



Rizzetta & Company

Solterra Resort Community Development District

**Board of Supervisors
Meeting
November 7, 2025**

**District Office:
8529 South Park Circle
Suite 330
Orlando, FL 32819**

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, Florida · (407) 472-2471
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.solterraresortcdd.org

Board of Supervisors	Brian Meert Deborah Higham Karan Wienker Robert Voisard Sam Neelam	Chair – General Op's Vice Chair – Amenities Assistant Secretary - Landscaping Assistant Secretary – Security Assistant Secretary – Budgets
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Meredith Hammock	Kilinski Van Wyk
District Engineer	Greg Woodcock	Stantec

All cellular phones and pagers must be turned off during the meeting.

The audience comments portion of the agenda is when individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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Board of Supervisors
Solterra Resort Community
Development District

October 31, 2025

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **November 7, 2025, at 10:00 a.m.** at the **Solterra Resort Amenity Center**, located at **5200 Solterra Boulevard, Davenport, Florida 33837**. The following is the **final** agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT**
3. **COMMUNITY UPDATES**
 - A. General Manager Updates Report..... Tab 1
 1. Holiday Season Updates- Ms. Higham
 2. Consideration of Exercise Equipment Proposal
 - B. Landscape Maintenance Updates..... Tab 2
 1. Quarterly Palm Injection Proposal
 2. Updates on Potted Plant Enhancements- Ms. Wienker
 3. Updates on Pine Straw Service Order
 - C. Aquatic Maintenance Updates Tab 3
 1. Waterway Inspection Report
 2. Midge Fly Project Proposal
 3. Fish Stocking Proposal
 4. Pond Planting Proposals
 - D. F&B Committee Updates
 1. LLP Licensing Updates
4. **STAFF REPORTS**
 - A. District Engineer
 1. Oak Spring Parking Updates
 2. Updates on Additional Parking Options
 - B. District Counsel
 1. Updates on Bond Counsel Review
 - C. District Manager..... Tab 4
 1. Quarterly Website Audit
 2. Budget Reviews- Mr. Neelam
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors’ Minutes Held on October 3, 2025, Tab 5
 - B. Ratification of Operation and Maintenance Expenditures For the Month of September 2025 Tab 6
6. **BUSINESS ITEMS**
 - A. Consideration of Pool Services..... Tab 7
 - B. Consideration of Pool Resurface Proposals Tab 8
 - C. Resolution 2026-02, Setting Public Hearing on Amended Rules of Procedures Tab 9

1. Memorandum: Updated Provisions of the District's Rules of Procedures
2. Amended and Restated Rules of Procedure
- D. Resolution 2026-03, Setting Public Hearing
on Amended Towing Roles and Amenity Policies.....Tab 10
 1. Redline Amended Rules Relating to Overnight Parking and Parking Enforcement
- E. Resolution 2026-04, General Elections Resolution.....Tab 11
- F. Resolution 2026-05, Amending FY 2024-2025
Budget (Under Separate Cover)
7. **SHADE SESSION**
8. **SUPERVISOR REQUESTS & COMMENTS**
9. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

With appreciation,
Brian Mendes
Brian Mendes

Tab 1

Monthly Managers Report

Prepared for the Solterra Resort CDD Board of Supervisors



Prepared by: Joe Bullins, LCAM, CMCA, AMS – General Manager

Date: October 2025

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Data Summary

- Square Income Reporting – Leisure Patron Amenity
- Cabana Sales
- Café Sol Cost-Share 1st Quarter
- Staffing Tracker

Maintenance and Projects

- Completed Projects
- Ongoing Projects
- Upcoming Projects
- Unresolved Projects
- Vendor Performance

Administrative and Operational Updates

- Communication
- Homeowner Survey
- Meetings
- Policy or Rule Changes
- Reviews and Review Initiatives

Conclusion

Financial Summary

Square Sales Summary Breakdown (Sept 26th – October 28th, 2025)

Line Items	Amount (USD)
Gross sales	\$44,325
Returns	-\$285.00
Discounts & Comps	-\$2,100.00 (price reduction on cabanas)
Taxes	\$2,361.80
Square fees	-\$2,935.80
Net revenue after tax & fees	\$39,370.78

Square Sales Summary Breakdown (August 26th-September 25th, 2024)

Line Items	Amount (USD)
Gross sales	\$32,530.00
Returns	-\$275.00
Discounts & comps	-\$485.00
Taxes	-\$2,155.65
Square fees	-\$877.28
Net revenue after tax & fees	\$28,971.67

Key Observations – Year over Year Sales Trends

Fall Season Strength

From September 26 through October 28, 2025, gross sales were 44,325 compared to 32,530 during the same period in 2024. This represents an increase of about 36 percent year over year, which shows continued strength even as the peak summer months passed.

Net Revenue Capture

Net revenue after adjustments in 2025 reached 39,370.78, compared to 28,971.67 in 2024. This also reflects a 36 percent gain year over year. However, the gap between gross sales and retained revenue widened. Discounts and comps rose from 485 to 2,100, largely due to cabana price reductions, which helped activity but reduced profitability.

Promotional and Operational Factors

Discounting in 2025 was more than four times higher than the same period in 2024. This drove usage but cut into margins.

Operational Takeaway

The year over year performance confirms strong demand and higher activity across the amenities. At the same time, heavier discounting is reducing how much revenue is ultimately retained. It is important to acknowledge the on-the-ground conditions behind these choices. Daily guest counts rarely exceeded 85, with only a few outliers, and cabana sales needed an incentive push. Management stepped in directly with fun giveaways at their own cost to create activity and preserve guest experience. The café partner had previously offered beer bucket promotions, but that support has been pulled back unless covered in the future.

The Board should view discounting and promotions not only as a financial tradeoff but also as a management tool used to keep amenities active, create guest engagement, and sustain the overall atmosphere of the resort during a slower stretch.

Board Level Summary

Compared to 2024, the September through October 2025 period shows 36 percent growth in both gross and net revenue. The community is clearly benefiting from higher demand. The next step is to ensure that top line growth turns into stronger financial returns by controlling discounting where possible, while balancing the operational realities that sometimes make incentives necessary to maintain activity and guest satisfaction.

Staffing Tracker

Staffing Adjustments During Seasonal Valley

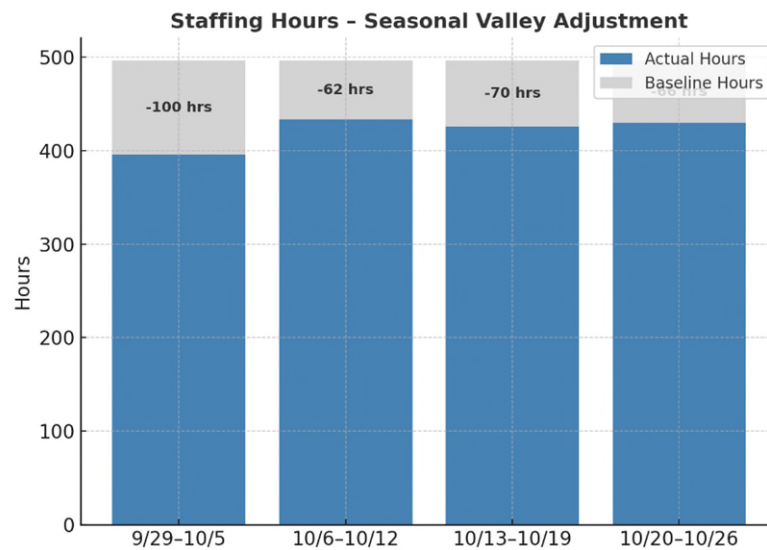
As the resort moved further out of peak season, staffing levels were again adjusted to match the reduced pace of guest activity while ensuring key amenities remained covered. Our baseline staffing plan projects 496 labor hours per week at full operating capacity. During the four-week period from September 26 through October 26, we scheduled the following:

Week of 9/29–10/5: 395.5 hours scheduled (100.5 hours below baseline)
Week of 10/6–10/12: 433.5 hours scheduled (62.5 hours below baseline)
Week of 10/13–10/19: 425.5 hours scheduled (70.5 hours below baseline)
Week of 10/20–10/26: 429.5 hours scheduled (66.5 hours below baseline)

Across the four-week period, this represents 300 labor hours cut compared to baseline, a reduction of 15.1%. At the blended average labor cost of \$17 per hour, this equates to approximately \$5,100 in payroll savings. Importantly, these reductions were managed without sacrificing guest service.

Adjustments were concentrated in slower midweek periods, while weekends and peak guest activity times remained well supported. Management presence and scheduling flexibility ensured coverage was available where it was needed most, while unnecessary idle labor costs were avoided.

This approach allows the community to control expenses while still delivering a consistent guest experience. As we move toward the holiday season, hours will be redirected to align with anticipated demand surges, ensuring the resort is prepared to operate at higher capacity when required



*Levels will increase as we hit brief holiday increases i.e. Thanksgiving 2025.

Maintenance & Projects

Please request a list of daily and weekly operational projects undertaken at the Clubhouse if interested and we will provide

Ongoing/Completed Projects

Front Entry Wall – Crack repair and repainting.

Guardhouse – interior repainting.

Guardhouse HVAC Serviced

Vendor Performance

Administrative and Operational Updates

Communications

Community Brochure – Erik Batista (Communications Specialist – Artemis) has been working to create a new and updated brochure for the resort. He has sent several revisions back and forth to GM, Chair, and HOA. V.4 is now complete and has been sent to the DM for final approval. Once approved—we can swap out for the new brochure.

Monthly Newsletter – The monthly newsletter is complete. The first newsletter will go out no later than 10/31/2025. Management worked with the Chair on several ideas and we stand ready and willing to modify and adjust as necessary for future months. We will add theming for holidays in the future but getting content and form first was key.

Surveys

Guest/Permanent Resident/Investor Owner Surveys – Management has created 4 specific surveys for Staff & Vendor, Solterra Guest Amenity, Investor Owner, and Owner/Resident. Each survey is different well defined and created for use on mobile and desktop. Management sent these off to Seat 5 mid-month and are awaiting full feedback on this initial run.

These surveys will help to advise and guide and will pair well with the StayFi follow-on survey systems as well as any surveys that the Café side can create through their POS system.

While Square can do surveys—they do not match the theme and modern capabilities of POS and services like Typeform. However, once approved—Amenity can use one of the existing tablets as a kiosk for surveys as well. Please see the project update supplemental below for more details.

Meetings

CDD Board Meeting – November 7th, 2025

CDD Townhall Workshop – November 13th, 2025.

*Looking to schedule 2 committee meetings if the BoS deems necessary regarding café between Nov and Dec meetings.

Policy or Rule Changes

Exemptions to dietary – There was a guest who was dissatisfied with our food policy as it related to the health and welfare of a member of their family. Management to review the policies and work with Board/Board Liaison to draft any amendments or changes to that Amenity policy that can then be reviewed by DM, Counsel, and the BoS for implementation.

Reviews and Initiatives

Since the last meeting, Solterra Resort has received 62 new guest reviews, with 59 at 5 stars and only 3 at 4 stars. This means 95 percent of all reviews were perfect scores, and the remainder were still very positive. Importantly, there were no neutral or negative reviews during this period, which represents a clear step forward from June when a small number of 3-star and 1-star ratings appeared.

Month by month, both the number of reviews and the ratio of 5-star scores to other ratings have steadily improved. June brought 47 reviews, 91.5 percent of which were 5 stars. The most recent period not only generated more feedback overall but also pushed the 5-star percentage even higher, with negative reviews eliminated entirely.

This pattern shows growing engagement and stronger satisfaction with the resort experience. The few 4-star reviews suggest small opportunities for fine-tuning, but the broader picture is one of continuous improvement in both volume and quality of guest feedback—evidence that recent operational efforts are working and should be emphasized in future owner and guest communications.

Conclusion

Executive Summary – Solterra Resort CDD Manager’s Report (October 2025)

The October 2025 Manager’s Report demonstrates strong financial returns, disciplined staffing management, visible progress on facility upkeep, and clear gains in guest satisfaction. Below is a high-level summary for executive review:

Financial & Operational Performance

Net revenue for September 26 through October 28, 2025 reached \$39,370.78, up 36% compared to \$28,971.67 during the same period in 2024. Gross sales were also higher at \$44,325 versus \$32,530. This growth confirms that amenity demand remains robust beyond peak summer months. However, discounts and comps rose to \$2,100 compared to \$485 in 2024, driven by cabana promotions. While these incentives supported guest activity and engagement, they narrowed margins. Management also supplemented activity with cost-free giveaways and operational presence to maintain vibrancy despite slower daily traffic levels.

