SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Friday
February 2, 2024
10:00 a.m.

Location:
Solterra Resort Amenity Center
5200 Solterra Blvd.,
Davenport, FL 33837

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

Solterra Resort Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Solterra Resort Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District is scheduled for **Friday, February 2, 2024** at **10:00 a.m.** at **Solterra Resort Amenity Center – 5200 Solterra Blvd., Davenport, FL 33837.**

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

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 or kdarin@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle T. Darin

Kyle T. Darin
District Manager

Cc: Attorney
Engineer
District Records

SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Friday, February 2, 2024
Time: 10:00 a.m.
Location: Solterra Resort Amenity Center
5200 Solterra Boulevard
Davenport, Florida 33837

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

Agenda

*The full draft agenda packet will be posted to the CDD website under **Meeting Documents** when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing sconley@vestapropertyservices.com*

I. Roll Call

Karan Wienker (1-C) Sharon Harley (2) Connie Osner (3)
Bobby Voisard (4) Ariane Casanova (5-VC)

II. Audience Comments – *Agenda Items and New Business*

Public Conduct Notice:

- Members of the public are provided the opportunity for public comment at specific times during the meeting.
- Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers.
- Speakers shall refrain from disorderly conduct, including launching personal attacks.
- The Presiding Officer and District Manager shall have the discretion to remove any speaker that disregards the District's public decorum policies.
- Public comments are not a Q&A session; Board Supervisors and District staff are not expected to respond to questions during the public comment period.

III. Business Items

A. Vendor Reports

1. Aquatic Maintenance – *Steadfast Environmental* Exhibit 1
   a. Consideration of Proposal to Excavate and Flush Drain at Pond 1 - $4,206.00
2. Amenity Manager – *Jayme Biggs, Vesta Property Services* Exhibit 2
   a. Consideration of TPG Lighting Permanent Tree Wrap Proposal Exhibit 3
   b. Consideration of Exercise System Elliptical Proposal Options Exhibit 4
      i. Purchase New
      ii. Purchase Refurbished
      iii. Repair Existing

III. Business Items (Continued)

A. Vendor Reports (Continued)

2. Amenity Manager (Continued)

c. Consideration of Pool and Cabana Furniture Quotes — Exhibit 5

i. Admiral – Pool: $50,706.25 / Cabana: $12,463.40

ii. LC Furniture - Pool: $53,125.00 / Cabana: $16,500.00

iii. Minoan - Pool: $32,900.00

iv. Texacraft - Pool: $43,375.00 / Cabana: $17,790.00

ci. Consideration of Westbrook Pool Heater Preventative Maintenance Proposal — Exhibit 6

3. Café Management – *Irma Crespo, Evergreen Lifestyles Management*

4. HOA Management – *Joe Bullins, Artemis Lifestyles Services*

5. Landscape Maintenance – *Vicky Alvarez, Yellowstone Landscape*

a. Consideration of Oakmoss Loop Easement Re-sod Proposals — Exhibit 7

i. Bahia - $4,268.59

ii. St. Augustine - $5,616.59

b. Consideration of Oakmoss Loop Easement Irrigation Proposal -$1,938.58 — Exhibit 8

6. Security Management – *Zuleika Fernandez, Florida Training & Investigations LLC (FTI)*

B. Consideration of Perkowski Request for License Agreement Regarding the Use of Certain District Property April 18, 2024 through May 1, 2024 — Exhibit 9

C. Discussion on Community Signs – *Previously Presented* — Exhibit 10

D. Consideration of Acorn Court Gate Repair Proposals – *Previously Presented* — Exhibit 11

1. All-Rite Fence Services - $17,570.00

2. Fence Depot Supply - $14,500.00

3. Premier Engineering - $30,555.00

IV. Staff Reports

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

1. Discussion on Supervisor Feedback Regarding District Management Services — Exhibit 12

2. Consideration of Café RFP Responses — *Under Separate Cover*

IV. Staff Reports (Continued)

B. District Engineer – *Greg Woodcock, Stantec*

1. Discussion on Amenity Center Parking Lot Options — Exhibit 13
   a. One ADA-Compliant Space
   b. Three ADA-Compliant Spaces
2. Consideration of District Engineer Change Order — Exhibit 14

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

V. Consent Agenda

A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held January 5, 2024 — Exhibit 15

B. Consideration and Acceptance of the December 2023 Unaudited Financial Report — Exhibit 16

C. Ratification of Proposals — Exhibit 17

1. Motion Picture Licensing Corporation Umbrella License Agreement - $1,629.00
2. Spies Proposal for Pool Recirculation Pump Motor, Shaft Seal & Sleeve - $3,850.00
3. Spies Pool Filter Grid Replacement - $2,295.00
4. Yellowstone October – December 2023 Irrigation Repairs - $4,991.09

VI. Shade Session - Security — *Under Separate Cover*

VII. Security Matters

A. Consideration of Accurate Electronic Change Order

B. Consideration of Envera Addendums

VIII. Supervisor Requests *(Includes Next Meeting Agenda Item Requests)*

IX. Action Items Summary

X. Next Meeting Quorum Check

	In Person	Virtually	Not
Karan Wienker			
Sharon Harley			
Connie Osner			
Bobby Voisard			
Ariane Casanova			

Friday, March 1, 2024 at 10:00 a.m.
Solterra Resort Amenity Center
5200 Solterra Blvd., Davenport, FL 33837

XI. Adjournment

EXHIBIT 1

STEADFAST
ENVIRONMENTAL



Solterra Resort CDD Aquatics

Inspection Date:

1/26/2024 10:30 AM

Prepared by:

Niklas Hopkins

Account Manager

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

SITE: 20

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Decaying surface algae was observed in some areas, as well as some decaying torpedo grass. These nuisance species will be targeted during the next visit.

WATER: ✕Clear Turbid Tannic
ALGAE: N/A Subsurface Filamentous ✕Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara
Hydrilla Slender Spikerush Other:

SITE: 21

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

This pond is in excellent condition. Nuisance grasses along the shoreline have been sprayed and are actively decaying. Fragrant water lilies are in good health/condition. Routine maintenance and monitoring will occur here.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria
GRASSES: ✕N/A Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
Torpedo Grass Pennywort Babytears Chara
Hydrilla Slender Spikerush Other:

SITE: 22

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving





Comments:

The water level on this pond is low. This is typical during the winter months. As rain becomes more apparent the pond will regain its normal water level. Some nuisance grasses were emerging in the vacant spots of the pond. Our technician will work to eradicate during the next treatment.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara
Hydrilla Slender Spikerush Other:

SITE: 23

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

This pond is in great condition. The beneficial plants on this pond are in a healthy state. Minor amounts of surface algae present on parts of the ponds perimeter. Our technician will spray accordingly during the next treatment.

WATER: ✕Clear Turbid Tannic
ALGAE: N/A Subsurface Filamentous ✕Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara
Hydrilla Slender Spikerush Other:

SITE: 24

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving





Comments:

Torpedo grass and slender spikerush present along parts of the shoreline. Most of which has already been sprayed and appears to be in a decaying state. Our technician will continue to monitor and attack this nuisance growth.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous ✕Surface Filamentous Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara Hydrilla ✕Slender Spikerush Other:

SITE: 25

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

This pond is in great condition. Lilies located within the pond are in good health. Still some remaining decaying torpedo grass patches. Our technician will continue to monitor and treat accordingly.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 26

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving





Comments:

This pond has a moderate amount of nuisance grasses along the shoreline, including slender spikerush and torpedo grass. Most of the grasses seem to be in a decaying state from prior treatments, and our technician will continue to address them during future maintenance events.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria
GRASSES: N/A Minimal ✕Moderate Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara Hydrilla ✕Slender Spikerush Other:

SITE: 27

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

This pond is in excellent condition. No algae or nuisance grass growth was observed. Routine maintenance and monitoring will occur here.

WATER: ✕Clear Turbid Tannic
ALGAE: ✕N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria
GRASSES: ✕N/A Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

Inspection Report

SITE: 28

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





Comments:

This pond is dominated by grasses and algae. Most of this is Slender Spikerush mixed in with Filamentous algae. Some of this does appear to be decaying from previous treatment. Our technician will pay close attention to this pond and continue to actively treat until we get it back to a healthy state.

WATER: ✕Clear Turbid Tannic
ALGAE: N/A ✕Subsurface Filamentous ✕Surface Filamentous Planktonic Cyanobacteria
GRASSES: N/A ✕Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:
Torpedo Grass Pennywort Babytears Chara
Hydrilla ✕Slender Spikerush Other:

SITE: 29

Condition: Excellent ✓Great Good Poor ✓Mixed Condition Improving





Comments:

This pond has a significant amount of grasses within it. Most of the grasses are nuisance grasses but some beneficial grasses are also mixed in. Our technician has sprayed the perimeter of the pond with the goal of not allowing any nuisance species to expand outside the boundary of the pond. Most of the grasses closest to the perimeter are decaying and are on their way out. Our technician will continue to monitor and treat where necessary.

WATER: ✕Clear Turbid Tannic
ALGAE: N/A ✕Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria
GRASSES: N/A Minimal Moderate ✕Substantial
NUISANCE SPECIES OBSERVED:
✕Torpedo Grass Pennywort Babytears Chara
Hydrilla ✕Slender Spikerush Other:

MANAGEMENT SUMMARY



With February almost here, temperatures continue to fluctuate between warm and cold. Mornings and night temperatures are still relatively cool (50-60), and daytime temperatures range from being a normal warm Florida day to a chilly, cloudy day. The growth rate for both algae and nuisance plants are still slower than usual as a result of the weather, giving technicians the ability to make headway in more overgrown areas. Rainfall events have been few and far between, and with only the occasional isolated event; the water levels of most ponds has decreased as a result of the recent weather. Decreased rainfall provides assistance in the growth of algae, as well as decreased nighttime temperatures extending the time it takes for treated algae to decay (beyond the usual 7-10 day period).

On this visit, nearly all ponds noted were in good condition, with a few outliers. Algal activity was present in moderate amounts. Some ponds were better than others, some had no algae and some had a lot of algae. We have the problem ponds noted and will pay close attention to their conditions. Nuisance grasses were still present in moderate amounts as well and will continue to be routinely treated. Some forms of vegetation that are present in the ponds are dormant due to the recent decreased temperatures. Our technicians will continue on with routine treatment and attack any new growth that pops up.

RECOMMENDATIONS

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

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

Continue to apply treatment to overgrown littoral areas.

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

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

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA

STEADFAST ENVIRONMENTAL

SOLTERRA RESORT CDD

Solterra Blvd, Davenport

Gate Code:



Steadfast Environmental, LLC

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@steadfastenv.com
www.SteadfastEnv.com

Proposal

Date 12/12/2023 **Proposal #** 1038

Customer Information		Project Information	Solterra Resport P1 Drain Unclog...
Solterra Resort CDD Vesta Property Services 250 International Pkwy, Suite 208 Lake Mary, FL 32746	**Contact** **Phone** **E-mail** districtap@vestapropertys... **Account #**	Solterra Resort CDD Pond 1 Drain Unclogging	**Proposal Prepared By:** Kevin Riemensperger **Type Of Work** Structure

Steadfast Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Unclogging of the drain in pond 1 at Solterra Resort CDD, running adjacent to Pine Tree Trail. Team of technicians & operators will be mobilized to perform unclogging of the pipe. The area around the drain/pipe to be excavated via excavator. Removed material to be hauled offsite. Use of transportable pump to flush remaining sediment/debris from the pipe will finish it's unclogging. Access for equipment will be via Pine Tree Trail roadside. Est timeframe: 2 days		4,206.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total $4,206.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

EXHIBIT 2

General Managers Report

Meeting Date: 02/02/24 *Submitted by:* ***Jayme Biggs***

LIFESTYLE

In January the lifestyles team brough back DJ Lady Loca on Saturdays and celebrated multiple wacky holidays including national sticker day and national bean day successfully! There is lots of fun planned for February such as a Valentines party on February 11th complete with themed crafts and games! We also plan on hosting a mini-Mardi Gras celebration on February 13th by decorating and bejeweling masks! We plan on continuing the card making activity, with a valentine's theme through Valentine's day and then continuing the month with generalized cards such as thank you and thinking of you. DJ Lady Loca will be playing poolside every Saturday in February and will continue with our fun national holidays such as National Strawberry Day on February 27th!

This month we added:

- **2 pickleball sets (4 paddles in each set) – these have been very popular; guests are fine with using them with the tennis nets.**
- **Tennis rackets were regripped.**
- **A corn hole set has been ordered and will be customed decaled to match the Solterra Resort signs.**

ADMIN

- **I have reached out to HOA to schedule a monthly meeting for CDD and HOA to share information and list questions for the CDD meeting.**
- **Meeting scheduled for**

Proptia update:

- Installation has begun.
- The pedestal was found to be damaged and needs to be replaced.
- The gate will begin being used in phases. The first phase will be the exit gate.

SQUARE REPORTS as of 1/23/24

January:

- **Resort fee $19,115.00**
- **Cabanas $250.00**

BIDS:

- TPG Lighting – Permanent lighting
- Exercise Systems – one elliptical in the gym is out of order.
- Pool lounge quotes
- Cabana furniture quotes
- Westbrook Preventive Maintenance quote

PROJECT UPDATES:

- **Clubhouse furniture – ordered and installed ($771.43 spent of the $1500).**
- **LED Conversion – entire amenity center is complete.**
- **Life rings around pool and lazy river have been replaced.**
- **Main drains in the main pool and spa have been replaced and the health inspector has been notified.**
- **Reflective tape has been added to the Acorn gate.**
- **Pool Heater #2 was replaced.**

FIELD OPERATIONS AND FACILITY MAINTENANCE

Projects currently completed in-house resulting in considerable savings to the District.

- LED light conversion in entire amenity center has been completed.
- Painted compactor enclosure and gate.
- Removed shower 4 and stripped for parts.
- Clubhouse furniture built, and old furniture disposed.
- Repaired 3 umbrellas in lazy river.
- Changed some lights in the guard house to LED.
- Repaired/replaced the cabinet doors under the sink in the patio area.
- Installed a new cabinet door at the front desk.
- Replaced back door clubhouse handle and lock.
- Grate on Solterra Blvd was put back correctly.

In Process:

- Alligator/wildlife in the area and no fishing signs have been ordered along with sign poles. 2 of the 3 items have been received. Work will begin as soon as the last signs are received.

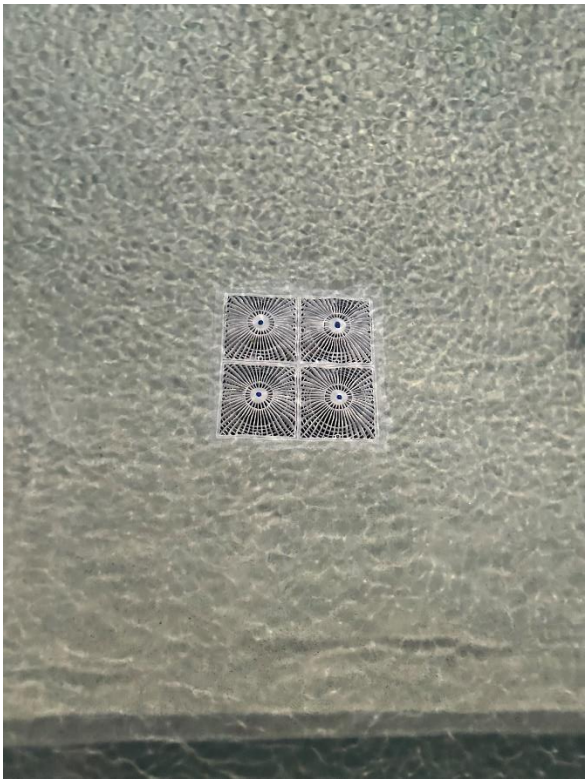
Should you have any comments or questions feel free to contact me directly.

Before and After Pictures

Pool Main Drain – Before



Pool Main Drain - After



Main Drain – Spa Before



Main Drain – Spa After



Life Rings - Before



Life Rings - After

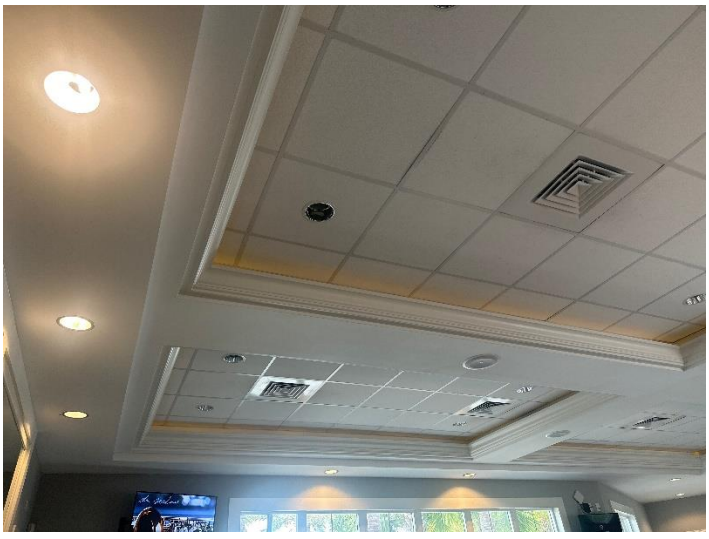


Completed – Compactor Enclosure

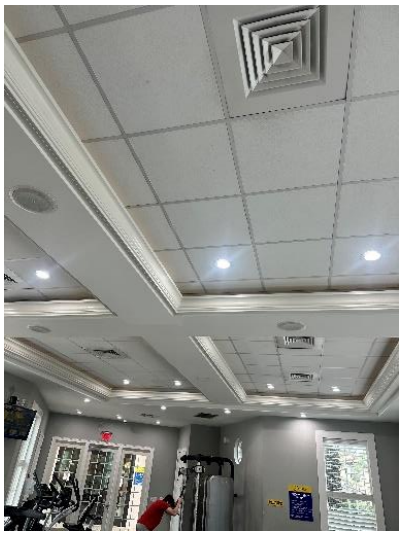




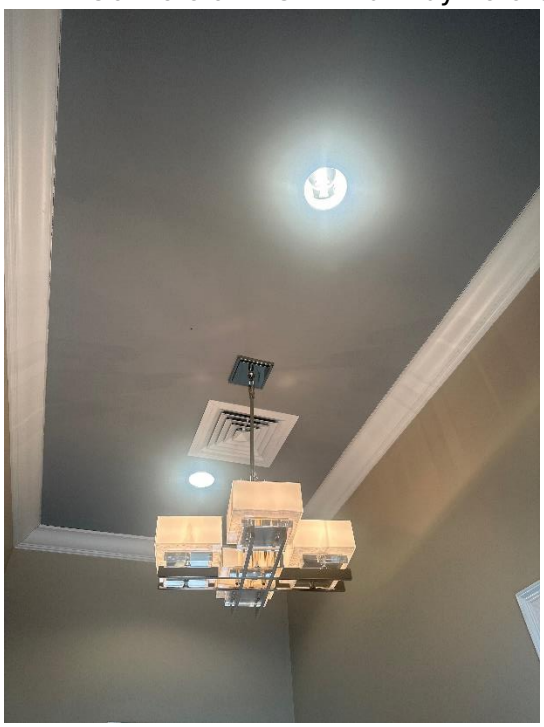
LED Conversion – GYM Before



LED Conversion – GYM After



LED – Conversion – GYM Hallway Before



LED Conversion – GYM Hallway After



Solterra Blvd Grate – Before



Solterra Blvd Grate - After



EXHIBIT 3

TPG Lighting, LLC

ESTIMATE	#601
ESTIMATE DATE	Jan 11, 2024
TOTAL	$4,173.00

Solterra
5200 Solterra Blvd
Davenport, FL 33837

(407) 436-4993
jbiggs@vestapropertyservices.com

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	qty	amount
Lighting - Permanent Tree Wrap Wrapping the trunks of the 3 palm trees at the entrance of the community that were previously wrapped with Christmas lights with permanent expandable warm white mini lights. Note that the lights will stop 2-3 feet before the fronds to leave room for trimming. For 2024 Christmas lighting, we can always add more lights at the top.	60.0	$3,900.00
Lighting - Permanent Tree Wrap By Approving this Quote, the Client Agrees to the Lighting Disclaimers: - A non-refundable 50% deposit is required before product is ordered and the project can be placed on the schedule. If our in-house financing is utilized, 100% payment is due up front. - The lights that will be installed on the tree are designed to be permanent. If, for any reason, the customer wants to have them taken down, the cost would be a separate engagement at a price determined at that time and we are not liable for any damages resulting from the lights removal. - Once the lighting installation is complete, no refunds or exchanges will be given. - All of our multi-seasonal tree wrap lighting products come with a 6 month workmanship and material defect warranty. After the 6 month warranty expires, the customer may choose to purchase the extended warranty (Providing coverage for 12 months from payment date): - Annual Warranty Service Agreement (25% of installation cost billed annually): Covers any labor and material costs for the maintenance of any malfunctioning lights due to normal wear and tear except for the following exclusions:	1.0	$0.00

Exclusions for all warranties:
- Acts of God (Severe weather, tree branches falling, etc.).
- Damage from animals.
- Theft, Vandalism, Damage, or Tampering with the lighting system by anyone other than TPG Lighting.
- Removing the lights for another project such as tree trimming, etc.

Any malfunctions or damages outside of the scope of the chosen warranty package will be billed as follows: $250 base trip charge along with labor of $50 per man-hour and the cost of materials plus shipping.

- Be sure to verify that there are no governing bodies such as HOAs, POAs, or any other entities that would restrict the installation or operation of these lights. If the installation is complete, and we find out afterwards that they are not compliant with any governing entity rules, the cost to remove them would be a separate engagement at a price determined at that time on top of the initial installation price and we are not liable for any damages resulting from the lights removal.

- For any electrical work performed by a licensed electrician that TPG Lighting orchestrates on behalf of the client, we will pay the invoice and the client will reimburse TPG Lighting for the cost plus 20% of the electrical invoice. If the property wants to use their electrician, we will identify where outlets are needed, and it is the responsibility of the client to install the outlets before we arrive. We are not liable for any damages or malfunctions of any work performed by an electrician in either scenario above. These instances should be brought to the electrician for resolution.

- It is the responsibility of the client to inform TPG Lighting of any lighting outages along with a description of the issue and a photo texted/emailed to us. Texting is preferred. Diagnosis and repair will take place as soon as possible, but most repairs can be completed in 2 business days if the repair does not require ordering new product. Our textable phone number is 407-413-0442. Our email is TPGLighting@gmail.com.

- The Maintenance phone and email will be monitored from 7 AM to 5 PM Monday through Friday. If any requests are received after 5 PM, we will respond the next business day.

- Black-out dates that no maintenance will be performed are Thanksgiving Day, Christmas Eve (After 12:00 Noon), Christmas Day, New Year's Eve (After 12:00 Noon), and New Year's Day.

- Any locks that are present on outlets that need to be used for a power source will be cut off if not removed prior to our arrival if the customer is not able to be reached.

- No person outside of TPG Lighting may tamper with the lights, hardware, controllers, power supplies, or electrical cords related to the project.

- Upon completion of the installation, the final 50% balance payment is due within 1 day for Residential customers and 30 days for Commercial customers.

- The Customer consents to grant access to any areas on the property that we deem necessary for installation and maintenance of the lighting product.

- In some cases, a lift may be used on the property. We are extremely careful when operating aerial lifts, but tire/tread indentions are to be expected if it necessary for the lift to drive over soft soil/turf. If there are any damages apart from the grass/lawn/sod, we will replace the landscaping as needed. There may also be light tire/track marks on pavers or concrete which we are not liable for.

- The customer consents to allow TPG Lighting to use permanent hardware and mounting items as the contractor sees fit to complete the installation.

- In the interest of the final product appearing as orderly as possible, TPG Lighting may use conduit mounted to walls or other methods to neatly organize wires related to the lighting. It is the responsibility of the customer to paint those items if desired after installation completion.

Services subtotal: $3,900.00

Subtotal	$3,900.00
Tax (Sales Tax 7%)	$273.00
Total	**$4,173.00**

Thank you for the opportunity to do business with you!
With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG Lighting family!



EXHIBIT 4

Elliptical Quotes

Exercise Systems	Repair	$2,804.44	ES DOES NOT RECOMMEND REPAIRING	
Exercise Systems	New Machine	$4,778.38	Sports Art 5 year parts warranty and 3 year labor warranty, Discount applied for being a PM customer, also free delivery and installation Lead Time: 14 Days	*Management Recommendation
Exercise Systems	Refurbished Machine	$1,773.75	6 month warranty Star Trac - Lead Time Note: availablity of a machine will be on a first come first serve basis	

Exercise Systems, Inc.
Show Room
6881 Kingspointe Parkway, Suite 10
Orlando, FL 32819
Phone:407-996-8890

Sales Proposal

Quote Number: 0049950
Date 1/17/2024

Quote Expires on: 1/17/2024
Questions? Please call John Young

Customer:

Solterra Resort
5200 Solterra Blvd.
Davenport, FL 33837
863-547-9839

Delivery Address:

Solterra Resort
Randy Fredrick
5200 Solterra Blvd.
Davenport, FL 33837
863-547-9839

Model #	MFG	Description	Price	Qty	Ext
E-863	SportsArt	SportsArt E863 Commercial Total Body Elliptical (Health Club Model), Fully Programmable w/ Dot Matrix Display, Cooling Display Fans Front Drive System V Belt Drive w/ Eddy Current Resistance,Heart Rate Cotrol, Vari-Stride Electronic Adjustable Stride 17-29 inch - Finger Tip Controls , Price $5,995 Warranty Commercial Frame: Lifetime Parts: 5 Years Labor: 3 Years Wear Items: 5 Years	$6,395.00	1	$6,395.00
DIS	SERVICE	Discount- Preferred Pricing	($2,300.00)	1	($2,300.00)
Frght	SERVICE	Freight, Delivery & Installation	$350.00	1	$350.00
D&I	SERVICE	Delivery & Installation- NO CHARGE	$200.00	0	$0.00
		* PLEASE NOTE THIS IS PRICED AT 2023 PRICE. QUOTE WILL NEED TO BE REQUOTED AFTER 1/31/24 .			

