)	-
NET CHANGE IN FUND BALANCE	2,587
FUND BALANCE - BEGINNING	11,372
FUND BALANCE - ENDING	\$ 13,959

Solterra Resort CDD
Construction Fund 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS	\$ -
INTEREST-INVESTMENT	965
TOTAL REVENUE	965
EXPENDITURES	
CONSTRUCTION-IN-PROGRESS	-
	-
TOTAL EXPENDITURES	-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	965
OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	-
INTERFUND TRANSFER-IN	-
INTERFUND TRANSFER-OUT	-
TOTAL OTHER FINANCING SOURCES (USES)	-
NET CHANGE IN FUND BALANCE	965
FUND BALANCE - BEGINNING	4,242
FUND BALANCE - ENDING	\$ 5,207

Solterra Resort CDD
Construction Fund 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS	\$ -
INTEREST-INVESTMENT	23,679
TOTAL REVENUE	23,679
EXPENDITURES	
CONSTRUCTION-IN-PROGRESS	2,559,475
	-
TOTAL EXPENDITURES	2,559,475
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(2,535,796)
OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	-
INTERFUND TRANSFER-IN	138
INTERFUND TRANSFER-OUT	-
TOTAL OTHER FINANCING SOURCES (USES)	138
NET CHANGE IN FUND BALANCE	(2,535,658)
FUND BALANCE - BEGINNING	2,575,776
FUND BALANCE - ENDING	\$ 40,118

Solterra Resort CDD
Construction Fund 2018 Phase 2B
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2019 and Ending April 30, 2020

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS	\$ -
INTEREST-INVESTMENT	18,077
TOTAL REVENUE	18,077
EXPENDITURES	
CONSTRUCTION-IN-PROGRESS	351,210
	-
TOTAL EXPENDITURES	351,210
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(333,133)
OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	-
INTERFUND TRANSFER-IN	718
INTERFUND TRANSFER-OUT	-
TOTAL OTHER FINANCING SOURCES (USES)	718
NET CHANGE IN FUND BALANCE	(332,415)
FUND BALANCE - BEGINNING	2,494,241
FUND BALANCE - ENDING	\$ 2,161,826

Solterra Resort CDD
Cash Reconciliation (GF)
April 30, 2020

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 838,469.72
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$240,778.97)</u>
<i>Adjusted Bank Balance</i>	<u><u>\$ 597,690.75</u></u>

Beginning Bank Balance Per Books	\$ 685,823.22
Add: Cash Receipts	505,081.80
Less: Cash Disbursements	<u>(593,214.27)</u>
<i>Balance Per Books</i>	<u><u>\$ 597,690.75</u></u>

SOLTERRA RESORT CDD

CHECK REGISTER FY 2020

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
EOM Balance 9-30-2019				120.00	164,494.00	158,071.19
10/01/2019	9114	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - October		3,483.33	154,587.86
10/03/2019	9118	DUKE ENERGY	8/26-9/25 - 000 Solterra Blvd Lite PH2B SL		3,206.23	151,381.63
10/03/2019	9123	POLK COUNTY UTILITIES	8/12-9/12 - 4000 Oakmont Blvd Guard		185.60	151,196.03
10/03/2019	9124	POLK COUNTY UTILITIES	8/12-9/12 - 5200 Solterra Blvd Club		2,153.42	149,042.61
10/03/2019	9125	POLK COUNTY UTILITIES	8/12-9/12 - Reuse Oak Green Loop Irr		233.50	148,809.11
10/03/2019	9126	POLK COUNTY UTILITIES	8/12-9/12 - Reuse Oakmont Blvd Irr		296.36	148,512.75
10/03/2019	9127	POLK COUNTY UTILITIES	8/12-9/12 - Reuse Solterra Blvd Irr		62.58	148,450.17
10/07/2019	9115	ACTION SECURITY, INC	Hurricane Service		330.00	148,120.17
10/07/2019	9116	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - Oct		10,508.00	137,612.17
10/07/2019	9117	CRYSTAL SPRINGS	Supplies		486.95	137,125.22
10/07/2019	9119	FLORIDA PUBLIC UTILITIES	8/20-9/20 - Gas		635.26	136,489.96
10/07/2019	9120	HOPPING GREEN & SAMS	Legal Svcs - August		2,007.78	134,482.18
10/07/2019	9121	JR Clean Team LLC	Cleaning - Sept		2,445.00	132,037.18
10/07/2019	9122	MASSEY SERVICES, INC.	Pest Control - Sep		115.00	131,922.18
10/09/2019	3499	Egis Insurance & Risk Advisors	Insurance FY 2020		4,049.25	127,872.93
10/11/2019	9130	Brighthouse	9/30-10/29 - 5200 Solterra Blvd Restaurant		126.27	127,746.66
10/16/2019	9128	ACTION SECURITY, INC	Service Call - 9/12		280.00	127,466.66
10/16/2019	9129	AQUATIC SYSTEMS, INC	Lake & Pond Maint - Oct		1,120.00	126,346.66
10/16/2019	9131	YELLOWSTONE LANDSCAPE	Landscape Maint - Oct		15,448.83	110,897.83
10/23/2019	3500	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2020		175.00	110,722.83
10/24/2019	9132	Brighthouse	10/14-11/13 - CBHS Wifi		256.40	110,466.43
10/24/2019	9133	Brighthouse	10/10-11/9 - 5200 Solterra Blvd Gatehouse		241.44	110,224.99
10/24/2019	9134	Brighthouse	10/3-11/2 - 5200 Solterra Blvd RRBC		147.23	110,077.76
10/28/2019	9135	DPFG MANAGEMENT AND CONSULTING, LLC	ADA Compliance, Construction Acct		3,316.67	106,761.09
10/28/2019	9136	Evergreen Lifestyles Mgmt	September Management		18,897.68	87,863.41
10/28/2019	9137	HOPPING GREEN & SAMS	Legal Svcs - September		1,152.47	86,710.94
10/28/2019	9138	JR Clean Team LLC	Cleaning - Oct		2,889.89	83,821.05
10/28/2019	9139	LERNER REPORTING SERVICES, INC	Dissemination		6,000.00	77,821.05
10/28/2019	9140	MASSEY SERVICES, INC.	Pest Control - Oct		115.00	77,706.05
10/28/2019	9141	YELLOWSTONE LANDSCAPE	Spa Pump Repair		795.00	76,911.05
10/30/2019	9143	DUKE ENERGY	Streetlights		5,743.13	71,167.92
10/30/2019	9144	DUKE ENERGY	10/1-10/16 - 000 Solterra Blvd Lite PH2C 1&2		1,068.77	70,099.15
10/30/2019	9145	DUKE ENERGY	9/3-9/30 - 4000 Oakmont Blvd - Fence		75.79	70,023.36
10/30/2019	9146	DUKE ENERGY	8/21-9/20 - 5300 Solterra Blvd Lift		96.42	69,926.94
10/30/2019	9147	DUKE ENERGY	9/3-9/30 - 5456 Misty Oak Cir Pump		13.11	69,913.83
10/30/2019	9148	DUKE ENERGY	9/3-9/30- 6022 Broad Oak Dr Pump		13.35	69,900.48
10/30/2019	9150	DUKE ENERGY	8/22-9/23 - 5200 Oakmont Blvd		8,052.09	61,848.39
10/30/2019	9151	DUKE ENERGY	8/21-9/20 - 5290 Solterra Blvd Irr		14.25	61,834.14
10/30/2019	9152	DUKE ENERGY	9/11-9/30 - Streetlights PH 2		1,207.36	60,626.78
10/30/2019	9149	DUKE ENERGY	8/23-9/24 - 00000 Oakmont Blvd LitePH2A		1,234.34	59,392.44
EOM Balance 10-31-2019				0.00	98,678.75	59,392.44
11/01/2019	9142	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - November		3,483.33	55,909.11
11/04/2019	9154	DUKE ENERGY	10/1-10/24 - 000 Solterra Blvd Lite PH2B SL		1,068.77	54,840.34
11/04/2019	9155	DUKE ENERGY	10/1-10/22 - 5200 Oakmont Blvd		7,058.57	47,781.77
11/04/2019	9156	FLORIDA PUBLIC UTILITIES	10/1-10/21 - Gas		743.96	47,037.81
11/04/2019	9157	POLK COUNTY UTILITIES	9/12-9/30 - 4000 Oakmont Blvd Guard		71.18	46,966.63
11/04/2019	9158	POLK COUNTY UTILITIES	9/12-9/30 - 5200 Solterra Blvd Club		2,911.44	44,055.19
11/04/2019	9159	POLK COUNTY UTILITIES	9/12-9/30 - Reuse Oak Green Loop Irr		198.52	43,856.67
11/04/2019	9160	POLK COUNTY UTILITIES	9/12-9/30 - Reuse Oakmont Blvd Irr		917.70	42,938.97
11/04/2019	9161	POLK COUNTY UTILITIES	9/12-9/30 - Reuse Solterra Blvd Irr		103.32	42,835.65
11/06/2019	9153	CRYSTAL SPRINGS	Supplies		235.10	42,600.55
11/06/2019	9162	YELLOWSTONE LANDSCAPE	5 tons of river rock		2,061.00	40,539.55
11/11/2019	3501	Logan Muether	Staples Reimbursement for Security Passes		236.00	40,303.55
11/11/2019	3502	Rodney Cotten	Reimbursement for Chairs & refridgerator		1,955.59	38,347.96
11/11/2019	ACH11119	IPFS	Ins FY 2020 Installment 1		2,177.95	36,170.01
11/12/2019	3503	Pro-Tech Air Conditioning & Plumbing Svc.	Emergency AC repair - HVAC Leak		636.06	35,533.95
11/13/2019	9163	AQUATIC SYSTEMS, INC	Lake & Pond Maint - Nov		1,120.00	34,413.95
11/13/2019	9164	Brighthouse	10/30-11/29 - 5200 Solterra Blvd Restaurant		124.44	34,289.51
11/13/2019	9165	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - Nov		10,316.00	23,973.51
11/13/2019	9166	YELLOWSTONE LANDSCAPE	Landscape Maint - Nov		17,973.83	5,999.68
11/14/2019	3504	US BANK	Trustee Fees - Series 2014		4,148.38	1,851.30
11/14/2019		Polk County Tax Collector	Deposit	2,605.09		4,456.39
11/18/2019		Polk County Tax Collector	Deposit	5,297.73		9,754.12
11/19/2019	9167	Brighthouse	11/3-12/02 - 5200 Solterra Blvd RRBC		144.11	9,610.01
11/22/2019		Polk County Tax Collector	Deposit	29,427.43		39,037.44
11/25/2019	9169	Brighthouse	11/10-12/9 - 5200 Solterra Blvd Gatehouse		241.44	38,796.00
11/25/2019	9170	DUKE ENERGY	10/16-11/14 - 000 Solterra Blvd Lite PH2C 1&2 SL		1,068.77	37,727.23
11/25/2019	3510	US BANK	Trustee Fees - Series 2018		4,040.63	33,686.60
11/27/2019	9168	ACTION SECURITY, INC	Service Call - 10/22		1,930.00	31,756.60
11/27/2019	9171	MASSEY SERVICES, INC.	Pest Control		115.00	31,641.60
11/29/2019		Polk County Tax Collector	Deposit	110,540.23		142,181.83
11/29/2019		Polk County Tax Collector	Deposit	15,000.00		157,181.83
EOM Balance 11-30-2019				162,870.48	65,081.09	157,181.83
12/02/2019	9172	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - December		3,433.33	153,748.50
12/03/2019	3505	Logan Muether	Staples Reimbursement for Security Passes		486.00	153,262.50
12/04/2019		Polk County Tax Collector	Deposit	3,477.61		156,740.11
12/06/2019	ACH120619	IPFS	Ins FY 2020 Installment 2		2,177.95	154,562.16
12/06/2019	3506	POLK COUNTY UTILITIES	0 Oaktree Drive - Meter Set up		780.00	153,782.16
12/06/2019		Polk County Tax Collector	Deposit	210,760.51		364,542.67
12/10/2019	3507	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		35,740.02	328,802.65
12/10/2019	3508	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		19,871.20	308,931.45
12/10/2019	3509	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		6,543.70	302,387.75
12/11/2019	9180	FLORIDA PUBLIC UTILITIES	10/21-11/20 - Gas		444.48	301,943.27
12/11/2019	3511	Logan Muether	Staples Reimbursement for Security Passes		486.00	301,457.27

SOLTERRA RESORT CDD

CHECK REGISTER FY 2020

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
12/12/2019	9173	Brighthouse	11/14-12/13 - CBHS Wifi		261.40	301,195.87
12/12/2019	9174	Brighthouse	11/30-12/29 - 5200 Solterra Blvd Restaurant		124.44	301,071.43
12/12/2019	9177	DUKE ENERGY	10/24-11/22 - 000 Solterra Blvd Lite PH2B SL		1,068.77	300,002.66
12/12/2019	9178	DUKE ENERGY	10/22-11/20 - 5200 Oakmont Blvd		7,764.44	292,238.22
12/12/2019	9183	POLK COUNTY UTILITIES	10/14-11/13 - 4000 Oakmont Blvd Guard		81.12	292,157.10
12/12/2019	9184	POLK COUNTY UTILITIES	10/14-11/13 - 5200 Solterra Blvd Club		2,740.87	289,416.23
12/12/2019	9185	POLK COUNTY UTILITIES	10/14-11/13 - Reuse Oak Green Loop Irr		226.67	289,189.56
12/12/2019	9186	POLK COUNTY UTILITIES	10/14-11/13 - Reuse Oakmont Blvd Irr		794.85	288,394.71
12/12/2019	9187	POLK COUNTY UTILITIES	10/14-11/13 - Reuse Solterra Blvd Irr		9.02	288,385.69
12/13/2019	9175	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - Dec		10,656.00	277,729.69
12/13/2019	9176	CRYSTAL SPRINGS	Supplies		773.41	276,956.28
12/13/2019	9179	Evergreen Lifestyles Mgmt	October Mgmt		17,073.03	259,883.25
12/13/2019	9181	HOPPING GREEN & SAMS	Legal Svcs - October		777.35	259,105.90
12/13/2019	9182	JR Clean Team LLC	Cleaning - Nov		2,445.00	256,660.90
12/13/2019	9188	STANTEC CONSULTING SERVICES, INC	Engineering Svcs thru 11/15/19		437.00	256,223.90
12/13/2019	9189	YELLOWSTONE LANDSCAPE	Pool Maint - Dec		5,060.83	251,163.07
12/16/2019	3512	YELLOWSTONE LANDSCAPE	Repair Re-Circulation Pump		3,436.00	247,727.07
12/16/2019		AK Oakmont LLC	Deposit	32,030.28		279,757.35
12/17/2019		Polk County Tax Collector	Deposit	1,135,885.63		1,415,642.98
12/31/2019	ACH12312019	IPFS	Ins FY 2020 Installment 3		2,177.95	1,413,465.03
EOM Balance 12-31-2019				1,382,154.03	125,870.83	1,413,465.03
01/02/2020	9190	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - January		3,483.33	1,409,981.70
01/02/2020	3514	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		316,772.47	1,093,209.23
01/02/2020	3515	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		177,260.18	915,949.05
01/02/2020	3516	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		59,593.00	856,356.05
01/03/2020	9191	Brighthouse	12/14-1/13 - CBHS Wifi		261.40	856,094.65
01/03/2020	9192	Brighthouse	12/10-1/09 - 5200 Solterra Blvd Gatehouse		241.44	855,853.21
01/03/2020	9193	Brighthouse	12/03-01/02 - 5200 Solterra Blvd RRBC		144.11	855,709.10
01/03/2020	9194	DUKE ENERGY	11/14-12/16 - 000 Solterra Blvd Lite PH2C 1&2 SL		1,068.77	854,640.33
01/03/2020	9195	DUKE ENERGY	Electricity		254.17	854,386.16
01/03/2020	9196	DUKE ENERGY	Electricity		102.47	854,283.69
01/03/2020	9197	DUKE ENERGY	Electricity		26.60	854,257.09
01/03/2020	9198	DUKE ENERGY	Electricity		31.50	854,225.59
01/03/2020	9199	DUKE ENERGY	Electricity		11,486.26	842,739.33
01/03/2020	9200	DUKE ENERGY	11/20-12/20 - 5200 Oakmont Blvd		8,064.33	834,675.00
01/03/2020	9201	DUKE ENERGY	11/22-12/26 - 000 Solterra Blvd Lite PH2B SL		1,068.77	833,606.23
01/03/2020	9202	FLORIDA PUBLIC UTILITIES	11/20-12/20 - Gas		3,650.80	829,955.43
01/03/2020	9203	POLK COUNTY UTILITIES	11/13-12/12 - 4000 Oakmont Blvd Guard		77.42	829,878.01
01/03/2020	9204	POLK COUNTY UTILITIES	11/13-12/12 - 5200 Solterra Blvd Club		4,171.11	825,706.90
01/03/2020	9205	POLK COUNTY UTILITIES	11/13-12/12 - Reuse Solterra Blvd Irr		106.60	825,600.30
01/03/2020	9206	POLK COUNTY UTILITIES	11/13-12/12 - Reuse Oak Green Loop Irr		183.11	825,417.19
01/03/2020	9207	POLK COUNTY UTILITIES	11/13-12/12 - Reuse Oakmont Blvd Irr		405.14	825,012.05
01/06/2020	3518	Heidt	Consideration for Engineers Certificate		100.00	824,912.05
01/07/2020	3519	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - December		50.00	824,862.05
01/08/2020	9208	Brighthouse	12/30-1/29 - 5200 Solterra Blvd Restaurant		124.44	824,737.61
01/09/2020	3520	Rodney Cotten	Batteries, misc items, decorations		279.72	824,457.89
01/10/2020	9209	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - Jan		10,656.00	813,801.89
01/10/2020	9210	CRYSTAL SPRINGS	Supplies		578.69	813,223.20
01/10/2020	9211	Evergreen Lifestyles Mgmt	November Management		20,154.58	793,068.62
01/10/2020	9212	HOPPING GREEN & SAMS	Legal Svcs - November		2,623.00	790,445.62
01/10/2020	9213	Innersync	ADA Website Hosting		1,515.00	788,930.62
01/10/2020	9214	JR Clean Team LLC	Cleaning Service		3,294.85	785,635.77
01/10/2020	9215	MASSEY SERVICES, INC.	Pest Control		115.00	785,520.77
01/10/2020	9216	YELLOWSTONE LANDSCAPE	Landscape Maint		14,531.00	770,989.77
01/15/2020		Polk County Tax Collector	Deposit	192,753.01		963,742.78
01/23/2020	3521	Rodney Cotten	Reimbursement for Closet Keys, New Printer		104.85	963,637.93
01/23/2020	3522	ACTION SECURITY, INC	Service Call - 12/12		675.00	962,962.93
01/23/2020	3523	Brighthouse	01/10/20-02/09/20 - 5200 Solterra Blvd Gatehouse		117.00	962,845.93
01/23/2020	3524	CRYSTAL SPRINGS	Supplies		1,548.80	961,297.13
01/23/2020	3525	IPFS	Ins FY 2020 Installment 4		2,177.95	959,119.18
01/23/2020	3526	STANTEC CONSULTING SERVICES, INC	Engineering Svcs thru 12/27/19		947.50	958,171.68
01/23/2020	3527	YELLOWSTONE LANDSCAPE	Landscape Maint - Jan		11,488.00	946,683.68
01/27/2020	3528	Brighthouse	01/03/20-02/02/20 - 5200 Solterra Blvd RRBC		143.69	946,539.99
01/27/2020	3529	DUKE ENERGY	12/21/19-01/02/20 - 6022 Broad Oak Dr Pump		48.78	946,491.21
01/27/2020	3530	JOE G TEDDER, TAX COLLECTOR	2019 Assessment - Postage		340.79	946,150.42
01/27/2020	3531	YELLOWSTONE LANDSCAPE	Pool Maint - 01/2020		3,960.83	942,189.59
01/30/2020	3532	SITE MASTERS OF FLORIDA, LLC	Asphalt Patch 5298 Wildwood Way		500.00	941,689.59
01/31/2020		Bank Interest	Deposit	974.71		942,664.30
EOM Balance 1-31-2020				193,727.72	664,528.45	942,664.30
02/03/2020		AK Oakmont LLC	Lot Closing	10,078.38		952,742.68
02/06/2020	3533	ACTION SECURITY, INC	Service call		630.00	952,112.68
02/06/2020	3537	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - Feb		9,824.00	942,288.68
02/06/2020	3534	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - February		3,483.33	938,805.35
02/06/2020	3538	ENVERA	Access Cards		686.10	938,119.25
02/06/2020	3535	HOPPING GREEN & SAMS	Legal Svcs - December		2,152.31	935,966.94
02/06/2020	3539	JR Clean Team LLC	Cleaning - Jan		2,445.00	933,521.94
02/06/2020	3536	KMVC Services	Holiday Decorations		450.00	933,071.94
02/06/2020	3540	YELLOWSTONE LANDSCAPE	Sod installation, irrigation repairs, and landscape enhancements		10,378.00	922,693.94
02/06/2020	3541	Logan Muether	Blue Passes		263.00	922,430.94
02/07/2020	3542	SITE MASTERS OF FLORIDA, LLC	Double Pay		2,800.00	919,630.94
02/11/2020	3544	4th Element Fire & Safety, Inc.	Fire Extinguisher Inspections (Annual)		198.97	919,431.97
02/11/2020	3545	BUSINESS OBSERVER	Legal Ad		155.31	919,276.66
02/11/2020	3546	COLLIS ROOFING, INC	Tile roof repairs		2,460.00	916,816.66
02/11/2020	3547	DUKE ENERGY	Electricity		6,812.34	910,004.32
02/11/2020	3548	FIREMAN TOM'S PRESSURE WASHING CO.	Pressure wash 3 entry walls & 1 guard shack		450.00	909,554.32