Staffing & Efficiency

Staff scheduling was strategically reduced in line with seasonal declines in guest traffic. Against a baseline of 496 labor hours per week, actual schedules from September 29 through October 26 averaged between 395.5 and 433.5 hours per week. This represents 300 labor hours cut across the four-week period, translating to \$5,100 in payroll savings at the blended rate of \$17 per hour. Importantly, reductions were concentrated midweek, with peak periods fully supported, ensuring service standards were maintained while labor costs were contained.

Projects & Maintenance

Ongoing projects have addressed visible improvements to the community’s appearance and infrastructure, including crack repair and repainting of the front entry wall, repainting of the guardhouse interior, and servicing of the guardhouse HVAC. These projects, while modest in cost, reinforce consistent upkeep and support the Board’s emphasis on maintaining a high-quality environment.

Administrative & Community Engagement

Communications initiatives advanced significantly. A new resort brochure is in its final draft, ready for District Manager approval. The first monthly newsletter will be released by October 31, with plans for holiday-themed editions moving forward. Surveys have also been developed for guests, residents, investor owners, and vendors, with initial drafts submitted for Board feedback. These tools will strengthen the Board’s ability to measure satisfaction, identify gaps, and engage stakeholders.

Reviews & Reputation

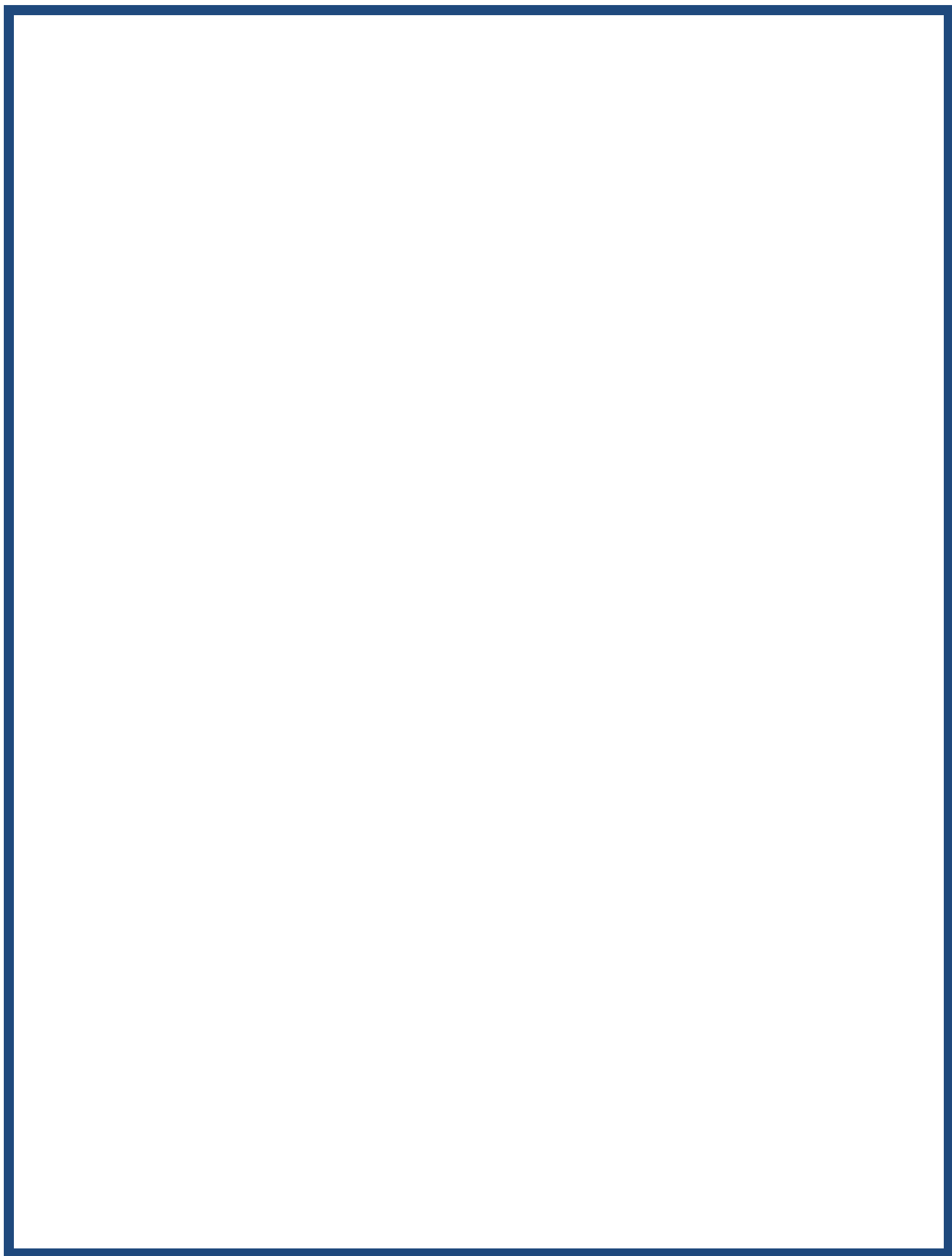
Guest feedback has reached new highs. Since the last meeting, Solterra received 62 new reviews, with 59 at 5 stars and 3 at 4 stars. This represents 95% perfect scores with no neutral or negative ratings. Compared to June, when 91.5% of reviews were 5-star and a small number were 1-star and 3-star, the resort has improved in both volume of reviews and in ratio of positive feedback. This steady upward trend reflects tangible progress in guest satisfaction and strengthens the resort's reputation.

Board-Level Conclusion

The October report confirms that Solterra is delivering measurable results. Revenues are rising year over year, staffing has been optimized to save over \$5,000 in payroll without eroding service quality, and facilities are being visibly maintained. Administrative initiatives like brochures, newsletters, and surveys are enhancing transparency and engagement. Guest reviews show not just satisfaction, but continual improvement in both volume and quality of feedback. Collectively, these outcomes demonstrate that the community's investment in management and amenities is producing stronger financial performance, more efficient operations, and a reputation for excellence.

Conclusion

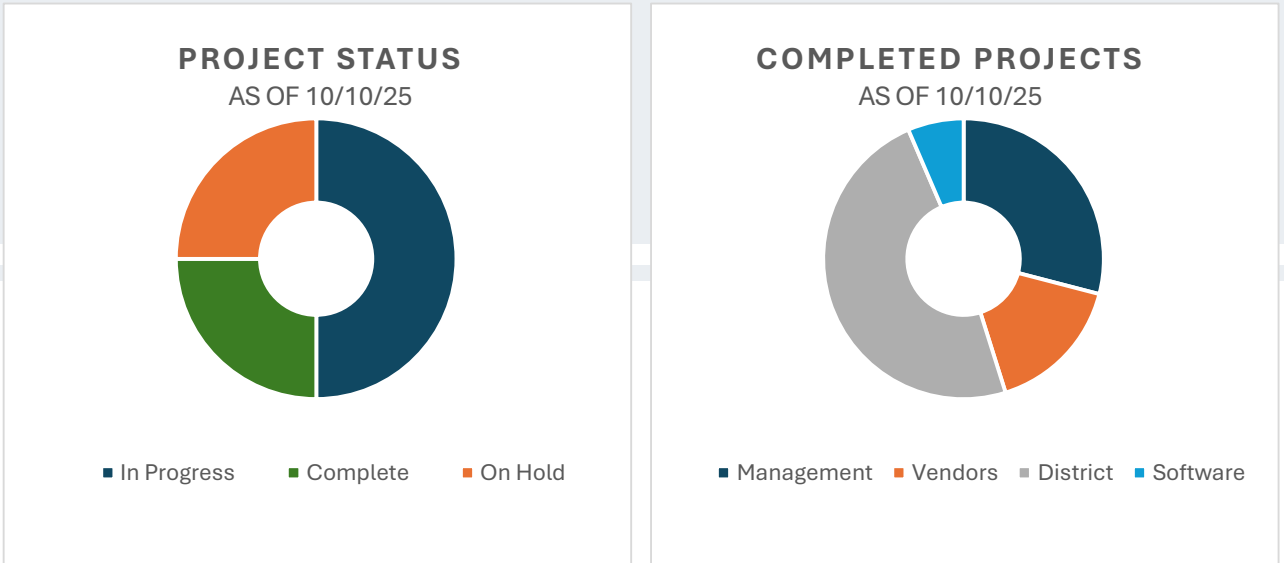
Solterra Resort is maintaining steady financial growth, guest satisfaction, and operational control while actively exploring innovative upgrades and deeper community engagement. Continued focus on data-driven decisions, responsive communication, and amenity optimization will support long-term success and elevate the resident and guest experience.



PROJECT STATUS UPDATE

Summary:

The project is on track. Board approval and purchase orders are complete, and all Ubiquiti equipment has been received. Insyte has assigned a coordinator and is scheduling installation. Upcoming steps include VOIP conversion, StayFi deployment with branding support, and Spectrum account transition. Main risks are installation challenges in the older building, ensuring full Wi-Fi coverage to outdoor amenities, and minimizing downtime during the Spectrum switchover.



PROJECT OVERVIEW	
PROJECT NAME:	Digital Infrastructure Enhancement
REPORTING PERIOD:	10/03/2025 – 10/16/2025
REPORTING DATE:	10/21/2025
PROJECT MANAGER:	Joseph Bullins, GM

STATUS MEETINGS
10/10/2025: Update provided to Seat for use in townhall should they elect to.
10/30/2025: Will provide brief end-of-month update to Seat regarding overall project status.
11/07/2025: CDD Meeting. Final update before meeting will be added to Managers Report.
TASKS COMPLETED

✓ 10/06/2025: Insyte briefed on Board approval. Counsel to deliver signed proposal from chair.
✓ 10/07/2025: General Manager issued final purchase order for Ubiquiti equip to DM. Purchased.
✓ 10/08/2025: Ubiquiti has shipped items. Insyte assigned project coordinator and ordered gear.
✓ 10/09/2025: Insyte received signed proposal. Install date to follow.
✓ 10/10/2025: Ubiquiti order received. All int/ext WAP's, switches, and dream machine.

TASKS IN PROGRESS	NEXT ACTION	DATE
Installation by Insyte	Coordination with Amenity Team	10/27/2025
Conversion to VOIP	Coordination with Insyte	TBD
StayFi Deployment	Cassandra Donohue with StayFi	Upon Completion
Convert Spectrum Accts	Complimentary lines - E. Robinson	Upon Completion

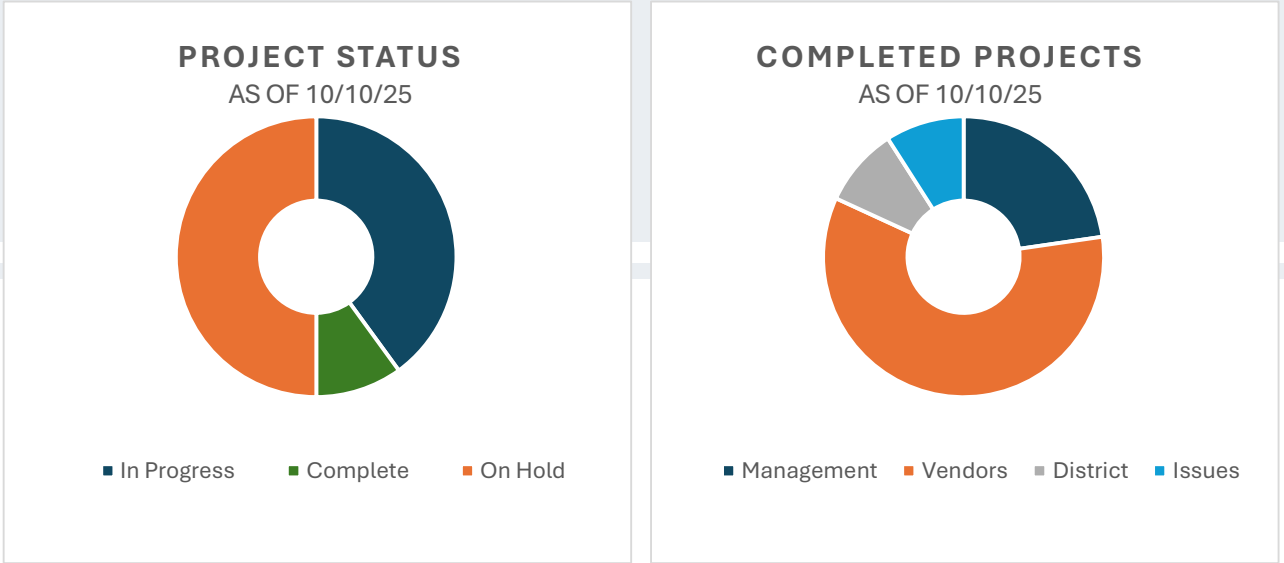
UPCOMING PROJECTS
Insyte Installation Viola Fe Labang is coordinator. Initial install date for IT Closet upfit—10/27/2025
WAP deployment test Confirm coverage areas and monitor performance. (Current has many drops).
VOIP Simple VOIP deployment to close out POTS line cost.
StayFi Deployment Will work with Seat 5 on branding, visuals, and after-stay emails via StayFi.
Convert Spectrum Working to install side by side complimentary lines for easy switch post install.