Terms: **NET 30**
Signed:_____
Name:_____ Title: _____

Your complete source for all your commercial fitness equipment needs.
Sales, Service and Facility Design

Sub-Total	$4,445.00
Tax	$333.38
Total	**$4,778.38**

ECO-NATURAL™ PRIME

E863
FRONT-DRIVE ELLIPTICAL



SportsArt's ECO-NATURAL™ Prime Line exemplifies design, quality, and reliability. The sleek angles and practical features produce an engaging and energy-saving workout that users can feel good about. The E863 Front-drive elliptical features a self-powered, space-saving design with low step-up height that makes the unit both easy-to-use and effective.

KEY FEATURES

- Low step-up height
- Floating pedal design
- Self-powered

TECHNICAL DETAILS	
Unit Weight	288.2 lbs / 131 kg
Dimensions (LxWxH)	56.5 x 27.8 x 65 in / 143.5 x 70.7 x 165.2 cm
Resistance	15 levels
Stride Length	20 in / 50.8 cm
Power Requirements	Self-powered
Plug Requirements	N/A
Max User Weight	400 lbs / 180 kg
Step Up Height	7.7 in / 19.5 cm
Readouts	Heartrate, SPM, Resistance, Time, Distance, Calories, Total Strides
Workout Programs	Manual, Interval, Heart Rate Program
Features	Self-Powered, Space-Saving Design, USB Device Charging, Contact and Telemetry Heart Rate Detection, Central Handgrip
Optional Features	SA WELL+™ Integration, Entertainment Bracket

WARRANTY*		
Type	Full Commercial no usage limit	Light Commercial ≤ 6 hrs/day
Frame	Lifetime**	Lifetime**
Parts	3 Years	5 Years
Wear Items	3 Years	5 Years
Labor	3 Years	3 Years
High Wear Items	90 days, no labor	90 days, no labor

CLOSER LOOK



LCD Console

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Exercise Systems, Inc.
Show Room
6881 Kingspointe Parkway, Suite 10
Orlando, FL 32819
Phone:407-996-8890

Sales Proposal

Quote Number: 0049951
Date 1/17/2024

Quote Expires on: 1/17/2024
Questions? Please call John Young

Customer:

Solterra Resort
5200 Solterra Blvd.
Davenport, FL 33837
863-547-9839

Delivery Address:

Solterra Resort
Randy Fredrick
5200 Solterra Blvd.
Davenport, FL 33837
863-547-9839

Model #	MFG	Description	Price	Qty	Ext
E-TBT	Star Trac	Star Trac TOTAL BODY CLUB ELLIPTICAL CROSSTRAINER-LCD Console w/ Open Hub SILVER Frame , Self Powered, User-friendly console w/ large message window, motivational track, 8 user-specific workout programs, personal fans, and multiple cup and accessory holders. Soft Trac® pedals - used -reconditioned - warranty 6 months parts and labor	$1,500.00	1	$1,500.00
D&I	SERVICE	Delivery & Installation-	$150.00	1	$150.00
		USED EQUIPMENT IS SOLD ON A FIRST COME FIRST SERVED BASIS AND BASED ON AVAILABILITY			

Terms: **NET 30**
Signed:_____
Name:_____ Title: _____

Your complete source for all your commercial fitness equipment needs.
Sales, Service and Facility Design

Sub-Total	$1,650.00
Tax	$123.75
Total	**$1,773.75**

E-CT CROSS TRAINER



Model E-CT

- Pre-wired for E Series PVS entertainment system
- User-friendly console features a large message window, motivational track, 8 user-specific work out programs, personal fan, and multiple cup and accessory holders
- Soft Trac® pedals provide ultimate shock-absorbing comfort throughout the entire workout
- Efficient footprint and approachable, stable platform with minimal step-up height for easy access from all angles
- Star Trac's popular adjustable personal fans create a more rewarding workout
- User weight capacity 350 lbs (159 kg)

STEP-UP HEIGHT	OVERALL WEIGHT	WIDTH	LENGTH	HEIGHT
7″ (17.8 cm)	447 lbs (202.7 kg)	30″ (76.2 cm)	76″ (196 cm)	71.5″ (181.6 cm)

FEATURES AND SPECIFICATIONS

PEDAL SIZE: 17.5″ l x 8″ w (45 x 20 cm), open ended

DISTANCE BETWEEN PEDALS (Q-FACTOR): 2.25″ (5.72 cm)

ELECTRICAL: Self-contained power supply, no external power needed. AC adapter is available for an upgrade

CERTIFICATION: UL/CSA, CE, FCC, or CISPR

COLORS FRAME: Star Trac Silver, Shrouds: Slate Gray, Accents: Black

RESISTANCE: 20 levels of intensity

HR MONITORING: Polar® Telemetry and Contact Heart Rate System

DISPLAY: Intuitive, tactile response keypad with LED technology

READOUTS: 16-character message window; Dedicated: Time, RPM, heart rate, course profile, resistance level, 1/4-mile motivational track; Scrolling: Calories, calories/hour, watts, distance, speed, METs

PROGRAMS: 8 programs including Quick Start, Dynamic Heart Rate Control®, and Constant Heart Rate Control

STANDARD FEATURES: Personal cooling fans, Soft Trac® pedals, dedicated heart rate display and FitLinxx® certified

©2012 Star Trac All right reserved. Star Trac, the Star Trac logo, Soft Trac, and Dynamic Heart Rate Control are registered trademarks of Core Industries. Polar is a registered trademark of Polar Electro, Inc.

Exercise Systems, Inc.
6881 Kingspointe Prkwy, Suite 10
Orlando, FL 32819
Phone:407-996-8890/877-370-0220
Fax: 407-292-1438/866-392-1438

Quote Number: 0049946
Date: 1/17/2024

Solterra Resort
5200 Solterra Blvd.
Davenport, FL 33837
863-547-9839

Sales Rep: John Young
Quote Expires on: 2/16/2024

Repair Proposal

Part #	Mfg	Description	Price	Qty	Extend
	TC	Trip Charge- no return visit	$80.00	0	$0.00
	SL	Labor- diagnose elliptical. Unit is not cost effective to repair. sent repair estimate	$80.00	7	$560.00
	TECHNOGYM	FLYWHEEL ASSY	$995.00	1	$995.00
	TECHNOGYM	BEARINGS	$19.95	4	$79.80
	TECHNOGYM	BREAK PULLEY	$199.95	1	$199.95
	TECHNOGYM	PRIMARY SHAFT	$129.00	1	$129.00
	TECHNOGYM	HARDWARE BOLTS, SHIM RINGS, FIXED KEY,SPACERS, RING NUTS	$121.23	1	$121.23
	TECHNOGYM	BREAK PULLEY	$199.95	1	$199.95
	TECHNOGYM	POLLY V BELT	$89.95	1	$89.95
	TECHNOGYM	BRACKET	$78.90	1	$78.90
SH	SERVICE	SHIPPING & HANDLING	$155.00	1	$155.00

THESE ARE MINIMUM REPAIRS NEEDED FOR THIS MACHINE. IT MAY NEED OTHER PARTS AND LABOR WITHOUT REPLACING THESE PARTS FIRST

WE DO NOT RECOMMEND REPAIRING THIS MACHINE

Terms: 50% DOWN / BALANCE COD
Signed:_____
Print Name:_____
Title:_____

Sub-Total	$2,608.78
Tax	$195.66
Total	**$2,804.44**

YOUR COMPLETE SOURCE FOR ALL YOUR COMMERCIAL FITNESS EQUIPMENT NEEDS

It's service that really counts.. before, during and after the sale!

EXHIBIT 5

ADMIRAL FURNITURE

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

QUOTE / ACKNOWLEDGEMENT

Quote #	ACFQ60632
Date	10/28/22
Cust. PO#	

Sold To:
Solterra Resort CDD
Jayme Biggs
5200 Solterra Blvd

Davenport FL 33837
Phone: (386)822-4195 ext. 103 Fax:
jbiggs@vestapropertyservices.com
Management Co. Vesta

Ship To:
Solterra Resort CDD
Jayme Biggs
5200 Solterra Blvd

Davenport FL 33837
Phone: (386)822-4195 ext.103 Fax:
Owner/Developer Kolter

FOB	Sales Rep	Ship Via	Proposed Shipping Time	Terms
Factory	Matt Graham	Best Way	4-7 weeks after receipt of order or sooner.	50% DEP/BAL. NET 30

Qty	Model #	Description	Unit Price	Ext. Price
125	71203SL	CURV Relaxed Sling Chaise Lounge	$389.69	$48,711.25



Frame: TBD
Vinyl or Sling: TBD
Accent:
Umbrella:
Table Top:
Umb. Pole:

SubTotal	$48,711.25
Sales Tax	$0.00
Estimated Shipping	$1,995.00
Total	**$50,706.25**
Deposit Amount	**$25,353.13**

Due to the increase in fuel charges, prices and freight rates can only be guaranteed for 30 days. Please consult your sales representative for updated freight quotes. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional.

All Fiberlite Umbrellas are composed of Fiberglass composite ribs and come with a 5-year warranty.

Approved By: _____ **Date:** _____

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

A/P Contact _____ **E-mail** _____ **Phone** _____

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

ADMIRAL FURNITURE

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

QUOTE / ACKNOWLEDGEMENT

Quote #	ACFQ64433
Date	01/23/24
Cust. PO#	

Sold To:
Solterra Resort CDD
Jayme Biggs
5200 Solterra Blvd

Davenport FL 33837
Phone: (386)822-4195 ext. 103 Fax:
jbiggs@vestapropertyservices.com
Management Co.

Ship To:
Solterra Resort CDD
Jayme Biggs
5200 Solterra Blvd

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

Owner/Developer Kolter

FOB	Sales Rep	Ship Via	Proposed Shipping Time	Terms
Factory	Matt Graham	OUR TRUCK	4-7 Weeks from receipt of order or sooner	50% DEP/BAL. NET 30

Qty	Model #	Description	Unit Price	Ext. Price
20	71203SL-P	CURV Padded Sling Chaise Lounge	$501.03	$10,020.60



10	51818ALN-BO	18" Square Aluminum Cocktail Table - Boardwalk Pattern	$214.28	$2,142.80



Frame: Textured Silver
Vinyl or Sling: TBD
Accent:
Umbrella:

Table Top: Aluminum
Umb. Pole:

SubTotal	$12,163.40
Sales Tax	$0.00
Estimated Shipping	$300.00
Total	**$12,463.40**
Deposit Amount	**$6,231.70**

Due to the increase in fuel charges, prices and freight rates can only be guaranteed for 30 days. Please consult your sales representative for updated freight quotes. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional.

All Fiberlite Umbrellas are composed of Fiberglass composite ribs and come with a 5-year warranty.

Approved By: _____ **Date:** _____

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

A/P Contact _____ E-mail _____ **Phone** _____

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

PatioShoppers

Commercial Outdoor Furnishings

Prepared By:Myra Stokes

PatioShoppers, Inc.
38340 Innovation Court, Suite 612
Murrieta, CA 92563
(951) 696-1700
CustomerService@PatioShoppers.com
www.patioshoppers.com

Commercial Service Proposal | **7464-Solterra-LC-MS1** | **Date : 01-24-2024**

Bill To	Solterra Resort Jayme Biggs 5200 Solterra Boulevard Davenport, Florida, 33837 4074364993 jbiggs@vestapropertyservices.com	**Ship To**	Solterra Resort Jayme Biggs 5200 Solterra Boulevard Davenport, Florida, 33837 4074364993 jbiggs@vestapropertyservices.com

Click image below to view item on web.

Click Image	Description	Qty	Price	Total:
 View Item	Product Id: LC-2208S Sundance Commercial Sling Chaise Lounge by LC Furniture Sling Color Options - Sling Braque Navy Frame Finish Options - Platinum 043 Minimum Order Option - To Be Determined	125	425.00	53,125.00
 View Item	Product Id: LC-6000SNR Focus Commercial Day Bed with Adjustable Back by LC Furniture Sling Color Options - Sling Braque Navy Frame Finish Options - Platinum 043 Minimum Order Option - My order is over $2,800 -Free Shipping	10	1,659.00	16,590.00

Order Subtotal:	$	69,715.00
Shipping:	$	0.00
Tax Rate 0.00%	$	0.00
Total Due:	$	69,715.00

Approval Signature _____

Print Name _____

Date _____

Quote is valid for 14 days.

Shipping is included in this proposal unless otherwise noted as an additional charge.

Installation is specifically excluded unless otherwise noted in this proposal. Should you require installation service, please contact us and a proposal for services can be made. Note: Installation is only available in Southern California at this time.

Terms: Payment is due in full prior to processing of any order unless a previously authorized purchase order of credit with terms is approved. If a purchase order is approved, 50% deposit is required for most custom furniture orders. Custom orders are non-cancelable for any reason after submittal to the manufacturer. If payment terms are accepted, you will receive an invoice immediately upon order confirmation and payment is due within 10 days of order receipt unless otherwise agreed upon.

Payment Options: We prefer corporate checks, however, Paypal and all major credit cards including Visa, MasterCard, Discover a American Express are accepted.

Payment via credit card: If payment is made via credit card, paypal and or a payment network transaction that incurs card processing fee, an additional 3% fee of the total sale amount is required to cover associated costs. By signing this proposal, verbally committing to and or giving written email approval to proceed with this as an order acknowledges you agree to our terms and conditions located on the policies page of or website located at http://www.patioshoppers.com/pages/terms_and_conditions.html

Thank you for the opportunity to provide a quote for your facility. If you have any questions please don't hesitate to call!

Respectfully,

Myra Stokes
Customer Service Representative
951-696-1700
myra@patioshoppers.com

NOTE: Please forward this page to the person receiving delivery if Patioshoppers installation services are not required.

Important Delivery & Acceptance Instructions

Upon signing or committing to this agreement, we will process your order to the manufacturer and you will receive an order acknowledgment. Once the products have been manufactured you will typically receive a shipping notification. **99% of the time delivery goes without a hitch, but the following is a general outline of what to expect and how to prepare.**

Shipping Notification: You will typically be notified when the manufacturer has shipped the items. This is usually within a week's timeframe of delivery.

Delivery Notification: Most delivery companies will contact the designated person a day or two ahead and may schedule a general time frame of 8 AM to 1 PM etc. However, at times delivery may be delayed for various reasons. Technically Freight companies can only guarantee a delivery between 8 AM to 5 PM. It is best to be prepared to receive items outside of the scheduled time frame. If someone is routinely present on site all day to accept delivery such as a maintenance person, day porter, security, homeowner, etc., it is helpful. If not, you must arrange for a person to be at the location during delivery hours.

Delivery Trucks: Freight trucks are usually very large and delivery to some locations can be somewhat difficult navigating through residential communities, rural areas, and metro cities to find addresses, parking spots, contact persons, etc. So, it is best if the receiver understands this task, and is at the location until the items are delivered. If you can provide the contact person's name and cell phone ahead of time and prior to order it can be helpful.

Delivery from different manufacturers: On occasion, certain items may be purchased from different manufacturers, such as umbrellas, bases, custom cushions, trash receptacles, etc. Many times, these items will not usually be delivered at the same time as large furniture since they originate from different locations. We will do our best to coordinate delivery on or around the same day as possible, but be prepared to handle them on separate days if needed.

Off-Loading: Upon arrival, drivers are technically only required to take items to the "back of truck" for offloading because most freight locations have forklifts at a warehouse to offload. The truck may or may not have a lift gate and pallet jack to make it easier. If items are palletized and a lift gate is not available, it helps to take the boxes off the pallet in the truck and offload by hand. A standard utility, pocketknife and or wire snips to cut the straps and shrink-wrap may be needed. Many drivers will keep the pallets if you don't want them, but not always. You may be required to dispose of the pallets along with the packaging materials and boxes. Most drivers will help take the items off the back of the truck but are not required to because of injury and liability reasons. They may not bring your items to any location other than the street where they have offloaded and do not provide any type of installation services. Usually, two people are needed to remove large furniture items from the truck and move to the desired area for unpacking. One strong person may be able to accomplish this task. Furniture boxes are not usually extremely heavy, just large and bulky. A four-wheeled furniture dolly is helpful to move furniture boxes around.

Acceptance: Make sure to count all boxes and confirm the units on the bill of lading. Important Note: If you see any damage on boxes or to furnishings "during acceptance" make a note on the bill of lading when you sign for it. Make sure it's noted on the copy that the driver keeps as well. Then notify us immediately and we will rectify the situation. A general picture of the damaged boxes and or items taken from a cell phone is useful.

Unpacking: Typically, it's easiest to unpack items where you offloaded them, and or in a shaded area closest to the location where the furnishings will eventually be moved too. A utility knife is required to cut boxes open. Be careful not to cut furnishings inside of boxes while opening, as it would not be covered under warranty. Once items are out of the box, be prepared to remove a substantial amount of protective wrapping paper and packaging materials for furniture. Large trash bags are helpful for packing materials.

Staging Furnishings: It helps to have a pre-written diagram of where you would like the furnishings to be staged ahead of time. We have found that you can easily print your pool or patio areas from Google maps on satellite mode and draw in the desired locations of the furnishings. Carrying the large furniture by hand from the un-packaging area is usually best. Trying to stack large items on a dolly for moving after they have been unwrapped only tends to scratch or damage them. Note: Umbrellas, bases, and smaller items are easiest moved to the final placement location prior to unpacking.

Disposing of Packaging: Depending on the number of furnishings, be prepared to transport boxes, pallets and packing material to [redacted] local city or county disposal site. Most of the time it is too much to handle in your local community dumpster. The packaging is all s[redacted]d materials and is not hazardous or subject to any additional fees at the disposal site. We have found that you can take the cardboard and

most materials to a recycling center for free disposal as well.

Removal of Existing Furnishings: Items can be taken to the local disposal site. We have found that on some occasions a service such as Salvation Army, or thrift stores, etc., may come and take some or all off the furnishings as a donation. As well, you can place an ad in craigslist (with images) to either sell or have it picked up for free. Also, you may let your residents know and they may take some for personal use.

Recommended Tools and Items:
Utility knife
Wire snips
Trash bags
Four wheeled furniture dolly is helpful but not required
Truck or trailer to remove packaging materials and old furnishings to disposal site

Sundance

Treat your guests to the classic outdoor comfort of our Sundance design. This outdoor furniture is crafted with 1” aluminum tubing, making it a piece that blends a luxurious design with long-lasting durability.

PRODUCT FEATURES

1” round tube with 0.080” wall thickness

Customizable in 60 sling fabrics and 18 frame finishes
See pages 111-114 for more options

Available in a padded option.
Ask your account manager for more details

Available in sling, vinyl strap or cross weave vinyl strap
See vinyl collections for more options

Stackable dining chairs and chaise lounges



COLORS SHOWN

Sling: Braque Blue

Frame: Titanium Gray



bar chair

2207S

Dimensions (W x D x H): 26” x 29” x 50”

Seat height: 30”



dining chair

2203S

Dimensions (W x D x H): 24” x 28” x 35”

Seat height: 17”



sand chair

2204S

Dimensions (W x D x H): 23” x 30.5” x 26”

Seat height: 10”



chaise

2208S

Dimensions (W x D x H): 29” x 77” x 37”

Seat height: 13”



ottoman

2219S

Dimensions (W x D x H): 23” x 21” x 17”

COLORS SHOWN

- Fabric: Expand Cintronelle
- Sling: Saffron Twist
- Sling: Orange Sunburst



day bed with adjustable back with slat sunscreen

6000S

Dimensions (W x D x H):
52" x 83.5" x 78"
Seat Height: 13"



day bed with adjustable back no roof

6000SNR

Dimensions (W x D x H):
52" x 83.5" x 78"
Seat Height: 13"

cushion sold separately

CU6000 | CU1068S

See page 99 for cushion options.

Frame finishes

Please note the color shown and the actual frame color may slightly differ. Contact an Account Manager to request frame samples


Mahogany Frost
064


Platinum
043


Satin Amber
077


Starlight Black
066


Textured Antique Beige
012

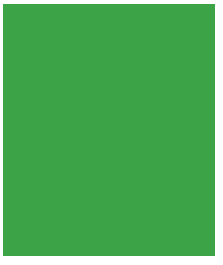

Titanium Gray
081

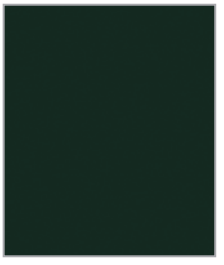

Textured Charcoal
009

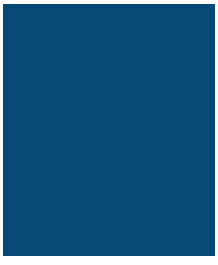

Textured Espresso
009

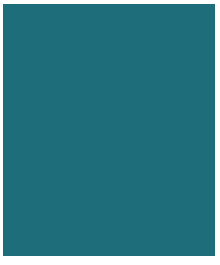

Deep Blue Metallic
078


Cardinal Red
074

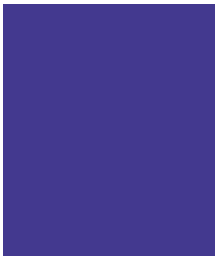

Lime Green
076

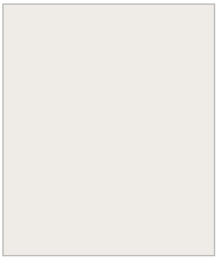

Forrest Green
065


Marina
013


Metallica Lagoon
072


Orange Burst
071


Purple Burst
0670

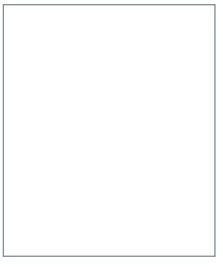

Sky White
010

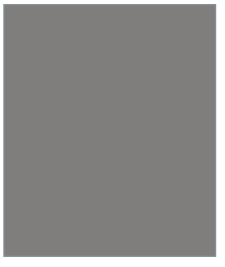
Yellow
075

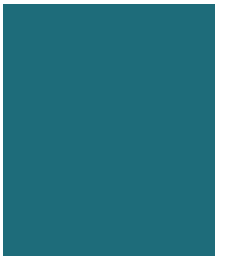
MGP products available in


Royal Blue
MGPBLU


Navy
MGPNVY


White
MGPWHI


Grey
MGPGRY

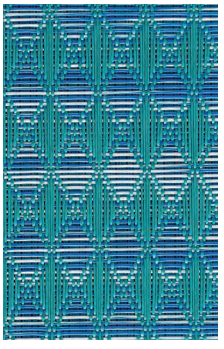

Teal
MGPTEAL

Sling fabrics

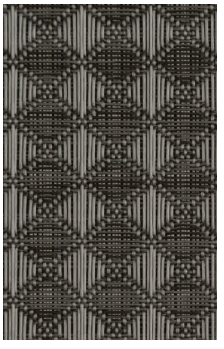
Please note the color shown and the actual sling colors may slightly differ. Contact an Account Manager to request sling samples



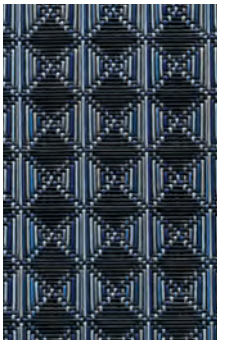
Black
T91N5W115



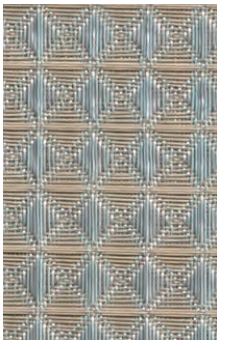
Braque Blue
3037683



Braque Graphite
3036915



Braque Navy
3040481



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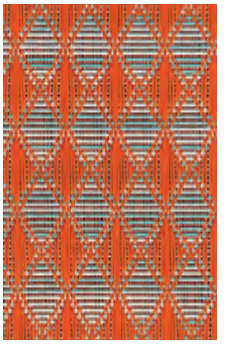

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Braque Yellow
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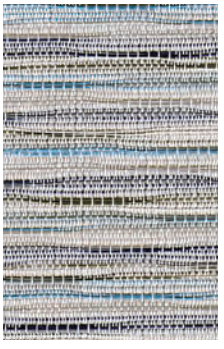

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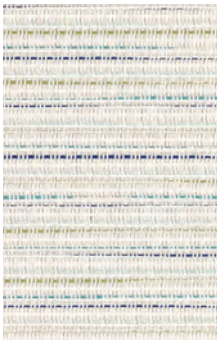

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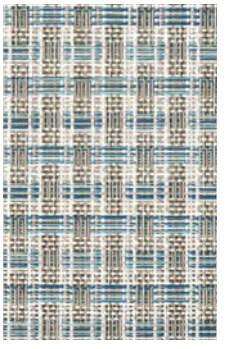