SOLTERRA RESORT CDD

CHECK REGISTER FY 2020

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
02/11/2020	3549	Fit Rev	Treadmill		633.05	908,921.27
02/11/2020	3550	Humane Animal Removal Team, INC.	Animal trapping		1,000.00	907,921.27
02/11/2020	3551	POLK COUNTY UTILITIES	Utilities		3,465.74	904,455.53
02/11/2020	3552	Rodney Cotten	Printer Ink		69.93	904,385.60
02/11/2020	3553	Solitude Lake Management	Lake & Pond Maint.		3,360.00	901,025.60
02/11/2020	3554	SPIES POOL, LLC	Heater Installation		3,525.66	897,499.94
02/11/2020	3555	Standard Coffee Service, Co	Coffee Supply		457.58	897,042.36
02/14/2020		Polk County Tax Collector	Deposit	61,042.28		958,084.64
02/18/2020	3556	SITE MASTERS OF FLORIDA, LLC	Re construct inlet tops		2,800.00	955,284.64
02/19/2020	ACH 2/19/20	Brighthouse	1/14/20 - 2/13/20 - CBHS Wifi		261.40	955,023.24
02/19/2020	3557	Brighthouse	2/14/20 - 3/13/20 - CBHS Wifi		276.40	954,746.84
02/19/2020	3558	CRYSTAL SPRINGS	Supplies		1,045.23	953,701.61
02/19/2020	3559	DUKE ENERGY	12/20/19-01/22/2020 - 5200 Oakmont Blvd		8,536.50	945,165.11
02/19/2020	3560	Evergreen Lifestyles Mgmt	November Management		19,113.82	926,051.29
02/19/2020	3561	YELLOWSTONE LANDSCAPE	Landscape Maint - Feb		11,488.00	914,563.29
02/21/2020	3562	YELLOWSTONE LANDSCAPE	Oak Tree Park Plant installation		10,378.00	904,185.29
02/25/2020	3565	4th Element Fire & Safety, Inc.	Fire Extinguisher Inspections (Annual)		64.69	904,120.60
02/25/2020	3566	BUSINESS OBSERVER	Legal Ad		196.87	903,923.73
02/25/2020	3567	DUKE ENERGY	Electricity		3,625.37	900,298.36
02/25/2020	3568	JR Clean Team LLC	Cleaning Service		3,355.87	896,942.49
02/25/2020	3569	YELLOWSTONE LANDSCAPE	Plant installation, and landscape enhancements		6,886.25	890,056.24
02/27/2020	3563	IPFS	Ins Installment		1,090.12	888,966.12
EOM Balance 2-29-2020				71,120.66	124,818.84	893,238.62
03/04/2020	3564	Logan Muether	Blue Passes		278.00	892,960.62
03/05/2020	3570	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - March		3,483.33	889,477.29
03/05/2020	ACH3520	Eric Dejesus	Misc service		100.00	889,377.29
03/06/2020	ACH030620	Brighthouse	02/03-03/03- 5200 Solterra Blvd RRBC		292.38	889,084.91
03/06/2020	ACH030620.2	Brighthouse	01/30-02/29- 5200 Solterra Blvd Restaurant		243.44	888,841.47
03/06/2020	ACH030620.1	DUKE ENERGY	01/07-02/05 - Streetlights		5,706.03	883,135.44
03/06/2020	ACH0306.13	DUKE ENERGY	09/20-01/21 - 5290 Solterra Blvd Irr		71.76	883,063.68
03/06/2020	ACH0306.14	DUKE ENERGY	12/2-01/31 - 4000 Oakmont Blvd Gatehouse		162.27	882,901.41
03/06/2020	ACH0306.15	DUKE ENERGY	10/21-01/21 - 5300 Solterra Blvd Lift		249.58	882,651.83
03/06/2020	ACH0306.16	DUKE ENERGY	12/02-02/28 - 5456 Misty Oak Cir Pump		51.81	882,600.02
03/06/2020	ACH0306.17	DUKE ENERGY	01/03-02/28- 4000 Oakmont Blvd - Fence		123.29	882,476.73
03/06/2020	ACH0603.18	DUKE ENERGY	10/24-01/23 - 00000 Oakmont Blvd LitePH2A		1,855.52	880,621.21
03/06/2020	3572	DUKE ENERGY	Electricity		9,098.39	871,522.82
03/11/2020	3575	Evergreen Lifestyles Mgmt	December Management		22,812.72	848,710.10
03/11/2020	3576	FLORIDA PUBLIC UTILITIES	Utilities		9,444.08	839,266.02
03/11/2020	3577	HOPPING GREEN & SAMS	Legal Svcs - January		6,370.62	832,895.40
03/11/2020	3578	Innersync	PDF Overages - 1/8/20		1,469.02	831,426.38
03/11/2020	3579	POLK COUNTY UTILITIES	Utilities		3,981.38	827,445.00
03/11/2020	3580	Rodney Cotten	Reimbursement for sign print and cutting		99.93	827,345.07
03/11/2020	3581	STANTEC CONSULTING SERVICES, INC	Engineering Svcs thru 1/24/20		1,281.00	826,064.07
03/11/2020	3583	YELLOWSTONE LANDSCAPE	Landscape Maint		4,714.33	821,349.74
03/12/2020	3584	Brighthouse	02/10-03/09 - 5200 Solterra Blvd Gatehouse		243.44	821,106.30
03/12/2020	3585	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - March		10,504.00	810,602.30
03/12/2020	3586	DUKE ENERGY	Electricity		2,124.59	808,477.71
03/12/2020	3587	POLK COUNTY WATER RESOURCE ENFORCEMEN	Water Violation (12/12/19)		569.60	807,908.11
03/12/2020	3588	POLK COUNTY WATER RESOURCE ENFORCEMEN	Water Violation (01/10/2020)		569.60	807,338.51
03/13/2020	3589	IPFS	Ins FY 2020 Installment 5		2,286.85	805,051.66
03/13/2020	3590	Solitude Lake Management	Lake and Pond Maintenance - March		1,120.00	803,931.66
03/13/2020		Polk County Tax Collector	Deposit	37,918.22		841,849.88
03/17/2020	3591	Brighthouse	3/14 -4/13 - CBHS Wifi		276.40	841,573.48
03/17/2020	ACH31720	Eric Dejesus	Misc service		300.00	841,273.48
03/18/2020	3592	Brighthouse	03/10-04/09 - 5200 Solterra Blvd Gatehouse		243.44	841,030.04
03/18/2020	3593	Brighthouse	03/01/20-03/29/20- Solterra Blvd Restaurant		135.75	840,894.29
03/18/2020	3594	DUKE ENERGY	02/05/20-03/06/20 - Streetlights		5,725.75	835,168.54
03/18/2020	3595	MASSEY SERVICES, INC.	Pest control		230.00	834,938.54
03/18/2020	3596	STANTEC CONSULTING SERVICES, INC	Engineering Svcs thru 02/21/20		1,125.15	833,813.39
03/19/2020	3597	IPFS	Ins FY 2020 Installment 6		2,177.95	831,635.44
03/19/2020	3598	YELLOWSTONE LANDSCAPE	Landscape Maint - 03/2020		11,488.00	820,147.44
03/19/2020	3599	Greenway Property Services, Inc.	Plumber for toilets		225.00	819,922.44
03/20/2020	3600	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		59,929.72	759,992.72
03/20/2020	3601	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		33,535.58	726,457.14
03/20/2020	3602	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution c/o US Bank		11,274.31	715,182.83
03/20/2020	3603	BUSINESS OBSERVER	Legal Ad		98.44	715,084.39
03/24/2020	3604	DUKE ENERGY	02/12/20-03/16/20 - 000 Solterra Blvd Lite		1,250.58	713,833.81
03/24/2020	3605	HOPPING GREEN & SAMS	Legal Svcs - 02/2020		2,693.65	711,140.16
03/24/2020	3606	IPFS	Ins FY 2020 Installment 7		2,177.95	708,962.21
03/27/2020	ACH032720	Brighthouse	03/01/20-03/29/20- Solterra Blvd Restaurant		230.17	708,732.04
03/27/2020	3607	CRYSTAL SPRINGS	Supplies		988.62	707,743.42
03/27/2020	3609	DUKE ENERGY	2/14 - 3/17 - 000 Solterra Blvd Lite PH2C 1&2		1,598.03	706,145.39
03/27/2020	ACH32720	Eric Dejesus	Misc service		1,748.15	704,397.24
03/31/2020	3610	DUKE ENERGY	Electricity		9,632.32	694,764.92
03/31/2020	3611	FLORIDA PUBLIC UTILITIES	02/20/20-03/19/20 - Gas		4,060.74	690,704.18
03/31/2020	3612	Logan Muether	Visitor and Guess Passes		413.02	690,291.16
03/31/2020	3614	POLK COUNTY UTILITIES	Utilities		4,467.94	685,823.22
EOM Balance 3-31-2020				37,918.22	245,333.62	685,823.22
04/01/2020	3608	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - April 2020		3,483.33	682,339.89
04/02/2020	3615	COMMUNITY WATCH SOLUTIONS, LLC	Security Guard - April 2020		10,168.00	672,171.89
04/02/2020	3616	Egis Insurance & Risk Advisors	Great Am. Ins. Utility Surty Bond		492.20	671,679.69
04/02/2020	3617	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution		4,148.38	667,531.31
04/02/2020	3618	YELLOWSTONE LANDSCAPE	Pool Maint - April 2020		3,960.83	663,570.48
04/08/2020	3619	Brighthouse	03/30/20-04/29/20- Solterra Blvd Restaurant		392.25	663,178.23
04/08/2020	3620	DUKE ENERGY	Electricity		1,453.03	661,725.20

SOLTERRA RESORT CDD

CHECK REGISTER FY 2020

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
04/08/2020	3621	ENVERA	Camera Installation		4,363.63	657,361.57
04/08/2020	3622	Evergreen Lifestyles Mgmt	February 2020 Management		16,944.03	640,417.54
04/08/2020	3623	JR Clean Team LLC	Cleaning - March 2020		2,445.00	637,972.54
04/08/2020	3624	MASSEY SERVICES, INC.	Pest control		115.00	637,857.54
04/08/2020	3625	STANTEC CONSULTING SERVICES, INC	Engineering Svcs thru 03/20/20		254.00	637,603.54
04/09/2020	3626	DILLON COUCH	03/28/20 - Patrol		120.00	637,483.54
04/09/2020	3627	Michael Lee	04/04/20 - Patrol		120.00	637,363.54
04/09/2020	3628	POLK COUNTY SHERIFF'S OFFICE	Admin/Vehicle Fee Patrol 03/28 and 04/04		32.00	637,331.54
04/15/2020	3633	FIREMAN TOM'S PRESSURE WASHING CO.	Pressure wash		1,770.00	635,561.54
04/15/2020		Polk County Tax Collector	Deposit	39,883.19		675,444.73
04/16/2020	3634	Brighthouse	04/03-05/02- 5200 Solterra Blvd RRBC		148.52	675,296.21
04/16/2020	3635	CRYSTAL SPRINGS	Supplies 3/16/20		240.62	675,055.59
04/16/2020	3636	DUKE ENERGY	Electricity		9,339.76	665,715.83
04/16/2020	3637	IPFS	Ins FY 2020 Installment 8		2,177.95	663,537.88
04/16/2020	3638	YELLOWSTONE LANDSCAPE	Landscape Maint.		11,753.00	651,784.88
04/23/2020	3639	Brighthouse	04/14/20-05/13/20 - CBHS Wifi		276.40	651,508.48
04/23/2020	3640	Evergreen Lifestyles Mgmt	March 2020 Management		14,976.60	636,531.88
04/23/2020	3642	JR Clean Team LLC	Cleaning service		3,291.82	633,240.06
04/23/2020	3643	SITE MASTERS OF FLORIDA, LLC	Sidewalk and Inlet Top Repairs		2,800.00	630,440.06
04/23/2020	3644	Solitude Lake Management	Lake and Pond Maintenance - April 2020		1,153.60	629,286.46
04/23/2020	3645	HOPPING GREEN & SAMS	Legal Svcs thru 03/31/20		3,341.00	625,945.46
04/24/2020	3646	Brighthouse	04/14/20-05/13/20 - CBHS Wifi		276.40	625,669.06
04/24/2020	3647	DUKE ENERGY	Electricity		2,735.44	622,933.62
04/24/2020	3648	YELLOWSTONE LANDSCAPE	Debris Removal		450.00	622,483.62
04/27/2020	3652	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution thru 04.27.20		8,919.53	613,564.09
04/27/2020	3653	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution thru 04.27.21		4,991.21	608,572.88
04/27/2020	3654	SOLTERRA RESORT CDD c/o US BANK	Tax Collection Distribution thru 04.27.22		1,677.99	606,894.89
04/28/2020	3655	DUKE ENERGY	Electricity		8,254.52	598,640.37
04/28/2020	3656	FLORIDA PUBLIC UTILITIES	03/19-04/20- Gas		620.45	598,019.92
04/28/2020	3657	YELLOWSTONE LANDSCAPE	Common Policing		450.00	597,569.92
04/29/2020		SOLTERRA RESORT CDD c/o US BANK	Deposit	264,497.78		862,067.70
04/29/2020	WIRE42920	US BANK	Due to DS 2018		298,100.67	563,967.03
04/30/2020		SOLTERRA RESORT CDD c/o US BANK	Deposit	200,580.00		764,547.03
04/30/2020	3659	US BANK	Pymt due to Series 2018		166,977.11	597,569.92
04/30/2020		Polk County Tax Collector	Deposit	120.83		597,690.75
EOM Balance 4-30-2020				505,081.80	593,214.27	597,690.75

EXHIBIT 5

**RULES OF PROCEDURE
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MAY 28, 2020

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Rule 1.0 General.