RISKS & ISSUES
▪ Insyte Install Building is older—so always a risk of install headaches. ▪ WAP's Goal is to get clean WiFi out to Lazy River and Sports Courts. ▪ StayFi Just want to ensure branding is on point as this is what guests will see and receive post stay. ▪ Convert Spectrum Always something with Spectrum. Will work closely to ensure zero to limited downtime.

PROJECT STATUS UPDATE

Summary:

This project is a tightly sequenced gym renovation plan designed to minimize downtime and streamline logistics. It begins with securing two large storage units and booking specialized movers to handle the heavy equipment, followed by removing and sorting old gear just before the flooring contractor arrives. The gym will then be cleared for a two-day rubber flooring installation and cure period, after which the new equipment will be moved in, positioned according to the updated floorplan, and fully tested for safety and function. Resident communication will highlight the brief closure and tease a “grand re-



opening,” while disposition of old equipment will be coordinated later with no impact on the timeline. Overall, the plan ensures only about one week of gym closure, with precise coordination between contractors and movers to avoid delays.

PROJECT OVERVIEW	
PROJECT NAME:	Gym Refresh - Clubhouse
REPORTING PERIOD:	10/03/2025 – 11/30/2025
REPORTING DATE:	10/27/2025
PROJECT MANAGER:	Joseph Bullins, GM

STATUS MEETINGS
10/10/2025: Update available for town hall if needed.
10/30/2025: Will provide brief end-of-month update to Seat/Board regarding overall project status.

11/07/2025: CDD Meeting. Final update before meeting will be added to Managers Report.

TASKS COMPLETED

- ✓ 10/06/2025: All vendors alerted to Board approvals. GM to work with DM and DC for deposits.
- ✓ 10/20/2025: Check for purchase from Retreat at CG received.
- ✓ 10/21/2025: Units (2x 10 by 30) reserved from Extra Space Storage. 1st month free on each.
- ✓ 10/21/2025: Specialized mover deposit (\$100) paid and date set for 10/29/2025.
- ✓ 10/27/2025: Maint Team at Retreat to begin staging and breaking down equipment for move.

TASKS IN PROGRESS	NEXT ACTION	DATE
Movers scheduled for 10/29	Coordination Movers for 1 st Phase	10/29/2025
Store equipment for rotation	Coordinate Phase 2 move	11/09/2025
Flooring reno and paint	Coord with Exercise Sys	11/10/2025
Rotate in new equipment	Coord Phase 3 move	Approx 11/13/2025

UPCOMING PROJECTS

Phase moves Each move needs lead time and sorting at storage for what will stay and go.

Flooring Install Installer date is currently Nov 10th. Will need equipment out, paint done, etc.

Final move Once equip is rotated—close out one rental unit and condense the rest for sale.

Sale of equip Coordinate with Counsel and District to sell off the used equipment at max value.

Grand Reopening Work with Board and Seat 2 to plan for a grand reopening of the gym.

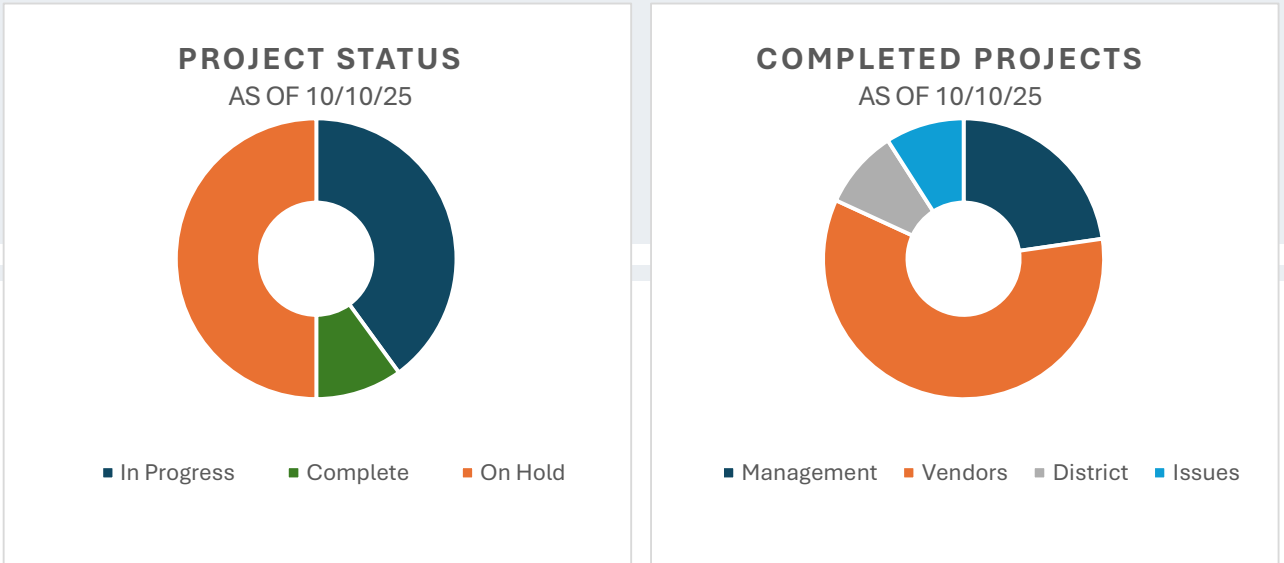
RISKS & ISSUES

- **Install Delays** The goal is limited down time. Any shift to the schedules could cause this to flex.
- **Communication** Critical that we communicate the gym being closed for reno and then open to all.
- **Sale of used** In order to save \$--the faster we sell the used equipment for top \$ quicker out of store.
- **Review** Ensure that the work matches and meets the scope of the project.

PROJECT STATUS UPDATE

Summary:

The sidewalk extension project is underway with vendors engaged and deposits issued. Duke Power is planning light post relocation, Dora Landscaping will remove a tree, and Yellowstone will review irrigation. Legacy Concrete will build the 4-foot by 245-foot sidewalk once preparations are complete. Final review will be conducted by management and Board representatives, with key risks being utility delays, irrigation adjustments, and backfill needs near the clubhouse.



PROJECT OVERVIEW	
PROJECT NAME:	Sidewalk Extension - Clubhouse
REPORTING PERIOD:	10/03/2025 – 10/30/2025
REPORTING DATE:	10/21/2025
PROJECT MANAGER:	Joseph Bullins, GM

STATUS MEETINGS
10/10/2025: Update available for town hall if needed.
10/30/2025: Will provide brief end-of-month update to Seat/Board regarding overall project status.
11/07/2025: CDD Meeting. Final update before meeting will be added to Managers Report.
TASKS COMPLETED

✓ 10/06/2025: All vendors alerted to Board approvals. GM to work with DM and DC for deposits.
✓ 10/07/2025: DC issued requisite documents to vendor (Duke Power). Proposal invoice issued to DM.
✓ 10/08/2025: Necessary damage waivers filed and signed off on. Invoices with Accounting.
✓ 10/10/2025: Deposits issued.
✓ 10/11/2025: Deposit received and Duke Power planning work to move light posts for sidewalk.

TASKS IN PROGRESS	NEXT ACTION	DATE
Light relocation Duke	Coordination with Den Davis (Duke)	TBD
Removal on tree	Coordination with Dora Landscaping	TBD
Install of the sidewalk	Coordinate with Legacy Concrete	After relocation
Review of sidewalk work	Walk with DM and Seat 2 to review	Upon Completion

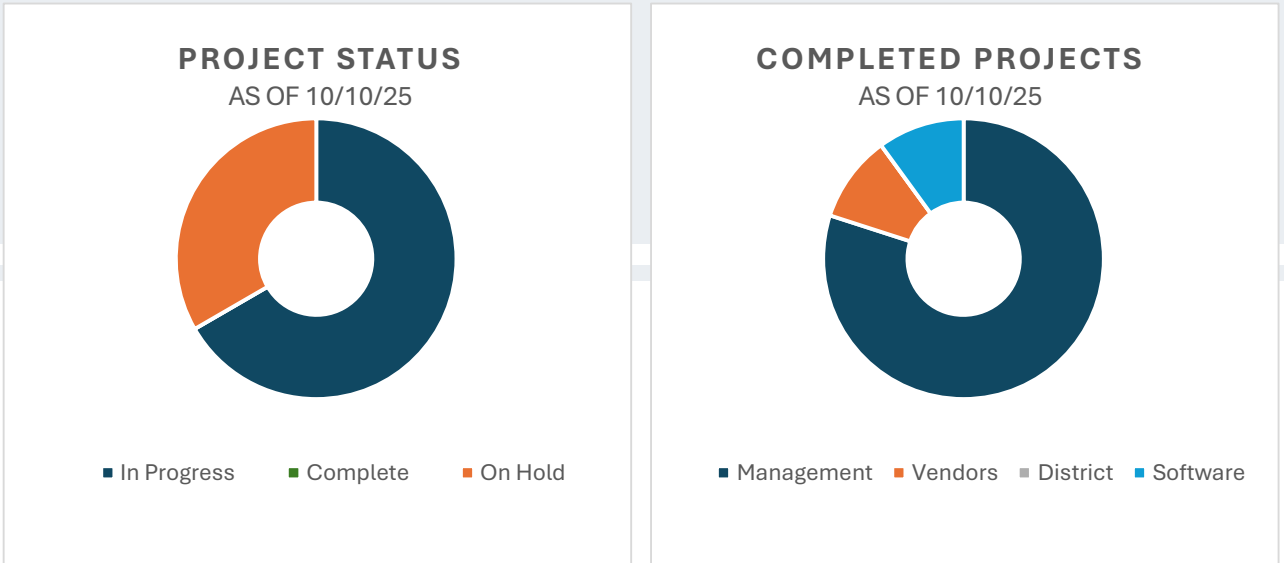
UPCOMING PROJECTS
Duke Light Relo 8-week lead time. Lights will be relocated a number of feet back to allow for sidewalk.
Tree removal Dora Landscaping will remove the tree and grind the stump down.
Irrigation or control box review Will identify if anything else is in the way and have Yellowstone relo.
Sidewalk Install Legacy Concrete with build out the 4ft by 245ft sidewalk to connect Club to ST Sidewalk
Review District Manager, Maintenance, Seat 2, and General Manager will review work upon comp.

RISKS & ISSUES
▪ Utility Delays Duke Power is always an unknown. They indicate an 8 week lead but open to flex. ▪ Utility Relo Most of the covers down there are for irrigation. Will coordinate with YS and Polk. ▪ Backfill Will need appropriate backfill for section closer to clubhouse as it has eroded. ▪ Review Ensure that the work matches and meets the scope of the project before release of funds.

PROJECT STATUS UPDATE

Summary:

The survey deployment project is moving forward with Typeform surveys created for residents, owners, guests, and staff, supported by a branded kit and mobile/QR optimization. StayFi integration is being prepared to pull guest data and trigger follow-up surveys, with Seat 5 set to review designs before test deployments across multiple platforms. Version 1 rollout will follow Seat 5 and Board approval. Main risks include poor survey design, low participation, technical access issues, and sampling bias



TASKS COMPLETED
✓ 10/06/2025: Created Typeform Account for Solterra Resort
✓ 10/07/2025: Creating surveys for Permanent Res, Investor Owner, Guest/Visitor, Staff/Vendor
✓ 10/08/2025: Generating survey brand kit for Typeform
✓ 10/09/2025: Ensuring surveys are QR/Kiosk and mobile friendly.
✓ 10/10/2025: Working with StayFi—will be able to pull guest lists over to Typeform or FS for survey.