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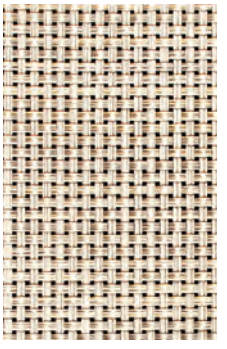

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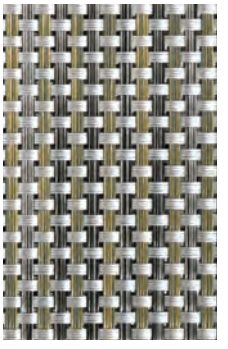

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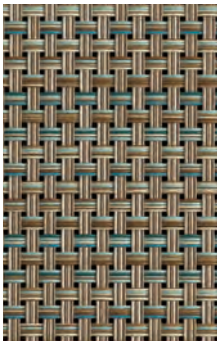

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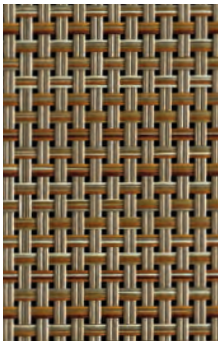

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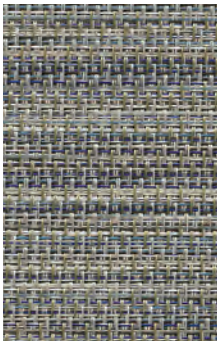

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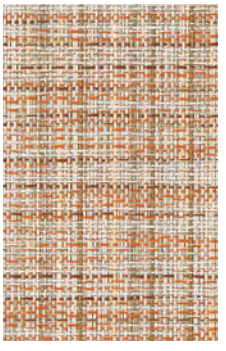

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Cole Stripe Riviera
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Coral Taupe
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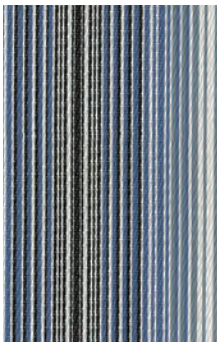

Daytripper Denim
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Daytripper Horizon
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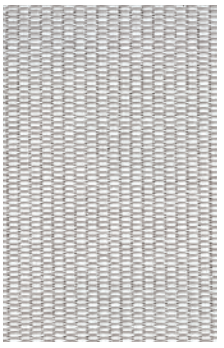

Dense Pearl
T91N5W114



Double Dipper
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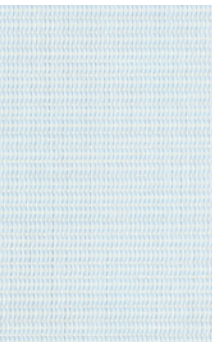

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Dupione Sapphire
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Echo Lakeside
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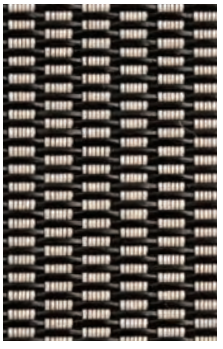

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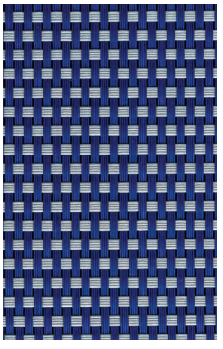

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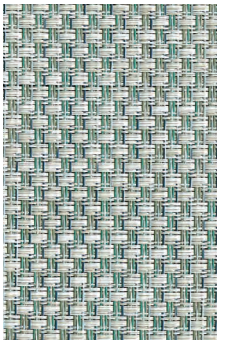

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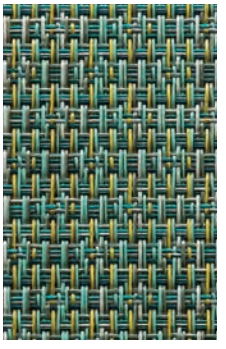

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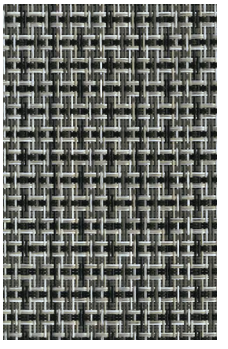

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Jazzy Twilight
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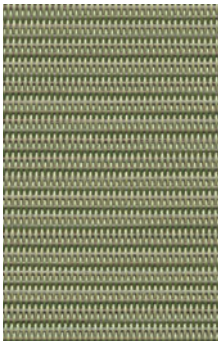

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Kozo Abalone
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Kozo Fossil
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Kozo Jewel
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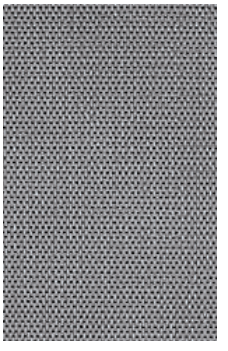

Lanier Wicker Stone
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Lime Green
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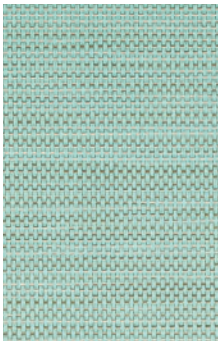

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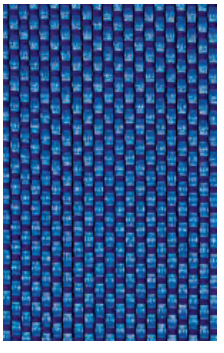

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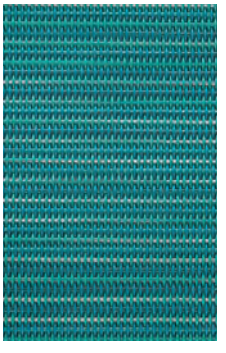

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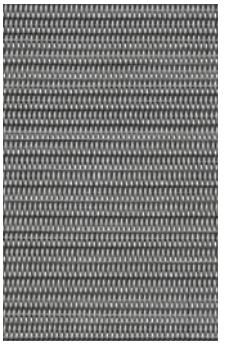

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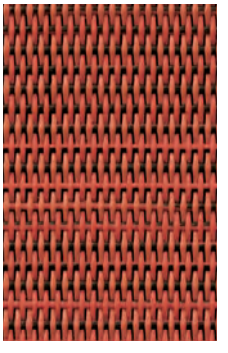

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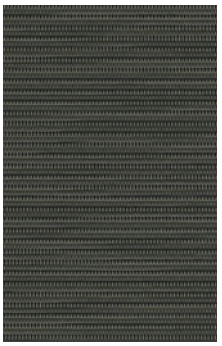

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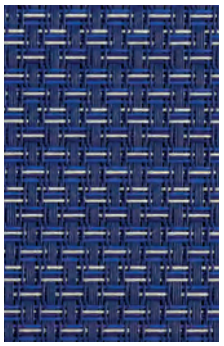

Nautica
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Ocean Blue
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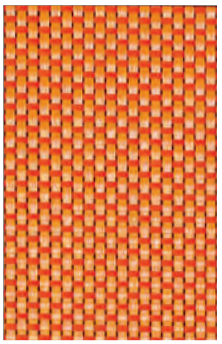

Orange Burst
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Periwinkle Caneweave
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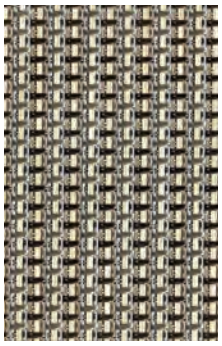

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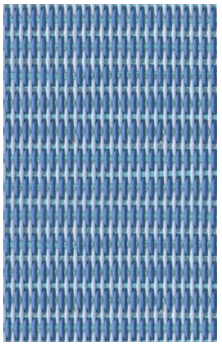

Poolside
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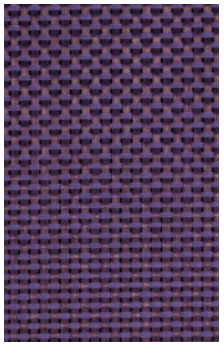

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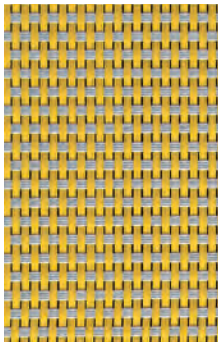
S14017954C



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Sisal Tungsten
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Streamline Azure
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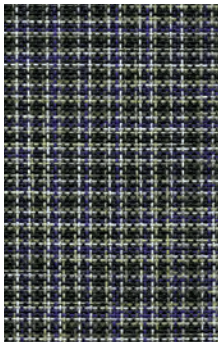

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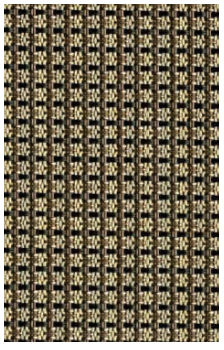
Tartan Teal
3039311



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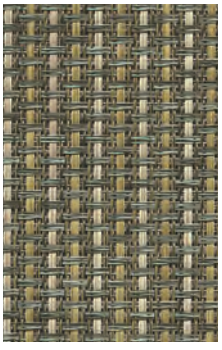

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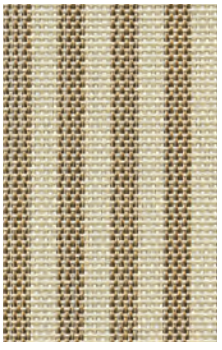

Vineyard Stripe Copper
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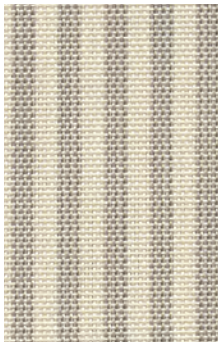


Vineyard Stripe Silver
3036897



Minoan

344 Grove Street, #4034
Jersey City , NJ 07302

Invoice

Submitted on 01/22/2024

Ship to
Jayme Biggs
5200 Solterra Boulevard
Davenport, Florida 33837

Invoiced by
Minoan Experience Inc.

Invoice #
#C22DA2F2

Account Name
Jayme's Property

Image	Product Name + Color	Vendor	Qty	Unit Price	Discount Price	Total Price
	Nautical Chaise with Arms // Slate Grey	POLYWOOD	125	$329.00	$263.20	$32,900.00

Total Retail Price	$41,125.00
Minoan Discount	$8,225.00
Subtotal	**$32,900.00**
Shipping Fees	**$0.00**
Sales Tax	**$2,303.00**

$35,203.00



NAUTICAL

SKU# NCC2280

Nautical Chaise with Arms

347 Reviews 37 Questions \ 37 Answers 86 Customer Photos

Like waves lapping onto the shore or sand warmed by the sun, our chaise lounge brings the blissful feeling of summertime right to your backyard

$329.00+

M Add to Minoan

1. Select POLYWOOD Color

QUICK SHIP COLORS - Ships within 5 - 7 Business Days

+$20.00

+$50.00

2. Shop Accessories (Optional)

PatioShoppers

Commercial Outdoor Furnishings

Prepared By:Myra Stokes

PatioShoppers, Inc.
38340 Innovation Court, Suite 612
Murrieta, CA 92563
(951) 696-1700
CustomerService@PatioShoppers.com
www.patioshoppers.com

Commercial Service Proposal | **7465-Solterra-TEX-MS1** | **Date : 01-24-2024**

Bill To	Solterra Resort Jayme Biggs 5200 Solterra Boulevard Davenport, Florida, 33837 4074364993 jbiggs@vestapropertyservices.com	**Ship To**	Solterra Resort Jayme Biggs 5200 Solterra Boulevard Davenport, Florida, 33837 4074364993 jbiggs@vestapropertyservices.com

Click image below to view item on web.

Click Image	Description	Qty	Price	Total:
 View Item	Product Id: TEX-M4102S Oasis Commercial Nesting Sling Chaise by Texacraft Frame Colors - Frame Antigua N4 Fabric Color Options - Woven Vinyl - A 047 Ocean Phifertex Minimum Order Option - My order is over $2,800 - Free Shipping	125	347.00	43,375.00
 View Item	Product Id: TEX-M31085S Commercial Array Daybed Sling by Texacraft Frame Colors - Frame Antigua N4 Base Bed Sling Color Options - Woven Vinyl - A 047 Ocean Phifertex Optional Double Chaise Cushions (3-piece set) - To Be Determined Optional Daybed Head Pillows (set of two) - To Be Determined Optional Cushion and/or Pillow Fabric Options - 0-Ship Without Optional Cushions or Pillows Minimum Order Option - My order is over $2,800 - Free Shipping	10	1,779.00	17,790.00

TAX Exempt

Order Subtotal:	$	61,165.00
Shipping:	$	0.00
Tax Rate 0.00%	$	0.00
Total Due:	$	61,165.00

Approval Signature _____

Print Name _____

Date _____

Quote is valid for 14 days.

Shipping is included in this proposal unless otherwise noted as an additional charge.

Installation is specifically excluded unless otherwise noted in this proposal. Should you require installation service, please contact

us and a proposal for services can be made. Note: Installation is only available in Southern California at this time.

Terms: Payment is due in full prior to processing of any order unless a previously authorized purchase order of credit with terms is approved. If a purchase order is approved, 50% deposit is required for most custom furniture orders. Custom orders are non-cancelable for any reason after submittal to the manufacturer. If payment terms are accepted, you will receive an invoice immediately upon order confirmation and payment is due within 10 days of order receipt unless otherwise agreed upon.

Payment Options: We prefer corporate checks, however, Paypal and all major credit cards including Visa, MasterCard, Discover and American Express are accepted.

Payment via credit card: If payment is made via credit card, paypal and or a payment network transaction that incurs card processing fee, an additional 3% fee of the total sale amount is required to cover associated costs. By signing this proposal, verbally committing to and or giving written email approval to proceed with this as an order acknowledges you agree to our terms and conditions located on the policies page of or website located at http://www.patioshoppers.com/pages/terms_and_conditions.html

Thank you for the opportunity to provide a quote for your facility. If you have any questions please don't hesitate to call!

Respectfully,

Myra Stokes
Customer Service Representative
951-696-1700
myra@patioshoppers.com

NOTE: Please forward this page to the person receiving delivery if Patioshoppers installation services are not required.

Important Delivery & Acceptance Instructions

Upon signing or committing to this agreement, we will process your order to the manufacturer and you will receive an order acknowledgment. Once the products have been manufactured you will typically receive a shipping notification. **99% of the time delivery goes without a hitch, but the following is a general outline of what to expect and how to prepare.**

Shipping Notification: You will typically be notified when the manufacturer has shipped the items. This is usually within a week's timeframe of delivery.

Delivery Notification: Most delivery companies will contact the designated person a day or two ahead and may schedule a general time frame of 8 AM to 1 PM etc. However, at times delivery may be delayed for various reasons. Technically Freight companies can only guarantee a delivery between 8 AM to 5 PM. It is best to be prepared to receive items outside of the scheduled time frame. If someone is routinely present on site all day to accept delivery such as a maintenance person, day porter, security, homeowner, etc., it is helpful. If not, you must arrange for a person to be at the location during delivery hours.

Delivery Trucks: Freight trucks are usually very large and delivery to some locations can be somewhat difficult navigating through residential communities, rural areas, and metro cities to find addresses, parking spots, contact persons, etc. So, it is best if the receiver understands this task, and is at the location until the items are delivered. If you can provide the contact person's name and cell phone ahead of time and prior to order it can be helpful.

Delivery from different manufacturers: On occasion, certain items may be purchased from different manufacturers, such as umbrellas, bases, custom cushions, trash receptacles, etc. Many times, these items will not usually be delivered at the same time as large furniture since they originate from different locations. We will do our best to coordinate delivery on or around the same day as possible, but be prepared to handle them on separate days if needed.

Off-Loading: Upon arrival, drivers are technically only required to take items to the "back of truck" for offloading because most freight locations have forklifts at a warehouse to offload. The truck may or may not have a lift gate and pallet jack to make it easier. If items are palletized and a lift gate is not available, it helps to take the boxes off the pallet in the truck and offload by hand. A standard utility, pocketknife and or wire snips to cut the straps and shrink-wrap may be needed. Many drivers will keep the pallets if you don't want them, but not always. You may be required to dispose of the pallets along with the packaging materials and boxes. Most drivers will help take the items off the back of the truck but are not required to because of injury and liability reasons. They may not bring your items to any location other than the street where they have offloaded and do not provide any type of installation services. Usually, two people are needed to remove large furniture items from the truck and move to the desired area for unpacking. One strong person may be able to accomplish this task. Furniture boxes are not usually extremely heavy, just large and bulky. A four-wheeled furniture dolly is helpful to move furniture boxes around.

Acceptance: Make sure to count all boxes and confirm the units on the bill of lading. Important Note: If you see any damage on boxes or to furnishings "during acceptance" make a note on the bill of lading when you sign for it. Make sure it's noted on the copy that the driver keeps as well. Then notify us immediately and we will rectify the situation. A general picture of the damaged boxes and or items taken from a cell phone is useful.

Unpacking: Typically, it's easiest to unpack items where you offloaded them, and or in a shaded area closest to the location where the furnishings will eventually be moved too. A utility knife is required to cut boxes open. Be careful not to cut furnishings inside of boxes [illegible] opening, as it would not be covered under warranty. Once items are out of the box, be prepared to remove a substantial amount of protective wrapping paper and packaging materials for furniture. Large trash bags are helpful for packing materials.

Staging Furnishings: It helps to have a pre-written diagram of where you would like the furnishings to be staged ahead of time. We have found that you can easily print your pool or patio areas from Google maps on satellite mode and draw in the desired locations of the furnishings. Carrying the large furniture by hand from the un-packaging area is usually best. Trying to stack large items on a dolly for moving after they have been unwrapped only tends to scratch or damage them. Note: Umbrellas, bases, and smaller items are easiest moved to the final placement location prior to unpacking.

Disposing of Packaging: Depending on the number of furnishings, be prepared to transport boxes, pallets and packing material to the local city or county disposal site. Most of the time it is too much to handle in your local community dumpster. The packaging is all standard materials and is not hazardous or subject to any additional fees at the disposal site. We have found that you can take the cardboard and most materials to a recycling center for free disposal as well.

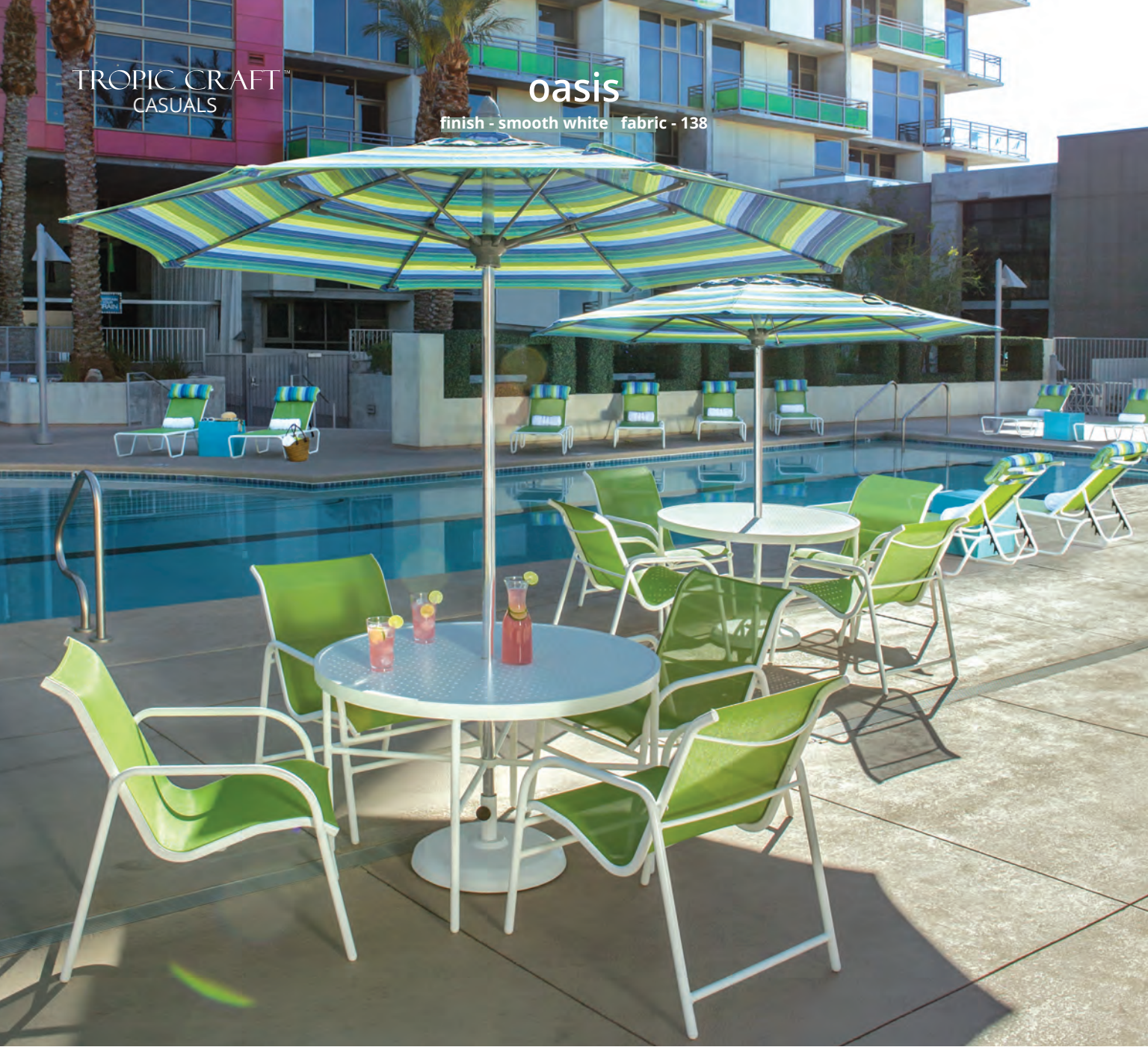
Removal of Existing Furnishings: Items can be taken to the local disposal site. We have found that on some occasions a service such as Salvation Army, or thrift stores, etc., may come and take some or all off the furnishings as a donation. As well, you can place an ad in craigslist (with images) to either sell or have it picked up for free. Also, you may let your residents know and they may take some for personal use.

Recommended Tools and Items:
Utility knife
Wire snips
Trash bags
Four wheeled furniture dolly is helpful but not required
Truck or trailer to remove packaging materials and old furnishings to disposal site

TROPIC CRAFT™
CASUALS

oasis

finish - smooth white fabric - 138





M4009S
Nesting Sling Game Chair
22.5"W 30.75"D 33.75"H 17"Sh 23.5"Ah
Weight: 9



M4005S
Sling Bar Stool
24"W 29"D 48.5"H 29"Sh 36.75"Ah
Weight: 11



M4006S
Nesting Sling Sand Chair
22.5"W 31.5"D 24"H 7.5"Sh 13.5"Ah
Weight: 8



M4102HS
Elevated Stacking
Sling Chaise Lounge
27"W 78"D 46.5"H 17.5"SH Weight: 24
M10005 Chaise pad sold separately.



M4102S
Stacking Sling Chaise Lounge
27.25"W 82.5"D 41"H 13"Sh Weight: 21
M10005 Chaise pad sold separately.

M4202S
Stacking Sling Chaise Lounge With Skids
27.25"W 82.5"D 41"H 13"SH Weight: 22
M10005 Chaise pad sold separately.



M3005CW
Vinyl Crossweave Nesting Game Chair
23.5"W 29"D 33.25"H 16.5"SH 21"AH
Weight: 10



M4005CW
Vinyl Crossweave Bar Stool
24"W 27.5"D 48"H 30"SH
36.75"AH
Weight: 14



M4006CW
Vinyl Crossweave Nesting Sand Chair
22.75"W 33"D 23.25"H 8.25"SH 13.75"AH
Weight: 9

M4006CWHB
(Not Shown) Vinyl Crossweave High Back
Nesting Sand Chair
22.75"W 38.75"D 29.5"H 8.25"SH 13.75"AH
Weight: 10



Skid Plate



M3105CW
Vinyl Crossweave Stacking Chaise Lounge
27.5"W 78.5"D 42.125"H 13.5"SH Weight: 23
M10005 Chaise Lounge pad sold separately.

M3205CW
Vinyl Crossweave Stacking Chaise Lounge With Skids
27.5"W 78.5"D 42.125"H 13.5"SH Weight: 24
M10005 Chaise Lounge pad sold separately.



M3105HCW
Elevated Vinyl Crossweave
Stacking Chaise Lounge Weight: 24
27"W 78"D 46.5"H 17.5"SH
M10005 Chaise Lounge pad sold separately.

M3205HCW
Elevated Vinyl Crossweave
Stacking Chaise Lounge With Skids
27"W 78"D 46.5"H 17.5"SH Weight: 25
M10005 Chaise Lounge pad sold separately.

- **Heavy-walled tubular aluminum extrusion**
- **Pieces stack (excluding bar stool)**
- **Nylon glides underfoot for surface protection**
- **Available in sling or vinyl strap seat**
- **Over-under style vinyl cross weave pattern**
- **Virgin vinyl strap, 2" wide created with mildew inhibitors**
- **Optional skid plate available on chaises for base protection**
- **Available in all frame finishes**
- **Vinyl strap colors are located on page 172**



M31085S
Daybed Sling
Shown with optional **M31085CS** canopy & shades
and **M1304** cushion set both sold separately.
55”W 90”D 21.5”SH
Overall Height: 80” (With Canopy) Weight: 176.5
M1304P Premium Cushion Set sold separately



M31085S
Daybed Sling Base Without Canopy And Shades
55"W 90"D 45"H 17.5"SH
Weight: 112



The shades are adjustable and are secured to the frame using “C” pockets welded to the 4 posts. The shade rods slip into the “C” pockets with tension that holds them securely in place.