- (1) The Solterra Resort Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 20__, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 6

RESOLUTION 2020-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT ADOPTING RULES OF
PROCEDURE; PROVIDING A SEVERABILITY CLAUSE;
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 to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of MAY, 2020.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MAY 28, 2020

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Rule 1.0 General.

- (1) The Solterra Resort Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 20__, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 7

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
1	REVENUE							
2	SPECIAL ASSESSMENTS ON-ROLL (Net)	\$ 598,345	\$ 652,410	\$ 1,317,470	\$ 1,614,265	\$ 1,052,459	\$ 1,614,265	\$ -
3	SPECIAL ASSMTS -OFF ROLL	-	77,564	-	-	-	-	-
4	SPECIAL ASSMTS -OFF ROLL- AK OAKMONT (Net)	353,121	293,061	-	-	10,078	-	-
5	SPECIAL ASSMTS -OFF ROLL - PARK SQUARE (Net)	-	7,756	-	-	-	-	-
6	SPECIAL ASSMTS -OFF ROLL - DR HORTON (Net)	-	-	-	-	-	-	-
7	MISCELLANEOUS REVENUE	714	6,292	64,433	-	-	-	-
8	INTEREST	32	-	-	-	-	-	-
9	FUND BALANCE FORWARD	-	-	-	-	-	-	-
10	OTHER MISCELLANEOUS REVENUES	-	-	-	-	-	-	-
11	TOTAL REVENUE	952,212	1,037,083	1,381,903	1,614,265	1,062,537	1,614,265	-
12								
13	EXPENDITURES							
14	GENERAL ADMINISTRATIVE:							
15	SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	-	-	-	-	-	-	-
16	DISTRICT MANAGEMENT	37,000	31,600	36,800	32,000	18,400	42,000	10,000
17	MASS MAILING & PRINTING	886	1,293	299	1,500	341	1,500	-
18	LEGAL ADVERTISING	814	1,352	3,724	1,500	382	1,500	-
19	BANK FEES	86	232	357	250	-	250	-
20	REGULATORY & PERMIT FEES	175	175	175	175	235	175	-
21	FIELD ADMINISTRATION SERVICES	-	-	-	-	-	-	-
22	PROPERTY TAXES	-	-	1,094	-	-	-	-
23	AUDITING SERVICES	2,400	2,500	2,600	2,600	-	2,500	(100)
24	DISTRICT ENGINEER	4,855	4,819	6,430	10,000	3,891	10,000	-
25	CONSTRUCTION ACCOUNTING SERVICES	-	-	4,000	2,000	2,000	2,000	-
26	LEGAL SERVICES - GENERAL COUNSEL	33,137	19,269	17,140	22,000	14,617	22,000	-
27	COUNTY ASSESSMENT COLLECTION CHARGES	10,545	12,368	18,079	22,000	22,159	25,000	3,000
28	WEBSITE SETUP & ADMINISTRATION	997	980	2,601	2,265	3,484	2,265	-
29	TOTAL GENERAL ADMINISTRATIVE	90,895	74,588	93,299	96,290	65,509	109,190	12,900
30								
31	INSURANCE:							
32	INSURANCE (General Liability & Public Officials, & Property)	26,639	27,922	27,139	26,934	20,986	29,695	2,761
33	TOTAL INSURANCE	26,639	27,922	27,139	26,934	20,986	29,695	2,761
34								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
35	DEBT SERVICE ADMINISTRATION:							
36	ARBITRAGE REPORTING	-	-	-	750	-	750	-
37	BOND AMORTIZATION SCHEDULE FEE	-	-	-	500	-	500	-
38	DISSEMINATING AGENT	6,000	6,000	6,000	6,000	6,000	3,000	(3,000)
39	TRUSTEE FEES	6,600	8,485	8,297	8,296	12,338	8,190	(106)
40	TOTAL DEBT SERVICE ADMINISTRATION	12,600	14,485	14,297	15,546	18,338	12,440	(3,106)
41								
42	SHORT-TERM FINANCING							
43	DEFICIT FUNDING	-	-	60,559	95,000	-	-	(95,000)
44								
45	UTILITIES:							
46	UTILITIES - ELECTRICITY - GUARDHOUSE & PUMP STATIONS	2,719	2,254	2,295	2,500	1,116	2,500	-
47	UTILITIES - GAS	30,922	68,727	68,206	75,000	18,104	69,000	(6,000)
48	UTILITIES - STREET LIGHTS	68,492	69,120	63,178	70,000	31,163	70,000	-
49	UTILITIES - STREET LIGHTS - PHASE 2A & 2B	27,104	27,478	22,900	28,000	7,639	28,000	-
50	UTILITIES - STREETLIGHTS - NEW PHASE	-	-	11,921	8,100	15,876	7,100	(1,000)
51	UTILITIES - WATER - GUARDHOUSE	874	1,506	1,381	1,600	423	1,600	-
52	RECLAIMED WATER	31,098	52,636	36,828	52,000	11,885	50,000	(2,000)
53	ELECTRICITY - AMENITY CENTER	37,845	70,229	79,764	80,000	46,041	80,000	-
54	POTABLE WATER - AMENITY CENTER	33,241	46,560	28,285	48,000	11,020	48,000	-
55	TOTAL UTILITIES	232,296	338,510	314,758	365,200	143,268	356,200	(9,000)
56								
57	SECURITY:							
58	SECURITY SYSTEM - MAIN ENTRANCE	9,936	6,624	11,340	9,936	686	10,056	120
59	SECURITY MONITORING - POOL & AMENITY CENTER & LAZY	10,887	11,631	11,034	14,712	4,364	14,712	-
60	SECURITY - PER RESIDENCE CHARGE	42,936	17,809	-	-	-	-	-
61	SECURITY - PENALTY FALSE ALARM & PASS PRINTING	774	-	3,172	5,000	-	5,000	-
62	SECURITY AT GUARDHOUSE	14,558	96,362	124,651	135,000	62,464	135,000	-
63	SECURITY - GUARDHOUSE - PHONE & INTERNET	418	2,344	5,132	5,220	3,309	5,220	-
64	SECURITY GUARDHOUSE- MANAGEMENT	-	-	4,800	4,800	2,162	4,800	-
65	GATE MAINTENANCE & REPAIR	544	7,728	12,142	10,000	3,565	10,000	-
66	TOTAL SECURITY	80,053	142,498	172,271	184,668	76,550	184,788	120
67								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
68	CLUBHOUSE/AMENITY ADMINISTRATION:							
69	AMENITY MANAGEMENT	57,084	56,976	102,529	76,200	38,100	76,200	-
70	LIFESTYLE MANAGEMENT	-	12,829	-	22,151	11,125	22,151	-
71	CLUBHOUSE FACILITY MAINTENANCE (Cleaning)	21,820	21,548	28,844	30,000	14,670	30,000	-
72	CLUBHOUSE MAINTENANCE & REPAIRS	9,295	15,761	8,483	8,000	5,380	6,000	(2,000)
73	CLUBHOUSE & LIFESTYLE SUPPLIES	9,334	4,625	2,853	5,000	2,965	5,000	-
74	CLUBHOUSE PHONE & INTERNET	2,316	1,920	2,583	3,300	1,706	3,300	-
75	CLUBHOUSE STAFF AFTER HOURS EMERGENCY RESPONSE	-	125	-	500	-	500	-
76	PEST CONTROL & TERMITE BOND	1,275	1,265	1,265	1,380	690	1,380	-
77	POOL MONITORS	64,151	61,732	105,267	139,388	54,732	139,388	-
78	COFFEE, WATER, AND VENDING SERVICES	7,380	10,134	9,564	9,000	5,478	7,000	(2,000)
79	BACKGROUND CHECKS & DRUG TESTING	1,013	816	-	750	-	750	-
80	CAFÉ POS SYSTEM	-	721	-	1,500	-	-	(1,500)
81	SOCIAL ACTIVITIES & MOVIE LICENSE	-	-	-	10,000	-	10,000	-
82	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	173,668	188,452	261,388	307,169	134,847	301,669	(5,500)
83								
84	LANDSCAPE/PROPERTY MAINTENANCE:							
85	POND & WETLAND MAINTENANCE	14,612	10,140	13,355	18,440	6,720	21,558	3,118
86	LANDSCAPE MAINTENANCE - CONTRACT	114,972	116,399	129,246	127,256	66,528	145,256	18,000
87	LANDSCAPE MAINTENANCE - SPRINGS EXTERIOR LANDSCAPE	-	-	8,990	35,556	1,500	35,556	-
88	LANDSCAPE REPLINISHMENT	13,868	10,062	-	50,000	22,884	106,667	56,667
89	IRRIGATION REPAIRS & MAINTENANCE	9,811	21,375	4,165	12,000	6,702	8,500	(3,500)
90	ASPHALT PAVEMENT REPAIR & MONITORING	-	3,200	3,700	25,000	500	25,000	-
91	LANDSCAPE/PROPERTY CONTINGENCY	-	-	12,429	75,000	6,600	97,000	22,000
92	COMPREHENSIVE FIELD SERVICES	2,625	5,000	5,000	10,000	3,316	10,000	-
93	TOTAL LANDSCAPE/PROPERTY MAINTENANCE	155,888	166,176	176,885	353,252	114,750	449,537	96,285
94								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
95	FACILITY MAINTENANCE:							
96	POOL SERVICE - CONTRACT	23,400	23,765	23,765	24,000	11,882	27,270	3,270
97	POOL SERVICE - CONTRACT - LAZY RIVER	3,900	23,765	23,765	24,000	11,882	27,270	3,270
98	POOL & LAZY RIVER MAINTENANCE & REPAIR	11,169	10,703	9,768	9,856	11,240	9,856	-
99	POOL PERMIT	840	700	980	850	-	850	-
100	SLIDE MAINTENANCE & REPAIRS	-	-	-	2,500	-	2,500	-
101	SIGNAGE	4,352	6,328	-	500	-	500	-
102	ATHLETIC FACILITIES MAINT. & FITNESS EQUIP. REPAIR		4,467	2,518	1,500	730	1,500	-
103	REFUSE DUMPSTER SERVICE		-	-	3,000	-	3,000	-
104	MISCELLANEOUS-INCLUDES PRESSURE WASHING	5,198	5,947	2,220	6,000	450	3,000	(3,000)
105	CONTINGENCY	-	-	3,641	15,000	2,735	12,000	(3,000)
106	TOTAL FACILITY MAINTENANCE	48,859	75,675	66,657	87,206	38,919	87,746	540
107								
108	CAPITAL IMPROVEMENT							
109	CAPITAL IMPROVEMENT	56,683	100,798	15,495	83,000	36,115	83,000	-
110	TOTAL CAPITAL IMPROVEMENTS	56,683	100,798	15,495	83,000	36,115	83,000	-
111								
112	EXPENDITURES	\$877,581	\$1,129,109	\$1,202,748	\$1,614,265	\$649,281	\$1,614,265	\$0
113								
114	EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	74,630	(92,020)	179,155	-	413,256	-	-
115								
116	OTHER FINANCING SOURCES (USES)							
117	TRANSFER-IN				-	-	-	-
118	TRANSFER-OUT				-	-	-	-
119	TOTAL OTHER FINANCIAL SOURCES (USES)	-	-	-	-	-	-	-
120	NET CHANGE IN FUND BALANCE	74,630	(92,020)	179,155	-	413,256	-	-
121								
122	FUND BALANCE - BEGINNING	16,165	90,795	(1,225)	177,930	177,930	177,930	-
123	DECREASE IN FUND BALANCE				-	-		
124	FUND BALANCE - ENDING	\$ 90,795	\$ (1,225)	\$ 177,930	\$ 177,930	\$ 591,186	\$ 177,930	-

STATEMENT 2
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET - GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment and Calculation

Phase	CDD Land Use	Planned Units	ERU / Unit	Total ERU
ONE	Townhome	100	1.00	100
ONE	Single Family	325	1.00	325
Subtotal One		425		425
TWO	Townhome	108	1.00	108
TWO	Single Family	653	1.00	653
Subtotal Two		761		761
Total		1186		1186

1a. ERU Allocation Driver based on Development Status of Lots

Status	Units	ERU	ERU	% ERU
Platted	869	1.00	869	73.27%
Phase 2C (Solterra Springs)	118	1.00	118	9.95%
Un-Platted	199	1.00	199	16.78%
Total	1186		1186	100.00%

2. O&M Assessment Requirement - Allocation to Each Area

Allocation per share of ERU (from Tab. 1a.):	73%	10%	17%	100.00% << all benefit
Allocation per share of ERU (Tab. 1a.):	88%	12%	0%	100.00% << not Un-platted
Special Allocation Utilities	92%	8%	0%	100.00%

Expenditures	Platted Lots (not Solt. Springs)	Solterra Springs	Un-Platted Lots	Grand Total / (1)	Share of Total	Benefit to Un-Platted / (2)
GENERAL ADMINISTRATIVE	80,005	10,864	18,321	109,190	6.8%	Yes
INSURANCE	21,758	2,954	4,983	29,695	1.8%	Yes
DEBT ADMINISTRATION	10,953	1,487	-	12,440	0.8%	No
SHORT TERM LOAN TO DEVELOPER	-	-	-	-	0.0%	No
UTILITIES	328,524	27,676	-	356,200	22.1%	Yes
SECURITY	162,696	22,092	-	184,788	11.4%	Yes
CLUBHOUSE/AMENITY ADMIN	265,603	36,066	-	301,669	18.7%	No
LANDSCAPE MAINTENANCE	449,537	-	-	449,537	27.8%	No
FACILITY MAINTENANCE	77,256	10,490	-	87,746	5.4%	No
CAPITAL IMPROVEMENTS	60,815	8,258	13,927	83,000	5.1%	Yes
Subtotal (Net) / (a)	1,457,147	119,888	37,230	1,614,265	100.0%	
Early Payment Discount	62,673	5,156	1,601	69,431		
County Charges	47,005	3,867	1,201	52,073		
Total (Gross)	1,566,825	128,912	40,033	1,735,769	[b]	
Share of Total Expenditures	90.3%	7.4%	2.3%	100.0%		

3. O&M Per Lot

	Platted	Phase 2C	Un-Platted	Total/Avg.	
Total ERU	869.0	118.0	199.0	1,186.0	[c]
Total AR / ERU - GROSS	\$ 1,803	\$ 1,092	\$ 201	\$ 1,464	[b] / [c]
Total AR / ERU - NET	\$ 1,677	\$ 1,016	\$ 187	\$ 1,361	[a] / [c]

Current Fiscal Year Allocation of O&M Assessment (Difference Due to Rounding) Inclusive of discounts and collection fees \$121,504

Status	CDD Land Use	ERU / Unit	AR / ERU	Units	Total Gross Assmt
Platted	Single Family / TH	1.00	\$ 1,803	869	\$ 1,566,833
Solterra Springs	Single Family / TH	1.00	\$ 1,092	118	\$ 128,913
Un-Platted	Single Family / TH	1.00	\$ 201	199	\$ 40,033
Total				1186	\$ 1,735,779

Prior Fiscal Year Allocation of O&M Assessment (Difference Due to Rounding)

Status	CDD Land Use	ERU / Unit	AR / ERU	Units	Total Gross Assmt
Platted	Single Family / TH	1.00	\$ 1,806	712	\$ 1,369,667
Solterra Springs	Single Family / TH	1.00	\$ 1,093	0	\$ -
Un-Platted	Single Family / TH	1.00	\$ 187	437	\$ 72,813
Total				1149	\$ 1,442,480

Change in Assessments from Prior Fiscal Year

CDD Land Use	ERU / Unit	Difference in Lot Count	AR / ERU	% Increase	Change per Month
Platted	1.00	0	\$ (3)	-0.17%	\$ (0.26)
Solterra Springs	1.00	0	\$ (1)	-0.08%	\$ (0.07)
Un-Platted	1.00	0	\$ 14	7.59%	\$ 1.18

Footnote:

- (1) Refer to STMT 1 for details.
(2) Following prior year benefit assignment and cost allocation.

**STATEMENT 4
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 (TAXABLE) DEBT SERVICE**

	BUDGET
REVENUE /(b)	
ASSESSMENT ON -ROLL (gross, all considered on roll)	497,191
DISCOUNTS (4.0%)	(19,888)
TOTAL REVENUE	477,303
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	14,916
INTEREST EXPENSE	
May 1, 2021	185,456
November 1, 2021	185,456
PRINCIPAL	
November 1, 2021	90,000
TOTAL EXPENDITURES	475,828
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,475
Fund Balance - Beginning	-
Fund Balance - Ending	\$ 1,475

Allocation of Maximum Annual Debt Service (MADS) for Area One

CDD Land Use	Units	Assigned ERU	Total ERU	ERU %	Total Net MADS	Net MADS/Unit	Gross MADS/Unit
Townhome	100	0.55	55.0	13.95%	\$ 64,506	\$ 645	\$ 694
SF 50	230	1.00	230.0	58.34%	\$ 269,750	\$ 1,173	\$ 1,261
SF 70	95	1.15	109.3	27.71%	\$ 128,131	\$ 1,349	\$ 1,450
Total	425		394.3	100.00%	\$ 462,388		

Gross Assmt. per ERU \$ 1,261
total Gross Assmt. \$ 497,191

Net Assmt. (MADS) \$ 462,388
County Fees and Discounts \$ 34,803 \$ 497,190.86
Gross Assmt. \$ 497,191

Footnote:

(a) Ending balance needed for interest and principal payments at beginning of following fiscal year.
(b) Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will allocate assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments. As a result of this process, the on-roll and off-roll assessments and related collection costs may vary from the adopted

STATEMENT 5
SOLTERRA RESORT CDD, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET

\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 - TAXABLE

Period Ending	Principal (a)	Coupon	Interest (a)	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

STATEMENT 5
SOLTERRA RESORT CDD, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 - TAXABLE

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
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	

Max. annual debt service:

462,387.50

Footnote:

(a) For budgetary purposes only.