TASKS IN PROGRESS	NEXT ACTION	DATE
Typeform Survey Design	Coordinate with Seat 5	Sent 10/15/2025
Test Deployments	Mobile and QR via tablet	TBD
StayFi Integration	Cassandra Donohue with StayFi	Upon Completion
Survey V.1 Rollout	Coordinate with Seat 5 and BoS	Upon Completion

UPCOMING PROJECTS
Survey Design Adding Seat 5 as a viewer/user to Typeform to review survey designs and branding
Survey deployment test Will release to BoS and staff to test on Android, iOS, Mac, Windows, etc.
StayFi Integration Will allow CSV pulls of guest capture data. Can generate a quick reaction survey.
StayFi Deployment Will work to ensure that surveys under a certain score usher to customer service.
Survey V.1 Rollout Once Seat 5 approves we can either roll out or present to BoS for rollout.

RISKS & ISSUES
▪ Bad design = Bad data Poorly worded questions, leading language, or confusing scales ▪ Low Response rates A tiny response pool makes results statistically weak and potentially misleading ▪ Technology Issues Surveys can break on mobile, email links may not open, or spam filters block ▪ Sampling bias If only certain groups answer. Results may be skewed. Survey variations will help this.

Exercise Systems, Inc.**Show Room**

6881 Kingspointe Parkway, Suite 10

Orlando, FL 32819

Phone:407-996-8890

Customer:

Sales Proposal



Quote Number: 0061297

Date 10/22/2025

Quote Expires on: 11/21/2025

Questions? Please call

Delivery Address:

John Young

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

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

Model #	MFG	Description	Price	Qty	Ext
7524	Nautilus	Nautilus Inspiration Dual Adjustable Pulley — 4:1 ratio for smooth motion, unlimited cable positions, Lock N Load® system, multi-grip pull-up bar, and 12-movement placard. List \$8,799	\$5,388.00	1	\$5,388.00
R8001	Nautilus	ITAG 3 Tier Horizontal HEX Dumbbell Rack 38"H x 73"W x 32"D LIST PRICE \$1,399	\$1,119.20	1	\$1,119.20
SDR	Tag	IRubber Coated HEX HEAD DUMBBELLS with Chrome Handles (dumbbells come in pairs) 5-70LB 1,050 LBS List Price \$2,782.50	\$2,257.50	1	\$2,257.50
Frght	SERVICE	Freight-in bound	\$610.00	1	\$610.00
D&I	SERVICE	Delivery & Installation	\$325.00	1	\$325.00
TAX EXEMPT - TAX EXEMPT CERTIFICIATE WILL NEED TO BE SUPPLIED.					

Terms: 50% DOWN/ BALANCE COD

Signed: _____

Name: _____ Title: _____

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

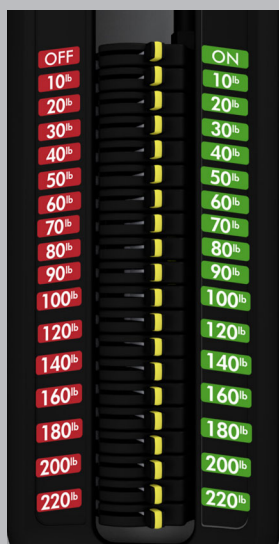
Sub-Total	\$9,699.70
Tax	
Total	\$9,699.70

NAUTILUS **INSPIRATION**

Designed with beautiful, modern aesthetics and uniform towers, Nautilus Inspiration Strength makes a powerful first impression. Each machine captures the essence of natural movement. Members will appreciate the many easy to use and easy to see features like our patented Lock N Load weight selection system, the wrap-around assisted seat adjustment, lenticular image placards, pre-stretch and range of motion controls designed to enhance each user's experience.

DUAL ADJUSTABLE PULLEY **NP-D9302**

W	62 IN (157 CM)
L	46.5 IN (118 CM)
H	88 IN (224 CM)
STACK WEIGHT	2 X 400 LB (2 X 181 KG) 2 X 100 LB (AT HANDLE)
OVERALL WEIGHT	1,308 LB (593 KG)
SHIPPING WEIGHT	1,394 LB (632 KG)



LOCK N LOAD® **WEIGHT SELECTION**

Selecting a weight with the intuitive Lock N Load design is as easy as flicking a switch. Universally color coded switches engage and disengage the weight via an internal pin, providing a safer, more durable and maintenance free operation. Lock N Load prevents unnecessary maintenance headaches since there are no pins to lose or replace.



SMART TOWER **DESIGN**

The beautifully designed Nautilus Inspiration line, with their uniform 64" (163 cm) towers, deliver superior lines of site across your venue and create a visually powerful impression during facility tours. The tower housing is designed to accommodate custom graphics and wraps to personalize the equipment in your facility.



HEX HEAD DUMBBELL RACK

Model: HDR70 Dumbbell Tray Rack

Lifetime welds; one-year parts warranty

Holds 5–75 lb dumbbells (15 pairs)

Dimensions: 38"H × 76"W × 58"D

Weight: 220 lbs



Solid Cast Rubber Dumbbells

- One-piece solid cast design encased in odorless, commercial-grade virgin rubber
- Chrome round handles /resist flaking.

Warranty: 2 years against breakage

Color: Black | **Sizes:** 3–100 lbs

Tab 2



Proposal #: 624249

Date: 10/27/2025

From: Virginia Alvarez Cortes

**Tree Care Proposal for
Solterra CDD**

Brian Mendes

Rizzetta & Company

bmendes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

**Quarterly Date Palm Injections w/Fertilizer and
Queen Palm Fertilizer (NOV 2025)**

DESCRIPTION

Arbor Cost

- Antibiotic injections on Medjool's w/fertilizer (19)
- Fertilize Queen Palms (17)- 3 dead queen palms removed as of 08/02/24.

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By

Print Name/Title

Date

Solterra CDD

Subtotal	\$750.00
Sales Tax	\$0.00
Proposal Total	\$750.00

THIS IS NOT AN INVOICE

Tab 3



Solterra Resort CDD Aquatics

Inspection Date:

10/30/2025 1:28 PM

Prepared by:

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 20

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

Filamentous algae is clinging to submerged grasses round the edge. Both appear to be decaying from a treatment last week. A technician will follow up next visit and re-treat the algae if decay has not progressed.

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

SITE: 21

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

Lily density has greatly decreased. Buildup on the surface is dry debris blown in by wind from surrounding trees. No other nuisance growth observed.

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

Inspection Report

SITE: 22

Condition: Excellent ☒Great Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

The pond is completely dry. Terrestrial grasses growing in the middle can be treated if requested.

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

SITE: 23

Condition: Excellent Great ☒Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

Previously treated filamentous algae has submerged and will continue to decay. A technician will inspect and administer a follow-up treatment if needed. Lily density has decreased. No other nuisance grasses observed.

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

Inspection Report

SITE: 24

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

No algae or nuisance grasses observed. Routine monitoring and treatments as needed will continue.

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

SITE: 25

Condition: Excellent ☒Great Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

Little change since the previous inspection. Some beneficial plants have begun dormancy. technicians will continue to monitor and treat as needed.

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

Inspection Report

SITE: 26

Condition: ☒Excellent ☐Great ☐Good ☐Poor ☐Mixed Condition ☐Improving



Comments:

Left: July, Right: October

No algae or nuisance grasses observed. Routine monitoring and treatments as needed will continue.

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

SITE: 27

Condition: ☐Excellent ☐Great ☐Good ☒Poor ☐Mixed Condition ☐Improving



Comments:

Left: July, Right: October

The planktonic algae bloom has returned. After reviewing previous treatment logs, I will direct technicians to change the algaecide regiment to better combat this persistent growth.

No nuisance grasses observed.

Heavy trash presence on the shoreline.

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

Inspection Report

SITE: 28

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

Left: July, Right: October

Algae coverage has decreased further. The new algacide mix should continue this pattern with no issue.
No nuisance grasses observed.

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

SITE: 29

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Left: July, Right: October

Dry retention area. Vegetation is starting to brown from drought.

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

MANAGEMENT SUMMARY



As October draws to a close and we enter November, we are finally seeing a change in the weather conditions influencing the ponds. Cooler temperatures will become more commonplace in the mornings and nights, though higher daytime temperatures and sunshine still contribute to rapid algae growth during the day. As the days shorten and the season progresses, these bloom events will taper off. Rain events are becoming less frequent, leading to extended decay times for surface algae. Additionally, water levels across most ponds will/are decreasing. Technicians on-site are currently providing both reactive and proactive treatment to the growth. If any algal activity is found growing around the shoreline and shallow areas, it is immediately targeted with algaecides. Ponds which historically (in our experience) produce algal activity are pre-treated with algaecides even if none are present in an effort to get ahead of the growth.

Overall, ponds are in fair shape. Remnants of a heavy growing season are the most pervasive issues. Now that algal and vegetative growth is reduced, technicians can focus on clearing up the ponds and starting preventative treatments as we move into winter.

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 over treating 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!

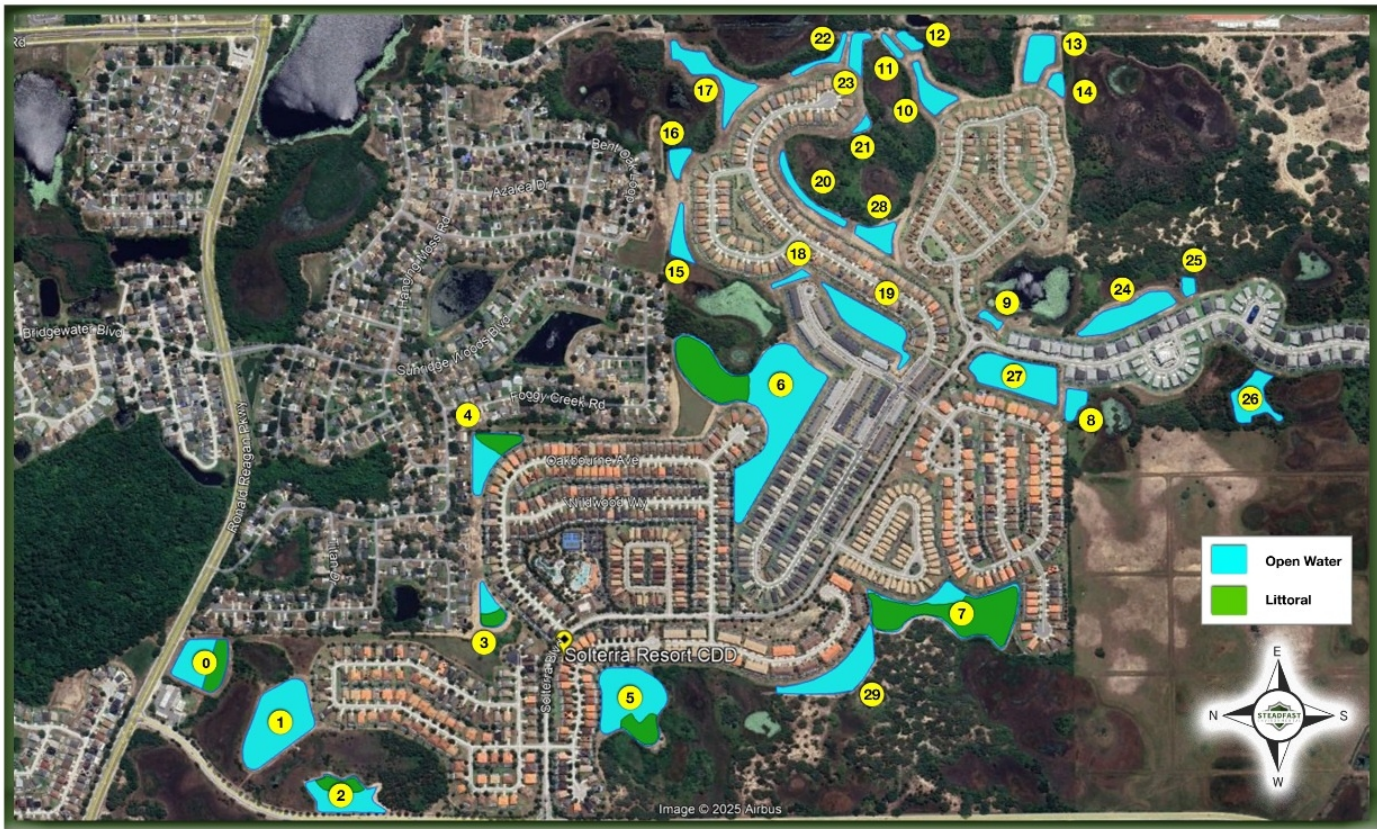
MAINTENANCE AREA



SOLTERRA RESORT CDD

Solterra Blvd, Davenport, FL 33837

Gate Code:





Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE	DUE	ESTIMATE #
10/30/2025	11/29/2025	EST-SCA2613

BILL TO

Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO

SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
Monthly aquatic insecticide / larvicide applications for midge fly control and maintenance within pond 6 at Solterra Resort CDD. Total area to be treated = 7.1 AC			
SKEETER is a natural oil-based surfactant, sitting on the top of the water. As adults attempt to emerge and breed, they become coated in oil, preventing flight. Following this, they are set upon by nematodes in the product, resulting in death within 24 hours. The product will be dispersed by technician at regular intervals along the pond bank. 30 day efficacy per label.	12.00	560.00	6,720.00

Monthly cost: \$640.00
Annual total: \$7680.00.