Shade rod secured into “C” pocket.



M1330
Daybed Head Pillow
23. 5"W 9"D 5"H
Fits with or without cushion



The side shades can be pulled up and totally out of the way by simply placing the tension rods in the double “U” brackets located in the top middle of the front and back of the top canopy.

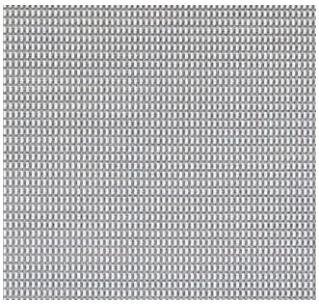


If the canopy is not utilized end caps cover the four corner extrusions of the lower bed frame.



Double skate wheels on the back of lower bed frame allow easy mobility.

Woven Vinyls - Grade A For Sling, Cushion and Umbrella except where noted.



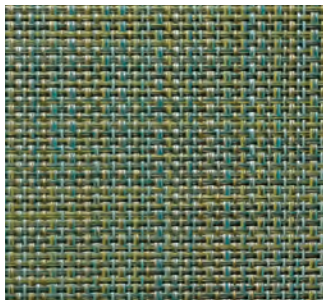
001 STRAW MATT
PHIFERTEX®
GRADE A



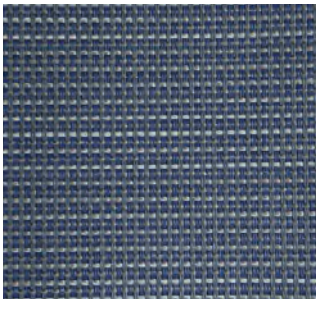
003 LANAI
PHIFERTEX®
GRADE A



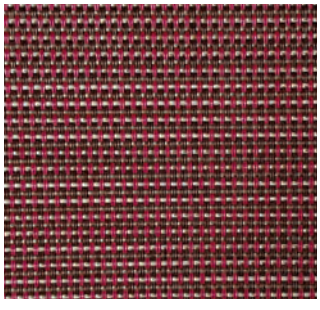
005 POMPASS GRASS
PHIFERTEX®
GRADE A



012 SHELBY
PHIFERTEX®
GRADE A



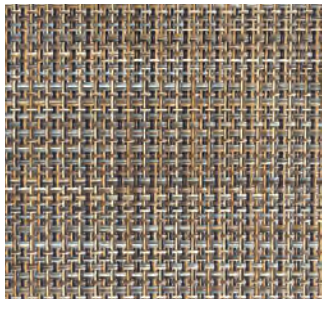
013 COBALT TWEED
PHIFERTEX®
GRADE A



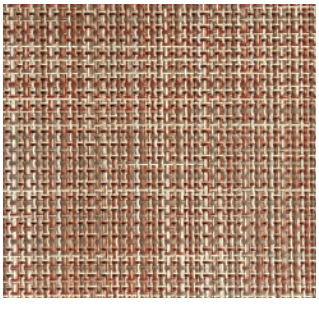
014 PLUM TWEED
PHIFERTEX®
GRADE A



015 TRIXIE STRIPE
PHIFERTEX®
GRADE A



019 STACK STONE
PHIFERTEX®
GRADE A



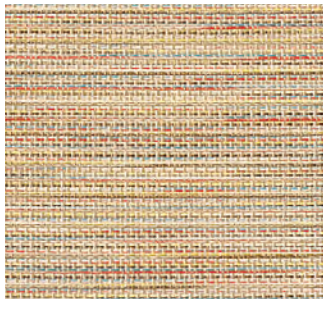
020 STACK BRICK
PHIFERTEX®
GRADE A



027 CLAY SKY
PHIFERTEX®
GRADE A



032 SPICE
PHIFERTEX®
GRADE A



034 ATRIUM
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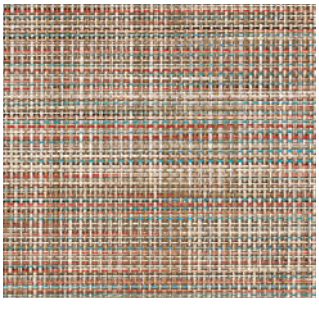
GRADE A



035 CARNIVAL
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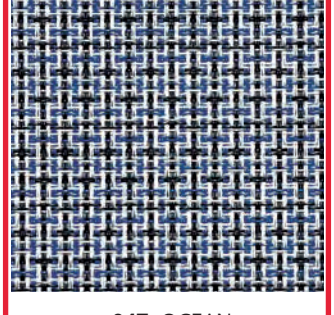

047 OCEAN
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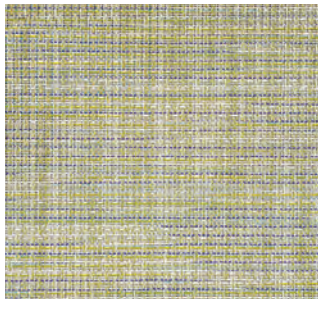

052 BERMUDA WICKER
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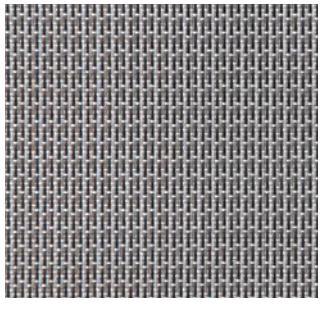
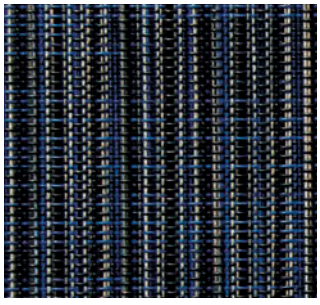


059 AMALFI
PHIFERTEX®
GRADE A

Woven Vinyls - Grade A For Sling, Cushion and Umbrella except where noted.



061 SARASA BLUE
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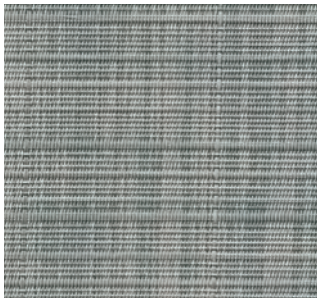
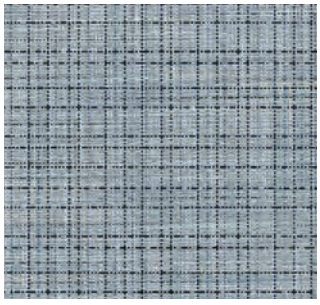


064 ROCKBROOK
TEXTILENE®
GRADE A



087 CHARM ICE BLUE
PHIFERTEX®
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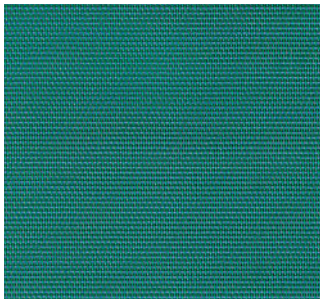

123 AQUA MARINE
TEXTILENE®
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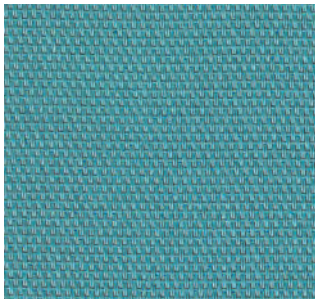
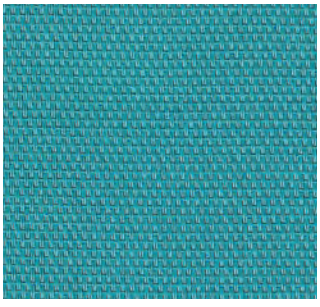


124 MYAN TEAL
TEXTILENE®
GRADE A



125 RED
TEXTILENE®
GRADE A



127 JADE
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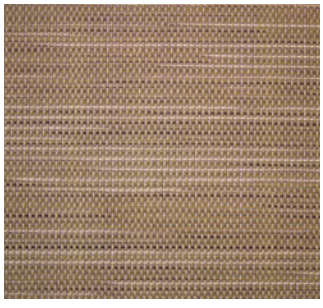

128 HONEY
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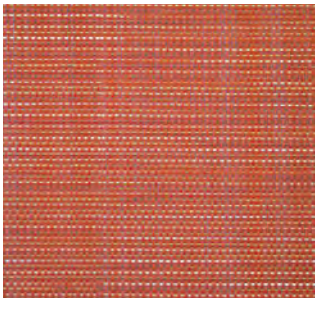

129 MERIDIAN
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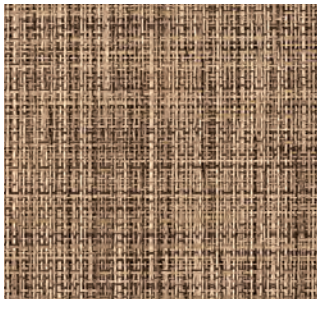
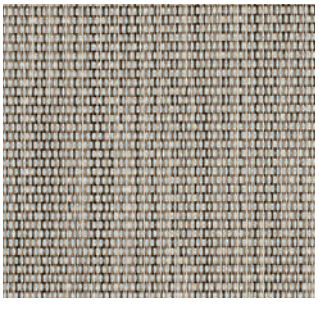


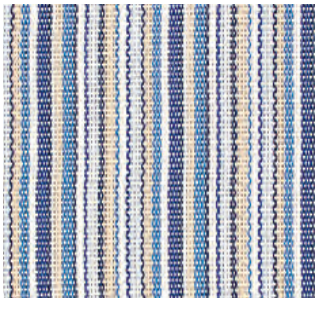
133 CHESTERFIELD
TEXTILENE®
GRADE A



135 ATLANTIC DRIFT
TEXTILENE®
GRADE A



138 GO GREEN
TEXTILENE®
GRADE A



142 DELRAY STRIPE POOLSIDE
PHIFERTEX®
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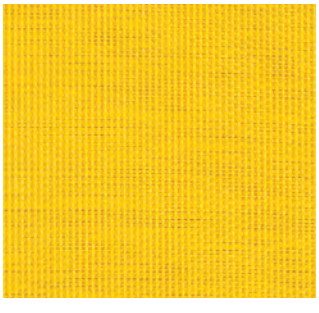

145 LEMON YELLOW
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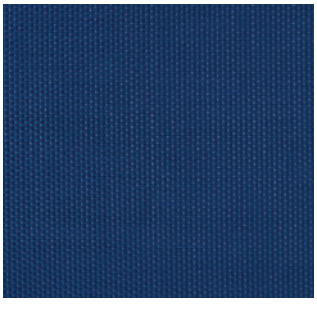
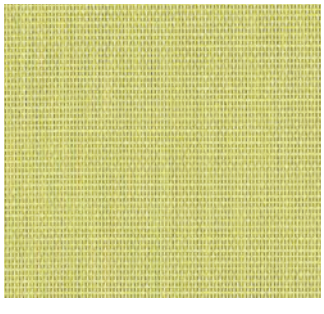
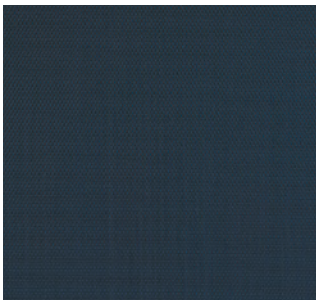


146 ROYAL BLUE
PHIFERTEX®
GRADE A



147 GARDEN GREEN
PHIFERTEX®
GRADE A

Woven Vinyls - Grade A For Sling, Cushion and Umbrella except where noted.



150 NAVY PIER
PHIFERTEX®
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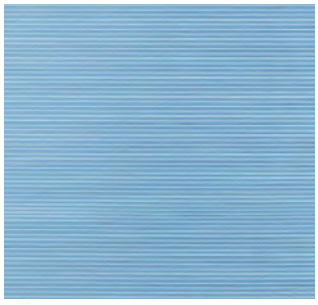
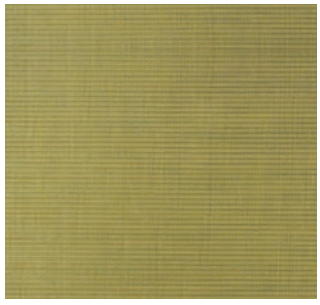


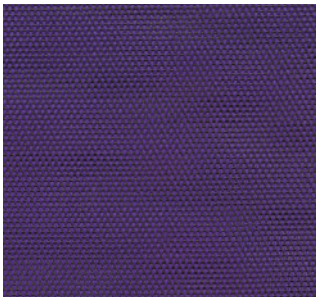
153 DUPIONE POOLSIDE
PHIFERTEX®
GRADE A



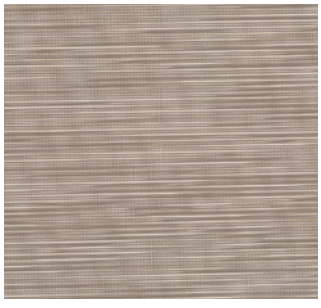
154 DUPIONE KIWI
PHIFERTEX®
GRADE A



159 WINDSOR STRIPE SPA
PHIFERTEX®
GRADE A



176 ROYAL PURPLE
TEXTILENE®
GRADE A



203 BROWN DERBY
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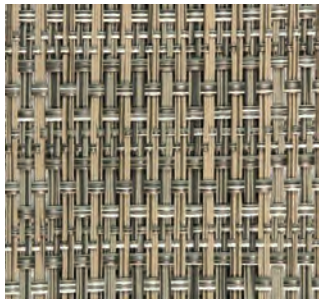
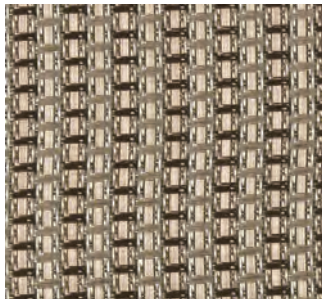
GRADE A



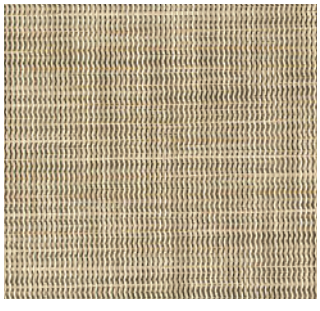
***214** MOSS WICKER
TEXTILENE®
GRADE A



217 MADERA NICKEL
PHIFERTEX®
GRADE A



227 TURQUOISE STONE
PHIFERTEX®
GRADE A



242 SADDLESTITCH MATRIX
PHIFERTEX®
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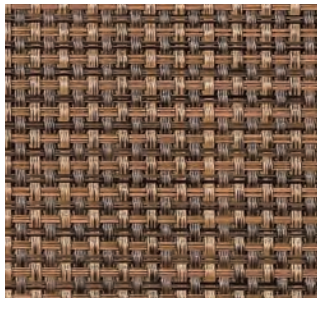
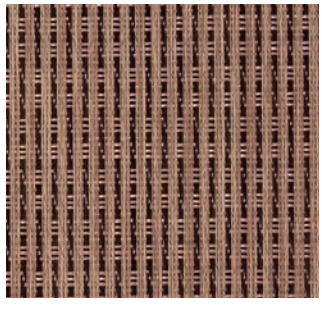
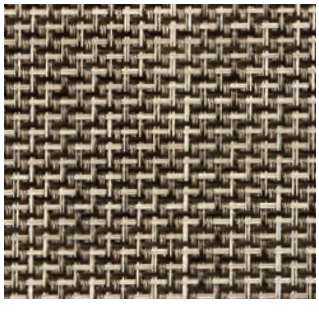


***269** CANE WICKER BRONZE
PHIFERTEX®
GRADE A



277 EARTH MULTI
PHIFERTEX®
GRADE A



280 TRELLIS STONE
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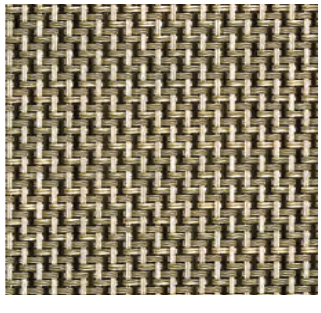
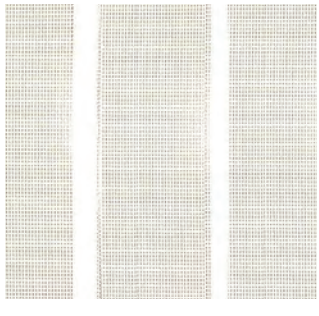
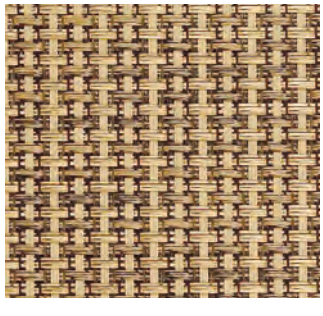


281 TRELLIS MOSS
PHIFERTEX®
GRADE A



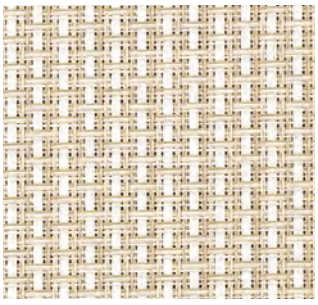
408 WHITE ON WHITE PACKED STRIPE
TEXTILENE®
GRADE A



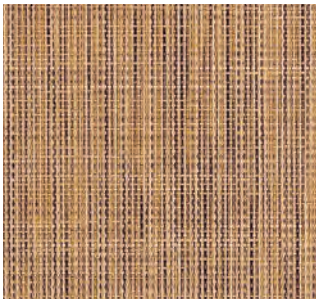
412 ESPECIA
PHIFERTEX®
GRADE A

* Not recommended for cushions. Not available for padded sling.

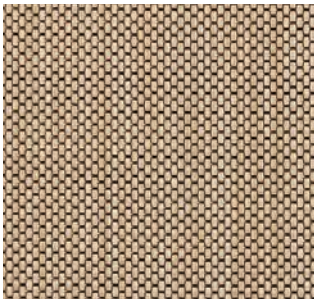
Woven Vinyls - Grade A For Sling, Cushion and Umbrella except where noted.



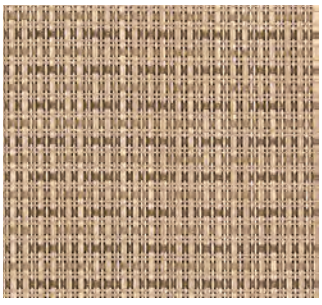
413 COCONUT
PHIFERTEX®
GRADE A



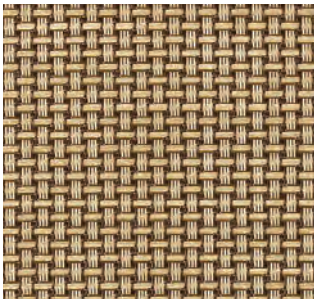
416 NEGRIL TWEED
PHIFERTEX®
GRADE A



424 EARTHTONE GRASSCLOTH
TEXTILENE®
GRADE A



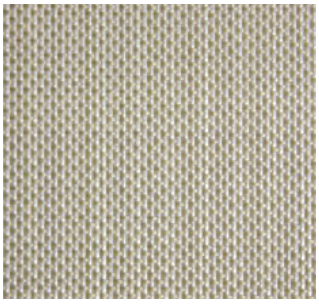
441 LOOM WEAVE CAMEL
TEXTILENE®
GRADE A



457 EARTHTONE BASKETWEAVE
TEXTILENE®
GRADE A



463 BLUE BLUSH
TEXTILENE®
GRADE A



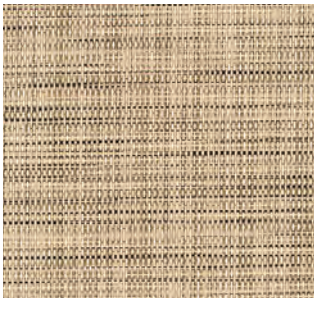
464 TITANIUM
TEXTILENE®
GRADE A



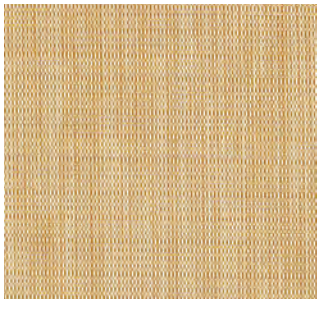
480 BURLAP
TEXTILENE®
GRADE A



481 OYSTER PEARL
PHIFERTEX®
GRADE A



482 BARNWOOD
PHIFERTEX®
GRADE A



483 GLISTEN SILVER
TEXTILENE®
GRADE A



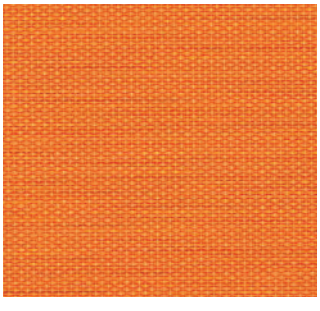
507 UMBER PINSTRIPE
TEXTILENE®
GRADE A



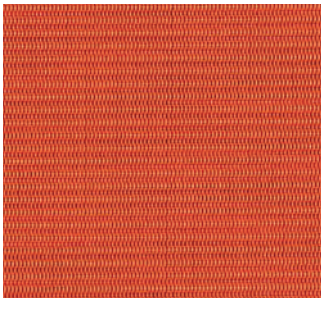
866 WHITE MESH
PHIFERTEX®
GRADE A



913 BLACK MESH
PHIFERTEX®
GRADE A



914 SNAPPY ORANGE
PHIFERTEX®
GRADE A



915 METALLIC SALSA
PHIFERTEX®
GRADE A

* Not recommended for cushions. Not available for padded sling.

frame finishes

N4 ANTIGUA

***BGE** GLOSS BEIGE

BIS ANTIQUE BISQUE

BKN BLACK

BRZ BRONZE

***CAM** CAMEL

***CEL** CELEDON

CPP COPPER

DRF DRIFTWOOD

JAV JAVA

***LAT** LATTE

MST COASTAL MIST

***OVE** OLIVE

OLY OLYMPIC GOLD

N7 PATINA

SLV SILVER

***SVR** SMOOTH VERDE

SWH SMOOTH WHITE

TPW TEXTURED PEWTER

WTK WEATHERED TEAK

***LMG** LIME GREEN

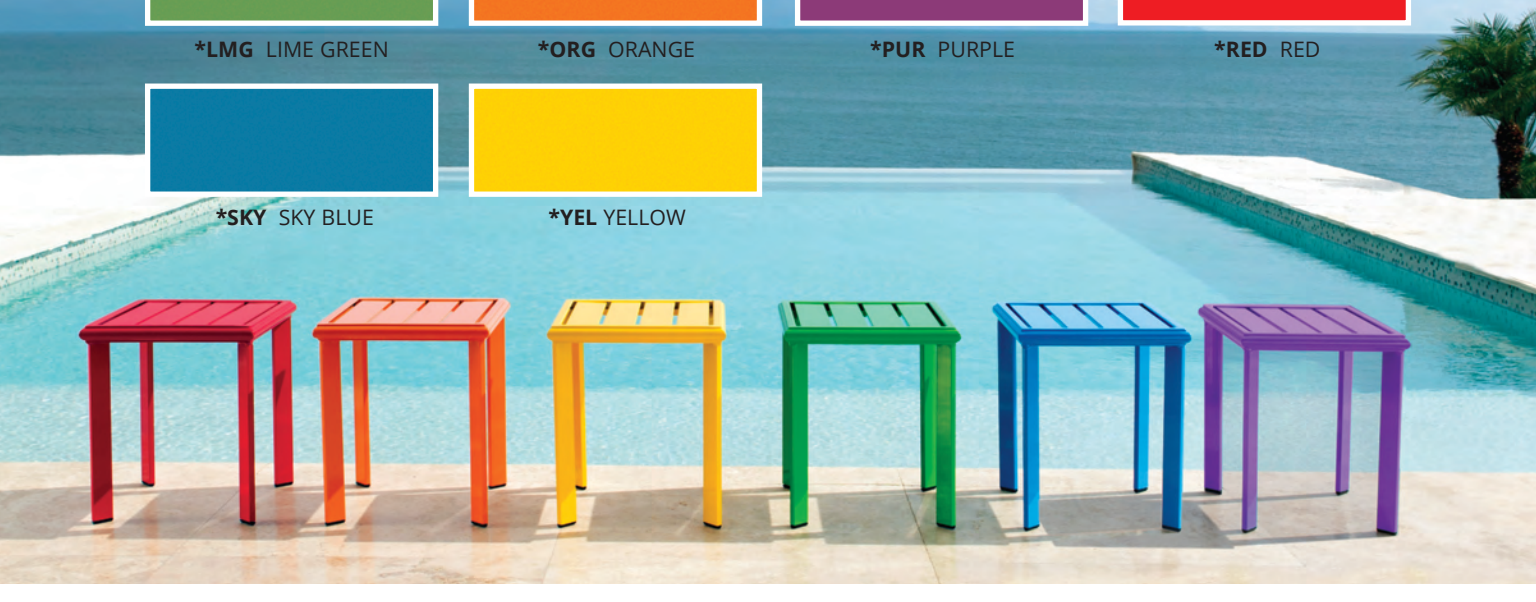
***ORG** ORANGE

***PUR** PURPLE

***RED** RED

***SKY** SKY BLUE

***YEL** YELLOW



Texacraft purchases the most durable electrostatic polyester powder available to cover the aluminum frames. This polyester powder is sprayed onto the frames which are then sent through a high temperature oven where the powder melts and bakes onto the frame. Combining such high quality finish components with Texacraft's extensive frame preparation process involving numerous cleaning cycles, the Texacraft finish will provide many years of worry free protection to the furniture frame.