STATEMENT 6
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014 DEBT SERVICE

	BUDGET
REVENUE	
ASSESSMENT ON -ROLL (net - all considered on roll)	278,220
REVENUE ACCOUNT BALANCE FORWARD	-
DISCOUNTS (4.0%)	(11,129)
	267,091
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	8,347
INTEREST EXPENSE	
May 1, 2021	90,572
November 1, 2021	90,572
PRINCIPAL	
November 1, 2021	75,000
TOTAL EXPENDITURES	264,490
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 2,601
Fund Balance - Beginning	-
Fund Balance - Ending / (a)	\$ 2,601

Allocation of Maximum Annual Debt Service (MADS) for Phases 2A and 2A1

CDD Land Use	Units	ERU/Unit	Total ERU	ERU %	Total MADS	Net MADS/Unit	Gross MADS/Unit
SF 40 to 50	100	1.00	100.0	45.30%	\$ 117,211	\$ 1,172	\$ 1,260
SF 70	105	1.15	120.8	54.70%	\$ 141,533	\$ 1,348	\$ 1,449
Total FY 2013	205		220.8	100.00%	\$ 258,744		

GROSS Assmt. per ERU \$ 1,260
total Gross MADS \$ 278,220

Net Assmt. (MADS) \$ 258,745
County Fees and Discounts \$ 19,475
Gross Assmt. \$ 278,220

Footnote:

(a) Ending balance needed for interest and principal payments at beginning of following fiscal year.
(b) Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will allocate assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments. As a result of this process, the on-roll and off-roll assessments and related collection costs may vary from the adopted budgets.

STATEMENT 7
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014

Period Ending	Principal (a)	Coupon	Interest (a)	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%	\$ 59,796.88	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

STATEMENT 7
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
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	

Max. annual debt service: 258,744

Footnote:

(a) For budgetary purposes only.

**STATEMENT 8
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018**

	BUDGET
REVENUE	
ASSESSMENT ON -ROLL (gross; all considered on roll)	667,641
DISCOUNTS (4.0%)	(26,706)
	640,935
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	20,029
INTEREST EXPENSE	
May 1, 2021	219,816
November 1, 2021	216,816
PRINCIPAL	
May 1, 2021	150,000
TOTAL EXPENDITURES	606,660
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 34,275

Allocation of Maximum Annual Debt Service (MADS) for Phases 2A2 (19 lots), 2B, 2C, 2D, and 2E

Product Type	Lots	Total MADS /(a)	MADS/Lot	Gross Assmt./Lot
40s	119	\$ 139,587	\$ 1,173	\$ 1,261
50s	267	\$ 336,877	\$ 1,262	\$ 1,357
70s	50	\$ 66,450	\$ 1,329	\$ 1,429
TH	120	\$ 83,311	\$ 694	\$ 747
Total	556	\$ 620,906		

Net Assmt. (MADS)	\$ 620,906
County Fees and Discounts	\$ 46,735
Total Gross Assmt.	\$ 667,641

Footnote:

(a) After Adjustment for Developer Contributions.

STATEMENT 9
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
11/1/2019						9,290,000
5/1/2020	145,000	4.000%	222,716	367,716		9,145,000
11/1/2020		4.000%	219,816	219,816	587,531	9,145,000
5/1/2021	150,000	4.000%	219,816	369,816		8,995,000
11/1/2021		4.000%	216,816	216,816	586,631	8,995,000
5/1/2022	155,000	4.000%	216,816	371,816		8,840,000
11/1/2022		4.000%	213,716	213,716	585,531	8,840,000
5/1/2023	160,000	4.000%	213,716	373,716		8,680,000
11/1/2023		4.000%	210,516	210,516	584,231	8,680,000
5/1/2024	170,000	4.750%	210,516	380,516		8,510,000
11/1/2024		4.750%	206,478	206,478	586,994	8,510,000
5/1/2025	175,000	4.750%	206,478	381,478		8,335,000
11/1/2025		4.750%	202,322	202,322	583,800	8,335,000
5/1/2026	185,000	4.750%	202,322	387,322		8,150,000
11/1/2026		4.750%	197,928	197,928	585,250	8,150,000
5/1/2027	195,000	4.750%	197,928	392,928		7,955,000
11/1/2027		4.750%	193,297	193,297	586,225	7,955,000
5/1/2028	205,000	4.750%	193,297	398,297		7,750,000
11/1/2028		4.750%	188,428	188,428	586,725	7,750,000
5/1/2029	215,000	4.750%	188,428	403,428		7,535,000
11/1/2029		4.750%	183,322	183,322	586,750	7,535,000
5/1/2030	225,000	5.000%	183,322	408,322		7,310,000
11/1/2030		5.000%	177,697	177,697	586,019	7,310,000
5/1/2031	235,000	5.000%	177,697	412,697		7,075,000
11/1/2031		5.000%	171,822	171,822	584,519	7,075,000
5/1/2032	245,000	5.000%	171,822	416,822		6,830,000
11/1/2032		5.000%	165,697	165,697	582,519	6,830,000
5/1/2033	260,000	5.000%	165,697	425,697		6,570,000
11/1/2033		5.000%	159,197	159,197	584,894	6,570,000
5/1/2034	275,000	5.000%	159,197	434,197		6,295,000
11/1/2034		5.000%	152,322	152,322	586,519	6,295,000
5/1/2035	285,000	5.250%	152,322	437,322		6,010,000
11/1/2035		5.250%	144,841	144,841	582,163	6,010,000
5/1/2036	305,000	5.250%	144,841	449,841		5,705,000
11/1/2036		5.250%	136,834	136,834	586,675	5,705,000
5/1/2037	320,000	5.250%	136,834	456,834		5,385,000
11/1/2037		5.250%	128,434	128,434	585,269	5,385,000
5/1/2038	335,000	5.250%	128,434	463,434		5,050,000
11/1/2038		5.250%	119,641	119,641	583,075	5,050,000
5/1/2039	355,000	5.250%	119,641	474,641		4,695,000

11/1/2039		5.250%	110,322	110,322	584,963	4,695,000
5/1/2040	365,000	5.375%	110,322	475,322		4,330,000
11/1/2040		5.375%	100,513	100,513	575,834	4,330,000
5/1/2041	385,000	5.375%	100,513	485,513		3,945,000
11/1/2041	-	5.375%	90,166	90,166	575,678	3,945,000
5/1/2042	405,000	5.375%	90,166	495,166		3,540,000
11/1/2042	-	5.375%	79,281	79,281	574,447	3,540,000
5/1/2043	430,000	5.375%	79,281	509,281		3,110,000
11/1/2043	-	5.375%	67,725	67,725	577,006	3,110,000
5/1/2044	450,000	5.375%	67,725	517,725		2,660,000
11/1/2044	-	5.375%	55,631	55,631	573,356	2,660,000
5/1/2045	475,000	5.375%	55,631	530,631		2,185,000
11/1/2045	-	5.375%	42,866	42,866	573,497	2,185,000
5/1/2046	505,000	5.375%	42,866	547,866		1,680,000
11/1/2046	-	5.375%	29,294	29,294	577,159	1,680,000
5/1/2047	530,000	5.375%	29,294	559,294		1,150,000
11/1/2047	-	5.375%	15,050	15,050	574,344	1,150,000
5/1/2048	560,000	5.375%	15,050	575,050		590,000
11/1/2048	-	5.375%	15,050	15,050	590,100	590,000
5/1/2049	590,000	5.375%	30,906	620,906		-
11/1/2049	-				620,906	-
Total	9,290,000		8,228,609	17,518,609	17,518,609	

Max. annual debt service: 620,906.25

Footnote:

(a) For budgetary purposes only.

EXHIBIT 8

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Solterra Resort Community Development District ("**District**") prior to June 15, 2020, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____, 2020

HOUR: _____

The hearing may be conducted remotely, pursuant to _____ media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, as such orders may be extended, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: _____

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28th DAY OF MAY, 2020.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
1	REVENUE							
2	SPECIAL ASSESSMENTS ON-ROLL (Net)	\$ 598,345	\$ 652,410	\$ 1,317,470	\$ 1,614,265	\$ 1,052,459	\$ 1,614,265	\$ -
3	SPECIAL ASSMTS -OFF ROLL	-	77,564	-	-	-	-	-
4	SPECIAL ASSMTS -OFF ROLL- AK OAKMONT (Net)	353,121	293,061	-	-	10,078	-	-
5	SPECIAL ASSMTS -OFF ROLL - PARK SQUARE (Net)	-	7,756	-	-	-	-	-
6	SPECIAL ASSMTS -OFF ROLL - DR HORTON (Net)	-	-	-	-	-	-	-
7	MISCELLANEOUS REVENUE	714	6,292	64,433	-	-	-	-
8	INTEREST	32	-	-	-	-	-	-
9	FUND BALANCE FORWARD	-	-	-	-	-	-	-
10	OTHER MISCELLANEOUS REVENUES	-	-	-	-	-	-	-
11	TOTAL REVENUE	952,212	1,037,083	1,381,903	1,614,265	1,062,537	1,614,265	-
12								
13	EXPENDITURES							
14	GENERAL ADMINISTRATIVE:							
15	SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	-	-	-	-	-	-	-
16	DISTRICT MANAGEMENT	37,000	31,600	36,800	32,000	18,400	42,000	10,000
17	MASS MAILING & PRINTING	886	1,293	299	1,500	341	1,500	-
18	LEGAL ADVERTISING	814	1,352	3,724	1,500	382	1,500	-
19	BANK FEES	86	232	357	250	-	250	-
20	REGULATORY & PERMIT FEES	175	175	175	175	235	175	-
21	FIELD ADMINISTRATION SERVICES	-	-	-	-	-	-	-
22	PROPERTY TAXES	-	-	1,094	-	-	-	-
23	AUDITING SERVICES	2,400	2,500	2,600	2,600	-	2,500	(100)
24	DISTRICT ENGINEER	4,855	4,819	6,430	10,000	3,891	10,000	-
25	CONSTRUCTION ACCOUNTING SERVICES	-	-	4,000	2,000	2,000	2,000	-
26	LEGAL SERVICES - GENERAL COUNSEL	33,137	19,269	17,140	22,000	14,617	22,000	-
27	COUNTY ASSESSMENT COLLECTION CHARGES	10,545	12,368	18,079	22,000	22,159	25,000	3,000
28	WEBSITE SETUP & ADMINISTRATION	997	980	2,601	2,265	3,484	2,265	-
29	TOTAL GENERAL ADMINISTRATIVE	90,895	74,588	93,299	96,290	65,509	109,190	12,900
30								
31	INSURANCE:							
32	INSURANCE (General Liability & Public Officials, & Property)	26,639	27,922	27,139	26,934	20,986	29,695	2,761
33	TOTAL INSURANCE	26,639	27,922	27,139	26,934	20,986	29,695	2,761
34								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
35	DEBT SERVICE ADMINISTRATION:							
36	ARBITRAGE REPORTING	-	-	-	750	-	750	-
37	BOND AMORTIZATION SCHEDULE FEE	-	-	-	500	-	500	-
38	DISSEMINATING AGENT	6,000	6,000	6,000	6,000	6,000	3,000	(3,000)
39	TRUSTEE FEES	6,600	8,485	8,297	8,296	12,338	8,190	(106)
40	TOTAL DEBT SERVICE ADMINISTRATION	12,600	14,485	14,297	15,546	18,338	12,440	(3,106)
41								
42	SHORT-TERM FINANCING							
43	DEFICIT FUNDING	-	-	60,559	95,000	-	-	(95,000)
44								
45	UTILITIES:							
46	UTILITIES - ELECTRICITY - GUARDHOUSE & PUMP STATIONS	2,719	2,254	2,295	2,500	1,116	2,500	-
47	UTILITIES - GAS	30,922	68,727	68,206	75,000	18,104	69,000	(6,000)
48	UTILITIES - STREET LIGHTS	68,492	69,120	63,178	70,000	31,163	70,000	-
49	UTILITIES - STREET LIGHTS - PHASE 2A & 2B	27,104	27,478	22,900	28,000	7,639	28,000	-
50	UTILITIES - STREETLIGHTS - NEW PHASE	-	-	11,921	8,100	15,876	7,100	(1,000)
51	UTILITIES - WATER - GUARDHOUSE	874	1,506	1,381	1,600	423	1,600	-
52	RECLAIMED WATER	31,098	52,636	36,828	52,000	11,885	50,000	(2,000)
53	ELECTRICITY - AMENITY CENTER	37,845	70,229	79,764	80,000	46,041	80,000	-
54	POTABLE WATER - AMENITY CENTER	33,241	46,560	28,285	48,000	11,020	48,000	-
55	TOTAL UTILITIES	232,296	338,510	314,758	365,200	143,268	356,200	(9,000)
56								
57	SECURITY:							
58	SECURITY SYSTEM - MAIN ENTRANCE	9,936	6,624	11,340	9,936	686	10,056	120
59	SECURITY MONITORING - POOL & AMENITY CENTER & LAZY	10,887	11,631	11,034	14,712	4,364	14,712	-
60	SECURITY - PER RESIDENCE CHARGE	42,936	17,809	-	-	-	-	-
61	SECURITY - PENALTY FALSE ALARM & PASS PRINTING	774	-	3,172	5,000	-	5,000	-
62	SECURITY AT GUARDHOUSE	14,558	96,362	124,651	135,000	62,464	135,000	-
63	SECURITY - GUARDHOUSE - PHONE & INTERNET	418	2,344	5,132	5,220	3,309	5,220	-
64	SECURITY GUARDHOUSE- MANAGEMENT	-	-	4,800	4,800	2,162	4,800	-
65	GATE MAINTENANCE & REPAIR	544	7,728	12,142	10,000	3,565	10,000	-
66	TOTAL SECURITY	80,053	142,498	172,271	184,668	76,550	184,788	120
67								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
68	CLUBHOUSE/AMENITY ADMINISTRATION:							
69	AMENITY MANAGEMENT	57,084	56,976	102,529	76,200	38,100	76,200	-
70	LIFESTYLE MANAGEMENT	-	12,829	-	22,151	11,125	22,151	-
71	CLUBHOUSE FACILITY MAINTENANCE (Cleaning)	21,820	21,548	28,844	30,000	14,670	30,000	-
72	CLUBHOUSE MAINTENANCE & REPAIRS	9,295	15,761	8,483	8,000	5,380	6,000	(2,000)
73	CLUBHOUSE & LIFESTYLE SUPPLIES	9,334	4,625	2,853	5,000	2,965	5,000	-
74	CLUBHOUSE PHONE & INTERNET	2,316	1,920	2,583	3,300	1,706	3,300	-
75	CLUBHOUSE STAFF AFTER HOURS EMERGENCY RESPONSE	-	125	-	500	-	500	-
76	PEST CONTROL & TERMITE BOND	1,275	1,265	1,265	1,380	690	1,380	-
77	POOL MONITORS	64,151	61,732	105,267	139,388	54,732	139,388	-
78	COFFEE, WATER, AND VENDING SERVICES	7,380	10,134	9,564	9,000	5,478	7,000	(2,000)
79	BACKGROUND CHECKS & DRUG TESTING	1,013	816	-	750	-	750	-
80	CAFÉ POS SYSTEM	-	721	-	1,500	-	-	(1,500)
81	SOCIAL ACTIVITIES & MOVIE LICENSE	-	-	-	10,000	-	10,000	-
82	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	173,668	188,452	261,388	307,169	134,847	301,669	(5,500)
83								
84	LANDSCAPE/PROPERTY MAINTENANCE:							
85	POND & WETLAND MAINTENANCE	14,612	10,140	13,355	18,440	6,720	21,558	3,118
86	LANDSCAPE MAINTENANCE - CONTRACT	114,972	116,399	129,246	127,256	66,528	145,256	18,000
87	LANDSCAPE MAINTENANCE - SPRINGS EXTERIOR LANDSCAPE	-	-	8,990	35,556	1,500	35,556	-
88	LANDSCAPE REPLINISHMENT	13,868	10,062	-	50,000	22,884	106,667	56,667
89	IRRIGATION REPAIRS & MAINTENANCE	9,811	21,375	4,165	12,000	6,702	8,500	(3,500)
90	ASPHALT PAVEMENT REPAIR & MONITORING	-	3,200	3,700	25,000	500	25,000	-
91	LANDSCAPE/PROPERTY CONTINGENCY	-	-	12,429	75,000	6,600	97,000	22,000
92	COMPREHENSIVE FIELD SERVICES	2,625	5,000	5,000	10,000	3,316	10,000	-
93	TOTAL LANDSCAPE/PROPERTY MAINTENANCE	155,888	166,176	176,885	353,252	114,750	449,537	96,285
94								

SOLTERRA RESORT CDD - STATEMENT 1
FY 2021 PROPOSED BUDGET
GENERAL FUND (O&M)

		FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD - MAR	FY 2021 PROPOSED	FY 2020 - 2021 VARIANCE
95	FACILITY MAINTENANCE:							
96	POOL SERVICE - CONTRACT	23,400	23,765	23,765	24,000	11,882	27,270	3,270
97	POOL SERVICE - CONTRACT - LAZY RIVER	3,900	23,765	23,765	24,000	11,882	27,270	3,270
98	POOL & LAZY RIVER MAINTENANCE & REPAIR	11,169	10,703	9,768	9,856	11,240	9,856	-
99	POOL PERMIT	840	700	980	850	-	850	-
100	SLIDE MAINTENANCE & REPAIRS	-	-	-	2,500	-	2,500	-
101	SIGNAGE	4,352	6,328	-	500	-	500	-
102	ATHLETIC FACILITIES MAINT. & FITNESS EQUIP. REPAIR		4,467	2,518	1,500	730	1,500	-
103	REFUSE DUMPSTER SERVICE		-	-	3,000	-	3,000	-
104	MISCELLANEOUS-INCLUDES PRESSURE WASHING	5,198	5,947	2,220	6,000	450	3,000	(3,000)
105	CONTINGENCY	-	-	3,641	15,000	2,735	12,000	(3,000)
106	TOTAL FACILITY MAINTENANCE	48,859	75,675	66,657	87,206	38,919	87,746	540
107								
108	CAPITAL IMPROVEMENT							
109	CAPITAL IMPROVEMENT	56,683	100,798	15,495	83,000	36,115	83,000	-
110	TOTAL CAPITAL IMPROVEMENTS	56,683	100,798	15,495	83,000	36,115	83,000	-
111								
112	EXPENDITURES	\$877,581	\$1,129,109	\$1,202,748	\$1,614,265	\$649,281	\$1,614,265	\$0
113								
114	EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	74,630	(92,020)	179,155	-	413,256	-	-
115								
116	OTHER FINANCING SOURCES (USES)							
117	TRANSFER-IN				-	-	-	-
118	TRANSFER-OUT				-	-	-	-
119	TOTAL OTHER FINANCIAL SOURCES (USES)	-	-	-	-	-	-	-
120	NET CHANGE IN FUND BALANCE	74,630	(92,020)	179,155	-	413,256	-	-
121								
122	FUND BALANCE - BEGINNING	16,165	90,795	(1,225)	177,930	177,930	177,930	-
123	DECREASE IN FUND BALANCE				-	-		
124	FUND BALANCE - ENDING	\$ 90,795	\$ (1,225)	\$ 177,930	\$ 177,930	\$ 591,186	\$ 177,930	-

STATEMENT 2
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET - GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment and Calculation

Phase	CDD Land Use	Planned Units	ERU / Unit	Total ERU
ONE	Townhome	100	1.00	100
ONE	Single Family	325	1.00	325
Subtotal One		425		425
TWO	Townhome	108	1.00	108
TWO	Single Family	653	1.00	653
Subtotal Two		761		761
Total		1186		1186

1a. ERU Allocation Driver based on Development Status of Lots

Status	Units	ERU	ERU	% ERU
Platted	869	1.00	869	73.27%
Phase 2C (Solterra Springs)	118	1.00	118	9.95%
Un-Platted	199	1.00	199	16.78%
Total	1186		1186	100.00%

2. O&M Assessment Requirement - Allocation to Each Area

Allocation per share of ERU (from Tab. 1a.):	73%	10%	17%	100.00% << all benefit
Allocation per share of ERU (Tab. 1a.):	88%	12%	0%	100.00% << not Un-platted
Special Allocation Utilities	92%	8%	0%	100.00%

Expenditures	Platted Lots (not Solt. Springs)	Solterra Springs	Un-Platted Lots	Grand Total / (1)	Share of Total	Benefit to Un-Platted / (2)
GENERAL ADMINISTRATIVE	80,005	10,864	18,321	109,190	6.8%	Yes
INSURANCE	21,758	2,954	4,983	29,695	1.8%	Yes
DEBT ADMINISTRATION	10,953	1,487	-	12,440	0.8%	No
SHORT TERM LOAN TO DEVELOPER	-	-	-	-	0.0%	No
UTILITIES	328,524	27,676	-	356,200	22.1%	Yes
SECURITY	162,696	22,092	-	184,788	11.4%	Yes
CLUBHOUSE/AMENITY ADMIN	265,603	36,066	-	301,669	18.7%	No
LANDSCAPE MAINTENANCE	449,537	-	-	449,537	27.8%	No
FACILITY MAINTENANCE	77,256	10,490	-	87,746	5.4%	No
CAPITAL IMPROVEMENTS	60,815	8,258	13,927	83,000	5.1%	Yes
Subtotal (Net) / [a]	1,457,147	119,888	37,230	1,614,265	100.0%	
Early Payment Discount	62,673	5,156	1,601	69,431		
County Charges	47,005	3,867	1,201	52,073		
Total (Gross)	1,566,825	128,912	40,033	1,735,769	[b]	
Share of Total Expenditures	90.3%	7.4%	2.3%	100.0%		

3. O&M Per Lot

	Platted	Phase 2C	Un-Platted	Total/Avg.	
Total ERU	869.0	118.0	199.0	1,186.0	[c]
Total AR / ERU - GROSS	\$ 1,803	\$ 1,092	\$ 201	\$ 1,464	[b] / [c]
Total AR / ERU - NET	\$ 1,677	\$ 1,016	\$ 187	\$ 1,361	[a] / [c]

Current Fiscal Year Allocation of O&M Assessment (Difference Due to Rounding) Inclusive of discounts and collection fees \$121,504

Status	CDD Land Use	ERU / Unit	AR / ERU	Units	Total Gross Assmt
Platted	Single Family / TH	1.00	\$ 1,803	869	\$ 1,566,833
Solterra Springs	Single Family / TH	1.00	\$ 1,092	118	\$ 128,913
Un-Platted	Single Family / TH	1.00	\$ 201	199	\$ 40,033
Total				1186	\$ 1,735,779

Prior Fiscal Year Allocation of O&M Assessment (Difference Due to Rounding)

Status	CDD Land Use	ERU / Unit	AR / ERU	Units	Total Gross Assmt
Platted	Single Family / TH	1.00	\$ 1,806	712	\$ 1,369,667
Solterra Springs	Single Family / TH	1.00	\$ 1,093	0	\$ -
Un-Platted	Single Family / TH	1.00	\$ 187	437	\$ 72,813
Total				1149	\$ 1,442,480

Change in Assessments from Prior Fiscal Year

CDD Land Use	ERU / Unit	Difference in Lot Count	AR / ERU	% Increase	Change per Month
Platted	1.00	0	\$ (3)	-0.17%	\$ (0.26)
Solterra Springs	1.00	0	\$ (1)	-0.08%	\$ (0.07)
Un-Platted	1.00	0	\$ 14	7.59%	\$ 1.18

Footnote:

- (1) Refer to STMT 1 for details.
(2) Following prior year benefit assignment and cost allocation.

**STATEMENT 4
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 (TAXABLE) DEBT SERVICE**

	BUDGET
REVENUE /(b)	
ASSESSMENT ON -ROLL (gross, all considered on roll)	497,191
DISCOUNTS (4.0%)	(19,888)
TOTAL REVENUE	477,303
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	14,916
INTEREST EXPENSE	
May 1, 2021	185,456
November 1, 2021	185,456
PRINCIPAL	
November 1, 2021	90,000
TOTAL EXPENDITURES	475,828
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 1,475
Fund Balance - Beginning	-
Fund Balance - Ending	\$ 1,475

Allocation of Maximum Annual Debt Service (MADS) for Area One

CDD Land Use	Units	Assigned ERU	Total ERU	ERU %	Total Net MADS	Net MADS/Unit	Gross MADS/Unit
Townhome	100	0.55	55.0	13.95%	\$ 64,506	\$ 645	\$ 694
SF 50	230	1.00	230.0	58.34%	\$ 269,750	\$ 1,173	\$ 1,261
SF 70	95	1.15	109.3	27.71%	\$ 128,131	\$ 1,349	\$ 1,450
Total	425		394.3	100.00%	\$ 462,388		

Gross Assmt. per ERU \$ 1,261
total Gross Assmt. \$ 497,191

Net Assmt. (MADS) \$ 462,388
County Fees and Discounts \$ 34,803 \$ 497,190.86
Gross Assmt. \$ 497,191

Footnote:

(a) Ending balance needed for interest and principal payments at beginning of following fiscal year.
(b) Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will allocate assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments. As a result of this process, the on-roll and off-roll assessments and related collection costs may vary from the adopted

STATEMENT 5
SOLTERRA RESORT CDD, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET

\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 - TAXABLE

Period Ending	Principal (a)	Coupon	Interest (a)	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

STATEMENT 5
SOLTERRA RESORT CDD, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$5,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2013 - TAXABLE

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
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	

Max. annual debt service:

462,387.50

Footnote:

(a) For budgetary purposes only.

STATEMENT 6
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014 DEBT SERVICE

	BUDGET
REVENUE	
ASSESSMENT ON -ROLL (net - all considered on roll)	278,220
REVENUE ACCOUNT BALANCE FORWARD	-
DISCOUNTS (4.0%)	(11,129)
	267,091
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	8,347
INTEREST EXPENSE	
May 1, 2021	90,572
November 1, 2021	90,572
PRINCIPAL	
November 1, 2021	75,000
TOTAL EXPENDITURES	264,490
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 2,601
Fund Balance - Beginning	-
Fund Balance - Ending / (a)	\$ 2,601

Allocation of Maximum Annual Debt Service (MADS) for Phases 2A and 2A1

CDD Land Use	Units	ERU/Unit	Total ERU	ERU %	Total MADS	Net MADS/Unit	Gross MADS/Unit
SF 40 to 50	100	1.00	100.0	45.30%	\$ 117,211	\$ 1,172	\$ 1,260
SF 70	105	1.15	120.8	54.70%	\$ 141,533	\$ 1,348	\$ 1,449
Total FY 2013	205		220.8	100.00%	\$ 258,744		

GROSS Assmt. per ERU \$ 1,260

total Gross MADS \$ 278,220

Net Assmt. (MADS) \$ 258,745

County Fees and Discounts \$ 19,475

Gross Assmt. \$ 278,220

Footnote:

(a) Ending balance needed for interest and principal payments at beginning of following fiscal year.

(b) Following the adoption of the general fund and debt service budgets, the District will prepare an assessment roll based on the County Property Appraiser's final list of property owners as of a certain "date of record". The District will allocate assessments to property owners as of this "date of record" and will utilize the appropriate on-roll and off-roll collection methods to collect its assessments. As a result of this process, the on-roll and off-roll assessments and related collection costs may vary from the adopted budgets.

STATEMENT 7
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014

Period Ending	Principal (a)	Coupon	Interest (a)	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%	\$ 59,796.88	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

STATEMENT 7
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
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	

Max. annual debt service: 258,744

Footnote:

(a) For budgetary purposes only.

**STATEMENT 8
SOLTERRA RESORT CDD
FY 2021 PROPOSED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018**

	BUDGET
REVENUE	
ASSESSMENT ON -ROLL (gross; all considered on roll)	667,641
DISCOUNTS (4.0%)	(26,706)
	640,935
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTIONS FEES (3.0%)	20,029
INTEREST EXPENSE	
May 1, 2021	219,816
November 1, 2021	216,816
PRINCIPAL	
May 1, 2021	150,000
TOTAL EXPENDITURES	606,660
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 34,275

Allocation of Maximum Annual Debt Service (MADS) for Phases 2A2 (19 lots), 2B, 2C, 2D, and 2E

Product Type	Lots	Total MADS /(a)	MADS/Lot	Gross Assmt./Lot
40s	119	\$ 139,587	\$ 1,173	\$ 1,261
50s	267	\$ 336,877	\$ 1,262	\$ 1,357
70s	50	\$ 66,450	\$ 1,329	\$ 1,429
TH	120	\$ 83,311	\$ 694	\$ 747
Total	556	\$ 620,906		

Net Assmt. (MADS)	\$ 620,906
County Fees and Discounts	\$ 46,735
Total Gross Assmt.	\$ 667,641

Footnote:

(a) After Adjustment for Developer Contributions.

STATEMENT 9
SOLTERRA RESORT, A.K.A. OAKMONT GROVE
FY 2021 PROPOSED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018

Period Ending	Principal (a)	Coupon	Interest (a)	Debt Service	Annual Debt Service	Bonds Outstanding
11/1/2019						9,290,000
5/1/2020	145,000	4.000%	222,716	367,716		9,145,000
11/1/2020		4.000%	219,816	219,816	587,531	9,145,000
5/1/2021	150,000	4.000%	219,816	369,816		8,995,000
11/1/2021		4.000%	216,816	216,816	586,631	8,995,000
5/1/2022	155,000	4.000%	216,816	371,816		8,840,000
11/1/2022		4.000%	213,716	213,716	585,531	8,840,000
5/1/2023	160,000	4.000%	213,716	373,716		8,680,000
11/1/2023		4.000%	210,516	210,516	584,231	8,680,000
5/1/2024	170,000	4.750%	210,516	380,516		8,510,000
11/1/2024		4.750%	206,478	206,478	586,994	8,510,000
5/1/2025	175,000	4.750%	206,478	381,478		8,335,000
11/1/2025		4.750%	202,322	202,322	583,800	8,335,000
5/1/2026	185,000	4.750%	202,322	387,322		8,150,000
11/1/2026		4.750%	197,928	197,928	585,250	8,150,000
5/1/2027	195,000	4.750%	197,928	392,928		7,955,000
11/1/2027		4.750%	193,297	193,297	586,225	7,955,000
5/1/2028	205,000	4.750%	193,297	398,297		7,750,000
11/1/2028		4.750%	188,428	188,428	586,725	7,750,000
5/1/2029	215,000	4.750%	188,428	403,428		7,535,000
11/1/2029		4.750%	183,322	183,322	586,750	7,535,000
5/1/2030	225,000	5.000%	183,322	408,322		7,310,000
11/1/2030		5.000%	177,697	177,697	586,019	7,310,000
5/1/2031	235,000	5.000%	177,697	412,697		7,075,000
11/1/2031		5.000%	171,822	171,822	584,519	7,075,000
5/1/2032	245,000	5.000%	171,822	416,822		6,830,000
11/1/2032		5.000%	165,697	165,697	582,519	6,830,000
5/1/2033	260,000	5.000%	165,697	425,697		6,570,000
11/1/2033		5.000%	159,197	159,197	584,894	6,570,000
5/1/2034	275,000	5.000%	159,197	434,197		6,295,000
11/1/2034		5.000%	152,322	152,322	586,519	6,295,000
5/1/2035	285,000	5.250%	152,322	437,322		6,010,000
11/1/2035		5.250%	144,841	144,841	582,163	6,010,000
5/1/2036	305,000	5.250%	144,841	449,841		5,705,000
11/1/2036		5.250%	136,834	136,834	586,675	5,705,000
5/1/2037	320,000	5.250%	136,834	456,834		5,385,000
11/1/2037		5.250%	128,434	128,434	585,269	5,385,000
5/1/2038	335,000	5.250%	128,434	463,434		5,050,000
11/1/2038		5.250%	119,641	119,641	583,075	5,050,000
5/1/2039	355,000	5.250%	119,641	474,641		4,695,000

11/1/2039		5.250%	110,322	110,322	584,963	4,695,000
5/1/2040	365,000	5.375%	110,322	475,322		4,330,000
11/1/2040		5.375%	100,513	100,513	575,834	4,330,000
5/1/2041	385,000	5.375%	100,513	485,513		3,945,000
11/1/2041	-	5.375%	90,166	90,166	575,678	3,945,000
5/1/2042	405,000	5.375%	90,166	495,166		3,540,000
11/1/2042	-	5.375%	79,281	79,281	574,447	3,540,000
5/1/2043	430,000	5.375%	79,281	509,281		3,110,000
11/1/2043	-	5.375%	67,725	67,725	577,006	3,110,000
5/1/2044	450,000	5.375%	67,725	517,725		2,660,000
11/1/2044	-	5.375%	55,631	55,631	573,356	2,660,000
5/1/2045	475,000	5.375%	55,631	530,631		2,185,000
11/1/2045	-	5.375%	42,866	42,866	573,497	2,185,000
5/1/2046	505,000	5.375%	42,866	547,866		1,680,000
11/1/2046	-	5.375%	29,294	29,294	577,159	1,680,000
5/1/2047	530,000	5.375%	29,294	559,294		1,150,000
11/1/2047	-	5.375%	15,050	15,050	574,344	1,150,000
5/1/2048	560,000	5.375%	15,050	575,050		590,000
11/1/2048	-	5.375%	15,050	15,050	590,100	590,000
5/1/2049	590,000	5.375%	30,906	620,906		-
11/1/2049	-				620,906	-
Total	9,290,000		8,228,609	17,518,609	17,518,609	

Max. annual debt service: 620,906.25

Footnote:

(a) For budgetary purposes only.

EXHIBIT 9

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN PHASE 2B, WATER AND WASTEWATER UTILITIES AND SUBSEQUENT CONVEYANCE OF CERTAIN PHASE 2B, WATER AND WASTEWATER UTILITIES TO POLK COUNTY, FLORIDA; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District and specifically relating to the area known as Solterra Phase 2B, which plan is detailed in the *Report of the District Engineer* dated September 11, 2018, among other applicable reports related to the future bond series (together, "**Capital Improvement Plan**," or "**CIP**"); and

WHEREAS, the District entered into the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated January 15, 2020, among other applicable acquisition agreements related to the future bond series, with Pulte Home Company, LLC ("**Developer**") which set forth the process by which the District may acquire the improvements comprising the CIP ("**Improvements**"); and

WHEREAS, the Developer has advanced, funded, commenced and completed certain Improvements, specifically the water and wastewater utilities infrastructure located within Phase 2B-1 and Phase 2B-2 (together, "**Phase 2B Water and Wastewater Utilities**") as identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida; and

WHEREAS, the District has acquired the Phase 2B Water and Wastewater Utilities from Developer, and subsequently conveyed the Phase 2B Water and Wastewater Utilities to Polk County, Florida, for ownership, operation and maintenance, as documented in the "Phase 2B-1 Acquisition and Conveyance of Utilities Improvements Package" attached hereto as **Composite Exhibit A**, and "Phase 2B-2 Acquisition and Conveyance of Utilities Improvements Package" attached hereto as **Composite Exhibit B**; and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman and District Staff regarding the acquisition and subsequent conveyance of the Phase 2B Water and Wastewater Utilities.