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 **6,720.00**

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): _____



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 10/30/2025 **DUE** 11/29/2025 **ESTIMATE #** EST-SCA2614

BILL TO

Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO

SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
Fish stocking of pond 6 at Solterra Resort CDD.			
Steadfast will stock approximately 12,000 mosquitofish (gambusia affinis) across one pond. The pond will be stocked according to acreage (~1600 fish/acre).	1.00	6,960.00	6,960.00

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 **6,960.00**

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): _____



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 9/8/2025 **DUE** 10/8/2025 **ESTIMATE #** EST-SCA2413

BILL TO
Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO
SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
POND 5			
Golden Canna (canna flaccida)	412.00	2.98	1,225.70
Clusters of 4 plants, 6' o.c., 412 plants total			
Pickerelweed (pontederia cordata)	208.00	2.98	618.80
Clusters of 4 plants, 6' o.c., 208 plants total			

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 1,844.50

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): _____



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 9/8/2025 **DUE** 10/8/2025 **ESTIMATE #** EST-SCA2428

BILL TO

Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO

SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
Golden Canna (canna flaccida)			
Clusters of 4 plants, 6' o.c., 1048 plants total	1,048.00	2.98	3,117.80
Pickernelweed (pontederia cordata)			
Clusters of 4 plants, 6' o.c., 524 plants total	524.00	2.98	1,558.90

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 **4,676.70**

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): _____



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 9/8/2025 **DUE** 10/8/2025 **ESTIMATE #** EST-SCA2425

BILL TO
Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO
SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
POND 13			
Golden Canna (canna flaccida)	400.00	2.98	1,190.00
Clusters of 4 plants, 6' o.c., 400 plants total			
Pickerelweed (pontederia cordata)	200.00	2.98	595.00
Clusters of 4 plants, 6' o.c., 200 plants total			

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 1,785.00

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): _____



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 9/8/2025 **DUE** 10/8/2025 **ESTIMATE #** EST-SCA2424

BILL TO
Solterra Resort CDD Aquatics
3434 Colwell Avenue, Suite 200
Tampa FL 33614

SHIP TO
SE1043
Solterra Resort CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

DESCRIPTION	QTY	RATE	AMOUNT
POND 27			
Golden Canna (canna flaccida)	680.00	2.98	2,023.00
Clusters of 4 plants, 6' o.c., 680 plants total			
Pickerelweed (pontederia cordata)	340.00	2.98	1,011.50
Clusters of 4 plants, 6' o.c., 340 plants total			

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 3,034.50

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): _____

Tab 4



Quarterly Compliance Audit Report

Solterra Resort

Date: October 2025 - 3rd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

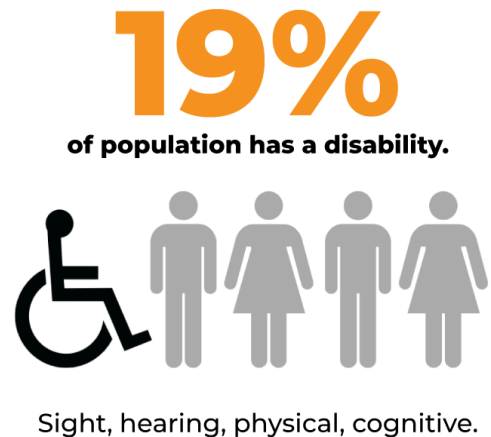
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 5

MINUTES OF MEETING

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

SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Solterra Resort Community Development District was held on **October 3, 2025, at 10:00 a.m.** at the **Solterra Resort Amenity Center** located at **5200 Solterra Boulevard, Davenport, Florida, 33837.**

Present and constituting a quorum:

Brian Meert	Board Supervisor, Chairman
Deborah Higham	Board Supervisor, Vice Chairman
Bobby Voisard	Board Supervisor, Assistant Secretary
Sumanth Neelam	Board Supervisor, Assistant Secretary
Karan Wienker	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company, Inc.
Joe Bullins	General Manager, Artemis Lifestyles
Meredith Hammock	District Counsel, Kilinski Van Wyk
Savannah Hancock	District Counsel, Kilinski Van Wyk
Greg Woodcock	District Engineer, Stantec
	<i>(Via Phone)</i>
Peter Witman	Yellowstone Landscape

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Call to Order

Mr. Mendes called the meeting to order at 10:00 AM and conducted the roll call, confirming quorum.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Mendes opened the meeting for public comments and read a disclosure stating proper etiquette and procedures during public comments.

A member of the audience inquired about gym hours and security personnel.

The Members of the Board responded to the inquiries.

A Member of the audience inquired about mulch repurposing and parking solutions.

A member of the audience commented on chemical standard operating procedure for pond maintenance.

A member of the audience inquired about the front gate operations.

The Members of the Board responded with updates on the progress of parking area projects.

A member of the audience commented on café services and stated it is risky to proceed with vendors without experience.

THIRD ORDER OF BUSINESS General Managers' Monthly Updates

1. General Managers Monthly Report

Mr. Bullins reviewed the monthly report with the Members of the Board and comment on the progression of labor hours.

Mr. Bullins commented on the updates for town hall meeting preparations.

Mr. Voisard inquired about additional staffing for the weekends.

Mr. Neelam Inquired about the hiring process.

Mr. Bullins informed the Board of the hiring standard operating procedures.

Mr. Neelam inquired about CPR training for staff.

Mr. Bullins inquired about the Boards direction for CPR training.

Ms. Hammock stated she will review legal's views on CPR training.

Mr. Mendes stated he will review ADA compliance requirements for town hall meeting with Mr. Bullins.

FOURTH ORDER OF BUSINESS Landscape Maintenance Updates

- a) August's Irrigation inspection report
- b) Updates on Approved Projects of Sep 25 Board Meeting
- c) Updates on Revised Mulch Proposals

Mr. Mendes opened this item for discussion and reviewed estimates with the Members of the Board.

Ms. Wienker reviews updates on the potted plants projects with the Members of the Board.

Mr. Witman reported on current project updates and reviewed recent installations near the front entrance.

Mr. Witman reported on the mulching consideration.

The Members of the Board reviewed and discussed in depth the consideration for annual mulching.

Ms. Wienker commented on the ongoing landscape enhancements.

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved the Pinestraw proposal for annual maintenance (\$35,490), for Solterra Resort Community Development District.

Mr. Mendes reviewed current work orders and updates with the Members of the Board.

On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board approved not exceeding \$300 for irrigation bid, for Solterra Resort Community Development District.

FIFTH ORDER OF BUSINESS

Aquatic Maintenance Updates

Mr. Mendes Inquired about the pond status in the reports and presented pond bids to the Members of the Board.

Aquatics reported that the low water levels in the ponds are negatively affecting the overall health of the pond.

The Aquatics team noted concerns regarding litter in the ponds, specifically Pond 18, where items such as beer cans and urine-filled bottles have been found.

Mr. Mendes stated he will contact the vendors regarding training for the current pond issues.

Aquatics reviews pond bids for consideration from tab 9 with the Members of the Board.

Mr. Mendes reviewed with the Board, the bid against budget for the Boards consideration.

The Board reviewed and discussed in depth the bids for consideration.

Ms. Higham inquired about the expectation for visual difference.

Ms. Wienker advised the Board to review pond 17 for reference of that the pond visual standard should be.

The Members of the Board requested the pond proposals for consideration to be tabled for the next Board meeting, November 7th.

Mr. Mendes stated he will work with Ms. Wienker regarding mosquito control.

Aquatic team reviewed monthly reports with the Members of the Board.

SIXTH ORDER OF BUSINESS

Real Manage Café Report

Denise reviewed café updates with the Members of the Board.

Discussion ensued amongst the Board regarding new system options for Sky Cam.

Denise stated she will send updated reports to Mr. Mendes and Mr. Neelam.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

1. Updates on Oak Spring Ln Roundabout Parking Space Option

2. Updates on Parking Structure Project

Mr. Woodcock reviewed updates on the Oak Spring parking options and parking structure project with the Members of the Board.

The Board discussed parking structure ideas for consideration.

Mr. Woodcock stated he would continue to review and update the Board in future meetings regarding the parking structure project.

Ms. Hammock reviewed updates on discussion with bond counsel.

District Staff stated they would research zoning for lots in the vicinity for overflow parking.

The Board continues discussion regarding parking considerations.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, The Board took a recess at 11:51 a.m., for Solterra Resort Community Development District.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, The Board reconvened the meeting at 12:14 p.m., for Solterra Resort Community Development District.

B. District Counsel

1. Memorandum: Committees and Sunshine Law

2. Discussion of Café Committee

3. Updates on Discussion with Bond Counsel (Cell Tower)

181 Ms. Hammock reviewed the items under the District Counsel section of the agenda.

182
183
184 Mrs. Hammock commented about café committee's progression and requested
185 clarification regarding the committee's goals.

186
187 The Members of the Board discussed café committee's expectations and intended
188 direction.

189
190 Ms. Higham inquired about the organization of committee organization.

191
192 Ms. Hammock responded to the inquiry.

193
194 Mr. Meert commented on committee organization.

195
196 In depth discussion ensued amongst the Board Members regarding the café
197 committee's organizational needs.

198
199 Ms. Wienker Reviewed F&B directors resume with the Members of the Board.

200
201 The Board continued discussion of the café committee's options.

202
203 Ms. Wienker recommended Hurby, Youngs and Browning.

204
205 Mr. Neelam commented about the benefits of having additional layers of support.

206
207 The Members of the Board voted to form a café committee. The motion carried with
208 three votes in favor and two opposed.

209
210 The Board continued discussion, in depth of the café committee's expectations and
211 operation.

212
213 Ms. Hammock commented that the committee operate under Sunshine Law.

214
215 The Board continues discussion.

216
217 The conclusion was Rizzetta & Company will complete meeting ads for the café
218 committee, and the committee will provide agendas and meeting minutes.

219
220 Greg (F&B manager) introduced himself to the Board and reviewed prior experiences
221 and recommendations for operations.

222
223 Ms. Hammock reviewed updates on discussions with bond counsel and stated she
224 will inform the Board of further development.

225
226 Mr. Meert recommended that F&B manager and restaurant license manager attend
227 committee meetings.

228

On a motion by Mr. Meert, seconded by Ms. Wienker, with all in favor, The Board nominated Ms. Higham to a vacant seat on the café committee, for Solterra Resort Community Development District.

On a motion by Mr. Meert, seconded by Mr. Voisard, with all in favor, The Board agreed upon six months from the approval date of the café committee creation, be considered for dismissal, six months from today 10/3/2025, (4/3/2026), for Solterra Resort Community Development District.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, The Board approved ad's to be ran for café committee for the next six months, on the third Friday of each month at 6 p.m., for Solterra Resort Community Development District.

Mr. Neelam inquired about the timeline for obtaining the liquor license.

Mr. Bullins responded to Mr. Neelam's inquiry.

C. District Manager

1. Discussion of Town hall Expectations

Mr. Meert reviewed that Rizzetta & Company will prepare agendas with Mr. Meert for town hall meetings, post on website 7 days prior to meeting, create and post meeting minutes, administrative calendar invites and recordings for town hall meetings and manage website.

Artemis stated they will be working on a newsletter for the town hall meeting.

Mr. Mendes updated the Board on the licensing process, stating the District Staff worked with Egis regarding the liquor license insurance policy, worked with the county for obtain application and District Staff worked with Artemis to finalize the acquisition of district licenses for F&B.

The Board requested District Coordinator Giovanni Massimino to attend future Board Meetings.