*Glides and end caps are not necessarily color matched to finish color. Black, White or Opaque glides and end caps may be used.

Photographs do not necessarily give the exact color representation of the actual frame finish.

EXHIBIT 6

Westbrook
YOUR TOTAL SERVICE SOLUTION
RESIDENTIAL • COMMERCIAL • CONSTRUCTION
ELECTRICAL PLUMBING AIR CONDITIONING GAS

Program Maintenance Agreement – Pool Heaters Maintenance

Prepared for:

Solterra Resort

5200 Solterra Blvd.

Davenport, FL 33837

Prepared by:

Westbrook Service Corporation
1411 S. Orange Blossom Trail
Orlando, FL 32805
Phone: (407) 841-3310

1/24/2024

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6. APPENDIX B - EQUIPMENT MAINTENANCE PROCEDURES.. 10

1.EXECUTIVE SUMMARY

Westbrook Service Corp. would like to thank Solterra Resort for this opportunity to propose the following custom-tailored mechanical maintenance solution for your Pool Heaters. In today's economy, companies like Solterra Resort are charged with finding ways to continually improve upon quality service while containing or reducing costs. During this time, effective strategic decision-making is crucial to meeting these higher standards. Westbrook Service Corp. is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. Westbrook Service Corp. is dedicated to identifying, developing, and implementing strategies that will reduce your costs through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

2**. PROGRAM FEATURES**

The implementation plan of your Program Maintenance Agreement will include the following scope of service to be provided on the equipment described in the "List of Maintained Equipment" located in Appendix A of this Agreement.

Scheduled Inspections: Westbrook Service Corp. will provide 2 Semi-Annual inspections per year in accordance with the "Equipment Maintenance Procedures" located in Appendix B of this Agreement. The manufacturer's recommendations, equipment application, and our extensive experience determine the maintenance procedures, which our technicians precisely follow.

Our program includes all maintenance materials and lubricants required to perform these procedures.

Corrective Maintenance and Component Replacement Coverage: The main objective of this Program Maintenance Agreement is to maintain your equipment at optimum efficiency. Corrective service repairs or component replacement recommendations will be presented for approval prior initiating any work beyond the scope of the Standard preventative Maintenance Program. Corrective service repairs and component or system replacements are not covered under the terms of the Standard Preventative Maintenance Program.

Contract Customer rates for service calls placed outside of the planned maintenance schedule are as follows:

Normal Hours: $130.00 per hour + $85 trip charge

After Hours: $195+ $85 trip charge

Holiday Hours: $260+$85 trip charge

Emergency and Trouble Call Coverage: Under this Agreement, we will provide emergency response between scheduled visits, Monday through Sunday, including holidays, 24 hours per day to minimize downtime. All emergency service labor and materials are billed at our standard contract customer rates and are not covered under the terms of the Standard Preventative Maintenance Agreement.

Service Documentation: We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification, and brief description of work. This documentation will be made available upon request.

3. YOUR PROGRAM INVESTMENT

This Program Maintenance Agreement will be for an original term of 1 year, beginning on

2/10/2024. At the end of the original term of this Agreement, the program will automatically renew from year to year with a 5% price increase. Either party may terminate this Agreement with written notice forty-five (45) days before the end of the renewal term. Solterra Resort's annual investment in this program is shown below:

TERM	PRICE	% ADJUSTMENTS
Year 1	$ 2,770	

PLEASE CHECK PAYMENT OPTION BOX:

❑ SEMI-ANNUAL $ 1,385

❑ ANNUALLY $ 2,770

The annual Agreement prices shown above can only be adjusted if equipment is added to or deleted from the original Agreement.
Payment terms will be thirty (30) days after Westbrook Service Corp.'s date of invoice. Westbrook Service Corp. reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Westbrook Service Corp. of any obligations pertaining to work or performance of work.

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: *Steve Morgan*

Account Executive

DATE: January 24, 2024

CUSTOMER ACCEPTANCE
ACCEPTED BY: _____

TITLE: _____

DATE: _____

P.O. #: _____

Westbrook Service Corp. ACCEPTANCE

ACCEPTED BY: _____

TITLE: _____

DATE: _____

4. TERMS AND CONDITIONS

A.) Planned and/or routine maintenance services provided under this Agreement will be performed during normal working hours.

B.) The guarantees and services provided under the scope of this Agreement are conditioned upon Solterra Resort operating and maintaining systems/equipment. Solterra Resort will do so according to industry accepted practices and in consideration of our recommendations.

C.) Solterra Resort will provide and permit reasonable access to all covered equipment. Westbrook Service Corp. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

D.) This proposal assumes that all pieces of equipment are in proper operating condition. Westbrook Service Corp. shall inspect and report to Solterra Resort any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of Westbrook Service Corp. to make recommendations and to assist Solterra Resort in restoring the equipment to proper operating condition. However, all the restoration costs shall be borne by Solterra Resort unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted, and repair work not performed.

E.) Under no circumstances will Westbrook Service Corp. be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Solterra Resort tenants or clients, or any special, indirect, or consequential damages.

F.) Westbrook Service Corp. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.

G.) Westbrook Service Corp. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

H.) Westbrook Service Corp. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal, or other authorities except as otherwise included in this Agreement.

I.) This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

J.) In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.

K.) Westbrook Service Corp. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees, and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, orders or regulations established by any government authority, unusual delays in procuring supplies, or for any other cause beyond its reasonable control.

L.) Only Westbrook Service Corp.'s personnel or agent are authorized to perform the work included in the scope of this Agreement. Westbrook Service Corp. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

M.) This Agreement and all rights hereunder shall not be assignable unless approved by Westbrook Service Corp..

N.) Westbrook Service Corp.'s scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Westbrook Service Corp. encounters such material in performing its work, Westbrook Service Corp. will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.

O.) This Agreement contains the entire contract, and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement, remarks, agreement, or understanding, oral or written, not contained herein, will be recognized, or enforced.

P.) Solterra Resort acknowledges and agrees that any purchase order issued in accordance with this Agreement, is intended only to establish payment authority for internal accounting purposes. No purchase order shall be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Q.) Should the contract be canceled without due cause, Solterra Resort shall pay Westbrook Service Corp. 25% of the annual price in addition to any previous amount paid.

5. APPENDIX A - LIST OF MAINTAINED EQUIPMENT

The following POOL HEATER equipment was identified during our survey and will be covered as a part of Solterra Resort Program Maintenance Agreement.

TYPE	MAKE	MODEL #	SERIAL #	LOCATION
Pool Heater	Sta-Rite	SR400NA	4400305210024K	Ground
Pool Heater	Sta-Rite	SR400NA	4400193220014D	Ground
Pool Heater	Sta-Rite	SR400NA	4400117170024U	Ground
Pool Heater	Sta-Rite	SR400NA	4400018170074S	Ground
Pool Heater	Sta-Rite	SR400NA	4400305210011X	Ground

The covered equipment is located at:

Solterra Resort

5200 Solterra Blvd.

Davenport, FL 33837

Bill to:

Solterra Resort

5200 Solterra Blvd.

Davenport, FL 33837

APPENDIX B – EQUIPMENT MAINTENANCE PROCEDURES

Semi-Annual Maintenance:

- Observe pool heater operation
- Make visual inspection of pool heaters and related equipment
- Check all safety devices and controls for proper operation
- Inspect all electrical components
- Test operation of the pressure relief valve
- Test for proper operation of water pressure switch
- Inspect the jacket covers and venting system.
- Prove proper ignition system operation
- Provide copy of PM report

EXHIBIT 7

Proposal #383130
Date: 01/19/2024
From: Virginia Alvarez Cortes

Proposal For

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

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Bahia Sod Install Easement at 7507 Oakmoss Loop

Terms: Net 30

DESCRIPTION	AMOUNT
Bahia Sod Installation	$4,268.59

Client Notes

- Install 4100 SqFt of Bahia Sod on Easement at 7507 Oakmoss Loop.
- Its recommended to install new irrigation zone.
- Separate proposal submitted to add irrigation zone to cover new sod area.
- If no irrigation is installed Yellowstone is not responsible for sod replacement.





SUBTOTAL	$4,154.67
SALES TAX	$0.00
TOTAL	$4,154.67

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be 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

Virginia Alvarez Cortes
Office:
valvarez@yellowstonelandscape.com

Proposal #383123
Date: 01/19/2024
From: Virginia Alvarez Cortes

Proposal For

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

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

St. Augustine Sod Install Easement at 7507 Oakmoss Loop

Terms: Net 30

- Install 4100 Sqft of St Augustine Sod on Easement at 7507 Oakmoss Loop.
- Separate proposal submitted to add irrigation zone to cover new sod area.

DESCRIPTION	AMOUNT
St Augustine Sod Installation	$5,616.59

Client Notes

- Install 4100 Sqft of St Augustine Sod on Easement at 7507 Oakmoss Loop.
- Separate proposal submitted to add irrigation zone to cover new sod area.





SUBTOTAL	$5,466.67
SALES TAX	$0.00
TOTAL	$5,466.67

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be 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

Virginia Alvarez Cortes

Office:
valvarez@yellowstonelandscape.com

EXHIBIT 8

Proposal #382961
Date: 01/19/2024
From: Virginia Alvarez Cortes

Proposal For

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

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Irrigation install for easement at 7507 Oakmoss

Terms: Net 30

DESCRIPTION	AMOUNT
Irrigation Labor	$750.00
2" Hunter Valve	$374.31
Hunter Decoder	$364.85
Pipeline	$265.71
Rotors	$183.71

Client Notes

- Install irrigation zone to cover easement of St. Augustine sod install.
- Run irrigation line from Solterra Blvd valve.

SUBTOTAL	$1,938.58
SALES TAX	$0.00
TOTAL	$1,938.58

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be 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

Virginia Alvarez Cortes
Office:
valvarez@yellowstonelandscape.com

EXHIBIT 9

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

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT ("**License Agreement**") is made and entered into this ___ day of February, 2024, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida, with a mailing address of c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"), and

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

RECITALS

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

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

WHEREAS, Licensee approached the District and desires to make use of the recreational open space described above ("**License Area**") for hosting a holiday event for District residents, their guests, and members of the community from April 18, 2024, through May 1, 2024, ("**Event**"); and

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

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

DRAFT

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

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

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

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

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

A. Licensee's access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District's property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize non-District property.

B. Licensee's access is limited to the Event taking place beginning on April 18, 2024, and ending on May 1, 2024, which includes set-up and take-down.

C. The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.

D. Licensee's use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the District's adopted Amenity Facilities Policies and Rates), and Licensee's use shall not interfere with the operation of the License Area as a public improvement.

DRAFT

E. Proper non-permanent signage regarding parking and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of the Event.

F. Licensee shall be solely responsible for all preparations necessary for the Event to be held on the License Area. The District and the Licensee agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of Licensee. Licensee understands and agrees that serving or selling of alcoholic beverages during the Event is strictly prohibited.

G. Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Amenity Facilities Policies and Rates, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a District sponsored or affiliated event.

H. Licensee agrees to make every reasonable effort to ensure that District property, including the License Area, is not damaged or injured and agrees to assume full responsibility for the use of the License Area by its vendors, Licensees, employees, agents, representatives, invitees or attendees during the preparations for, the conducting of, and the cleaning after the Event.

i. **Repair.** Licensee agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, any District property which is damaged, destroyed, or otherwise impaired by Licensee's employees, vendors, Licensees, agents, representatives, invitees or attendees, incurred during, or as a result of, the preparations for, the conduct of, or the cleaning after the Event.

ii. **Cleaning.** Licensee shall be responsible for the costs to clean up the License Area and adjacent District property, including but not limited to proper disposal of trash/debris. Licensee agrees to return the License Area to its pre-Event condition immediately following the Event, but in no event later than 12:00 p.m. on the immediately succeeding day. Any unattended property or personal belongings may be removed by District staff, with no liability for removing the same, if the same is not removed within twenty-four (24) hours following the Event.

iii. **District Evaluation.** The District Manager, or his or her designee, may evaluate the License Area after the Event and shall notify Licensee of any cleaning, repair or other restoration deemed

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

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

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

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

6. INDEMNIFICATION.

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

DRAFT

negligence of Licensee, its employees, vendors, Licensees, guests, participants or agents, and/or as a result of Licensee's breach of any of its obligations under this Agreement. Provided, however, this indemnity excludes any claims or cause of action arising from or related to the District's gross negligence or willful misconduct. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

B. Obligations under this License Agreement shall include, but are not limited to, all costs including the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and other related expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interests accrued against the District.

C. In the event that the District is required to enforce this License Agreement by court proceedings or otherwise, then the District shall be entitled to recover from Licensee all costs incurred, including reasonable attorneys' fees.

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

8. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no

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cost, all public records in the Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

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

12. ENTIRE AGREEMENT. This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the Event taking place from April 18, 2024, through May 1, 2024.

[*Signatures on the following page*]

DRAFT

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

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

ABRAHAM PERKOWSKI

_____
By: _____
Its: _____

Exhibit A: License Area

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EXHIBIT A
License Area

"Tract L-3" according to that certain plat entitled *Solterra Phase 2A1* recorded in Plat Book 158, Pages 50-53, in the public records of Polk County, Florida, as shown in the photograph in this Exhibit A.

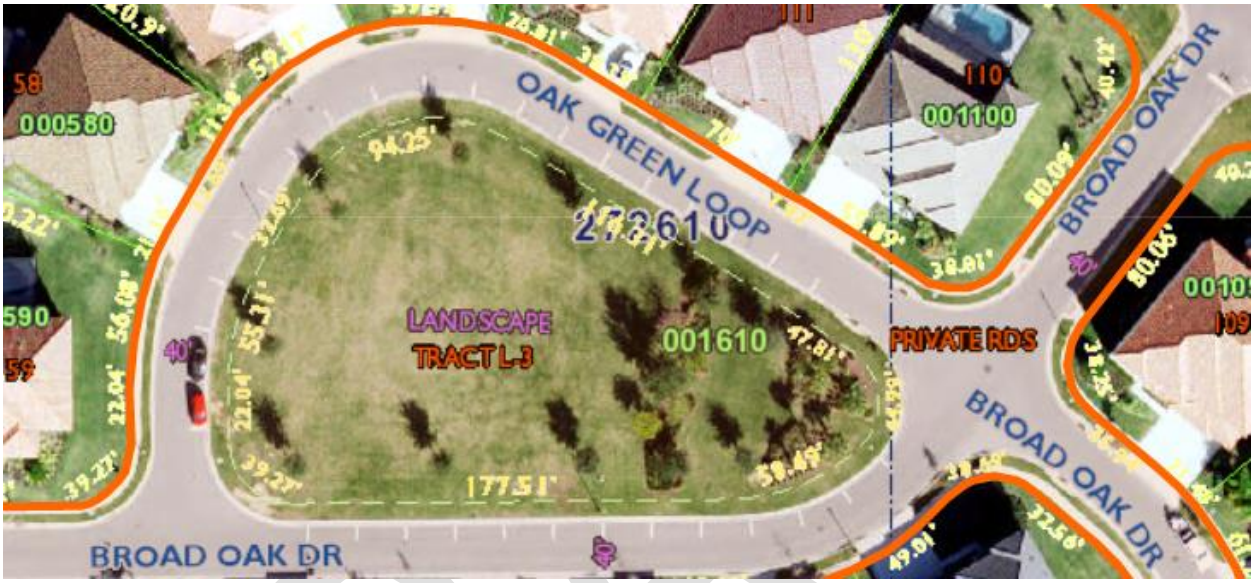

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EXHIBIT 10

All,

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

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

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

Option 1
18 oz. blockout vinyl
Holiday or Spring/summer banners (1 banner per pole)

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

Cost each : $77.
24 banners@ $77. Each: $1,848
(shipping estimate)$68.75

Option 2
18 oz. blockout vinyl
Holiday or Spring/summer banners (2 banners per pole)

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

Cost each : $73.
48 banners@ $73. Each: $3,504
(shipping estimate)$114.86

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

What is so unique on the custom coated mainstreet fabric:

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

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

Custom coated mainstreet fabric
Holiday or Spring/summer banners (1 banner per pole)

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

Cost each : $117
24 banners@ $117. Each: $2,808
(shipping estimate)$82.26

Option 2
18 oz. blockout vinyl
Holiday or Spring/summer banners (2 banners per pole)

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

Cost each : $113.
48 banners@ $113. Each: $5,424
(shipping estimate)$138.95.

Brackets:
Fibreflex 1 brackets**(Silver)**
Includes :

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

Cost for a set $70.00 (holds one banner)
24 sets @$70 each: $1680
Shipping : $114.75

Fibreflex 1 brackets**(Silver)**
Includes :

- Top/Bottom bracket

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

Cost for a set $70.00 (holds one banner)
48 sets @$70 each: $3,360
Shipping : $149.60

Bryan Beaudry
Christmas Lighting Company
PO Box 1151
Pearl River, NY 10965
845-920-1771
ChristmasLightingCompany.com




SOLTERRA
RESORT


HAPPY
Holidays


Welcome


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EXHIBIT 11

All-Rite Fence Services, LLC.
5115 Old Winter Garden Rd.
Orlando FL 32811
407-295-7093

Proposal

Quote # : 30053

Date: 09/14/2023

To: Vesta Property Services
5200 Solterra Blvd
Davenport FL 33837

Attn: Randy Frederick

Project: Acorn Court

Description	Amount
Furnish and install 36' of 4' high black 3 rail ornamental and (1) 6' high 3 rail double ornamental cantilever slide gate. Includes removal and disposal of existing damaged fencce and gates. Excludes: Clearing, grading, staking and permit.	$17,570.00

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Russell Lee
russell@allritefence.com

Non-Taxable Amount:	$17,570.00
Taxable Amount:	$0.00
Sales Tax:	$0.00
Quote Total	**$17,570.00**

Serving Central Florida Since 1967

Fence Depot Supply LLC
850 N Hoagland Blvd
Kissimmee, FL 34741
+1 4072014049
fencedepotsupply@gmail.com
fencedepotonline.com

ADDRESS
Randy Fredrick
5200 Solterra Blvd
Davenport, FL 33837 USA

SHIP TO
Randy Fredrick
5200 Solterra Blvd
Davenport, FL 33837 USA

Estimate 5007

DATE 09/21/2023

DATE	ITEMS	DESCRIPTION	QTY	RATE	AMOUNT
	Sliding Gate	New Double Sliding Gate Black Powder Coating (2) 6'Hx16'W Please refer to picture CAT Drawing to be submitted if job approved.	2	6,000.00	12,000.00
	93" Black Aluminum Posts	For 6'H CLS 3R W/21" DEPTH BLK	8	0.00	0.00
	Labor	To install double gate	1	2,500.00	2,500.00

All sales are final. Please review and confirm order is correct before leaving the premises.

SUBTOTAL	14,500.00
TAX	0.00
TOTAL	**$14,500.00**

Accepted By

Accepted Date

Due to continuing cost increases on transportation, labor and materials. Fence Depot Supply is implementing a price increase on the following product lines: panels, posts, and hardware. If a deposit is not acquired within 3-5 business days, your are at risk for price increase without notice.
Thank you, for your business!

Premier Engineering, Inc.
10910 Curley Rd, San Antonio, Fl. 33576
Phone: (813) 293-7481

September 13, 2023

Randy Fredrick
Facility Operations Manager
Solterra Resort
5200 Solterra Blvd
Davenport, FL 33837

Re: Proposal – Gate Replacement

Mr. Fredrick,

Thank you for the opportunity to provide you with this proposal for construction services. We have outlined our proposal below for your review.

I. SCOPE OF SERVICES:

To replace the existing damaged gate between Terrasonesta Dr and Acorn Ct. The work will include the following activities:

1. Removal and disposal proper disposal of the existing damaged gate.
2. Furnishing and installation of new aluminum two leaf rolling gate.
3. 6 ft high by 36 ft wide.
4. Color to match existing as best possible.
5. Furnishing and installation of new aluminum support posts
6. Removal and replacement of two (2) fence panels each 4 ft x 6 ft.
7. Clean area.

Additional Notes:

a. All safety precautions and measures per **OSHA** and state regulations will be followed throughout the project duration.
b. The proposal includes a one (1) year in labor.

II. PROJECT CONSTRUCTION FEE SCHEDULE:

Our proposed fee for the construction of this project to include the above-referenced services is **$30,555.00** (**Thirty Thousand Five Hundred Fifty-Five Dollars and 00/100**). A deposit of **$15,278.00** (**Fifteen Thousand Two Hundred Seventy-Eight Dollars and 00/100**) will be required upon the signing of this proposal. Due to the material cost's volatility, this offer of professional services is valid for fifteen (15) days after its date.

Invoices shall be submitted by the Contractor monthly and are due upon presentation. Invoices shall be considered past due if not paid within (30) thirty calendar days of the invoice date. If the Client should fail to pay any bill within (30) thirty calendar days of the due date, the Contractor may stop work on the project.

If payment is not received by the Contractor within (60) sixty calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5%) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

In the event legal action is necessary to enforce the payment provisions of this Agreement, the Contractor shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by the Contractor in connection therewith and, the reasonable value of the Contractor's time and expenses spent in connection with such collection action, computed at the Contractor's prevailing fee schedule and expense policies.

We appreciate the opportunity to offer you this proposal and we look forward to the above-listed scope of services.

Sincerely,

Jerry Keith, P.E.

The undersigned acknowledges a full understanding of the services to be performed by Premier Engineering, Inc.

Client: Solterra Resort	Contractor: Premier Engineering, Inc.
_____	_____
Title	Jerry Keith, P.E.

PO Number: _____

III. General Terms and Conditions:

HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Contractor has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all cost necessary to correct said investigation. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Contractor has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Contractor shall not be responsible for the existing condition nor any resulting damages to persons or property.

OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, computer files, field data, notes and other documents and instruments produced by the Contractor as instruments of service shall remain the property of the Contractor and may not be used by this Client for any other endeavor without the written consent of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto.

LIMITATIONS OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the client and contractor, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, the contractor's total liability to the client, for any and all injuries, claims, losses, expenses, or damages arising out of this agreement, from any cause or causes shall not exceed the amount of the contractor's fee. Such causes include, but are not limited to claims of negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

SCHEDULE TIME OF PERFORMANCE

Work will commence upon receipt of background files, geotechnical report, other necessary information, and signed proposal. Direction to proceed with the work whether written or oral will be deemed as acceptance of all terms and conditions contained herein. Best efforts will be used to achieve stated project design schedules provided they are reasonable and consistent with the professional care required to properly complete this work. The services and fees in this proposal anticipate orderly and contiguous progress of the project through completion. Unless otherwise noted it is assumed this project will be completed in one phase with one set of documents.

TERMINATION OF AGREEMENT

This agreement is subject to termination by the CLIENT upon seven (7) days written notice. In the event of any termination, the CONTRACTOR will be paid for all services requested by written notice and rendered to the date of termination. Upon written notice by the owner, the CONTRACTOR will supply one copy of all documents related to the PROJECT.

EXHIBIT 12

Summary of Supervisor Comments and Feedback to District Management Operations

- **Strategic Planning:** Develop and implement strategic plans for the District to promote economic growth and community development.
- **Project Management:** Oversee various development projects within the District, ensuring they are completed on time and within budget.
- **Stakeholder Engagement:** Collaborate with local government officials, community leaders, businesses, and other stakeholders to build partnerships and support for development initiatives.
    - **Additional Note from Supervisor:** I feel this area has been lacking a little in our organization.
- **Grant and Funding Management:** Identify and secure funding opportunities, including grants and other financial resources, to support district development projects.
    - **Additional Note from Supervisor:** This has been handled OK for example the Amenity fees - expectation for any future managers to continue.
- **Policy Advocacy:** Advocate for policies that support economic development, infrastructure improvement, and overall community well-being.
- **Community Outreach:** Engage with the community to gather input, address concerns, and foster a positive relationship between the district and its residents.
    - **Addition Note from Supervisor:** This has been lacking.
- **Infrastructure Development:** Work on projects related to transportation, utilities, and other infrastructure improvements that contribute to the overall development of the district.
- **Economic Analysis:** Conduct economic analyses to identify opportunities for growth and recommend strategies for economic development.
- **Regulatory Compliance:** Ensure compliance with local, state, and federal regulations related to development activities.
- **Public Relations:** Represent the Central Development District in public forums, meetings, and events, communicating its vision and objectives effectively.
    - **Additional Note from Supervisor:** I think we could use someone who is willing to approach the County and follow up on requests - for example, a 4-way stop on Pine Tree Trail at the community entrance.
- Willingness to foster a culture of cooperation between CDD and HOA for the benefit of the community at large
- Intelligent decisions regarding security and legal solutions to best ensure the security of residents, guests, and staff
- Consistent communication between District Management and the Board of Supervisors
- Keeping abreast of issues important to the community and ensuring the Board is aware of project status and concerns within the community. We don't want the Supervisors to be the last ones to know something.
- A willingness to hear (in earnest) and respond to community owners, bond holders, regarding CDD matters, and cc'ing Supervisors on all correspondence.
- Coordinate the preparation of the agenda and support materials for the agenda packets.