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

SECTION 1. The acquisition and conveyance of the Phase 2B Water and Wastewater Utilities, the execution of documents relating to such acquisition and conveyance of the Phase 2B Water and Wastewater Utilities, and all actions taken in the furtherance of the acquisition and conveyance of the Phase 2B Water and Wastewater Utilities, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 28th day of MAY, 2020.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

Composite Exhibit A: Phase 2B-1 Acquisition and Conveyance of Utilities Improvements Package

Composite Exhibit B: Phase 2B-2 Acquisition and Conveyance of Utilities Improvements Package

January 16, 2020

Solterra Resort Community Development District
c/o Patricia Comings-Thibault, District Manager
Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280
Lake Mary, FL 32746

RE: Letter Agreement for Acquisition of Utilities Improvements – Solterra Phase 2B1

Dear Patricia,

Pursuant to the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated _____, 2020 (together "**Acquisition Agreement**"), you are hereby notified that PulteHome Company, LLC ("**Developer**") has completed and wishes to sell ("**Sale**") to the Solterra Resort Community Development District ("**District**") certain utilities improvements ("**Improvements**"), related to what is known as Solterra Phase 2B1, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from the Series 2018 Phase 2B Subaccount the lesser of **\$390,233.00** or the remaining amounts available in the Series 2018 Phase 2B Subaccount. Of this amount, **\$351,209.70** may be paid immediately, and the remaining **\$39,023.30** may be paid upon proof of completion of the Improvements and proof of payment for the same.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Polk County all of the District's rights, title and interest in the Improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by Polk County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, and as noted above, certain amounts may still be owed to contractors in the approximate amount of at least **\$39,023.30** (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, the Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys,

engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

PULTE HOME COMPANY, LLC, a Michigan limited liability company


Name: Dave Hoffmann
Title: VP of Law

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

See Following Page

_____, Board of Supervisors

engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

PULTE HOME COMPANY, LLC, a Michigan limited liability company

See Previous Page

Name: _____

Title: _____

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Candice Smith
Assistant Sec Board of Supervisors

Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

AFFIDAVIT REGARDING COSTS PAID
(SOLTERRA PHASE 2B1 – UTILITIES)

STATE OF Florida
COUNTY OF Orange

I, Doug Hoffman of Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is Doug Hoffman and I am employed by Pulte as VP of Land Dev. I have authority to make this Affidavit on behalf of Pulte.
3. Pulte is the developer of certain lands within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pulte has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Pulte has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the approximate amount of at least \$39,023.30 (balance to finish & retainage) and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 11th day of January, 2020.

PULTE HOME COMPANY, LLC, a Michigan limited liability company


Name: Doug Hoffman
Title: VP of Land

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of January, 2020, by Doug Hoffman as VP of Land Development of Pulte Home Company, a Michigan limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF FLORIDA
Name: Amy Steiger
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

**ACKNOWLEDGMENT AND RELEASE
(SOLTERRA PHASE 2B1 – UTILITIES)**

~~2019~~ THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 17TH day of JANUARY, 2019, by Jr. Davis Construction Co., Inc., having offices located at 210 S. Hoagland Boulevard, Kissimmee, Florida 34741 ("**Contractor**"), in favor of the **Solterra Resort Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement* ("**Contract**") dated May 7, 2019, and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately \$39,023.30 (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

JR. DAVIS CONSTRUCTION CO., INC.

Kristy Kelley
By: Kristy Kelley
Its: SECRETARY

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of January, 2020, by Kristy Kelley as Secretary of Jr Davis Construction Co Inc a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Katherine Cook

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Katherine Cook
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

**CONSULTING ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B1 – UTILITIES)**

JANUARY 16, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2B1

Ladies and Gentlemen:

The undersigned, a representative of Heidt Design, LLC ("**Consulting Engineer**"), as engineer for Pulte Home Company, LLC ("**Developer**"), hereby makes the following certifications in connection with the Solterra Resort Community Development District's ("**District**") acquisition from Developer of utilities improvements within Solterra Phase 2B1 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, including the payment of One Hundred Dollars, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

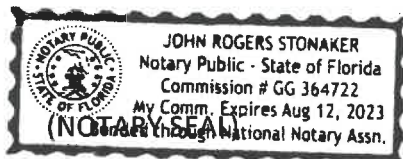
FURTHER AFFIANT SAYETH NOT.


Boyan V. Pargov, PE
Heidt Design, LLC
Florida Registration No. 67706
Consulting Engineer

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2020, by Boyan Pargov as _____ of _____ a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.




NOTARY PUBLIC, STATE OF FLORIDA

Name: John Stonaker
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

DISTRICT ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B1 – UTILITIES, ROADWAYS & DRAINAGE)

JANUARY 16, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2B1

Ladies and Gentlemen:

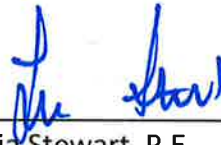
The undersigned is a representative of Stantec Consulting Services Inc. ("**District Engineer**"), as District Engineer for the Solterra Resort Community Development District ("**District**"). The District Engineer is not the Engineer of Record for the Improvements as defined below. Instead, the District Engineer, having prepared and administered the Engineer's Report (defined herein), does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of utilities improvements within Solterra Phase 2B1 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. For this, I have relied on certifications prepared by the Engineer of Record, Heidt Design, LLC ("**Consulting Engineer**"), who has designed, inspected and certified the Improvements.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid

by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.



Tonja Stewart, P.E.

Stantec Consulting Services Inc.

Florida Registration No. 47704

District Engineer

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2020, by Tonja Stewart as District Engineer of Stantec Consulting Services Inc. a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Teresa Rivera
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG922845
Expires 11/19/2023

Name: Teresa Rivera

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

**BILL OF SALE AND LIMITED ASSIGNMENT
(SOLTERRA PHASE 2B1 – UTILITIES)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 11th day of January 2020, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Solterra Resort Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of Solterra Phase 2B1, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida ("**Plat**").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All "Solterra Phase 2B1" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto (together "**Improvements**");¹ and

¹ Note that the Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

- b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
- c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:

Name: CLIFF TOWERS
Title: DIRECTOR OF LAND

Name: DOUG HOFFMAN
Title: VP OF LAND

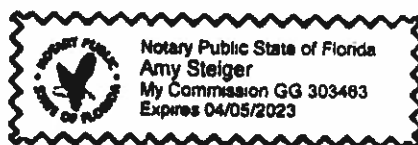
By:

Name: Serengeti
Title: Acq. PM

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2020, by Doug Hoffman as VP of Land Development of Pulte Home Company, a Michigan limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Name: Amy Steiger
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B1

Utility Improvements – All “Solterra Phase 2B1” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B2 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage
Potable Water	\$112,710.10	\$101,439.09	\$0.00	\$11,271.01
Reclaimed Water	\$74,973.00	\$67,475.70	\$0.00	\$7,497.30
Sanitary Sewer	\$202,549.90	\$182,294.91	\$0.00	\$20,254.99
TOTAL:	\$390,233.00	\$351,209.70	\$0.00	\$39,023.30

GRAND TOTAL OF IMPROVEMENTS: \$390,233.00

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* whose mailing address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Polk County**, a political subdivision of the State of Florida ("**County**"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

All "Solterra Phase 2B1" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto;²

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the District does hereby covenant to and with the County, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that District has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that District will warrant and defend the sale of its said personal

² Note that the property does not include the Phase 2B2 utilities shown on the Utility Record Drawings.

property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the District has caused this instrument to be executed in its name
this 16th day of January, 2020.

Signed, sealed and delivered
in the presence of:

**SOLTERRA RESORT COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

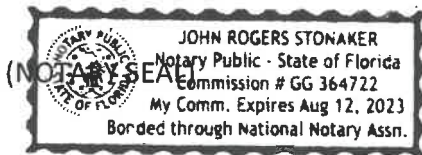
M. Kathy Simonelli
Print Name: M. Kathy Simonelli

By: Candice Smith
Print Name: Candice Smith
Title: Assistant Sec

John Stonaker
Print Name: John Stonaker

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 16th day of January, 2020, by
Candice Smith as Chairman of the Solterra Resort Community Development
District, who is personally known to me or has produced _____ as
identification. Assistant Secretary



John Stonaker
NOTARY PUBLIC, STATE OF FLORIDA

Name: John Stonaker
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

_____, 2020

Solterra Resort Community Development District
c/o Patricia Comings-Thibault, District Manager
Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280
Lake Mary, FL 32746

RE: Letter Agreement for Acquisition of Utilities Improvements – Solterra Phase 2B2

Dear Patricia,

Pursuant to the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated January 15, 2020 (together, “**Acquisition Agreement**”), you are hereby notified that Pulte Home Company, LLC (“**Developer**”) has completed and wishes to sell (“**Sale**”) to the Solterra Resort Community Development District (“**District**”) certain utilities improvements (“**Improvements**”), related to what is known as Solterra Phase 2B2, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from the Series 2018 Phase 2B Subaccount the lesser of \$551,748.46 or the remaining amounts available in the Series 2018 Phase 2B Subaccount. Of this amount, \$543,039.16 may be paid immediately, and the remaining \$8,709.30 may be paid upon proof of completion of the Improvements and proof of payment for the same.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Polk County all of the District’s rights, title and interest in the Improvements, including but not limited to completing any punch list items at the Developer’s expense, warranting any such Improvements to the extent required by Polk County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, and as noted above, certain amounts may still be owed to contractors in the approximate amount of at least \$8,709.30 (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, the Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys,

engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

PULTE HOME COMPANY, LLC, a Michigan limited liability company



Name: Doug Herfman
Title: VP OF LAND

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

_____, Board of Supervisors

engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

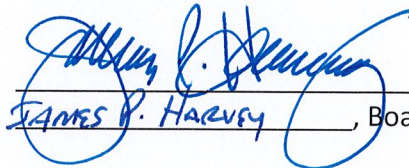
PULTE HOME COMPANY, LLC, a Michigan limited liability company . |

Name: _____

Title: _____

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**



JAMES P. HARVEY, Board of Supervisors

Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Potable Water	\$225,379.66	\$222,734.66	\$200,461.19	\$2,645.00	\$22,273.47
Reclaimed Water	\$126,910.00	\$124,410.00	\$111,969.00	\$2,500.00	\$12,441.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$176,305.05	\$3,564.30	\$19,589.45
TOTAL:	\$551,748.46	\$543,039.16	\$488,735.24	\$8,709.30	\$54,303.92

AFFIDAVIT REGARDING COSTS PAID
(SOLTERRA PHASE 2B2 – UTILITIES)

STATE OF Florida
COUNTY OF Seminole

I, Doug Hoffman of Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is Doug Hoffman and I am employed by Pulte as VP of Land Dev. I have authority to make this Affidavit on behalf of Pulte.
3. Pulte is the developer of certain lands within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pulte has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Pulte has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the approximate amount of at least **\$63,013.22** (balance to finish & retainage) and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

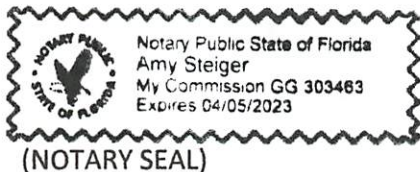
Executed this 10th day of April, 2020.

PULTE HOME COMPANY, LLC, a Michigan limited liability company


Name: Doug Hoffman
Title: VP of Land

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2020, by Doug Hoffman as VP of Land Development 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 PUBLIC, STATE OF FLORIDA
Name: Amy Steiger
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Potable Water	\$225,379.66	\$222,734.66	\$200,461.19	\$2,645.00	\$22,273.47
Reclaimed Water	\$126,910.00	\$124,410.00	\$111,969.00	\$2,500.00	\$12,441.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$176,305.05	\$3,564.30	\$19,589.45
TOTAL:	\$551,748.46	\$543,039.16	\$488,735.24	\$8,709.30	\$54,303.92

**ACKNOWLEDGMENT AND RELEASE
(SOLTERRA PHASE 2B2 – UTILITIES)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ____ day of _____, 2020, by **Jr. Davis Construction Co., Inc.**, having offices located at 210 S. Hoagland Boulevard, Kissimmee, Florida 34741 (“Contractor”), in favor of the **Solterra Resort Community Development District (“District”)**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement (“Contract”)* dated May 7, 2019, and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately \$63,013.22 (balance to finish & retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

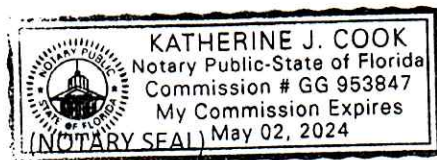
SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

JR. DAVIS CONSTRUCTION CO., INC.

Kristy Kelley
By: Kristy Kelley
Its: SECRETARY

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of April, 2020, by Kristy Kelley as Secretary of Jr. Davis Construction Co., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



K Cook
NOTARY PUBLIC, STATE OF FLORIDA
Name: Katherine Cook
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Potable Water	\$225,379.66	\$222,734.66	\$200,461.19	\$2,645.00	\$22,273.47
Reclaimed Water	\$126,910.00	\$124,410.00	\$111,969.00	\$2,500.00	\$12,441.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$176,305.05	\$3,564.30	\$19,589.45
TOTAL:	\$551,748.46	\$543,039.16	\$488,735.24	\$8,709.30	\$54,303.92

**CONSULTING ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B2 – UTILITIES)**

APRIL 9, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2B2

Ladies and Gentlemen:

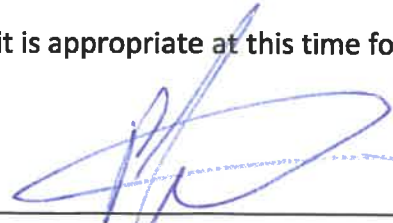
The undersigned, a representative of Heidt Design, LLC ("**Consulting Engineer**"), as engineer for Pulte Home Company, LLC ("**Developer**"), hereby makes the following certifications in connection with the Solterra Resort Community Development District's ("**District**") acquisition from Developer of utilities improvements within Solterra Phase 2B2 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, including the payment of One Hundred Dollars, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.



Boyan V. Pargov, PE

Heidt Design, LLC

Florida Registration No. 67706

Consulting Engineer

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of April, 2020, by Boyan V. Pargov as Consulting Engineer of Heidt Design, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Megan Russell-Bean

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Potable Water	\$225,379.66	\$222,734.66	\$200,461.19	\$2,645.00	\$22,273.47
Reclaimed Water	\$126,910.00	\$124,410.00	\$111,969.00	\$2,500.00	\$12,441.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$176,305.05	\$3,564.30	\$19,589.45
TOTAL:	\$551,748.46	\$543,039.16	\$488,735.24	\$8,709.30	\$54,303.92

DISTRICT ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B2 – UTILITIES)

April 15, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2B2

Ladies and Gentlemen:

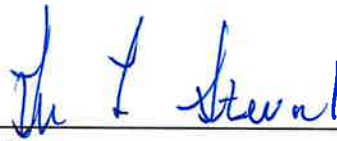
The undersigned is a representative of Stantec Consulting Services Inc. ("**District Engineer**"), as District Engineer for the Solterra Resort Community Development District ("**District**"). The District Engineer is not the Engineer of Record for the Improvements as defined below. Instead, the District Engineer, having prepared and administered the Engineer's Report (defined herein), does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of utilities improvements within Solterra Phase 2B2 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. For this, I have relied on certifications prepared by the Engineer of Record, Heidt Design, LLC ("**Consulting Engineer**"), who has designed, inspected and certified the Improvements.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid

by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.



Tonja Stewart, P.E.

Stantec Consulting Services Inc.

Florida Registration No. PE 47704

District Engineer

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2020, by Tonja L. Stewart as _____ of _____ a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Geri L. Reese
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG221471
Expires 5/23/2022

Name: Geri L. Reese

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish
Potable Water	\$225,379.66	\$222,734.66	\$2,645.00
Reclaimed Water	\$126,910.00	\$124,410.00	\$2,500.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$3,564.30
TOTAL:	\$551,748.46	\$543,039.16	\$8,709.30

GRAND TOTAL OF IMPROVEMENTS: \$551,748.46

**BILL OF SALE AND LIMITED ASSIGNMENT
(SOLTERRA PHASE 2B2 – UTILITIES)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this 10 day of April, 2020, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Solterra Resort Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "**Grantor**" and "**Grantee**" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida ("**Plat**").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All "Solterra Phase 2B2" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto (together "**Improvements**");¹ and

¹ Note that the Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

- b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
- c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC, a Michigan limited liability company

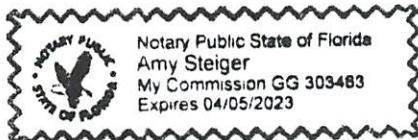
By: [Signature]
Name: Jennifer Hoffman
Title: Witness

[Signature]
Name: DOUG Hoffman
Title: VP of Land

By: [Signature]
Name: Amy Steiger
Title: Land Project Manager

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April, 2020, by Doug Hoffman as VP of Land Development 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]

NOTARY PUBLIC, STATE OF FLORIDA

Name: Amy Steiger
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B2

Utility Improvements – All “Solterra Phase 2B2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto. Note that the Utility Improvements do not include the Phase 2B1 utilities shown on the Utility Record Drawings.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Potable Water	\$225,379.66	\$222,734.66	\$200,461.19	\$2,645.00	\$22,273.47
Reclaimed Water	\$126,910.00	\$124,410.00	\$111,969.00	\$2,500.00	\$12,441.00
Sanitary Sewer	\$199,458.80	\$195,894.50	\$176,305.05	\$3,564.30	\$19,589.45
TOTAL:	\$551,748.46	\$543,039.16	\$488,735.24	\$8,709.30	\$54,303.92

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* whose mailing address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Polk County**, a political subdivision of the State of Florida ("**County**"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

All "Solterra Phase 2B2" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, equipment and appurtenances hereto, in each case located within or upon the right of ways designated as Tract A (and further designated as Oakmoss Loop, Red Oak Road, Oak Spring Lane and Oaks Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, and as further identified in the *Solterra Resort Phase 2B-1 and 2B-2 Construction Plan – Utility Record Drawings* prepared by Heidt Design, dated 11/25/2019 and attached hereto;²

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the District does hereby covenant to and with the County, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that District has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that District will warrant and defend the sale of its said personal

² Note that the property does not include the Phase 2B1 utilities shown on the Utility Record Drawings.

property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the District has caused this instrument to be executed in its name
this 9th day of APRIL, 2020.