Mr. Mendes stated that Mr. Massimino's role is that of a project manager and coordinator and he is needed in the operation to fulfill completion of CDD projects.

Mr. Mendes updated the Board on the liaison projects, reviewing the work done in between meetings with the liaisons.

Mr. Mendes stated that in Solterra's case, all liaisons have roles, the considerations and discussions for each meeting are worked on with each liaison considering their role.

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

October 3, 2025, Minutes of Meeting

Page 7

Mr. Mendes proceeded to review that the projects worked on with the liaisons are then presented at the Board Meetings, Mr. Mendes along with the liaison is to provide research, information and considerations for the Boards approval.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board took a recess at 2:05 p.m., for Solterra Resort Community Development District.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, The Board reconvened the meeting at 2:25 p.m., for Solterra Resort Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of the Meeting Minutes
of the Board of Supervisors Meeting
Held on September 5, 2025**

Mr. Mendes presented the meeting minutes of the Board of Supervisors Meeting held on August 1, 2025, to the Board and asked if there were any revisions.

The Members of the Board reviewed meeting minutes from the meeting held September 5, 2025.

No revisions were requested at this time.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board approved the Meeting Minutes of the Board of Supervisors Meeting Held on September 5, 2025, for Solterra Resort Community Development District.

NINTH ORDER OF BUSINESS

Ratification of District Items

1. District's Liquor License Policy
2. August's Irrigation Repairs (LS Updates)
3. Artemis Food and Beverage Operations Management Services
4. Lease Agreement for Café Operations
5. Pool Grate Repairs

Mr. Mendes presented items for ratification to the board and asked if there were any questions or comments.

Mr. Mendes noted that the liquor license is projected to go into effect 12/01/2025, with the insurance policy cost being \$45,348 and the liquor license costing \$1,250.

Mr. Mendes noted the need to review final revenue received from Real Manager, the confirmed amount being \$18,000.

Mr. Mendes requested guidance from the Board on determining the termination date for café services.

The Members of the Board reviewed the items for ratification.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board ratified the District's Liquor License Policy, August's Irrigation Repairs (LS Updates), Artemis Food and Beverage Operations Management Services, Lease Agreement for Café Operations and the Pool Grate Repairs for Solterra Resort Community Development District.

TENTH ORDER OF BUSINESS

Discussion of Amenity & Parking Rules

1. Proposed Rule Changes (Under Separate Cover)
2. Resolutions Regarding Rule Changes (Under Separate Cover)

Ms. Hammock reviewed the discussion of amenity parking rules with the Members of the Board.

Mr. Voisard requested to table this agenda item and to reconsider at the next meeting on November 7th, 2025.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board adopted Resolution 2026-01, designating a registered agent and registered office, in substantial form, for Solterra Resort Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Clubhouse Network Equipment Upgrades

1. Insyte Network Upgrade
2. Ubiquiti Hardware List
3. StayFi Monthly Operations Cost

Mr. Bullins reviewed the proposals for consideration with the Members of the Board and asked if there were any questions. There were none.

On a motion by Ms. Higham, seconded by Mr. Meert, with all in favor, the Board approved the Insyte Network Upgrade (\$15,402.28), Ubiquiti Hardware List (\$5,467) and the StayFi Monthly Operations Cost Proposal (\$1,890), for Solterra Resort Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Pond Planting Proposals

1. Ponds 5,6,13 & 27

The Members of the Board requested this item to be tabled until the meeting on November 7th 2025.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board took a recess at 2:41 p.m., for Solterra Resort Community Development District.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board reconvened the meeting at 2:58 p.m., for Solterra Resort Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Sidewalk Concrete Proposals

1. Freedom Concrete Construction
2. Legacy Concrete Construction & Landscaping
3. SMC Concrete & General Labor
4. Tree Removal Proposals

Mr. Bullins reviewed the sidewalk proposals with the Members of the Board for consideration.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved Legacy Concrete sidewalk estimate # 880 (\$7,776), for Solterra Resort Community Development District.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, the Board approved Dora Landscaping LLC tree removal estimate # 6911 (\$1,240), for Solterra Resort Community Development District.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, the Board approved not to exceed \$9,000 for Duke services, for Solterra Resort Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of Solar Lighting Proposals

1. ST Electric Services LLC Solar Light Fixture Installation
2. Commercial Lighting & Electric Inc. Commercial Solar Lighting to Monument Sign
3. TPG Lighting LLC Solar Marquee Sign Lighting

Mr. Bullins reviewed the solar lighting proposals for consideration with the Members of the Board.

The meeting was temporarily paused at 3:10 p.m. due to a loss of quorum and reconvened at 3:18 p.m. once quorum was reestablished.

The Board continued reviewing the proposals for consideration.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, the Board approved TPG Lighting LLC, marquee sign solar lighting estimate # 1735, not to exceed \$2,428.56, for Solterra Resort Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Gym Equipment
Proposals**

1. Gym Flooring Proposals

Mr. Bullins reviewed the gym equipment proposals with the Members of the Board and asked if there were any questions.

The Members of the Board discussed the option for gym enhancements.

On a motion by Ms. Wienker, seconded by Mr. Meert, with all in favor, the Board approved not to exceed \$55,000 for gym enhancement proposal, for Solterra Resort Community Development District.

The Board considered gym the floor proposals and discussed options provided in depth.

On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board approved the Exercise Systems Inc. gym flooring proposal # 61268, not to exceed \$8,710.88, in substantial form, for Solterra Resort Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Fiscal Year 26 Goals
and Objectives**

Ms. Hammock reviewed the fiscal year 2026 goals and objectives with the Members of the Board and asked if there were any questions. There were none.

On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board adopted the Fiscal Year 2026 Goals and Objectives, for Solterra Resort Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-24,
Polk County Advertisement
& Website Publication**

Ms. Hammock reviewed Resolution 2025-24, Polk County Advertisement & Website Publication with the Members of the Board and asked if there were any questions. There were none.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, The Board opened the shade session at 3:55 p.m., for Solterra Resort Community Development District.

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, The Board closed the shade session at 3:57 p.m., for Solterra Resort Community Development District.

EIGHTEENTH ORDER OF BUSINESS

**Supervisor Requests & Audience
Comments**

A member of the audience commented on last month's Board Meeting's attendance and commended the Board for establishing the café committee.

Ms. Wienker reviewed the upcoming landscaping enhancement projects with the Members of the Board, focusing on the park bench project.

Mr. Mendes stated he will work on obtaining proposals for construction of a dog park.

Mr. Mendes stated he would work with Ms. Wienker and Mr. Woodcock regarding the proposed location of the dog park.

NINETEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:06 p.m. for Solterra Resort Community Development District

[SIGNATURES ON FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Tab 6

Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures September 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$181,813.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
4th Element Fire & Safety,	300037	2121412	Semi-Annual Maintenance 07/25	\$ 251.99
Bobby Voisard	300043	BV080125	Board of Supervisor Meeting 08/01/25	\$ 200.00
Bobby Voisard	300043	BV090525	Board of Supervisor Meeting 09/05/25	\$ 200.00
Brian Meert	300044	BM080125	Board of Supervisor Meeting 08/01/25	\$ 200.00
Brian Meert	300044	BM090525	Board of Supervisor Meeting 09/05/25	\$ 200.00
Cintas Corporation	300038	4241647837	Supplies 08/25	\$ 170.99
Cintas Corporation	300045	4242315620	Supplies 09/25	\$ 170.99
Cintas Corporation	300045	4243084978	Supplies 09/25	\$ 170.99
Deborah Higham	300046	DH080125	Board of Supervisor Meeting 08/01/25	\$ 200.00
Deborah Higham	300046	DH090525	Board of Supervisor Meeting 09/05/25	\$ 200.00
Duke Energy	20250904-1	Duke Summary 08/25	ACH Utilities 08/25	\$ 23,462.18
Florida Department of Rev	20250929-1	58-8017156128-8	08/25 Sales Tax 08/25	\$ 3,643.07
Florida Wrap Pros, LLC	300047	1680	Max Metal Sign 09/25	\$ 130.00
Jacqueline Rivera	300054	2921	Face and Body Art - Balance 07/25	\$ 200.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Janitorial Superstore	300039	41124	Cleaning Supplies 08/25	\$ 1,244.05
Kalina Brochowicz Fondo	300034	30-Aug-25	DJ Services 08/25	\$ 1,500.00
Karan Wienker	300048	KW080125	Board of Supervisor Meeting 08/01/25	\$ 200.00
Karan Wienker	300048	KW090525	Board of Supervisor Meeting 09/05/25	\$ 200.00
Kilinski Van Wyk, PLLC	300055	13160	General Legal Services 08/25	\$ 5,536.30
Nail Fernandez	300056	23204118	Guardhouse Security Services 08/13/25-09/11/2	\$ 40,000.00
OnSight Industries LLC	300049	W000405135	Pedestrian Sign - Deposit 09/25	\$ 1,413.75
Polk County BOCC	20250909-1	Water Summary 07/25	Water Summary 07/25	\$ 26,117.69
Polk County Property Appr	300057	4652277	FY25/26 1% Admin Fee 08/25	\$ 49,985.46
Proptia	300035	7289	Monthly Security Services 09/25	\$ 775.00
Rizzetta & Company, Inc.	300036	INV00000102320	District Management Services 09/25	\$ 4,894.84
Spies Pool, LLC	300058	22886	Chemical Controller 09/25	\$ 450.00
Spies Pool, LLC	300040	320882	Chemicals 08/25	\$ 1,509.45
Spies Pool, LLC	300058	321048	Chemicals 09/25	\$ 1,810.95

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spies Pool, LLC	300058	321112	Service Call 09/25	\$ 282.00
Spies Pool, LLC	300058	321287	Chemicals 09/25	\$ 1,685.45
Stantec Consulting Service	300059	2454976	Engineering Services 08/25	\$ 2,927.82
Steadfast Environmental, L	300041	SA-14925	Aquatic Maintenance 09/25	\$ 2,393.00
Sumanth Neelam	300053	SN080125	Board of Supervisor Meeting 08/01/25	\$ 200.00
Sumanth Neelam	300053	SN090525	Board of Supervisor Meeting 09/05/25	\$ 200.00
Sunrise Solutions Pool Ser	300060	3305	Pool Service 08/25	\$ 2,800.00
The Observer Group, Inc.	300061	25-01378K	Legal Advertising 09/25	\$ 61.25
The Observer Group, Inc.	300061	25-01379K	Legal Advertising 09/25	\$ 74.38
Waste Connections of Flor	20250905-1	1565916W460 ACH	Compactor Charge 08/25	\$ 885.32
Xerox Financial Services	300062	40924645	Contract 211-0984566-001 09/25	\$ 352.69
Zeno Office Solutions, Inc.	300063	IN3408510	CN27503-01 04/15/25-05/14/25	\$ 953.45
Zeno Office Solutions, Inc.	300063	IN3458723	CN27503-01 05/15/25-06/14/25	\$ 1,127.95
Zeno Office Solutions, Inc.	300063	IN3509764	CN27503-01 06/15/25-07/14/25	\$ 1,397.56

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Zeno Office Solutions, Inc. 300063		IN3556417	CN27503-01 07/15/25-08/14/25	\$ <u>1,435.06</u>
Report Total				\$ <u>181,813.63</u>

Tab 7



Samdri Pool Tech, LLC

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

Service Agreement for:

- **Soltera Resort**

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

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

Pool Cleaning Duties:

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

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

The amount for the above-mentioned service for the pools at **Soltera Resort** is **\$6,350/month.** **Samdri Pool Tech, LLC** is responsible for providing their own workers compensation and general liability insurance as well as keeping their licenses current. **Payment is due 15 days from the date of the invoice to avoid a 10% late fee.**

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

This agreement defines the understanding of services between **Soltera Resort** and **Samdri Pool Tech, LLC.** This agreement, should you accept, shall begin (/ /), unless noted otherwise herein, and continue for a period of one (1) year. This agreement will renew on anniversary date under the same terms in existence at the time of renewal. In the event of a breach, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered 30 days to cure this violation after receiving this notice. If the breach is not cured by the end of the 30-day period, then any previously delivered termination notice becomes effective without further notice. This agreement is subject to a 3% increase on the renewal date.

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

Acceptance:

Date: _____

Signature: _____

Samdri Pool Tech, LLC

Date: _____

Signature: _____

Date: _____

Signature: _____

Soltera Resort

Board of Directors



POOL, SPA, & LAZY RIVER SERVICE PROPOSAL FOR SOLTERRA RESORT

CDD

6x week service all year long with 7-day service Memorial to Labor Day Including chemicals

\$9000 per month.