- Maintain District Records (i.e., maintain and safeguard the minutes of public meetings, resolutions, contracts, and agreements; compile, consolidate, and maintain adopted rules, procedures, contracts, and other documents of the Districts)
- Respond to public record requests, resident inquiries or complaints.
- Ensure all required documents are submitted in a timely manner.
- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue on the issues before the Board for action.
- Attend any standing committee meetings that may require the Manager to attend but not on a regular basis.
- Inform all Board Members with immediate notice if quorum cannot be met and a willingness to schedule interim meetings to accommodate quorum as needed
- Implementation of budget directives.
- Provide all required annual disclosure information to the local government in the County in which the District resides and complete county required filings.
- Ensure compliance with the Florida Statutes as it relates to financial reporting requirements for the District and State and Federal tax and financial forms.
- Maintain an audio recording of all meetings of the District.
- Provide Oath of Office and Notary Public for all newly elected members of the Board of Supervisors.
- Monitor board member's submittal of Florida forms F-1 and Statement of Financial Disclosure.
- Coordinate and provide contract administration for any services provided to the District by outside vendors through field services personnel or other methods including confirmation of State of Florida business license, liability insurance, workers' compensation insurance, and past performance on CDD projects.
- Review proposals submitted to the District for vendors' past performance, contract addendum(s), permits required, proposal cost, proposed start date, proposed period of performance, and identified Fiscal Year budget line item.
- Maintain the District's website keeping it current, informative, and ensure it provides mandated information.
- Coordinate with the Board to determine the services and levels of service to be provided as part of the District's budget preparation, assist in preparing and submitting budget numbers for maintenance items, prepare annual budget for manager's review and approval by the Board of Supervisors, and transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare Board Agendas and coordinate receipt of sufficient material for the Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- Record and transcribe meeting minutes for all meetings of the Board of Supervisors including regular meetings, special meetings, workshops, and public hearing(s).
- Additional duties as directed by the Board.
- Feasibility studies
- Maintenance and oversight of:

    - Roadways & Signage
    - Landscape & Irrigation Maintenance
    - Stormwater Management System, including stormwater ponds
    - Recreational Facilities, including pools, parks, and amenity center
    - Streetlights
    - Gatehouse and Gates
- Approve and submit invoices
- Review annual insurance policy to ensure District maintains proper insurance coverage
- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Financial Services for Government Accounting, which includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Accounts Payable and presentation to Board of Supervisors for approval or ratification
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Compliance with financial and accounting statutes effecting the District which includes but are not limited to:
    - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
    - Oversee and implement Bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies.
- Bind necessary insurance for the District which includes liability, property, workers compensation, etc.
- **Field Operations:** Provide onsite field services to manage operations and maintenance contracts including but not limited to landscaping, bodies of water and wetlands, security, pool attendants and janitorial to ensure contractors are performing in accordance with specifications of their contract.
- Management of contracts to include:
    - Monitoring and management of utility accounts
    - Site inspections
    - Meetings with contractors
    - Inspections of community lighting
    - Receiving and responding to property owner phone calls and e-mails about CDD contract issues and following up with the appropriate contractor to resolve property owner issue(s).
    - Oversight of field operations budget on a month-to-month basis
    - Preparation of annual operations budget
    - Prepare maintenance plan for current and future District Infrastructure
    - Provide monthly operations memorandum outlining all field activity and present at Board of Supervisor meetings
    - Processing/tracking insurance claims

- Other responsibilities may include:
    - Prepare and administer landscape bid specification (RFP)
    - Website Production/Community Publications
- Maintenance Services
    - General Facility Maintenance
    - General Cleaning/Janitorial
    - Pressure Washing
    - Painting
    - Lake, Roadside and Common Area Trash Removal
    - Special Projects

EXHIBIT 13



REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #
R5			
R4			
R3			
R2			
R1		DATE 1	

CO. COUNTY
SEC-TWP-RGE
ISSUE DATE:
ISSUE DESCRIPTION:
LEAD DESIGNER:
LEAD TECHNICIAN:

Stantec
Stantec Consulting Services
380 Park Place Blvd. Suite 300
Clearwater, FL 33759
Phone 727-531-3505
Certificate of Authorization #27013 •
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

CLIENT:
PROJ:
START DATE: 1/24/2024
HORIZ. SCALE: 1"=20'
VERT. SCALE:
TITLE: SOLTERRA CDD
PROPOSED AMENITY PARKING LOT LAYOUT
OPTION 1
CROSS REF. NUMBER:
STANTEC PROJECT NUMBER: 215612150
SEAL:
INDEX NO.: INDEX_NO
SHEET NO.: 1 OF 1



R5				CO. COUNTY	ISSUE DATE:
R4					ISSUE DESCRIPTION:
R3					
R2					
R1		DATE 1			LEAD DESIGNER:
△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEC-TWP-RGE	LEAD TECHNICIAN:

Stantec
Stantec Consulting Services
380 Park Place Blvd. Suite 300
Clearwater, FL 33759
Phone 727-531-3505
Certificate of Authorization #27013 •
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

CLIENT:	START DATE: 1/24/2024	TITLE: SOLTERRA CDD PROPOSED AMENITY PARKING LOT LAYOUT OPTION 2	SEAL:
PROJ:	HORIZ. SCALE: 1"=20'		INDEX NO.: INDEX_NO
	VERT. SCALE:	CROSS REF. NUMBER:	STANTEC PROJECT NUMBER: 215612150
			SHEET NO.: 1 OF 1

EXHIBIT 14

Change Order #	1	Date	February 2, 2024

"Stantec" Stantec Consulting Services, Inc.

Stantec Project # Stantec Proj. No.215612150

20215 Cortez Blvd., Brooksville FL 34601
Ph: (352) 777-0183
email: greg.woodcock@stantec.com

Client Solterra Resort Community Development District

Client Project # 215612150

250 International Parkway, Suite 208, Lake Mary FL 32746
Ph: 321-263-0132 X 742
email: kdarin@vestapropertyservices.com

Project Name and Location: Solterra Resort Community Development District, Florida

In accordance with the original Professional Services Agreement dated 31 May 2014 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

(DESCRIPTION)

Total fees this Change Order	
Original Agreement Amount	$10,000
Change Order Number 1	$15,000
Change Order Number	
Change Order Number	
Total Agreement	$25,000

Effect on Schedule: None

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services, Inc.		**Solterra Resort Community Development District**	
	Greg Woodcock, Project Manager Print Name and Title		Print Name and Title
Signature		Signature	
Date Signed:		Date Signed:	

EXHIBIT 15

MINUTES OF MEETING
SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District was held on Friday, January 5, 2024 at 10:00 a.m. at Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837. The actions taken are summarized as follows:

FIRST ORDER OF BUSINESS: Roll Call

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

Present and constituting a quorum were:

Karan Wienker (S1)	Board Supervisor, Chairwoman
Ariane Casanova (S5)	Board Supervisor, Vice Chairwoman
Connie Osner (S3)	Board Supervisor, Assistant Secretary
Bobby Voisard (S4)	Board Supervisor, Assistant Secretary

Also present were:

Kyle Darin	District Manager, Vesta District Services
Meredith Hammock	District Counsel, Kilinski Van Wyk
Greg Woodcock *(via Teams)*	District Engineer, Stantec
Jayme Biggs	Amenity Manger, Vesta
Lea Stokes	Senior Vice President, Vesta
Dana Bryant	Yellowstone Landscape
Vicky Alvarez	Yellowstone Landscape
Irma Crespo	Café Manager, Evergreen Lifestyles Management
Joe Bullins	HOA Manager, Artemis Lifestyles Services

SECOND ORDER OF BUSINESS: Audience Comments – Agenda Items *(Agenda Items and New Business)*

There being none, the next item followed.

THIRD ORDER OF BUSINESS: Business Items

A. Vendor Reports

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

   A Supervisor requested trash be removed from the pond between Oak Ridge Reflection Loop and Oak Springs while water levels are low.

2. Exhibit 2: Amenity Manager – *Jayme Biggs, Vesta Property Services*

   Ms. Biggs provided a report on the December activities and scheduled activities for January and various amenity and facility operations and maintenance updates. The decorative gate repair did not occur as scheduled but should be repaired today. Ms. Hammock answered a question regarding remedy for non-timely completion of agreed-upon work. Ms. Biggs emails all security vendor weekly for updates. Board direction was for Ms.

Hammock to send a letter to the vendor regarding installation and scheduling.

Ms. Biggs provided the amenity income report to date. The Board discussed options for the wristband procedures. Pressure washing and sealing was completed. The vendor recommended repeating the process every three years. Year-round lighting was discussed and a proposal for white LED lights around the amenity center. Seasonal banners were also discussed and an updated proposal for review at the next meeting.

a. Consideration of Accurate Equipment Change Order for Pool Pedestrian Gate Upgrades – *Under Separate Cover*

This item was addressed after the Shade Session.

On a MOTION by Mr. Voisard, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board approved the change order for the Accurate Equipment pool pedestrian gate upgrades in the amount of $3,373.97, for Solterra Resort Community Development District.

b. Exhibit 3: Consideration of Spies Proposals

i. Repair Fourth Pool Shower - $745.00

Board consensus was decided to remove the fourth shower and strip it for parts.

ii. Install Four LED Light Fixtures (Replacing Three Existing) - $5,365.00

This item was tabled.

iii. Replace Pool Heater #2 - $5,395.00

The Board discussed pool heater replacements, maintenance and cost benefits and options for electric and solar-powered heaters.

On a MOTION by Ms. Osner, SECONDED by Mr. Voisard, WITH ALL IN FAVOR, the Board approved the Spies proposal to replace pool heater #2, in the amount of $5,395.00, for Solterra Resort Community Development District.

iv. Option to Replace Four Pool Heaters with One Large Commercial Pool Heater - $42,692.00

This item was discussed with the previous proposal and will be considered in future budget discussions.

v. Replace the Main Drain Frames and Grates in the Pool and Spa - $3,425.00

The drain frames and grates in the pool and spa will expire in January.

On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board approved Spies proposal to replace the main drain frames and grates in the pool and spa, in the amount of $3,425.00, for Solterra Resort Community Development District.

vi. Replace the Main Drain Frames and Grates in the Lazy River - $5,695.00

The drain frames and grates in the Lazy River will expire in July.

On a MOTION by Mr. Voisard, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board approved the replacement of the main drain frames and grates in the lazy river, in the amount of $5,695.00, to be implemented in June, for Solterra Resort Community Development District.

c. Exhibit 4: Consideration of Pest Control Proposals

i. All Florida

ii. Massey

iii. Truly Nolen

This would be a monthly service for the exterior of the amenity center and includes rodent control.

On a MOTION by Mr. Voisard, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved the Truly Nolen pest control proposal, for Solterra Resort Community Development District.

d. Exhibit 5: Consideration of USA Seal & Stripe Parking Space Striping Proposal - $500.00

This is for the security guard parking spaces at the end of Oakview and twenty additional spaces to be re-stripping at Oakbourne Avenue and Wildwood Way. The Board discussed the need for two additional parking spots at Acorn Court for Security Rover Vehicles.

On a MOTION by Ms. Osner, SECONDED by Mr. Voisard, WITH ALL IN FAVOR, the Board approved the parking space striping in an amount not to exceed $800.00, for Solterra Resort Community Development District.

During the above discussion, Ms. Biggs advised that a sign and pole reserving the two Oakview spaces for security would be installed.

e. Exhibit 6: Consideration of Estimate for Alligator Signs

Signs for each pond would be purchased. A request was made for the inclusion of "No Fishing" signs and/or the reinstallation of the existing "No Fishing" signs.

On a MOTION by Ms. Wienker, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board approved the purchase of Wildlife Warning signs, for Solterra Resort Community Development District.

f. Exhibit 7: Consideration of Clubhouse Furniture Replacement Estimates

i. American Signature Furniture - $1,300.00

ii. Ashley Furniture - $1,008

iii. Home Depot - $1,148.40

The quotes were from November, the Board was advised to allow for potential price increases since the original quote.

On a MOTION by Mr. Voisard, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board approved the purchase of American Sign Furniture in an amount not to exceed $1,500.00, for Solterra Resort Community Development District.

g. Exhibit 8: Consideration of Pool Two Bathroom Door Replacements Proposals

i. Atlas Door Repair - $15,996.00

ii. Premier Engineering - $6,948.00

iii. Prestige Contractor Services - $2,700.00

The bathroom doors and frames are steel and cannot be repaired by staff.

On a MOTION by Ms. Casanova, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved the Prestige Contractor Services proposal to replace two bathroom doors in the amount of $2,700.00, for Solterra Resort Community Development District.

h. Exhibit 9: Consideration of Guardhouse Canopy Roof Repairs Proposals

i. Classic Roofing and Construction - $11,240.00

ii. Premier Engineering - $2,358.00

iii. Prestige Contractor Services - $2,500.00

This quote would repair only the canopy portion.

On a MOTION by Mr. Voisard, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved Prestige Contractor Services proposal to repair the Guardhouse Canopy Roof, in the amount of $2,500.00, for Solterra Resort Community Development District.

i. Exhibit 10: Consideration of Acorn Court Gate Repair Proposals

i. All-Rite Fence Services - $17,570.00

ii. Fence Depot Supply - $14,500.00

iii. Premier Engineering - $30,555.00

This item was tabled pending submittal to driver's license insurance. Ms. Hammock will review whether it is within

the District's purview to request proof of insurance at the front gate. Discussion covered requesting proof of insurance as part of the amenity registration and working with the HOA to assist with enforcement. A request was made for staff to remove the damaged panel and erect some form of temporary barrier if amenable to insurance and fire safety.

Ms. Biggs discussed obtaining pool chair quotes with Supervisors. A quote for Polywood furniture was requested.

Ms. Wienker brought up a meeting with CDD Amenity Management and HOA Management and the HOA security vendor and requested management provide updates on the meetings to Supervisors and District Management, and the HOA's requested to meet monthly with CDD Amenity Management and a CDD Supervisor to discuss matters relating to both HOA and CDD.

Ms. Wienker also discussed items on the Amenity Agreement and the Vesta proposal, the social media management opportunities written into the agreement, and tracking of resident communications with the Amenity Manager. It was reiterated by Supervisors that they cannot discuss CDD matters with other Supervisors outside of publicly noticed CDD meetings. The Board discussed avenues of communication with residents and homeowners. Ms. Hammock recommended a discussion with Amenity Management and the Chair regarding enhanced services.

Ms. Wienker also requested accommodating HOA security personnel with regard to CDD amenity usage.

On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board directed staff to coordinate amenity usage for HOA security, on behalf of the Solterra Resort Community Development District.

3. Café Management – *Irma Crespo, Evergreen Lifestyles Management*

Ms. Crespo presented the café management report and responded to Supervisor questions. It was reiterated that homeowners receive a discount on food orders from the café.

4. HOA Management – *Joe Bullins, Artemis Lifestyles Services*

This item was addressed out of order after Business Item E: Exhibit 14: Discussion on Café Management Scope and Authorization of Staff to Proceed with the Request For Proposals.

A list of HOA requests had been forwarded to Ms. Biggs for CDD Supervisors' consideration.

Mr. Bullins was asked about any CDD issues that impact HOA. He asked for clarification on streets, parking, and towing. He mentioned that the HOA and CDD security vendors were coordinating well. Some discussion has already taken place between the HOA Management and CDD Amenity Management regarding responsibility for the roads. The CDD owns the roads and can tow any vehicles not parked in designated parking spaces, or that are parked overnight at the amenity center, but the HOA also holds a license agreement that allows the HOA to enforce its parking rules on CDD roads. The HOA is not enforces their rules on CDD roads at this time. Supervisors stated current traffic monitoring were not effective. In 2022, an amendment was approved by the CDD to enter an agreement with the County to extend the license permissions to allow the HOA to enter an agreement with the County for traffic control on private roads which would allow the County Sherriff's Office to provide additional parking (and traffic) enforcement on the CDD roadways.

Board consensus was for Ms. Hammock to coordinate with Mr. Voisard and HOA counsel to discuss the agreements and report back to the Board.

In reviewing the 5-hr towing procedure, Ms. Hammock provided clarification on the origin of the 5-hour towing procedure. The procedure does not apply to illegal parking situations.

On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved staff notify the towing company that the 5-hour period between noticing and towing was no longer to be followed, for the Solterra Resort Community Development District

A proposal for additional "No Parking" signage throughout the community was requested. Ms. Hammock was directed to discuss updating the parking enforcement licensing agreement with the HOA attorney. It was noted that the HOA parking rules may have been updated since 2019, Ms. Hammock stated if that was the case, the CDD would need a copy of them to allow for the licensing agreement to be updated.

5. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*

Mr. Bryant introduced Vicky Alvarez who would be overseeing the account while he was working on some commercial projects. Ms. Alvarez presented the landscape maintenance report. Ms. Osner requested the landscape crew remember advertising crew continue to remove advertising signs from CDD property along Pine Tree Trail. Ms. Hammock reminded Supervisors and staff to inform District Manager of the vendors contact information so a letter can be sent explaining the sign has been removed from private property.

6. Security Management – *Zuleika Fernandez, Florida Training & Investigations LLC (FTI)*

Ms. Fernandez presented the security management report, including the success of the speed radar trailer in reducing vehicle speeds.

B. Exhibit 11: Consideration and Adoption of **Resolution 2024-02, Designating Registered Agent and Office**

This Resolution updates the attorney information. The Registered Office address will be amended to reflect Kilinski Van Wyk's primary office in Tallahassee: 517 E. College Avenue, Tallahassee, FL 32301.

On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board adopted Resolution 2024-02, as amended, Designating Registered Agent and Office, for Solterra Resort Community Development District.

C. Exhibit 12: Consideration and Adoption of **Resolution 2024-03, Adding Assistant Treasurer and Designating Signatories**

On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board adopted Resolution 2024-03, Adding Assistant Treasurer and Designating Signatories, for Solterra Resort Community Development District.

D. Exhibit 13: Consideration of LLS Tax Solution Engagement for 2024 and 2025 Arbitrage Reporting

The District is required to obtain an annual arbitrage report for each Bond held.

Ms. Hammock responded to a question on whether an HOA representative could attend the Shade Session, that Shade Session was for Supervisors and Staff only.

On a MOTION by Mr. Voisard, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board approved engaging LLS Tax Solutions for the 2024 and 2025 Arbitrage Reporting, for Solterra Resort Community Development District.

E. Exhibit 14: Discussion on Café Management Scope and Authorization of Staff to Proceed with the Request For Proposals

Ms. Hammock presented the draft RFP incorporating the requests received. She had reached out to Bond Counsel for input, but had not received a response prior to the meeting. The public nature of bids for government entities was discussed. Board consensus was for proposals to be submitted to District Counsel. Ms. Hammock clarified the rental rates and profit sharing options of the scope. Supervisors asked if sundries could be sold through the café. Ms. Hammock will check with Bond Counsel regarding the lease amount, revenue threshold, and the café selling sundries in addition to food. A revised RFP will be brought to the February meeting.

Mr. Bullins presented Business Item A. 4. HOA Management Report at this point in the meeting.

FOURTH ORDER OF BUSINESS: Consent Agenda

A. Exhibit 15: Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held November 3, 2023

B. Exhibit 16: Consideration and Acceptance of the November 2023 Unaudited Financial Report

C. Exhibit 17: Consideration and Acceptance of Bond Series 2018 Arbitrage Report Indicating No Cumulative Rebate Requirement Liability as of October 3, 2023

D. Exhibit 18: Consideration and Ratification of Emergency Repair Proposals

1. Envera Main Gate Camera Surge/Lighting Damage Repair - $1,281.00
2. Spies Heaters #3 and #4 Repairs - $1,245.00
3. Spies Waterfall Repair - $1,695.00

On a MOTION by Ms. Osner, SECONDED by Mr. Voisard, WITH ALL IN FAVOR, the Board approved the Consent Agenda – items A-D as presented, for Solterra Resort Community Development District.

FIFTH ORDER OF BUSINESS: Staff Reports

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

Ms. Hammock reminded the Board of the 4-hour ethics training requirement for CDD Supervisors that took effect in January. An e-mail will be sent to the Supervisors regarding this.

Ms. Hammock reported on a land use license agreement request. This will be presented to the Board for consideration at the next meeting.

B. District Engineer – *Greg Woodcock, Stantec*

1. Exhibit 19: Consideration and Acceptance of District Ownership/Maintenance Map

This item was postponed until the February meeting, due to additional updates based on comments from staff.

A review and analysis of the parking issues will start next week with a staff meeting, and recommendations will be provided to the Board.

The Solterra budget had been reviewed, there is only $3,100 remaining in the allocation for engineering services, Mr. Woodcock recommended the Board considered re-allocating $15,000. Most of the engineering services allocation were expended on the creation of the maintenance map. A change order will be presented at the next meeting.

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

Mr. Darin reported that most of the annual assessment revenue has been received from the tax collector.

SIXTH ORDER OF BUSINESS: Supervisor Requests *(Includes Next Meeting Agenda Item Requests)*

A. Discussion on Future Capital Improvements (Wienker)

Ms. Wienker requested the Board consider not just leisure spaces, but also the amenity center parking lot that will better serve the community and handle overnight, overflow parking.

Ms. Osner asked whether surveying homeowners was feasible regarding future parking lot proposals and encouraged homeowners to follow the agenda and provide feedback. Supervisors expressed support for providing additional parking.

Ms. Wienker proposed discussing RFP for District Management at the February meeting. Ms. Hammock will forward the current District Management agreement to the Supervisors and requested they send her the items they would like to see in the scope to her by January 19th so they can be included in the next meeting's agenda.

B. Exhibit 20: Review of Towing Policy (Voisard)

Mr. Voisard stated that the items he wished to address regarding the towing policy had already been discussed.

The Board recessed the meeting at 12:48 p.m. The meeting resumed and moved directly into the Shade Session.

SEVENTH ORDER OF BUSINESS: Shade Session – Security

A. Discussion on Security Matters

The Board discussed security matters. No decisions were made during the Shade Session. Ms. Wienker left the Shade Session at 1:05 p.m.

The Shade Session was closed and Supervisors resumed the regular meeting at 1:59 p.m.

The Board considered and approved the Accurate Equipment Change Order for Pool Pedestrian Gate Upgrades at this point in the meeting.

The Board considered a repair by Envera in addition to what had been previously approved.

On a MOTION by Ms. Osner, SECONDED by Mr. Voisard, WITH ALL IN FAVOR, the Board approved Envera to complete an additional security equipment repair in an amount not to exceed $3,000, for Solterra Resort Community Development District.

EIGHTH ORDER OF BUSINESS: Action Items Summary

District Counsel

- Contact HOA attorney regarding parking enforcement.

Amenity Manager

- Look into permanent decorative lighting.
- Look into additional options on Acorn Court gate repair.

NINTH ORDER OF BUSINESS: Next Meeting Quorum Check

The next Solterra Resort Community Development District meeting is scheduled for 10:00 a.m. on February 2, 2024, at Solterra Resort Amenity Center, 5200 Solterra Blvd., Davenport, FL 33837.

TENTH ORDER OF BUSINESS: Adjournment

On a MOTION by Mr. Voisard, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the Board adjourned the meeting at 2:14 p.m., for Solterra Resort Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on February 2, 2024.