Signed, sealed and delivered
in the presence of:

**SOLTERRA RESORT COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

Print Name: JARED LYBDEY

By: [Signature]

Print Name: JAMES P. HARVEY

Title: CHAIRMAN

Print Name: MATTHEW AFONSO

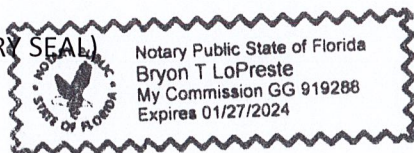
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 9th day of APRIL, 2020, by
JAMES P. HARVEY as Chairman of the Solterra Resort Community Development
District, who is personally known to me or has produced _____ as
identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: BRYON T. LOPRESTE

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT 10

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ACQUISITION OF CERTAIN PHASE 2B IMPROVEMENTS; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District which plan is detailed in the *Report of the District Engineer* dated September 11, 2018 ("**Capital Improvement Plan**," or "**CIP**"); and

WHEREAS, *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated January 15, 2020 with AK Oakmont LLC and Pulte Home Company, LLC (together, "**Developer**") which set forth the process by which the District may acquire the improvements and work product comprising the CIP; and

WHEREAS, the Developer has advanced, funded, commenced and completed certain improvements, specifically the roadway, drainage, hardscape and undergrounding of electric infrastructure ("**Phase 2B Improvements**") located within the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida, as further described as **Exhibit A**; and

WHEREAS, at this time, the Developer wishes to sell to the District, and the District desires to acquire, the Phase 2B Improvements, as further described in **Exhibit A**.

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

1. RECITALS. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

2. AUTHORIZATION FOR ACQUISITION OF PHASE 2B IMPROVEMENTS. The Board of Supervisors ("**Board**") hereby authorizes the acquisition of the Phase 2B Improvements, as described in **Exhibit A**, using the documents substantially in the forms set forth in **Comp. Exhibit B**.

3. GENERAL AUTHORIZATION. The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any

action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of MAY, 2020.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Description of Phase 2B Improvements
Comp. Exhibit B: Acquisition of Phase 2B Improvements

Exhibit A:
Description of Phase 2B Improvements

Contractor: Jr. Davis Construction Company, Inc.
Contract: *Contractor Agreement*, dated May 7, 2019
Pay Application #10, Dated March 31, 2020

Roadway Improvements – All roadway improvements including paving, curb, and gutter, all as located within the rights-of-way designated as Tract A (further designated as Oakmoss Loop, Red Oak Road and Oak Spring Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida and Tract A (further designated as Oak Spring Lane), identified in the proposed plat known as Solterra Phase 2B Replat, attached hereto as **Exhibit B**.

Drainage & Stormwater Improvements – Those drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract B-2 and within the easements labeled “Private Drainage and Access Easements” identified on the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Hardscape Improvements – Those certain retaining walls located within Tracts B-1, B-2, B-3, O-1 and P-2 and all “Wall and Access Easements,” identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Roadway Improvements	\$861,865.40	\$861,865.40	\$775,678.86	\$0.00	\$86,186.54
Drainage & Stormwater Improvements	\$518,983.11	\$518,983.11	\$467,084.80	\$0.00	\$51,898.31
Retaining Wall	\$43,035.00	\$43,035.00	\$39,637.50	\$0.00	\$3,397.50
Undergrounding of Electrical Improvements	\$46,883.00	\$46,883.00	\$42,194.70	\$0.00	\$4,688.30
TOTAL:	\$1,470,766.51	\$1,470,766.51	\$1,324,595.86	\$0.00	\$146,170.65

[CONTINUED ON FOLLOWING PAGE]

Contract: *Second Amendment to Agreement of Sale and Purchase of Real Property (Solterra/Oakmont – Pulte) (Phase 2 TH Parcel and Phase 2B STR Parcel)* dated April 20, 2019

Drainage & Stormwater Improvements – Those drainage improvements identified as Exhibit F to the *Second Amendment to Agreement of Sale and Purchase of Real Property (Solterra/Oakmont – Pulte) (Phase 2 TH Parcel and Phase 2B STR Parcel)* dated April 20, 2019.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Drainage & Stormwater Improvements	\$59,767.00	\$59,767.00	\$59,767.00	\$0.00	\$0.00
TOTAL:	\$59,767.00	\$59,767.00	\$59,767.00	\$0.00	\$0.00

Exhibit B:

Forms of Acquisition of Phase 2B Improvements

**BILL OF SALE AND LIMITED ASSIGNMENT
(SOLTERRA PHASE 2B IMPROVEMENTS)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2020, by and between **AK Oakmont LLC**, a Florida limited liability company, whose mailing address is 101 NE 1 Street, Delray Beach, Florida 33444 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida ("**Plat**").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

- a. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements, work product and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. Drainage & Stormwater Improvements – Those stormwater and drainage improvements identified as Exhibit F to the *Second Amendment to Agreement of Sale and Purchase of Real Property (Solterra/Oakmont – Pulte) (Phase 2 TH Parcel and Phase 2B STR Parcel)* dated April 20, 2019; and
 - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
 - c. All goodwill associated with the foregoing.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the

Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

AK OAKMONT LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of AK Oakmont LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

_____, 2020

Solterra Resort Community Development District
c/o Patricia Comings-Thibault, District Manager
Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280
Lake Mary, FL 32746

RE: Letter Agreement for Acquisition of Solterra Phase 2B Improvements

Dear Patricia,

Pursuant to the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated January 15, 2020 (together, "**Acquisition Agreement**"), you are hereby notified that Pulte Home Company, LLC ("**Developer**") has completed and wishes to sell ("**Sale**") to the Solterra Resort Community Development District ("**District**") certain roadway, drainage and hardscape improvements ("**Improvements**") related to what is known as Solterra Phase 2B, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from the Series 2018 Phase 2B Subaccount the lesser of \$1,530,533.51 or the remaining amounts available in the Series 2018 Phase 2B Subaccount. Of this amount, \$1,384,362.86 may be paid immediately, and the remaining \$146,170.65 (retainage) may be paid upon proof of payment for the same.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors in the approximate amount of at least \$146,170.65 (retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, the Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

[CONTINUED ON NEXT PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Name: _____
Title: _____

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

_____, Board of Supervisors

Exhibit A
Description of Improvements

Contractor: Jr. Davis Construction Company, Inc.

Contract: Contractor Agreement, dated May 7, 2019

Pay Application #10, Dated March 31, 2020

Roadway Improvements – All roadway improvements including paving, curb, and gutter, all as located within the rights-of-way designated as Tract A (further designated as Oakmoss Loop, Red Oak Road and Oak Spring Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida and Tract A (further designated as Oak Spring Lane), identified in the proposed plat known as Solterra Phase 2B Replat, attached hereto as **Exhibit B**.

Drainage & Stormwater Improvements – Those drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract B-2 and within the easements labeled “Private Drainage and Access Easements” identified on the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Hardscape Improvements – Those certain retaining walls located within Tracts B-1, B-2, B-3, O-1 and P-2 and all “Wall and Access Easements,” identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Roadway Improvements	\$861,865.40	\$861,865.40	\$775,678.86	\$0.00	\$86,186.54
Drainage & Stormwater Improvements	\$518,983.11	\$518,983.11	\$467,084.80	\$0.00	\$51,898.31
Retaining Wall	\$43,035.00	\$43,035.00	\$39,637.50	\$0.00	\$3,397.50
Undergrounding of Electrical Improvements	\$46,883.00	\$46,883.00	\$42,194.70	\$0.00	\$4,688.30
TOTAL:	\$1,470,766.51	\$1,470,766.51	\$1,324,595.86	\$0.00	\$146,170.65

[CONTINUED ON FOLLOWING PAGE]

Contract: *Second Amendment to Agreement of Sale and Purchase of Real Property (Solterra/Oakmont – Pulte) (Phase 2 TH Parcel and Phase 2B STR Parcel)* dated April 20, 2019

Drainage & Stormwater Improvements – Those drainage improvements identified as Exhibit F to the *Second Amendment to Agreement of Sale and Purchase of Real Property (Solterra/Oakmont – Pulte) (Phase 2 TH Parcel and Phase 2B STR Parcel)* dated April 20, 2019.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Drainage & Stormwater Improvements	\$59,767.00	\$59,767.00	\$59,767.00	\$0.00	\$0.00
TOTAL:	\$59,767.00	\$59,767.00	\$59,767.00	\$0.00	\$0.00

GRAND TOTALS

Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
\$1,530,533.51	\$1,530,533.51	\$1,384,362.86	\$0.00	\$146,170.65

AFFIDAVIT REGARDING COSTS PAID
(SOLTERRA PHASE 2B IMPROVEMENTS)

STATE OF _____
COUNTY OF _____

I, _____, of Pulte Home Company, LLC, a Michigan limited liability company ("**Pulte**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is _____ and I am employed by Pulte as _____. I have authority to make this Affidavit on behalf of Pulte.
3. Pulte is the developer of certain lands within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pulte has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Pulte has spent on those improvements and work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the approximate amount of at least **\$146,170.65** (retainage) and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 2020.

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ 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 PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

**CONSULTING ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B IMPROVEMENTS)**

_____, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Solterra Phase 2B Improvements

Ladies and Gentlemen:

The undersigned, a representative of Heidt Design, LLC ("**Consulting Engineer**"), as engineer for Pulte Home Company, LLC ("**Developer**"), hereby makes the following certifications in connection with the Solterra Resort Community Development District's ("**District**") acquisition from Developer of improvements ("**Improvements**") within Solterra Phase 2B, as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Boyan V. Pargov, PE
Heidt Design, LLC
Florida Registration No. _____
Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Boyan V. Pargov, P.E., as _____ of Heidt Design, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

**DISTRICT ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2B IMPROVEMENTS)**

_____, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Solterra Phase 2B Improvements

Ladies and Gentlemen:

The undersigned is a representative of Stantec Consulting Services Inc. ("**District Engineer**"), as District Engineer for the Solterra Resort Community Development District ("**District**"). The District Engineer is not the Engineer of Record for the Improvements as defined below. Instead, the District Engineer, having prepared and administered the Engineer's Report (defined herein), does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") of certain improvements ("**Improvements**") within Solterra Phase 2B, as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. For this, I have relied on certifications prepared by the Engineer of Record, Heidt Design, LLC ("**Consulting Engineer**"), who has designed, inspected and certified the Improvements.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid

by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Tonja Stewart, P.E.
Stantec Consulting Services Inc.
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Tonja Stewart as _____ of Stantec Consulting Services, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

**ACKNOWLEDGMENT AND RELEASE
(SOLTERRA PHASE 2B – IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ____ day of _____, 2020, by **Jr. Davis Construction Co., Inc.**, having offices located at 210 S. Hoagland Boulevard, Kissimmee, Florida 34741 (“**Contractor**”), in favor of the **Solterra Resort Community Development District (“District”)**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain agreement *Work Order Agreement* (“**Contract**”) dated May 7, 2019, and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately **\$146,170.65** (retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

JR. DAVIS CONSTRUCTION CO., INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of Jr. Davis Construction Co., Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A
Description of Improvements
Solterra Phase 2B

Contractor: Jr. Davis Construction Company, Inc.

Contract: Contractor Agreement, dated May 7, 2019

Pay Application #10, Dated March 31, 2020

Roadway Improvements – All roadway improvements including paving, curb, and gutter, all as located within the rights-of-way designated as Tract A (further designated as Oakmoss Loop, Red Oak Road and Oak Spring Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida and Tract A (further designated as Oak Spring Lane), identified in the proposed plat known as Solterra Phase 2B Replat, attached hereto as **Exhibit B**.

Drainage & Stormwater Improvements – Those drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract B-2 and within the easements labeled “Private Drainage and Access Easements” identified on the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Hardscape Improvements – Those certain retaining walls located within Tracts B-1, B-2, B-3, O-1 and P-2 and all “Wall and Access Easements,” identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

Improvement	Total Amount	Amount of Work Completed/ Billed to Date	Amount Paid Out	Amount of Work to Be Billed	Retainage Held
Roadway Improvements	\$861,865.40	\$861,865.40	\$775,678.86	\$0.00	\$86,186.54
Drainage & Stormwater Improvements	\$518,983.11	\$518,983.11	\$467,084.80	\$0.00	\$51,898.31
Retaining Wall	\$43,035.00	\$43,035.00	\$39,637.50	\$0.00	\$3,397.50
Undergrounding of Electrical Improvements	\$46,883.00	\$46,883.00	\$42,194.70	\$0.00	\$4,688.30
TOTAL:	\$1,470,766.51	\$1,470,766.51	\$1,324,595.86	\$0.00	\$146,170.65

**BILL OF SALE AND LIMITED ASSIGNMENT
(SOLTERRA PHASE 2B IMPROVEMENTS)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2020, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Solterra Resort Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of Solterra Phase 2B, recorded in Plat Book 173, Page 38, of the Official Records of Polk County, Florida ("**Plat**").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements, work product and other property interests as described below to have and to hold for Grantee's own use and benefit forever:

- a) All roadway improvements including paving, curb, and gutter, all as located within the rights-of-way designated as Tract A (further designated as Oakmoss Loop, Red Oak Road and Oak Spring Lane), identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida and Tract A (further designated as Oak Spring Lane), identified in the proposed plat known as Solterra Phase 2B Replat, attached hereto as **Exhibit B ("Roadway Improvements")**; and
- b) Those drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract B-2 and within the easements labeled "Private Drainage and Access Easements" identified on the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida ("**Stormwater Improvements**"); and

- c) Those certain retaining walls located within Tracts B-1, B-2, B-3, O-1 and P-2 and all “Wall and Access Easements,” identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida (“**Hardscape Improvements**”, and together with Roadway Improvements and Stormwater Improvements, “**Improvements**”); and
- d) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
- e) All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____ as _____ 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)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the _____ day of _____, 2020, by and between **Pulte Home Company, LLC**, a Michigan limited liability company ("**Grantor**"), whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811, and **Solterra Resort Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Tracts A (rights-of-way designated as Oakmoss Loop, Red Oak Road and Oak Spring Lane), B-1, B-3, O-1, P-1 and P-2 (Landscape, Hardscape, Sign, Parking & Utility Easement) identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property conveyed hereby, (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, a portion of which shall be conveyed upon completion by separate instrument and which improvements shall not be deemed to be owned by Grantee until such separate conveyance, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ 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 PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by, and
upon recording, should be returned to:

Jason Walters
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

NON-EXCLUSIVE PERPETUAL EASEMENT AGREEMENT
(PHASE 2B)

This Non-Exclusive Perpetual Easement Agreement ("**Easement Agreement**") is made and entered into this _____ day of _____, 2020, by and between:

AK Oakmont LLC, a Florida limited liability company, and whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**AK Oakmont**"); and

Pulte Home Company, LLC, a Michigan limited liability company, whose mailing address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Pulte**", and together with AK Oakmont, "**Grantor**"); and

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, whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**" or "**Grantee**," and together with the Grantor, "**Parties**").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH

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

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, and recreational facilities and uses within the boundaries of the District; and

WHEREAS, the District has constructed certain roadway improvements, drainage improvements and stormwater facilities (collectively, "**Improvements**"), and desires to maintain the same; and

WHEREAS, Grantor desires to assign, grant, and convey, as appropriate, to Grantee a perpetual, non-exclusive easement over, under, and across certain areas as identified herein, for purposes of the construction, installation, repair, reconstruction, use, maintenance, and operation thereof by the District of the Improvements, all on the terms and subject to the conditions set forth below; and

WHEREAS, Grantor and Grantee acknowledge that use of the Easement (defined herein) is necessary for Grantee to carry out its essential purpose.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT; OPERATION AND MAINTENANCE. To the extent of their respective interests, if any, Grantor hereby assigns and grants to the District, its successors, and assigns, in perpetuity, a non-exclusive, perpetual easement ("**Easement**") over, under, and across Tract A and all "Private Drainage and Access Easements" and "Wall and Access Easements", identified in the plat known as Solterra Phase 2B, recorded in Plat Book 173, Page 338, of the Official Records of Polk County, Florida ("**Easement Areas**"). The purpose of the Easement is for ingress and egress by the District and for the District to access and/or otherwise construct, install, repair, reconstruct, use, maintain, and operate the District's Improvements in the Easement Areas. The District agrees to operate and maintain the Improvements consistent with industry standards and the requirements of all applicable permits, approvals, and laws.

3. DAMAGE.

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the Improvements located within the Easement Areas, or causes damage to Grantor's other property or any Improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the Improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Areas or any Improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that Grantor, its respective employees, agents, or contractors, cause damage to the Improvements located within the Easement Areas, Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30)

days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

4. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which interfere with, the rights herein accorded to the Grantee.

5. DEFAULT. A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief, and/or specific performance.

6. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement ("**Notice**" or "**Notices**") shall be effective and valid only if in writing, signed by the party giving notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows:

A. To AK Oakmont: AK Oakmont LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attn: _____

B. To Pulte: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: _____

C. To the District: Solterra Resort Community Development District
c/o Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Jere Earlywine

Except as otherwise provided in this Easement 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 Easement Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

7. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement 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 Easement Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

8. ASSIGNMENT. Neither party hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

9. CONTROLLING LAW AND VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

10. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District in connection with this Easement Agreement may be public records, and, accordingly, the Grantor agrees to comply with all applicable provisions of Florida law in handling such public records.

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

12. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

13. 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 Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

16. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Easement Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Easement Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

AK OAKMONT LLC

Printed Name:_____

By:_____

Name: _____

Title: _____

Printed Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of AK Oakmont LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO NON-EXCLUSIVE PERPETUAL EASEMENT]

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2020, by
_____ as _____ 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)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO NON-EXCLUSIVE PERPETUAL EASEMENT]

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2020, by
_____ as _____ of the Solterra Resort Community
Development District, who is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT 11

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ACQUISITION OF CERTAIN PHASE 2D2 UTILITIES AND CONVEYANCE OF THE PHASE 2D2 UTILITIES TO POLK COUNTY, FLORIDA; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District which plan is detailed in the *Report of the District Engineer* dated September 11, 2018 ("**Capital Improvement Plan**," or "**CIP**"); and

WHEREAS, *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018, as amended by the *First Amendment to the Acquisition Agreement (2018 Bonds)*, dated January 15, 2020 with AK Oakmont LLC (together, "**Developer**") which set forth the process by which the District may acquire the improvements and work product comprising the CIP; and

WHEREAS, the Developer has advanced, funded, commenced and completed certain improvements, specifically the utilities improvements ("**Phase 2D2 Utilities**") located within the plat known as Solterra Phase 2D, as recorded in Plat Book 177, Pages 17 – 24, of the Official Records of Polk County, Florida, as further described as **Exhibit A**; and

WHEREAS, at this time, the Developer wishes to sell to the District, and the District desires to acquire, the Phase 2D2 Utilities, and subsequently convey the Phase 2B2 Utilities to Polk County, Florida ("**County**").

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

1. RECITALS. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

2. AUTHORIZATION FOR ACQUISITION AND CONVEYANCE OF PHASE 2D2 UTILITIES. The Board of Supervisors ("**Board**") hereby authorizes the acquisition of the Phase 2D2 Utilities, as described in **Exhibit A**, and the subsequent conveyance of the Phase 2D2 Utilities to the County, using the documents substantially in the forms set forth in **Comp. Exhibit B**.

3. GENERAL AUTHORIZATION. The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with

the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of MAY, 2020.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Description of Phase 2D2 Utilities

Comp. Exhibit B: Form of Documents - Acquisition and Conveyance of Phase 2D2 Utilities

Exhibit A:
Description of Phase 2D2 Utilities

All "Solterra Phase 2D2" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment and appurtenances hereto, in each case located within or upon the rights-of-way designated as Tract A (and further designated as Oak Reflection Loop and Teak Follow Boulevard), identified in the plat known as Solterra Phase 2D, recorded in Plat Book 177, Page 17, of the Official Records of Polk County, Florida, and further identified in **Exhibit B** attached hereto.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish (Retainage)
Wastewater	\$103,053.40	\$92,748.06	\$10,305.34
Potable Water	\$110,417.72	\$99,375.95	\$11,041.77
Reclaimed Water	\$82,030.05	\$73,827.04	\$8,203.01
TOTAL:	\$295,501.17	\$265,951.05	\$29,550.12

Comp. Exhibit B:

Form of Documents - Acquisition and Conveyance of Phase 2D2 Utilities

_____, 2020

Solterra Resort Community Development District
c/o Patricia Comings-Thibault, District Manager
Development Planning & Financing Group, Inc.
250 International Parkway, Suite 280
Lake Mary, FL 32746

RE: Letter Agreement for Acquisition of Utilities Improvements –
Solterra Phase 2D2

Dear Patricia,

Pursuant to the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018 (“**Acquisition Agreement**”), you are hereby notified that AK Oakmont LLC (“**Developer**”) has completed and wishes to sell (“**Sale**”) to the Solterra Resort Community Development District (“**District**”) certain utilities improvements (“**Improvements**”), related to what is known as Solterra Phase 2D2, and all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from the available proceeds of the District’s Series 2018 Bonds, if any, the lesser of **\$295,501.71** or the remaining amounts available in the construction fund. Of this amount, **\$265,951.05** may be paid immediately, and the remaining **\$29,550.12** may be paid upon proof of completion of the Improvements and proof of payment for the same. To the extent the proceeds of the District’s Series 2018 Bonds have been expended, the District may accept a contribution in lieu of assessments pursuant to the *Second Supplemental Assessment Methodology Report*, dated September 20, 2018, which was adopted by Resolution 2018-13.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Polk County all of the District’s rights, title and interest in the Improvements, including but not limited to completing any punch list items at the Developer’s expense, warranting any such Improvements to the extent required by Polk County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors in the approximate amount of at least **\$29,550.12** (retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, the Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development

drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

AK OAKMONT LLC, a Florida limited liability company

Name: _____

Title: _____

Agreed to by:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

_____, Board of Supervisors

Exhibit A
Description of Improvements
Solterra Phase 2D2

All “Solterra Phase 2D2” wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment and appurtenances hereto, in each case located within or upon the rights-of-way designated as Tract A (and further designated as Oak Reflection Loop and Teak Follow Boulevard), identified in the plat known as Solterra Phase 2D, recorded in Plat Book 177, Page 17, of the Official Records of Polk County, Florida, and further identified in **Exhibit B** attached hereto.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish (Retainage)
Wastewater	\$103,053.40	\$92,748.06	\$10,305.34
Potable Water	\$110,417.72	\$99,375.95	\$11,041.77
Reclaimed Water	\$82,030.05	\$73,827.04	\$8,203.01
TOTAL:	\$295,501.17	\$265,951.05	\$29,550.12

AFFIDAVIT REGARDING COSTS PAID
(SOLTERRA PHASE 2D2 – UTILITIES)

STATE OF _____
COUNTY OF _____

I, _____, of AK Oakmont LLC, a Florida limited liability company ("**AK Oakmont**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is _____ and I am employed by AK Oakmont as _____. I have authority to make this Affidavit on behalf of AK Oakmont.
3. AK Oakmont is the developer of certain lands within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. AK Oakmont has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that AK Oakmont has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the approximate amount of at least **\$29,550.12** (retainage) and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 2020.

AK OAKMONT LLC, a Florida limited liability company

Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____ as _____ of AK Oakmont LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

**CONSULTING ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2D2 – UTILITIES)**

_____, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2D2

Ladies and Gentlemen:

The undersigned, a representative of Heidt Design, LLC ("**Consulting Engineer**"), as engineer for AK Oakmont LLC ("**Developer**"), hereby makes the following certifications in connection with the Solterra Resort Community Development District's ("**District**") acquisition from Developer of utilities improvements within Solterra Phase 2D2 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
3. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Boyan V. Pargov, PE
Heidt Design, LLC
Florida Registration No. _____
Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of Heidt Design, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**DISTRICT ENGINEER'S CERTIFICATE
(SOLTERRA PHASE 2D2 – UTILITIES)**

_____, 2020

Board of Supervisors
Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Utilities Improvements – Solterra Phase 2D2

Ladies and Gentlemen:

The undersigned is a representative of Stantec Consulting Services Inc. ("**District Engineer**"), as District Engineer for the Solterra Resort Community Development District ("**District**"). The District Engineer is not the Engineer of Record for the Improvements as defined below. Instead, the District Engineer, having prepared and administered the Engineer's Report (defined herein), does hereby make the following certifications in connection with the District's acquisition from AK Oakmont LLC ("**Developer**") of utilities improvements within Solterra Phase 2D2 ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in those certain bills of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Report of the District Engineer* dated September 11, 2018, as amended and/or supplemented from time to time ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. For this, I have relied on certifications prepared by the Engineer of Record, Heidt Design, LLC ("**Consulting Engineer**"), who has designed, inspected and certified the Improvements.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid

by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Tonja Stewart, P.E.
Stantec Consulting Services Inc.
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of Stantec Consulting Services, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**ACKNOWLEDGMENT AND RELEASE
(SOLTERRA PHASE 2D2 – UTILITIES)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ____ day of _____, 2020, by **Jr. Davis Construction Co., Inc.**, having offices located at 210 S. Hoagland Boulevard, Kissimmee, Florida 34741 (**“Contractor”**), in favor of the **Solterra Resort Community Development District (“District”)**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain agreement (**“Contract”**) dated January 23, 2019, and between Contractor and AK Oakmont LLC, a Florida limited liability company (**“Developer”**), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately **\$29,550.12** (retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

JR. DAVIS CONSTRUCTION CO., INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of Jr. Davis Construction Co., Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**BILL OF SALE AND LIMITED ASSIGNMENT
(SOLTERRA PHASE 2D2 – UTILITIES)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2020, by and between **AK Oakmont LLC**, a Florida limited liability company, whose address for purposes hereof is 101 NE 1 Street, Delray Beach, Florida 33444 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Solterra Resort Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of Solterra Phase 2D, recorded in Plat Book 177, Page 17, of the Official Records of Polk County, Florida.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All "Solterra Phase 2D2" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment and appurtenances hereto, in each case located within or upon the rights-of-way designated as Tract A (and further designated as Oak Reflection Loop and Teak Follow Boulevard), identified in the plat known as Solterra Phase 2D, recorded in Plat Book 177, Page 17, of the Official Records of Polk County, Florida ("**Improvements**") and further identified on **Exhibit A** attached hereto; and
 - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
 - c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

AK OAKMONT LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____ as _____ of AK Oakmont LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* whose mailing address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Polk County**, a political subdivision of the State of Florida ("**County**"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

All "Solterra Phase 2D2" wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment and appurtenances hereto, in each case located within or upon the rights-of-way designated as Tract A (and further designated as Oak Reflection Loop and Teak Follow Boulevard), identified in the plat known as Solterra Phase 2D, recorded in Plat Book 177, Page 17, of the Official Records of Polk County, Florida, and further identified on **Exhibit A** attached hereto.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the District does hereby covenant to and with the County, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that District has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that District will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the District has caused this instrument to be executed in its name
this ____ day of _____, 2020.

Signed, sealed and delivered
in the presence of:

**SOLTERRA RESORT COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2020, by
_____ as Chairman of the Solterra Resort Community Development
District, who is personally known to me or has produced _____ as
identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT 12

FORM 1**STATEMENT OF
FINANCIAL INTERESTS****2019**Please print or type your name, mailing
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE****** THIS SECTION MUST BE COMPLETED ********DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2019.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

☐ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ☐ **DOLLAR VALUE THRESHOLDS****PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For **elected municipal officers** required to complete annual ethics training pursuant to section 112.3142, F.S.



I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2019.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc.; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2019.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Percentage Thresholds Instructions.)

EXHIBIT 13



Quote #: Q-06388-3
 Date: 2/4/2020
 Expires On: 3/5/2020

Envera Systems

Next Generation Security
 4171 W Hillsboro Blvd Ste 7
 Coconut Creek, FL 33073
 Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for

Solterra Resort
 5200 Solterra blvd
 Davenport, FL 33837

SECURITY CONSULTANT	PHONE	EMAIL
Darrell Schletter	+1 4075876896	dschletter@enverasystems.com

INSTALLATION INVESTMENT

Entrance - Add Driver's License Scanner

QTY	PRODUCT	INSTALL INVESTMENT
1	Desktop Driver's License Scanner for Guard Module Software	
Entrance - Add Driver's License Scanner TOTAL:		\$72.00

Installation Investment Total: \$72.00

THIRD PARTY FINANCING OPTIONS

24 Months (1%)	36 Months (2%)	48 Months (3%)	60 Months (4%)	72 Months (5%)
\$3.03	\$2.06	\$1.59	\$1.33	\$1.16

- Finance Options Based on Credit Rating A
- \$150 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Tandem Financing
- Finance Application can be found at enverasystems.com/financing

MONTHLY INVESTMENT

Entrance - Add Driver's License Scanner

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$9.77	\$9.77
Entrance - Add Driver's License Scanner TOTAL:			\$9.77

Monthly Investment Total: \$9.77

Service & Maintenance Plan

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warranted for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
 - Envera will perform system checks of all cameras on a daily basis.
 - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
 - Envera will perform a full system check whenever a technician is onsite.
 - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

Terms & Conditions

- Community will be responsible for all required internet lines with minimum of 5MB upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
 - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
 - Installation of the equipment will take approximately six weeks to complete and fully test
 - Envera's Implementation Team will provide a resident orientation session
 - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
 - After the soft opening period expires, all guests will be verified before being granted entry into the community
 - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. Envera will give an additional 3% discount on installation if 100% of installation is paid within 7 days of signing. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.

EXHIBIT 14

What Cintas will Bring to the Table



Commercial Only Accounts

100 percent commercial business only
 Built to handle 7,000 to 70,000 of more of cleanable surface
 Flexible and overnight scheduling due to commercial only business

Safety

Committed to the safety of partners, customers and customer's property
 Supply all ramps, cones, corner rails, caution signs

Trained Technicians

40 hour bootcamp training
 Knowledge testing and hands on proficiency testing along with a comprehensive final exam
 Clean our facilities before they are allowed to service customers
 All technicians are employees of Cintas
 All technicians go through a meticulous hiring
 All technicians are DOT medically certified
 All technicians are background check and drug screen

Service Guarantee

We offer in writing our Service Guarantee, ensuring the highest quality of service at all time

Insurance

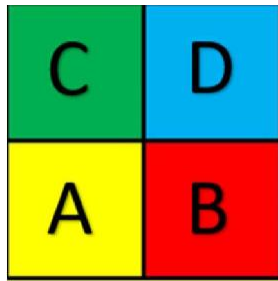
We offer customer the ability to be added as an additional insure to our insurance rider

Cintas Scope of Work – Sanitation Spray Service

A. Application instructions for spraying areas identified by customer

1. Partner should check/verify their PPE. Partner may switch their PPE from safety goggles (after mixing the chemical) to safety glasses for the service.
2. If customer is available, verify with the customer that he or she has moved or covered sensitive items prior to starting the service.
3. Verify that adequate ventilation exists.
4. If possible, inform customer that you are about to proceed with service and that customer needs to control access to all areas that are going to be subject to application of sanitizer.
5. Use a backpack sprayer with a mister tip or equivalent. to spray sanitizer on hard, nonporous surfaces and touchpoints identified by the customer
 - a. Stand 3 feet away from each surface the sanitizer is applied on and ensure spray is coming out in a fine mist.

- b. Avoid breathing the mist.
 - c. Apply sanitizer until the surfaces are visibly wet.
6. Working in a counter-clockwise direction, work your way around the room spraying the customer-identified surfaces and touchpoints with the backpack in a slow and deliberate manner. All customer-identified surfaces should be wet after application is complete.
- a. If more than 1 partner is applying sanitizer in each room, divide the room up into as many zones as there are partners. Each partner needs to apply sanitizer in the same direction of the other partners and all should finish their zones before they move to the next area where sanitizer is applied.
 - b. Example below: Partner 1 would apply sanitizer in Zones A and C, Partner 2 would apply sanitizer in Zones B and D.



- c. Pace of the service should be approximately 300 (30 x 10 Room)-350 sq. ft. per minute for application of sanitizer
7. Use handheld trigger sprayers with a microfiber towel for any hard to reach or sensitive areas where you need more control than backpack will allow.
- a. These areas could include drywall, wood, or painted surfaces.
 - b. Spray the chemical into the microfiber towel and wipe down these touchpoints.
 - c. All surfaces must be visibly wet when sanitizer is applied.
8. Follow the label instructions for appropriate dwell time.
- a. Allow a contact time of at least 1 minute. Customer should allow surfaces to drain thoroughly and air dry before resuming operation. Do not rinse.
9. Wipe down any overspray as needed.
10. After entire service or areas in the same vicinity are completed, do a complete walk through to verify that sanitizer was applied to areas requested from the customer.

Sanitization Pricing

Area	Pricing
Main Clubhouse	\$125.00 per service
Kitchen	\$73.50 per service
Gym	\$100 per service
Pool Surrounding Area	\$51.50 per service
Pool Restrooms Ultraclean	\$135.00
Gym Restrooms Ultraclean	\$161.00

EXHIBIT 15



Proposal #62909

Date: 05/06/2020

From: Dana Bryant

Proposal For

DPFG

250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Solterra CDD: Subcontract Arbor (FL)

Terms: Net 30

ITEM DESCRIPTION	AMOUNT

Arbor

Client Notes

SUBTOTAL	\$650.00
SALES TAX	\$0.00
TOTAL	\$650.00

Signature

x

[Handwritten Signature]

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 charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant
danabryant@yellowstonelandscape.com



Proposal #60251
Date: 04/21/2020
From: Michael Smith

Proposal For

DPFG
250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Hunter decoders out of warranty

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Irrigation Labor	3.00	\$60.98	\$182.93
1 station decoder	3.00	\$252.50	\$757.50

Client Notes

Replace 3 decoder not working and out of warranty.

Signature
x 

SUBTOTAL \$940.43

SALES TAX \$0.00

TOTAL \$940.43

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 charge 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

Michael Smith

Office:

mdsmith@yellowstonelandscape.com



Proposal #62909

Date: 05/11/2020

From: Dana Bryant

Proposal For

DPGF

250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Solterra CDD: Quarterly Date Palm Injections W/fertilizer and Queen
Palm Fertilizer

Terms: Net 30

ITEM DESCRIPTION	AMOUNT

Arbor

Client Notes

Signature

x *Patricia Comings-Thibault*

SUBTOTAL \$750.00

SALES TAX \$0.00

TOTAL \$750.00

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 charge 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



YELLOWSTONE
LANDSCAPE

Proposal #60710

Date: 04/23/2020

From: Michael Smith

Proposal For

DPFG

250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Replace 12 station timer at Misty Oak park

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Irrigation Labor	4.00	\$60.98	\$243.90
12 station irrigation timer	1.00	\$437.50	\$437.50

Client Notes

Replace 12 station irrigation timer located at Misty Oak park.

SUBTOTAL \$681.40

Signature

SALES TAX \$0.00

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 charge 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

Michael Smith

Office:

mdsmith@yellowstonelandscape.com