□ Kyle Darin, Secretary	□ Karan Wienker, Chair
□ _____, Assistant Secretary	□ Ariane Casanova, Vice Chair

EXHIBIT 16

Solterra Resort
Community Development District

Financial Statements
(Unaudited)

Period Ending
December 31, 2023

Solterra Resort CDD
Balance Sheet
December 31, 2023

	General Fund	Debt Service Series 2013	Debt Service Series 2014	Debt Service Series 2018	Debt Service Series 2023	Capital Projects	Total
Assets:							
Cash - Operating Account - BankUnited	3,794,912	$ -	$ -	$ -	$ -	$ 7	$ 3,794,919
Cash - Operating Account - South State	253,952	-	-	-	-	-	253,952
Cash - Money Market - BankUnited	504,231	-	-	-	-	-	504,231
Cash - Merchant Account - BankUnited	56,477	-	-	-	-	-	56,477
Investments:							
Revenue Fund	-	-	29,102	145,136	50,169		224,407
Reserve Fund	-	-	129,372	309,222	309,222		747,816
Interest Fund	-	-	0	-	661		662
Prepayment Fund	-	-	-	0	-		0
Sinking Fund	-	-	0	-	-		0
Cost of Issuance	-	-	-	-	58		58
2014 Acquisition & Construction	-	-	-	-	-	6,282	6,282
2018 Acquisition & Construction	-	-	-	-	-	15,226	15,226
Phase 2B Acquisition & Construction	-	-	-	-	-	43,031	43,031
2023 Acquisition & Construction	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Assessments Receivable On-Roll	398,920	-	34,694	76,411	50,509	-	560,533
Allowance for Doubtful Accounts	-	-	-	-	-	-	-
Deposits - Utilities	3,530	-	-	-	-	-	3,530
Prepaid Items	42,475	-	-	-	-	-	42,475
Due from Other Funds	-	-	224,050	542,052	325,268	-	1,091,370
Due from General Fund	-	-	-	-	-	-	-
Total Assets	**5,054,497**	**-**	**417,218**	**1,072,821**	**735,886**	**64,546**	**7,344,968**
Liabilities:							
							-
Accounts Payable	313,317	-	-	-	-	-	313,317
Due to Oher Funds	1,091,370	-	-	-	-	-	1,091,370
Due to General Fund	-	-	-	-	-	-	-
Matured Bonds Payable	-	-	-	-	-	-	-
Deferred Revenue - On-Roll	398,920	-	34,694	76,411	50,509	-	560,533
Fund Balance:							
Nonspendable:							
Prepaid & Deposits	46,005	-	-	-	-	-	46,005
Restricted for:							
Debt Service	-	-	382,524	996,410	685,378	-	2,064,312
Capital Projects	-	-	-	-	-	64,546	64,546
Assigned	-	-	-	-	-	-	-
Unassigned	3,204,886	-	-	-	-	-	3,204,886
Total Liabilities & Fund Balance	**$ 5,054,497**	**$ -**	**$ 417,218**	**$ 1,072,821**	**$ 735,886**	**$ 64,546**	**$ 7,344,968**

Solterra Resort CDD
General Fund
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		FY 2024 Adopted Budget	Current Month	Year -to-Date	Variance	% of Budget
1	**Revenue:**					
2	Special Assessments On-Roll (Net)	$ 2,931,026	$ 2,321,222	2,532,106	$ (398,920)	86.39%
3	Special Assessments Off-Roll (Net)	-	-	-	-	0.00%
4	Resort Usage Fees, Café Lease Rev, Cabana Rev, Programming Rev	977,980	56,884	57,864	(920,116)	5.92%
5	Interest	-	-	4,095	4,095	0.00%
6	**Total Revenue**	**3,909,006**	**2,378,106**	**2,594,065**	**(1,314,941)**	**66.36%**
7	**Expenditures:**					
8	**General Administrative:**					
9	Supervisor Fees & Related Payroll Exp	12,000	-	1,600	(10,400)	13.33%
10	District Management	46,000	3,833	11,500	(34,500)	25.00%
11	Mass Mailing & Printing	1,700	649	1,255	(445)	73.81%
12	Legal Advertising	1,600	81	243	(1,357)	15.18%
13	Bank Fees	900	89	203	(697)	22.59%
14	Regulatory & Permit Fees	250	-	175	(75)	70.00%
15	Auditing Services	3,000	-	-	(3,000)	0.00%
16	District Engineer	10,000	5,664	5,664	(4,336)	56.64%
17	Legal Services - General Counsel	36,000	4,480	10,682	(25,318)	29.67%
18	County Assessment Collection Charges	36,000	45,929	45,929	9,929	127.58%
19	Website Setup & Administration	2,015	-	1,545	(470)	76.67%
20	Miscellaneous Expenses	20,000	-	26	(19,974)	0.13%
21	**Total General & Administrative**	**169,465**	**60,725**	**78,822**	**(90,643)**	**46.51%**
22	**Insurance:**					
23	Insurance (General Liab, Public Offc & Prop)	44,256	-	48,622	4,366	109.87%
24	**Total Insurance**	**44,256**	**-**	**48,622**	**4,366**	**109.87%**
25	**Debt Service Administration:**					
26	Arbitrage Reporting	750	-	650	(100)	86.67%
27	Dissemination	4,800	-	4,800	-	100.00%
28	Trustee Fees	17,000	337	4,041	(12,959)	23.77%
29	**Total Debt Service Administration**	**22,550**	**337**	**9,491**	**(13,059)**	**42.09%**
30	**Utilities:**					
31	Gas	78,750	11,011	17,418	(61,332)	22.12%
32	Electricity	291,803	22,455	66,948	(224,855)	22.94%
33	Water	138,600	13,511	45,867	(92,733)	33.09%
34	**Total Utilities**	**509,153**	**46,977**	**130,234**	**(378,919)**	**25.58%**
35	**Security:**					
36	Security Monitoring - Main Entrance & Pool	45,000	3,792	10,629	(34,371)	23.62%
37	Security System - Main Entrance	40,000	-	620	(39,380)	1.55%
38	Security - Access Cards	5,500	-	-	(5,500)	0.00%
39	Security - Penalty False Alarm	8,500	-	-	(8,500)	0.00%
40	Security - Guardhouse - Staffing	500,000	37,300	109,750	(390,250)	21.95%
41	Security - Patrol	50,000	2,625	8,615	(41,385)	17.23%
42	Gate Maintenance & Repair	10,000	-	-	(10,000)	0.00%
43	Phone & Internet (Guardhouse)	5,100	425	1,275	(3,825)	25.01%
44	**Total Security**	**664,100**	**44,142**	**130,889**	**(533,211)**	**19.71%**
45	**ClubHouse/Amenity Administration:**					
46	Staffing - Amenity Management	231,213	54,838	154,117	(77,096)	66.66%
47	Staffing - Lifestyle & Pool Monitoring	754,075	10,628	75,986	(678,089)	10.08%

48	Clubhouse Facility Maintenance - Cleaning	87,600	6,897	22,055	(65,545)	25.18%
49	Clubhouse Maintenance & Repairs	255,143	20,804	45,889	(209,254)	17.99%
50	Clubhouse & Lifestyle Supplies	60,000	2,676	9,686	(50,314)	16.14%
51	Pest Control & Termite Bond	20,000	-	400	(19,600)	2.00%
52	Water & Vending Services	7,000	42	183	(6,817)	2.62%
53	Social Activity & Movie Licensing	1,000	-	-	(1,000)	0.00%
54	Phone & Internet (Clubhouse)	12,514	887	2,882	(9,632)	23.03%
55	**Total Clubhouse/Amenity Administration**	**1,428,545**	**96,772**	**311,197**	**(1,117,348)**	**21.78%**
56	**Landscape/Property Maintenance:**					
57	Pond & Wetland Maintenance	53,800	2,393	7,179	(46,621)	13.34%
58	Landscape Maintenance - Contract	250,000	16,166	48,498	(201,502)	19.40%
59	Landscape Replenishment	116,667	788	788	(115,879)	0.68%
60	Irrigation Repairs & Maintenance	20,000	500	6,069	(13,931)	30.35%
61	Asphalt Pavement Repair & Monitoring	25,000	-	-	(25,000)	0.00%
62	Landscape/Property Contingency	64,400	-	3,938	(60,463)	6.11%
63	Comprehensive Field Services	12,000	833	2,500	(9,500)	20.83%
64	**Total Landscape/Property Maintenance**	**541,867**	**20,680**	**68,971**	**(472,896)**	**12.73%**
65	**Facility Maintenance:**					
66	Pool Service - Contract	51,000	2,800	8,400	(42,600)	16.47%
67	Repairs & Maintenance - Pool & Lazy River	31,681	4,884	18,817	(12,864)	59.39%
68	Pool Permit	850	-	-	(850)	0.00%
69	Slide Maintenance & Repair	2,500	-	-	(2,500)	0.00%
70	Signage	2,000	-	235	(1,765)	11.77%
71	Atheletic Facil Maint & Fitness Equipment Repair	10,000	300	780	(9,220)	7.80%
72	Refuse Dumpster Service	70,000	2,157	4,559	(65,441)	6.51%
73	Pressure Washing	15,000	-	11,813	(3,188)	78.75%
74	Contingency	46,000	86	14,874	(31,126)	32.33%
75	**Total Facility Maintenance**	**229,031**	**10,227**	**59,477**	**(169,554)**	**25.97%**
76	**Capital Improvement & Reserves:**					
77	Capital Improvement	196,039	-	-	(196,039)	0.00%
78	Reserve Study	4,000	-	-	(4,000)	0.00%
79	Increase for Operating Capital Reserve	100,000	-	-	(100,000)	0.00%
80	**Total Capital Improvement & Reserves**	**300,039**	**-**	**-**	**(300,039)**	**0.00%**
81	**Total Expenditures**	**3,909,006**	**279,859**	**837,703**	**(3,071,303)**	**21.43%**
82	**Excess of Revenue Over (Under) Expenditures**	**-**	**2,098,247**	**1,756,362**	**1,756,362**	**0**
83	**Other Financing Sources (Uses):**					
84	Interfund Transfers - In			-		
85	Interfund Transfers - Out			-		
86	**Total Other Financing Sources (Uses)**			**-**		
87	**Net Change in Fund Balance**			**1,756,362**		
88	Fund Balance - Beginning			1,494,529		
89	**Fund Balance - Ending**			**3,250,890**		

Solterra Resort CDD
Debt Service - Series 2013
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

	FY 2024 Adopted Budget	Current Month	Year -to-Date	Variance	% of Budget
1 **Revenue:**					
2 Special Assessments On-Roll (Net)	$ -	$ -	$ -	$ -	0.00%
3 Interest	-	46	441	441	0.00%
4 **Total Revenue**	**-**	**46**	**441**	**441**	**0.00%**
5 **Expenditures:**					
6 Interest					
7 May 1, 2024	-	-	-	-	0.00%
8 November 1, 2024	-	-	-	-	0.00%
9 Principal					
## May 1, 2024	-	-	-	-	0.00%
## November 1, 2024	-	-	-	-	0.00%
## **Total Expenditures**	**-**	**-**	**-**	**-**	**0.00%**
## **Excess of Revenue Over (Under) Expenditures**	**-**	**46**	**441**	**441**	**0.00%**
## **Other Financing Sources (Uses):**					
## Interfund Transfers - In			-		
## Interfund Transfers - Out			(48,220)		
## **Total Other Financing Sources (Uses)**			**(48,220)**		
## **Net Change in Fund Balance**			**(47,779)**		
## Fund Balance - Beginning			47,779		
## **Fund Balance - Ending**			**$ -**		

Solterra Resort CDD
Debt Service - Series 2014
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

	FY 2024 Adopted Budget	Current Month	Year -to-Date	Variance	% of Budget
1 **Revenue:**					
2 Special Assessments On-Roll (Net)	$ 258,744	$ 204,912	$ 224,050	$ (34,694)	86.59%
3 Interest	-	647	3,365	3,365	0.00%
4 **Total Revenue**	**258,744**	**205,559**	**227,415**	**(31,329)**	**87.89%**
5 **Expenditures:**					
6 Interest					
7 May 1, 2024	84,572	-	-	(84,572)	0.00%
8 November 1, 2023	84,572	-	86,697	2,125	0.00%
9 Principal					
## May 1, 2024	-	-	-	-	0.00%
## November 1, 2023	85,000	-	85,000	-	0.00%
## **Total Expenditures**	**254,144**	**-**	**171,697**	**(82,447)**	**67.56%**
## **Excess of Revenue Over (Under) Expenditures**	**4,600**	**205,559**	**55,718**	**51,118**	**1211.27%**
## **Other Financing Sources (Uses):**					
## Interfund Transfers - In			-		
## Interfund Transfers - Out			(1,598)		
## **Total Other Financing Sources (Uses)**			**(1,598)**		
## **Net Change in Fund Balance**			**54,120**		
## Fund Balance - Beginning			328,404		
## **Fund Balance - Ending**			**$ 382,524**		

Solterra Resort CDD
Debt Service - Series 2018
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

	FY 2024 Adopted Budget	Current Month	Year -to-Date	Variance	% of Budget
1 **Revenue:**					
2 Special Assessments On-Roll (Net)	$ 618,463	$ 497,710	$ 542,052	$ (76,411)	87.65%
3 Interest	-	1,854	7,456	7,456	0.00%
4 **Total Revenue**	**618,463**	**499,565**	**549,508**	**(68,955)**	**88.85%**
5 **Expenditures:**					
6 Interest					
7 May 1, 2024	226,254	-	-	(226,254)	0.00%
8 November 1, 2023	222,334	-	226,241	3,907	0.00%
9 Principal					
## May 1, 2024	165,000	-	-	(165,000)	0.00%
## November 1, 2024	-	-	-	-	0.00%
## **Total Expenditures**	**613,588**	**-**	**226,241**	**(387,347)**	**36.87%**
## **Excess of Revenue Over (Under) Expenditures**	**4,875**	**499,565**	**323,267**	**318,392**	**6631.12%**
## **Other Financing Sources (Uses):**					
## Interfund Transfers - In					
## Interfund Transfers - Out			(3,820)		
## **Total Other Financing Sources (Uses)**			**(3,820)**		
## **Net Change in Fund Balance**			**319,447**		
## Fund Balance - Beginning			676,963		
## **Fund Balance - Ending**			**$ 996,410**		

Solterra Resort CDD
Debt Service - Series 2023
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		FY 2024 Adopted Budget	Current Month	Year -to-Date	Variance	% of Budget
1	**Revenue:**					
2	Special Assessments On-Roll (Net)	$ 375,776	$ 297,595	$ 325,268	$ (50,509)	86.56%
3	Interest	-	157	640	640	0.00%
4	**Total Revenue**	**375,776**	**297,752**	**325,907**	**(49,869)**	**86.73%**
5	**Expenditures:**					
6	Interest					
7	May 1, 2024	125,172	-	-	$ (125,172)	0.00%
8	November 1, 2023	121,604	-	57,718	(63,886)	47.46%
9	Principal					
10	May 1, 2024	129,000	-	-	(129,000)	0.00%
11	November 1, 2024	-	-	-	-	0.00%
12	**Total Expenditures**	**375,776**	**-**	**57,718**	**(318,058)**	**0**
13	**Excess of Revenue Over (Under) Expenditures**	**-**	**297,752**	**268,189**	**268,189**	**0**
14	**Other Financing Sources (Uses):**					
15	Interfund Transfers - In			50,012		
16	Interfund Transfers - Out					
17	**Total Other Financing Sources (Uses)**			**50,012**		
18	**Net Change in Fund Balance**			**318,201**		
19	Fund Balance - Beginning			57,955		
20	**Fund Balance - Ending**			**$ 376,156**		

Solterra Resort CDD
Construction Fund - 2013
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		Year -to-Date
1	**Revenue:**	
2	Bond Proceeds	$ -
3	Interest	16
4	**Total Revenue**	**16**
5	**Expenditures:**	
6	Construction-in-Progress	
7	**Total Expenditures**	-
8	**Excess of Revenue Over (Under) Expenditures**	**16**
9	**Other Financing Sources (Uses):**	
10	Interfund Transfers - In	
11	Interfund Transfers - Out	(1,792)
12	**Total Other Financing Sources (Uses)**	(1,792)
13	**Net Change in Fund Balance**	**(1,776)**
14	Fund Balance - Beginning	1,776
15	**Fund Balance - Ending**	**$ -**

Solterra Resort CDD
Construction Fund - 2014
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		Year -to-Date
1	**Revenue:**	
2	Bond Proceeds	$ -
3	Interest	63
4	**Total Revenue**	**63**
5	**Expenditures:**	
6	Construction-in-Progress	
7	**Total Expenditures**	-
8	**Excess of Revenue Over (Under) Expenditures**	**63**
9	**Other Financing Sources (Uses):**	
10	Interfund Transfers - In	1,598
11	Interfund Transfers - Out	-
12	**Total Other Financing Sources (Uses)**	1,598
13	**Net Change in Fund Balance**	**1,662**
14	Fund Balance - Beginning	4,620
15	**Fund Balance - Ending**	**$ 6,282**

Solterra Resort CDD
Construction Fund - 2018
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		Year -to-Date
1	**Revenue:**	
2	Bond Proceeds	$ -
3	Interest	154
4	**Total Revenue**	**154**
5	**Expenditures:**	
6	Construction-in-Progress	
7	**Total Expenditures**	-
8	**Excess of Revenue Over (Under) Expenditures**	**154**
9	**Other Financing Sources (Uses):**	
10	Interfund Transfers - In	3,820
11	Interfund Transfers - Out	-
12	**Total Other Financing Sources (Uses)**	3,820
13	**Net Change in Fund Balance**	**3,974**
14	Fund Balance - Beginning	11,251
15	**Fund Balance - Ending**	**$ 15,226**

Solterra Resort CDD
Construction Fund - 2018 Phase 2B
Statement of Revenues, Expenditures and Change in Fund Balance
For the Period of October 1, 2023 thru December 31, 2023

		Year -to-Date
1	**Revenue:**	
2	Bond Proceeds	$ -
3	Interest	527
4	**Total Revenue**	**527**
5	**Expenditures:**	
6	Construction-in-Progress	
7	**Total Expenditures**	-
8	**Excess of Revenue Over (Under) Expenditures**	**527**
9	**Other Financing Sources (Uses):**	
10	Interfund Transfers - In	
11	Interfund Transfers - Out	
12	**Total Other Financing Sources (Uses)**	-
13	**Net Change in Fund Balance**	**527**
14	Fund Balance - Beginning	42,504
15	**Fund Balance - Ending**	**$ 43,031**

Solterra Resort CDD
General Fund
Cash Reconciliation
December 31, 2023

Bank Balance per Statement	$	254,939.73
Plus: Deposits Outstanding		
Minus: Outstanding Checks		987.69
Adjusted Bank Balance		253,952.04

Beginning Balance per Books	$	393,399.76
Cash Receipts		520.00
Cash Disbursements		139,967.72
Balance per Books		253,952.04

Solterra Resort CDD
Check Register - South State
FY 24

Date	Number	Vendor	Memo	Debit	Credit	Balance
9/30/2023			**Balance Forward**			**887,956.83**
10/01/2023	6011	Egis Insurance & Risk Advisors	FY Insurance Policy # 100123585 10/01/23-10/01/24		48,622.00	839,334.83
10/02/2023	2ACH100223	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree TR 8/8 -9/07		4,654.85	834,679.98
10/02/2023	100021	VESTA DISTRICT SERVICES	Invoice: 413528 (Reference: Monthly Fee.) Invoice: 413529 (Reference: Dissemination Agent.)		9,466.67	825,213.31
10/04/2023			Deposit	25.00		825,238.31
10/04/2023	ACH100423	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 08/11-09/12		1,112.75	824,125.56
10/05/2023	100022	Cintas	Invoice: 4169230804 (Reference: CH Facility Cleaning Maintenance.)		224.17	823,901.39
10/05/2023	100023	Innersync	Invoice: 21643 (Reference: Website setup & Administration.)		1,515.00	822,386.39
10/05/2023	100024	Power Pool Services, LLC	Invoice: 3104 (Reference: Pool Service Contract.)		2,800.00	819,586.39
10/05/2023	100025	SPIES POOL, LLC	Invoice: 407315 (Reference: Pool & Lazy R R&M.) Invoice: 407431 (Reference: Pond & Lazy R-R&M...		3,644.40	815,941.99
10/05/2023	100026	Steadfast Environmental LLC	Invoice: SE-22901 (Reference: Pool & Wetland Maintenance.)		2,393.00	813,548.99
10/05/2023	100027	Amenity Services LLC	Invoice: 2020 (Reference: CH Facility Cleaning Maintenance.) Invoice: 2021 (Reference: CH Fac...		6,000.00	807,548.99
10/05/2023	100028	METFITNESS LLC	Invoice: INV-4472 (Reference: Athletic Facilities & Fitness.)		300.00	807,248.99
10/09/2023	1ACH100923	DUKE ENERGY	000 Solterra BLvd Lite 08/16-09/15		801.22	806,447.77
10/10/2023	1ACH101023	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C J 8/19-09/18/23		1,362.43	805,085.34
10/11/2023			Deposit	3,600.00		808,685.34
10/16/2023	6012	Ariane Casanova	BOS Meeting 10/6/23		200.00	808,485.34
10/16/2023	6013	Bobby A. Voisard	BOS Meeting 10/6/23		200.00	808,285.34
10/16/2023	6015	Karan L. Wienker	BOS Meeting 10/6/23		200.00	808,085.34
10/16/2023	100029	Cintas	Invoice: 4169937888 (Reference: Mats, Misc. Supplies.) Invoice: 4170641295 (Reference: Mats, ...		448.34	807,637.00
10/16/2023	100030	Envera Systems	Invoice: 732792 (Reference: Alarm Monitoring Svcs - Nov 2023.)		2,510.87	805,126.13
10/16/2023	100031	YELLOWSTONE LANDSCAPE	Invoice: OS 597610 (Reference: Monthly Landscape Maintenance - Oct 2023.)		16,166.00	788,960.13
10/16/2023	100032	KILINSKI VAN WYK, PLLC	Invoice: 7814 (Reference: District Meeting - Sep 2023.)		5,205.33	783,754.80
10/16/2023	100033	VESTA DISTRICT SERVICES	Invoice: 412405 (Reference: Billable Expenses - Jul 2023.)		53.04	783,701.76
10/16/2023	100034	Westbrook Service Corporation	Invoice: C26837 (Reference: Quarterly HVAC PM/Quarterly Billing.) Invoice: 515840 (Reference:...		2,002.65	781,699.11
10/16/2023	100035	Brocato Entertainment LLC	Invoice: 110269 (Reference: Poolside Entertainment - Sep 2023.)		700.00	780,999.11
10/16/2023	100036	Pouncey Recycling & Sanitation, Inc	Invoice: 20966 (Reference: Monthly Trash Compactor Fee - Sep 2023.)		1,380.00	779,619.11
10/17/2023	1ACH101723	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 008/26 -09/25/23		486.00	779,133.11
10/18/2023	2ACH101823	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 8/29-9/26/23		908.95	778,224.16
10/18/2023	3ACH101823	DUKE ENERGY	5290 Solterra Blvd Irrigation 08/26-09/25/23		30.79	778,193.37
10/18/2023	4ACH101823	DUKE ENERGY	5300 Solterra Blvd Lift 08/26-9/25/23		176.71	778,016.66
10/18/2023			Deposit	1,000.00		779,016.66
10/19/2023	1ACH101923	DUKE ENERGY	5200 OAKMONT BLVD 08/29-09/26		9,478.84	769,537.82
10/19/2023	5ACH101923	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 8/29-9/26/23		36.29	769,501.53
10/20/2023	EFT102023	FLORIDA DEPT OF REVENUE	Sep 2023 Sales Tax Filing		25.59	769,475.94
10/23/2023	100037	BUSINESS OBSERVER	Invoice: 23-01470K (Reference: Legal Advertising.)		80.94	769,395.00
10/23/2023	100038	Janitorial Superstore	Invoice: 14747 (Reference: Disinfectants & Dispensers.) Invoice: 14649 (Reference: Restroom S...		1,178.41	768,216.59
10/24/2023	1ACH102423	DUKE ENERGY	00 Solterra Blvd LITE 09/02-10/02/23		1,047.25	767,169.34
10/24/2023	100039	Vesta Property Services, Inc.	Invoice: 414228 (Reference: Amenity Management.)		87,274.20	679,895.14
10/27/2023			Stonebrier reimb	3,958.33		683,853.47

10/30/2023	2ACH103023	DUKE ENERGY	VOID: 7102 Oakmoss Loop Irrigation 09/07-10/05		30.79	683,822.68
10/30/2023	3ACH103023	DUKE ENERGY	0 Solterra Blvd Lite 09/08-10/06		1,354.74	682,467.94
10/30/2023	4ACH103023	DUKE ENERGY	7524 Oak Spring Lane 9/7-10/5/23		30.79	682,437.15
10/30/2023	5ACH103023	DUKE ENERGY	4000 OAKMONT BLVD 09/07-10/05		46.74	682,390.41
10/30/2023	6ACH103023	DUKE ENERGY	6022 Board Oak Dr Pump 09/07-10/07		30.79	682,359.62
10/30/2023	7ACH103023	DUKE ENERGY	5456 Misty Oak Cir Pump 09/7-10/05		30.79	682,328.83
10/30/2023	9ACH103023	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 09/07-10/05		152.78	682,176.05
10/31/2023				**8,583.33**	**214,364.11**	**682,176.05**
11/01/2023	10ACH110123	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree TR 9/8 -10/06		4,654.85	677,521.20
11/02/2023	11ACH110223	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 09/13-10/11		1,112.75	676,408.45
11/03/2023	6016	Ngen Services	Refrigerator Repairs		3,035.00	673,373.45
11/03/2023	6017	Buddy's Pressure Washing	Reference: Paver sealing materials deposit. https://dpfg.payableslockbox.com/DocView/InvoiceVie...		3,937.50	669,435.95
11/06/2023	100040	Cintas	Invoice: 4171353352 (Reference: Mats.) Invoice: 4172062709 (Reference: Mats.)		448.34	668,987.61
11/06/2023	100041	Power Pool Services, LLC	Invoice: 3117 (Reference: Pool Service.)		2,800.00	666,187.61
11/06/2023	100042	SPIES POOL, LLC	Invoice: 407889 (Reference: Pool Chemicals.) Invoice: 408011 (Reference: Pool Chemicals.) ...		3,004.50	663,183.11
11/06/2023	100043	Steadfast Environmental LLC	Invoice: SE-23115 (Reference: Routine Aquatic Maintenance.)		2,393.00	660,790.11
11/06/2023	100044	METFITNESS LLC	Invoice: INV-4503 (Reference: Aqua Zumba Classes.)		240.00	660,550.11
11/06/2023	100045	VESTA DISTRICT SERVICES	Invoice: 414260 (Reference: Billable Expenses - Sep 2023.) Invoice: 414402 (Reference: Monthl...		4,708.24	655,841.87
11/06/2023	100046	Kalina Brochowicz Fondo	Invoice: 7 - SEPTEMBER 2023 (Reference: DJ Services & Poolside Games w/ Prizes.)		1,500.00	654,341.87
11/06/2023	100047	FTI / Florida Training & Investigations	Invoice: 23204042 (Reference: Security Services 09.21.2023 - 10.20.2023.)		38,800.00	615,541.87
11/06/2023	100048	ACE HOME & SUPPLY CENTER	Invoice: 103206/1 (Reference: Parts.) Invoice: 103224/1 (Reference: Wire & Rebar.) Invoice...		232.96	615,308.91
11/06/2023	100049	Janitorial Superstore	Invoice: 15362 (Reference: Janitorial Supplies.) Invoice: 15718 (Reference: Janitorial Produc...		916.98	614,391.93
11/06/2023	100050	Pouncey Recycling & Sanitation, Inc	Invoice: 21043 (Reference: Trash Compactor rent & disposal.)		1,840.00	612,551.93
11/06/2023	100051	The Sherwin Williams Co.	Invoice: 7298-9 (Reference: Paint.)		550.71	612,001.22
11/06/2023	100052	TPG Lighting	Invoice: 45 (Reference: 50% deposit for the 2023 Christmas Lights.)		5,471.00	606,530.22
11/07/2023	ACH120723	DUKE ENERGY	000 Solterra BLvd Lite 10/18-11/15		801.22	605,729.00
11/08/2023	2ACH110823	DUKE ENERGY	000 Solterra BLvd Lite 009/16-10/17		801.22	604,927.78
11/08/2023	ACH11/08/23	Spectrum Business	10/22/23 - 11/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	604,817.80
11/09/2023	1ACH110923	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C J 9/19-10/18/23		1,362.43	603,455.37
11/09/2023	1ACH110923	POLK COUNTY UTILITIES	Various Accounts		63.45	603,391.92
11/09/2023	2ACH110923	POLK COUNTY UTILITIES	Various Accounts		536.45	602,855.47
11/09/2023	3ACH110923	POLK COUNTY UTILITIES	Various Accounts		36.66	602,818.81
11/09/2023	4ACH110923	POLK COUNTY UTILITIES	Various Accounts		226.67	602,592.14
11/09/2023	5ACH110923	POLK COUNTY UTILITIES	Various Accounts		90.82	602,501.32
11/09/2023	6ACH110923	POLK COUNTY UTILITIES	Various Accounts		2,255.75	600,245.57
11/09/2023	7ACH110923	POLK COUNTY UTILITIES	Various Accounts		5,669.55	594,576.02
11/09/2023	8ACH110923	POLK COUNTY UTILITIES	Various Accounts		254.82	594,321.20
11/09/2023	ACH110923	POLK COUNTY UTILITIES	Various Accounts		9,970.65	584,350.55
11/09/2023			Service Charge		10.51	584,340.04
11/12/2023	ACH111223	Spectrum Business	Phone and Internet. 10/25 - 11/24/23 5200 Solterra Blvd		1,034.40	583,305.64
11/14/2023			Deposit	860.00		584,165.64
11/14/2023	6018	YELLOWSTONE LANDSCAPE	Refund for duplicate payment ret to us 2x - inv 390686		16,166.00	567,999.64
11/14/2023	6019	FLORIDA DEPT OF ECONOMIC OPPORTUN	FY 2023/2024 Special District Fee Invoice/Update Form		175.00	567,824.64
11/15/2023			Deposit	10,448.94		578,273.58
11/16/2023	ACH111623	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 9/26 -10/25/23		486.00	577,787.58
11/16/2023	100053	ACTION SECURITY, INC.	Invoice: 24500 (Reference: Gate Arm Repair.)		620.00	577,167.58

11/16/2023	100054	Cintas	Invoice: 4172772305 (Reference: CH Facility Cleaning Maintenance.) Invoice: 4173484103 (Refer...		672.51	576,495.07
11/16/2023	100055	ENVERA	Invoice: 33856 (Reference: Alarm Monitoring Svcs - Dec 2023.)		2,510.87	573,984.20
11/16/2023	100056	Power Pool Services, LLC	Invoice: 3118 (Reference: Pond & Lazy R-R&M.)		268.00	573,716.20
11/16/2023	100057	SPIES POOL, LLC	Invoice: 408640 (Reference: Pool & Lazy R-R&M.) Invoice: 408731 (Reference: Pool & Lazy R R&M...		1,676.90	572,039.30
11/16/2023	100058	YELLOWSTONE LANDSCAPE	Invoice: OS 621298 (Reference: Irrigation Maintenance & Repair.) Invoice: OS 621297 (Referenc...		25,233.24	546,806.06
11/16/2023	100059	Amenity Services LLC	Invoice: 2040 (Reference: CH Facility Cleaning Maintenance.) Invoice: 2041 (Reference: CH Fac...		6,000.00	540,806.06
11/16/2023	100060	Brocato Entertainment LLC	Invoice: 110389 (Reference: Solo live performance 10/7 & 10/21.)		700.00	540,106.06
11/16/2023	100061	Vesta Property Services, Inc.	Invoice: 414837 (Reference: Monthly Fee - Oct 2023.)		82,676.45	457,429.61
11/16/2023	100063	The Sherwin Williams Co.	Invoice: 935-3 (Reference: Maintenance & Repairs.) Invoice: 9445-4 (Reference: 6 LIDS FOR BLU...		904.11	456,525.50
11/16/2023	100064	Kalina Brochowicz Fondo	Invoice: 8 - OCTOBER 2023 (Reference: Clubhouse & Lifestyles Supplies.)		600.00	455,925.50
11/17/2023	ACH111723	DUKE ENERGY	5290 Solterra Blvd Irrigation 09/26-10/25/23		30.79	455,894.71
11/17/2023	2ACH111723	DUKE ENERGY	5300 Solterra Blvd Lift 09/26-10/25/23		194.92	455,699.79
11/17/2023	1ACH111723	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 9/27-10/26/23		908.95	454,790.84
11/20/2023	ACH112023	DUKE ENERGY	5200 OAKMONT BLVD 09/27-10/26		9,968.53	444,822.31
11/20/2023	ACH112023	Spectrum Business	5200 Solterra Blvd AHMS 11/03/23-12/02/23		277.96	444,544.35
11/21/2023	ACH112123	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 9/27-10/26/23		0.93	444,543.42
11/27/2023	1ACH112723	DUKE ENERGY	00 Solterra Blvd LITE 010/03-11/01/23		1,047.25	443,496.17
11/27/2023	EFT112723	DUKE ENERGY			106.74	443,389.43
11/28/2023	6020	Jessy Deshane	Club House Rental Refund for Cancellation		860.00	442,529.43
11/29/2023	1ACH112923	DUKE ENERGY	6022 Board Oak Dr Pump 10/06-11/06		30.79	442,498.64
11/29/2023	3ACH112923	DUKE ENERGY	0 Solterra Blvd Lite 10/07-11/07		1,354.74	441,143.90
11/29/2023	4ACH112923	DUKE ENERGY	7310 Oakmoss Loop Irrigation 10/06-11/06		30.79	441,113.11
11/29/2023	5ACH112923	DUKE ENERGY	5456 Misty Oak Cir Pump 10/6-11/06		30.79	441,082.32
11/29/2023	6ACH112923	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 10/06-11/06		129.11	440,953.21
11/29/2023	7ACH112923	DUKE ENERGY	4000 OAKMONT BLVD 10/06-11/06		51.37	440,901.84
11/29/2023	8ACH112923	DUKE ENERGY	7102 Oakmoss Loop Irrigation 10/06-11/06		30.79	440,871.05
11/29/2023	9ACH112923	DUKE ENERGY	7524 Oak Spring Lane 10/6-11/6/23		30.79	440,840.26
11/29/2023	6021	Ariane Casanova	BOS Meeting 11/3/23		200.00	440,640.26
11/29/2023	6022	Bobby A. Voisard	BOS Meeting 11/3/23		200.00	440,440.26
11/29/2023	6023	Connie S. Osner	BOS Meeting 11/3/23		200.00	440,240.26
11/29/2023	6024	Karan L. Wienker	BOS Meeting 11/3/23		200.00	440,040.26
11/29/2023	6025	F & S Janitorial Services LLC	Reference: CH Facility Cleaning Maintenance.		450.00	439,590.26
11/29/2023	6026	POLK COUNTY PROPERTY APPRAISER	1% Admin Fee.		45,929.05	393,661.21
11/29/2023	100066	Zeno Office Solutions, Inc.	Invoice: IN2335915 (Reference: General Operating Expenses.)		157.47	393,503.74
11/30/2023			Service Charge		103.98	393,399.76
11/30/2023				**11,308.94**	**300,085.23**	**393,399.76**
12/01/2023	1ACH120123	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree TR 10/7-11/07		4,654.85	388,744.91
12/04/2023	2ACH120423	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 10/13-11/10		1,112.75	387,632.16
12/04/2023	6027	Connie S. Osner	BOS Meeting 10/6/23		200.00	387,432.16
12/04/2023	100067	BUSINESS OBSERVER	Invoice: 23-01675K (Reference: Legal Advertising.)		80.94	387,351.22
12/04/2023	100068	Cintas	Invoice: 4174117686 (Reference: Mats, wipes, hand sanitizer.) Invoice: 4174761101 (Reference:...		672.51	386,678.71
12/04/2023	100069	LLS TAX SOLUTIONS, INC	Invoice: 003196 (Reference: Arbitrage Services.)		650.00	386,028.71
12/04/2023	100070	SPIES POOL, LLC	Invoice: 300052 (Reference: Degreaser.) Invoice: 300046 (Reference: Install new ladder step. ...		5,050.70	380,978.01
12/04/2023	100071	Steadfast Environmental LLC	Invoice: SE-23231 (Reference: Monthly Maintenance - Dec 2023.)		2,393.00	378,585.01
12/04/2023	100072	METFITNESS LLC	Invoice: INV-4534 (Reference: Weekly Group Fitness Classes - Nov 2023.)		240.00	378,345.01
12/04/2023	100073	KILINSKI VAN WYK, PLLC	Invoice: 8014 (Reference: General Legal Matters - Oct 2023.)		6,202.49	372,142.52

12/04/2023	100074	VESTA DISTRICT SERVICES	Invoice: 414936 (Reference: Billable Expenses - Oct 2023.)		127.56	372,014.96
12/04/2023	100075	FTI / Florida Training & Investigations	Invoice: 23204048 (Reference: Security Services: 10.21.2023 - 11.19.2023.)		39,325.00	332,689.96
12/04/2023	100076	Goldner Associates Inc	Invoice: IN5257326 (Reference: Staff Polos and Jackets.)		739.17	331,950.79
12/04/2023	100077	Aqua Chill of Orlando LLC	Invoice: 59397 (Reference: Drinking Water.)		96.30	331,854.49
12/04/2023	100078	Janitorial Superstore	Invoice: 16812 (Reference: Supplies.)		1,000.80	330,853.69
12/04/2023	100079	Florida Wrap Pros, LLC	Invoice: 1331 (Reference: Aluminum Sign.) Invoice: 1332 (Reference: 4ml Coroplast sign single...		235.40	330,618.29
12/04/2023	100080	Buddy's Pressure Washing	Invoice: 12077 (Reference: Lazy River/Pool Deck Sealing.)		11,812.50	318,805.79
12/04/2023	100081	Zeno Office Solutions, Inc.	Invoice: IN2415355 (Reference: Contract CN27503-01, overage 09.15.23-10.14.23.)		17.83	318,787.96
12/04/2023	6028	POLK COUNTY WATER RESOURCE ENFOR	Water Violation (10/04/2023)		500.00	318,287.96
12/06/2023	6030	US BANK	Trustee Fees - Series 2018 11/01/23-10/31/24		4,040.63	314,247.33
12/08/2023	ACH120823	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C J 10/19-11/16/23		1,362.43	312,884.90
12/09/2023	ACH120923	Spectrum Business	11/22/23 - 12/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	312,774.92
12/11/2023	1ACH121123	POLK COUNTY UTILITIES	Various Accounts		21.15	312,753.77
12/11/2023	2ACH121123	POLK COUNTY UTILITIES	Various Accounts		3,117.65	309,636.12
12/11/2023	3ACH121123	POLK COUNTY UTILITIES	Various Accounts		91.60	309,544.52
12/11/2023	4ACH121123	POLK COUNTY UTILITIES	Various Accounts		121.14	309,423.38
12/11/2023	5ACH121123	POLK COUNTY UTILITIES	Various Accounts		90.82	309,332.56
12/11/2023	6ACH121123	POLK COUNTY UTILITIES	Various Accounts		133.80	309,198.76
12/11/2023	7ACH121123	POLK COUNTY UTILITIES	Various Accounts		71.91	309,126.85
12/11/2023	8ACH121123	POLK COUNTY UTILITIES	Various Accounts		2,872.60	306,254.25
12/11/2023	9ACH121123	POLK COUNTY UTILITIES	Various Accounts		6,730.82	299,523.43
12/11/2023	6031	TPG Lighting	Reference: Decorative Lights.		5,471.00	294,052.43
12/11/2023			Service Charge		88.78	293,963.65
12/12/2023	ACH121223	Spectrum Business	Phone and Internet. 11/25 - 12/24/23 5200 Solterra Blvd		1,034.40	292,929.25
12/12/2023			Deposit	520.00		293,449.25
12/13/2023	EFT121323	FLORIDA DEPT OF REVENUE	Nov 2023 Sales Tax Filing		58.70	293,390.55
12/13/2023	100082	Bolton's Towing Service	Invoice: 588061 (Reference: Security -other.)		315.00	293,075.55
12/13/2023	100083	Power Pool Services, LLC	Invoice: 3128 (Reference: Pool Service Contract.)		2,800.00	290,275.55
12/13/2023	100084	SPIES POOL, LLC	Invoice: 300960 (Reference: Pool & Lazy R-R&M.)		1,787.10	288,488.45
12/13/2023	ACH121323	FLORIDA PUBLIC UTILITIES	Service 10/19/23-11/20/23		4,699.63	283,788.82
12/14/2023	100085	Cintas	Invoice: 4176323790 (Reference: Facility Cleaning Maintenance.)		224.17	283,564.65
12/14/2023	100086	Envera Systems	Invoice: 734859 (Reference: Security Monitoring -Pool.)		2,510.87	281,053.78
12/14/2023	100087	SPIES POOL, LLC	Invoice: 300162 (Reference: Pool & Lazy R R&M.) Invoice: 300974 (Reference: Pool and Lazy Riv...		2,145.00	278,908.78
12/14/2023	100088	YELLOWSTONE LANDSCAPE	Invoice: OS 633854 (Reference: Landscape Replen & Misc.)		787.69	278,121.09
12/14/2023	100089	Amenity Services LLC	Invoice: 2057 (Reference: Facility Maintenace Cleaning.) Invoice: 2058 (Reference: Facility M...		6,000.00	272,121.09
12/14/2023	100090	Kalina Brochowicz Fondo	Invoice: 9 - NOVEMBER 2023 (Reference: Clubhouse & Lifestyles Supplies.)		1,200.00	270,921.09
12/14/2023	100091	Pouncey Recycling & Sanitation, Inc	Invoice: 21327 (Reference: Refuse Dumpster Service.)		1,380.00	269,541.09
12/19/2023	1ACH121923	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 10/26 -11/27/23		486.00	269,055.09
12/20/2023	2ACH122023	DUKE ENERGY	5300 Solterra Blvd Lift 10/26-11/27/23		254.72	268,800.37
12/20/2023	3ACH122023	DUKE ENERGY	5290 Solterra Blvd Irrigation 10/26-11/27/23		30.79	268,769.58
12/20/2023	1ACH122023	Spectrum Business	5200 Solterra Blvd AHMS 12/03/23-01/02/24		277.96	268,491.62
12/21/2023	1ACH122123	DUKE ENERGY	5200 OAKMONT BLVD 10/27-11/28		10,868.51	257,623.11
12/21/2023	4ACH122123	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 10/27-11/28/23		36.29	257,586.82
12/21/2023	ACH122023	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 10/27-11/28/23		908.95	256,677.87
12/26/2023	ACH122623	DUKE ENERGY	00 Solterra Blvd LITE 011/02-12/01/23		1,047.25	255,630.62
12/28/2023	1ACH122823	DUKE ENERGY	7524 Oak Spring Lane 11/7-12/5/23		30.79	255,599.83

12/28/2023	2ACH122823	DUKE ENERGY	4000 OAKMONT BLVD 11/07-12/05		59.47	255,540.36
12/28/2023	3ACH122823	DUKE ENERGY	7310 Oakmoss Loop Irrigation 11/07-12/05		30.79	255,509.57
12/28/2023	4ACH122823	DUKE ENERGY	0 Solterra Blvd Lite 11/08-12/06		1,354.74	254,154.83
12/28/2023	5ACH122823	DUKE ENERGY	6022 Board Oak Dr Pump 11/07-12/05		30.79	254,124.04
12/28/2023	6ACH122823	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 11/07-12/05		110.42	254,013.62
12/28/2023	7ACH122823	DUKE ENERGY	5456 Misty Oak Cir Pump 11/7-12/05		30.79	253,982.83
12/28/2023	8ACH122823	DUKE ENERGY	7102 Oakmoss Loop Irrigation 11/07-12/05		30.79	253,952.04
12/31/2023				**520.00**	**139,967.72**	**253,952.04**

EXHIBIT 17

Motion Picture Licensing Corporation
5140 W. Goldleaf Circle, Suite 103
Los Angeles, CA 90056
United States

Umbrella License Application

Solterra Resort CDD
Name of Organization ("Licensee")

Jayme Biggs
Contact Name

Admin
Position

5200 Solterra Blvd
Facility Address

Davenport, Florida 33837
City, State, Zip

Mailing Address (If different from above)

City, State, Zip

(863) 547-9839
Telephone

Fax

jbiggs@vestapropertyservices.com
Email Address

Website

~~$2,399~~ $1,629 MT approval
License Fee

01/17/2024
Start Date

I hereby request an MPLC Umbrella License, subject to the terms and conditions provided herein.

Kyle Darin
Authorized Signer (Printed)

Kyle T. Darin
Signature

District Manager
Title

PAYMENT OPTION:
- ○ Send Invoice (fee due in 30 days)

UMBRELLA LICENSE® AGREEMENT
TERMS AND CONDITIONS

1. Purpose. Motion Picture Licensing Corporation ("MPLC") grants licensee ("Licensee") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement"). Licensee's acceptance of this Agreement, or any amendment thereto, may be indicated via electronic consent, handwritten signature, or payment of the applicable license fee.
2. Basis for License. MPLC represents and warrants that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.
3. Term. "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless cancelled by either party giving thirty (30) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "Contract Year." If Licensee does not timely notify MPLC of its intent to terminate, this Agreement will remain in effect for the entire subsequent Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder pursuant to Section 5 hereof.
4. Rights Granted / Conditions. The specific titles which may be publicly performed by Licensee under this Agreement are "Works", defined as films, television programs and other audio-visual content that are produced and/or distributed by MPLC-affiliated rights holder companies, as to which MPLC has received the rights to license public performances under the parameters set forth herein. The public performances of Works authorized by this Agreement may take place only in the Facility(ies) identified in the Application or as Licensee otherwise notifies, but may be made via any legally obtained means originally intended for personal use only, including but not limited to DVD, streaming, download and broadcast, but excluding premium home theatre exhibitions of such Works. The responsibility for obtaining legally sourced, authorized versions of the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee, separate and distinct from the agreed public performance license fee. The primary purpose of such performances must be to entertain and/or educate authorized viewers, and the audience must be limited accordingly. No specific titles, or any characters from such titles, or producers' names may be advertised or publicized to the general public, and no admission or other fee may be charged to the audience. The exhibitions may not be used to endorse any goods or services. MPLC may use Licensee's name in an undifferentiated, purely factual list of licensees.
5. Fee. The agreed license fee for the first Contract Year of this Agreement is specified on the Application, which amount is payable to MPLC. Licensee acknowledges and agrees that subsequent Contract Years may require adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of Facilities or other relevant factors used to determine the license fee. On an annual basis, or upon request by MPLC, Licensee shall furnish MPLC with the information MPLC may request in order to determine the proposed license fee for subsequent Contract Years. Should MPLC wish to increase the license fee for the subsequent Contract Year, it shall propose such increased license fee to Licensee no later than sixty (60) days before the end of the then-current Contract Year. Licensee shall then have up to the date that is thirty (30) days prior to the expiration of the Contract Year to evaluate MPLC's proposed license fee for the subsequent Contract Year. If Licensee does not timely notify MPLC of intent to terminate pursuant to Section 3 hereof, this Agreement will remain in effect for the entire subsequent Contract Year, with the license fee set at the amount proposed by MPLC. Such license fee for each subsequent Contract Year shall be due and payable no later than the beginning of each respective subsequent Contract Year. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
6. Changes in Rights to Individual Titles. MPLC represents and warrants that it or its rights holders may, from time to time during the Term, lose the appropriate rights to certain individual titles due to, *inter alia*, the assignment, loss, or expiration of those rights. In such event, MPLC may send Licensee at any time during the Term binding notices that certain titles cannot be or may no longer be publicly

performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.

7. Rights Not Granted. Licensee may not unlawfully duplicate, supplement (e.g., with live musical accompaniment), edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its rights holders.
8. Separate Fees. Any separate fees which may be due to music publishers or to collection societies for music publishers for the right to publicly perform the music contained in any of the Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC. To the best of MPLC's knowledge, no such separate fees for motion pictures are currently in effect.
9. Assignment. This Agreement may not be assigned by either party, without the prior written consent of the other party, except that each party shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, and (b) provide the other party with notice of the assignment including contact information for the assignee.
10. Tax Liability. In the event that a determination is made by a taxing authority or court of any state in which Licensee conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of MPLC's receipts from Licensee, then Licensee shall reimburse and indemnify MPLC within thirty (30) days of notification therefore for Licensee's pro rata share of any such tax derived from receipts received from Licensee.
11. Notice. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
12. Termination. Either party may terminate this Agreement on account of any material breach by the other party of the Agreement. Additionally, Licensee may terminate this Agreement for convenience. In the event of termination, there shall be no refund of the license fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement.
13. Collection Fees. In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then Licensee shall be responsible for paying such amounts to MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
14. Representations and Warranties. Each party represents and warrants that the information provided by it is true, correct and complete in all respects. This Agreement constitutes a legal, valid and binding obligation upon each party and is enforceable by its Terms and Conditions. Licensee acknowledges that such Terms and Conditions may be updated by MPLC at the beginning of a Contract Year by providing notice of such updates no later than sixty (60) days prior to the end of the previous Contract Year, with such updates being subject to Licensee's right to terminate pursuant to Section 3 hereof.
15. Limited Waiver. To the extent that, prior to the commencement date of this Agreement, Licensee may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
16. Integration; Choice of Law. The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the United States and the State of California.

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

SPIES
Est. 1989

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

SOLTERRA CDD
5200 SOLTERRA BLVD
DAVENPORT, FL 33837

01/18/2024

ATTN: RANDY

THIS QUOTE IS FOR REPAIRS TO THE POOL RECIRCULATION PUMP. SPIES WILL INSTALL 1 NEW 20 HP MOTOR, STA-RITE SHAFT SEAL AND SHAFT SLEEVE. ALL LABOR FOR THE REPAIR IS INCLUDED IN THE BID.

TOTAL $3,850.00 PLUS TAX

PLEASE NOTE: IF ANY OTHER PARTS ARE FOUND TO BE FAULTY AND IN NEED OF REPLACEMENT TO COMPLETE THIS REPAIR, (SEAL PLATE, ETC) THEY WILL BE REPLACED AND BILLED AS AN EXTRA TO THE ABOVE PRICE.

ESTIMATED LEAD TIME IS 1 WORKING DAY FROM DATE OF APPROVAL. PRICE IS GOOD FOR 30 DAYS FROM DATE ON QUOTE.

ACCEPTED AND AGREED:

BY: Jayme Briggs
TITLE: General Manager
DATE: 1/18/24

REGARDS,

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

SPIES 34th ANNIVERSARY 1989-2023

801 Sawdust Trail
Kissimmee, FL 34744

407-847-2771
Fax 407-847-8242

www.spiespool.com

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

SPIES
Est. 1989

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

SOLTERRA
5200 SOLTERRA BLVD
DAVENPORT, FL 33837

12/20/2023

ATTN: RANDY

THIS QUOTE IS FOR REPLACING THE FILTER GRIDS ON THE POOL. SPIES WILL DRAIN AND FLUSH THE FILTER TANK, REMOVE THE EXISTING GRIDS AND INSTALL 67 – 19" ROUND FILTER GRIDS. THE PRICE INCLUDES ALL LABOR FOR THE INSTALLATION.

TOTAL $2,295.00 PLUS TAX

PLEASE NOTE: IF ANY ADDITIONAL PARTS ARE FOUND IN NEED OF REPLACEMENT IN ORDER TO COMPLETE THE REPAIR, (MANIFOLD PVC PARTS, ETC) THEY WILL BE REPLACED AS AN EXTRA TO THE ABOVE PRICING.

ACCEPTED AND AGREED:

BY:_____
TITLE:_____
DATE:_____

REGARDS,

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744

SPIES 34th ANNIVERSARY 1989-2023

407-847-2771
Fax 407-847-8242

www.spiespool.com

Proposal #379787
Date: 01/05/2024
From: Virginia Alvarez Cortes

Proposal For

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

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Q4 Irrigation Repairs

Terms: Net 30

- Irrigation Repairs For Q4 2023 throughout the CDD

DESCRIPTION	AMOUNT
Irrigation Labor	$0.00
6" Pop-up (NO PRS)	$509.99
Spray Nozzles	$85.86
4" Rotor	$799.99
MP Rotator Nozzle	$3,060.00
12" Pop-up (NO PRS)	$377.82
Drip Line	$71.43
Misc. Fittings	$220.00
1" Rainbird Valve	$862.13

Client Notes

SUBTOTAL	$4,991.09
SALES TAX	$0.00
TOTAL	$4,991.09

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be 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

Virginia Alvarez Cortes
Office:
valvarez@yellowstonelandscape.com