7x week service all year long including chemicals

\$9500 per month.

Please take into consideration when reviewing other quotes: Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer, giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level, they have set the pumps at. The computer removes guesswork from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

POOL CLEANING DUTIES

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required.
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required.
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the manager and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers.
- ✓ Blow off pool deck.
- ✓ Pick up trash within the pool area.
- ✓ emergency call outs \$225 per call.
- ✓ Hurricane clean up \$500
- ✓ Stack and unstack furniture for hurricane \$500

Thank you,

Simon McDonnell

Operations Manager

Tab 8



Corporate
2909 Fairgreen St
Orlando, FL 32803
Phone: 407-205-8304
Email: nv@nv-pools.com

Warehouse
8119 S Orange Ave
Suite 112, 116
Orlando, FL 32809

10/17/2025

Property Name: Solterra Resort
Address: 5200 Solterra Blvd Davenport FL, 33837

Commercial Pool, Lazy River and Spa Resurfacing Proposal

SCOPE OF WORK

Phase	Description
Draining & Disposal	Drain Pool, Lazy River, and Spa safely. Dispose of water per local environmental regulations.
Cleaning & Prep	Pressure wash all surfaces. Remove loose/hollow plaster (10% included). Remove existing tile, lights, and plastic fixtures. Remove 7 expansion joints in Lazy River. Prepare surfaces for new fixtures and tile.
Tile & Fixtures	Install new 2"x6" nonskid tile. Install 6"x6" waterline tile and depth markers. Install new expansion joint tile and sealant. Install new plastic fixtures and main drain grate/frame (per regulations). Install LED lights (10 pool, 1 spa, none in Lazy River).
Surface Prep	Acid wash all surfaces. Apply bonding agent. Apply plaster with quartz aggregate.
Refill & Balance	Pool, Lazy River, and Spa. Balance water chemistry (pH, alkalinity, calcium hardness).
Finalization	Job site cleanup. System start-up. Final inspection and punch list with owner. Acceptance.
Closeout	Provide maintenance guidelines. Provide warranty documentation. Provide health department certificate for new main drain grates.

Proposed Contract Total:

\$369,000.00

Down Payment: 50% upon contract signing to secure scheduling and materials.

Final payment: 50% upon completion of scope of work.

5 year Manufacturer limited warranty

1 Year labor limited warranty



Solterra Resort
5200 Solterra Blvd
Davenport FL 33837
October 17, 2025

Attn.: Management CAM
Ref.: Commercial Lazy River Resurfacing

We appreciate the opportunity to provide our services and are pleased to submit this proposal for the above project. The following is the exclusive scope of work for a Pool Resurfacing as required by FBC 454.1.10.

Scope of Work

1. Permitting for Pool Resurfacing
 - 1.1. AHJ
 - 1.2. FDOH
2. Pool Draining
 - 2.1. Dechlorinate water as needed
 - 2.2. Drain entire body of water
 - 2.3. Remove hydrostatic uplift preventative device
 - 2.4. Discharge water to approved civil
3. Demo
 - 3.1. Sound test pool interior finish
 - 3.2. Remove existing delaminating finish up to 10% of the pool water surface
 - 3.3. Level pool gutter as required by FBC 454.1.10.1.1
4. Tiling
 - 4.1. Remove all existing tiles
 - 4.2. Install new beam waterline tile per manufacturer specifications
 - 4.3. Install new waterline depth marker tiles as required by FBC 454.1.10.1.4
 - 4.4. Install non-skid step tile per FBC 454.1.2.5.3.
5. Preparation & White Goods
 - 5.1. Replace expansion joints sealant
 - 5.2. Prepare surface around tiles, fittings, and fixtures as needed for flush new finish
 - 5.3. Install all new white fittings covers as needed
 - 5.4. Replace main drain frame/grate with Certified VGB compliant (ASME/ANSI A112.19.8)
 - 5.5. Acid wash existing finish as needed prior to applying bonding materials
 - 5.6. Apply cementitious bonding agent per manufacturer recommendations

6. Plastering
 - 6.1. Resurface interior finish with Quartz (Premix Marbletite Miami Blue)
 - 6.2. Expose aggregate per manufacturer recommendations
7. Filling
 - 7.1. Fill pool with owner provided potable water (Well water is NOT suitable)
 - 7.2. Startup pool equipment per National Plaster Council Guidelines.
 - 7.3. Balance pool water chemistry
8. Clean Up
 - 8.1. Site/Property construction debris removal
 - 8.2. Pressure wash as needed
9. Owner Acceptance
 - 9.1. Blue tape punched items
 - 9.2. Permit close outs

Permit lead times vary depending on AHJ but are estimated for 3 weeks once applied. Upon permit issuance, work will be coordinated with owner for start date. Refer to project timeline for overall duration. Weather may be factor for delays. The pool will remain closed during this work. Any additional work will be discussed with the Owner and will be treated as additional change orders if applicable.

Warranty Terms

- Workmanship – 1 Year
- Material – 5 Year Manufacturer

Warranty Claims

- All warranty claims will be investigated and processed per manufacturer's guidelines
- Chemical reading records must be provided immediately upon issue arises
- Improper maintenance, negligence, acts of God, are not covered under any warranty
- Payment delays may pose warranty forfeiture
- Honored claims will be treated per industry standards and/or manufacturer recommendations

Sum of Pricing (SOW 1 – 9)	\$146,653
Alternates	

1. Furnish & Install Underwater Pool Lights (11)	Add	\$55,000
--	-----	----------

Solterra Resort
5200 Solterra Blvd
Davenport FL 33837
October 17, 2025

Attn.: Management CAM
Ref.: Commercial Pool & Spa Resurfacing

We appreciate the opportunity to provide our services and are pleased to submit this proposal for the above project. The following is the exclusive scope of work for a Pool Resurfacing as required by FBC 454.1.10.

Scope of Work

1. Permitting for Pool Resurfacing
 - 1.1. AHJ
 - 1.2. FDOH
2. Pool Draining
 - 2.1. Dechlorinate water as needed
 - 2.2. Drain entire body of water
 - 2.3. Remove hydrostatic uplift preventative device
 - 2.4. Discharge water to approved civil
3. Demo
 - 3.1. Sound test pool interior finish
 - 3.2. Remove existing delaminating finish up to 10% of the pool water surface
 - 3.3. Level pool gutter as required by FBC 454.1.10.1.1
4. Tiling
 - 4.1. Remove all existing tiles
 - 4.2. Install new beam waterline tile per manufacturer specifications
 - 4.3. Install new waterline depth marker tiles as required by FBC 454.1.10.1.4
 - 4.4. Install new gutter tile 2"x6" mudcap non-skid dark contrasting as required by FBC 454
 - 4.5. Install non-skid step tile per FBC 454.1.2.5.3.
5. Preparation & White Goods
 - 5.1. Prepare surface around tiles, fittings, and fixtures as needed for flush new finish
 - 5.2. Install all new white fittings covers as needed
 - 5.3. Replace main drain frame/grate with Certified VGB compliant (ASME/ANSI A112.19.8)
 - 5.4. Acid wash existing finish as needed prior to applying bonding materials
 - 5.5. Apply cementitious bonding agent per manufacturer recommendations

6. Plastering
 - 6.1. Resurface interior finish with Quartz (Premix Marbletite Miami Blue)
 - 6.2. Expose aggregate per manufacturer recommendations
7. Filling
 - 7.1. Fill pool with owner provided potable water (Well water is NOT suitable)
 - 7.2. Startup pool equipment per National Plaster Council Guidelines.
 - 7.3. Balance pool water chemistry
8. Clean Up
 - 8.1. Site/Property construction debris removal
 - 8.2. Pressure wash as needed
9. Owner Acceptance
 - 9.1. Blue tape punched items
 - 9.2. Permit close outs

Permit lead times vary depending on AHJ but are estimated for 3 weeks once applied. Upon permit issuance, work will be coordinated with owner for start date. Refer to project timeline for overall duration. Weather may be factor for delays. The pool will remain closed during this work. Any additional work will be discussed with the Owner and will be treated as additional change orders if applicable.

Warranty Terms

- Workmanship – 1 Year
- Material – 5 Year Manufacturer

Warranty Claims

- All warranty claims will be investigated and processed per manufacturer's guidelines
- Chemical reading records must be provided immediately upon issue arises
- Improper maintenance, negligence, acts of God, are not covered under any warranty
- Payment delays may pose warranty forfeiture
- Honored claims will be treated per industry standards and/or manufacturer recommendations

Sum of Pricing (SOW 1 – 9)
Alternates

\$176,937

1. Replacement Underwater pool lights (10)... **Add \$13,000**



September 30, 2025

Estimate Number: 2556

Commercial Property Located at:
Solterra Resort
MAIN POOL

Ref: Pool Resurface Proposal

Arinton is pleased to submit the following bid for the interior plaster resurfacing in conformity with the industry standards, building regulations, and department of health code. Arinton will furnish all labor, material, equipment, and supervision for the following scope of work:

- ❖ Swimming Pool with an approximate **6600 SF** of water surface area.
- Standard procedures of removal of loose existing plaster within reasonably amount
- Inspect pool and remove all hollow spots and cut around all return grates
- Fill in hollow areas with marcite and re bond Kote
- Cut out around gutter housings and rectify gutter slope per code
- Pressure wash, acid wash as required to obtain a clean working surface
- Installation of Bond Kote as required by plaster manufacturer
- Removal of all backsplash and waterline tile so new tile is adhere to original concrete shell
- Rectify steps uniformity in width and height within 1/2" per code and install non slip tile.
- Apply two tiles behind steps to protect finish and step ladders
- Replacement of white goods as needed
- Replacement of main drain covers to a complaint VGB(ASME/ANSI A112.19.8) certified cover per code and provide certificates
- Plaster pool interior finish with Marquis pre mix quartz selection to be white or light pastel color per code
- System fire up and water chemistry balance to acceptable parameters
- Job site clean up

Resurface Cost..... \$120,800.00



Tile replacement

❖ Replace all tile including gutter 6x6, waterline 2x6 non-skid, steps 2x6 non-skid, and depth markers according to current code.

Tile replacement Cost.....\$46,800.00

Lights

❖ Replace 10 pool lights with new LED Fixtures.

Light Options Cost Add..... \$11,000.00

LAZY RIVER**6200 SF**

PLASTER.....\$114,800.00

TILE.....\$34,500.00

30 FLOOR RETURNS.....\$5,400.00

SPA

SPA RESURFACE.....\$12,000.00

To be quoted separately:

Additional justifiable labor to complete the proposed work mentioned in this quote.

If any additional damages are found during drainage and demolition (ie loose plaster) and they exceed more than 50% labor, material and time; they will trigger a change order. Change orders over \$1000 will have a 100% deposit.

Arinton are not responsible for any damages caused by:

- ✓ Owner neglect, other subcontractor on site, during or after renovation.
- ✓ Misuse, acts of nature, setting due to the sub grade performed by the client. Nor is Arinton responsible for pre-existing conditions and damage sod, sprinkles, or utility lines.
- ✓ All sales are made in accordance with the reseller's sample which customer covenants that he or she has seen approved.

Conditions:

- ✓ Pool will need to be closed for at least four (4) weeks from the start of the project.
- ✓ Adequate access to the construction area.



- ✓ Once all tile and coping has been removed if any damages to the pool shell are discovered due to leaks Arinton will submit a separate proposal to rebuild pool shell.
- ✓ Owner will provide adequate pool fill water (within 100FT)
- ✓ Inspect materials for proper color and shape prior to installation.
- ✓ Provide water and electricity in job site.
- ✓ If accepted this proposal will become part of the contract documents.

Please don't hesitate to contact us for any additional information that you may require.

PROPOSAL ACCEPTANCE

Sign

Print name

Date

Title

Payments: Warranty:

Deposit: 50% ******PLEASE NOTE DEPOSIT NEEDS TO BE RECEIVED IN ORDER TO BEGIN WORK******

Final Payment Upon Completion of Work

Limited Manufacturer Warranty 5 Years

Workmanship Labor Limited Warranty 1 Year

RESURFACE TOTAL

\$345,300.00

Contact information

(407)-409-4437

Alex.h@arinton.com

Kaley.h@arinton.com



Tab 9



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Internal Controls to Prevent Fraud, Waste, and Abuse

A new Rule 1.4 was created to reflect a statutory requirement for local governments to adopt internal controls to, among other things, prevent and detect fraud, waste, and abuse.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to



require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.

Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does not include the provision of goods, services, or work incidental to the public works project,



KILINSKI | VAN WYK

such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.

Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

RESOLUTION 2026-02

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

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **January 9, 2025, at 10:00 a.m. at Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837.**

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

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

PASSED AND ADOPTED this 7th day of November 2025.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Exhibit A

Proposed Amended and Restated Rules of Procedure

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

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) Solterra Resort Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager, Brian Mendes, Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (e-mail: bmendes@rizzetta.com); Ph.: (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

Tab 10

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES RELATING TO PARKING AND PARKING ENFORCEMENT.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes.

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

SECTION 1. The Board intends to adopt *Amended and Restated Rules Relating to Parking and Parking Enforcement* (the “**Policy**”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on **January 9, 2025, at 10:00 a.m. at the Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837**.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*, and all prior actions taken for the purpose of publishing notice are hereby ratified.

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

PASSED AND ADOPTED this 7th day of November 2025.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules Relating to Parking and Parking Enforcement

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
AMENDED RULES RELATING TO
OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____, 2025, at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (“Policy”). This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Parked Oversized Vehicles, Vehicles, Vessels, Trailers, and Recreational Vehicles (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas and remove such Oversized Vehicles, Vehicles, Vessels, Trailers, and Recreational Vehicles from District designated Tow Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Mobile Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not. This term shall include, but shall not be limited to, Commercial Vehicles, Mobile Vehicles, Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
 - i. *Oversized Vehicle.* As used herein, “Oversized Vehicle” shall mean the following:
 - 1. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
 - 2. Motor Vehicles with a trailer attached;
 - 3. Motor coaches/homes;
 - 4. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
 - 5. Mobile homes or manufactured homes.

- ii. *Abandoned/Broken-Down Vehicle*. A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.
- D. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- F. *Park(ing/ed)*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- G. *Tow Away Zone*. District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. **Any District property not designated as a Designated Parking Area, including but not limited to all grassed and/or landscaped areas and sidewalks which are not designated parking areas, is a Tow Away Zone.**
- H. *Overnight*. Between the hours of 10:00 p.m. and 6:00 a.m. daily.
- I. *Overnight Pass(es)*. Passes administered by the District's community entrance security vendor or other authorized vendor permitting parking between the hours of 10:00 p.m. and 6:00 a.m. daily.
- J. *Daytime Guest Pass(es)*. Passes administered by the District's community entrance security vendor or other authorized vendor permitting parking between the hours of 6:00 a.m. and 10:00 p.m. daily.
- K. *Designated Parking Areas*. Areas which have been explicitly approved for Parking by the District, including areas indicated by asphalt markings, signage, and designated on the map attached hereto as **Exhibit A**.

SECTION 3. DESIGNATED PARKING AREAS. Parking is permitted only in Designated Parking Areas, as indicated by asphalt markings for Parking spaces or signage and as indicated on the map attached hereto as **Exhibit A** for certain on-street Parking areas. On-street Parking is expressly prohibited on District roadways except where indicated. Certain Designated Parking Areas may have restrictions on Parking during certain times or for certain types of vehicles and vessels as described herein. **Any Vehicle Parked on District property, including but not limited District roads, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways, property entrances, or fire hydrants and shall Park in the appropriate direction.** All drivers are responsible for knowing state and local laws, ordinances, and codes related to Parking. Violations of state or local laws may result in citations, towing, or other legal action as permitted by law.

SECTION 4. DESIGNATED PARKING AREAS – OVERNIGHT PARKING. Parking of any Vehicle Overnight is further restricted as provided in this Section 4. Parking in the Designated Parking Areas is only permitted Overnight with a valid Overnight Pass to be issued by the District's community entrance security vendor or other authorized vendor. The Overnight Passes shall be limited to: two (2) passes per townhome; four (4) passes per forty-foot to forty-nine-foot lot; five (5) passes per fifty-foot lot, sixty-foot lot, and seventy-foot lot as further described in Exhibit B. ~~five (5) per address per day.~~ Any Vehicle Parked in the Designated Parking Areas Overnight without an Overnight Pass shall be subject to towing at the owner's expense.

SECTION 5. DESIGNATED PARKING AREAS – DAYTIME GUEST PARKING. Daytime Guest Passes may be issued by the District's community entrance security vendor or other authorized vendor. Vehicles displaying a valid Daytime Guest Pass are permitted to Park in the Designated Parking Areas from 6:00 a.m. to 10:00 p.m. Any Vehicle Parked in the Designated Parking Areas without a valid Daytime Guest Pass shall be subject to towing at the owner's expense.

SECTION 6. ESTABLISHMENT OF TOW AWAY ZONES. All District property which is not explicitly designated for Parking, or which is designated for Parking but subject to restrictions as described herein, shall hereby be established as "Tow Away Zones." Any Vehicle Parked in violation of this Policy may be towed by the District at the sole expense of the owner of such Vehicle if it remains in violation of the provisions of this Policy. The District shall not be liable to the owner of such Vehicle for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such Vehicle to receive any notice of said violation shall be grounds for relief of any kind.

SECTION 7. EXCEPTIONS.

- A. ON-STREET PARKING EXCEPTIONS.** Abandoned and/or broken down Vehicles are not permitted to be Parked on District roads or District property at any time and are subject to tow at the Owner's expense. Oversized Vehicles, Recreational Vehicles, Trailers, and Vessels are not permitted to be Parked on District roads Overnight and shall be subject to tow at Owner's expense.
- B. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to Park company Vehicles on District property or in areas designated as Tow Away Zones in order to facilitate District business. All Vehicles so authorized must be identified by a valid Daytime Guest or Overnight Pass issued by the District's community entrance security vendor or other authorized vendor stating the specific timeframe the company Vehicle is permitted to be Parked in an area otherwise designated as a Tow Away Zone.
- C. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., U.S.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors Vehicles may Park on District property, but not on District-owned grassed and/or landscaped areas or District-owned sidewalks, while

actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 8. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of an Oversized Vehicle, Vehicle, Vessel, Trailer, or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Oversized Vehicle, Vehicle, Vessel, Trailer, or Recreational Vehicle was not authorized to Park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Oversized Vehicle, Vehicles, Vessels, Trailers, and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Oversized Vehicle, Vehicle, Vessel, Trailer, or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle Parked in the Tow Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 9. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this Policy, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

SECTION 10. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW AWAY ZONES. The Board in its sole discretion may amend this Policy from time to time to designate new Tow Away Zones or Designated Parking Areas. Such designations of new Tow Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of this Policy in such areas.

EXHIBIT A – Designated Parking Areas

EXHIBIT B – Overnight Passes Breakdown

Effective ~~July 11~~ _____, 2025

EXHIBIT A –*Designated Parking Areas*

[To begin on the following page.]

EXHIBIT B –Overnight Passes Breakdown

<u>Address</u>	<u>Lot Type</u>	<u>Number of Overnight Passes</u>
<u>7179 Oakmoss Loop</u>	<u>Townhome</u>	<u>2</u>
<u>7585 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7581 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7577 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7573 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7569 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7565 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7561 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7557 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7553 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7549 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7545 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7541 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7537 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7533 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7529 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7525 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7521 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7517 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7513 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7509 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7505 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7526 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7530 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7534 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7538 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7542 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7546 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7550 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7554 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7570 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7574 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7578 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7582 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>
<u>7586 Oak Spring Lane</u>	<u>Townhome</u>	<u>2</u>

7590 Oak Spring Lane	Townhome	2
7594 Oak Spring Lane	Townhome	2
7598 Oak Spring Lane	Townhome	2
7602 Oak Spring Lane	Townhome	2
7606 Oak Spring Lane	Townhome	2
7610 Oak Spring Lane	Townhome	2
7614 Oak Spring Lane	Townhome	2
7618 Oak Spring Lane	Townhome	2
7622 Oak Spring Lane	Townhome	2
7626 Oak Spring Lane	Townhome	2
7630 Oak Spring Lane	Townhome	2
7507 Oakmoss Loop	Townhome	2
7503 Oakmoss Loop	Townhome	2
7499 Oakmoss Loop	Townhome	2
7495 Oakmoss Loop	Townhome	2
7491 Oakmoss Loop	Townhome	2
7487 Oakmoss Loop	Townhome	2
7483 Oakmoss Loop	Townhome	2
7479 Oakmoss Loop	Townhome	2
7475 Oakmoss Loop	Townhome	2
7471 Oakmoss Loop	Townhome	2
7467 Oakmoss Loop	Townhome	2
7463 Oakmoss Loop	Townhome	2
7459 Oakmoss Loop	Townhome	2
7455 Oakmoss Loop	Townhome	2
7451 Oakmoss Loop	Townhome	2
4675 Terrasonesta Drive	Townhome	2
4679 Terrasonesta Drive	Townhome	2
4683 Terrasonesta Drive	Townhome	2
4687 Terrasonesta Drive	Townhome	2
4691 Terrasonesta Drive	Townhome	2
4695 Terrasonesta Drive	Townhome	2
4623 Terrasonesta Drive	Townhome	2
4699 Terrasonesta Drive	Townhome	2
4703 Terrasonesta Drive	Townhome	2
4707 Terrasonesta Drive	Townhome	2
4711 Terrasonesta Drive	Townhome	2
4715 Terrasonesta Drive	Townhome	2
4719 Terrasonesta Drive	Townhome	2

4723 Terrasonesta Drive	Townhome	2
4727 Terrasonesta Drive	Townhome	2
4731 Terrasonesta Drive	Townhome	2
4735 Terrasonesta Drive	Townhome	2
4739 Terrasonesta Drive	Townhome	2
4743 Terrasonesta Drive	Townhome	2
4747 Terrasonesta Drive	Townhome	2
4751 Terrasonesta Drive	Townhome	2
4755 Terrasonesta Drive	Townhome	2
4759 Terrasonesta Drive	Townhome	2
4767 Terrasonesta Drive	Townhome	2
4763 Terrasonesta Drive	Townhome	2
4771 Terrasonesta Drive	Townhome	2
4775 Terrasonesta Drive	Townhome	2
4631 Terrasonesta Drive	Townhome	2
4779 Terrasonesta Drive	Townhome	2
4783 Terrasonesta Drive	Townhome	2
4787 Terrasonesta Drive	Townhome	2
4791 Terrasonesta Drive	Townhome	2
4795 Terrasonesta Drive	Townhome	2
4799 Terrasonesta Drive	Townhome	2
4803 Terrasonesta Drive	Townhome	2
4807 Terrasonesta Drive	Townhome	2
4811 Terrasonesta Drive	Townhome	2
4766 Terrasonesta Drive	Townhome	2
4635 Terrasonesta Drive	Townhome	2
4758 Terrasonesta Drive	Townhome	2
4754 Terrasonesta Drive	Townhome	2
4750 Terrasonesta Drive	Townhome	2
4746 Terrasonesta Drive	Townhome	2
4738 Terrasonesta Drive	Townhome	2
4722 Terrasonesta Drive	Townhome	2
4718 Terrasonesta Drive	Townhome	2
4714 Terrasonesta Drive	Townhome	2
4710 Terrasonesta Drive	Townhome	2
4639 Terrasonesta Drive	Townhome	2
4690 Terrasonesta Drive	Townhome	2
4686 Terrasonesta Drive	Townhome	2
4682 Terrasonesta Drive	Townhome	2

4678 Terrasonesta Drive	Townhome	2
4670 Terrasonesta Drive	Townhome	2
4659 Terrasonesta Drive	Townhome	2
4615 Terrasonesta Drive	Townhome	2
4663 Terrasonesta Drive	Townhome	2
4667 Terrasonesta Drive	Townhome	2
4662 Terrasonesta Drive	Townhome	2
4654 Terrasonesta Drive	Townhome	2
4650 Terrasonesta Drive	Townhome	2
4646 Terrasonesta Drive	Townhome	2
4642 Terrasonesta Drive	Townhome	2
4638 Terrasonesta Drive	Townhome	2
4634 Terrasonesta Drive	Townhome	2
4630 Terrasonesta Drive	Townhome	2
4626 Terrasonesta Drive	Townhome	2
4622 Terrasonesta Drive	Townhome	2
4618 Terrasonesta Drive	Townhome	2
4651 Terrasonesta Drive	Townhome	2
4606 Terrasonesta Drive	Townhome	2
4602 Terrasonesta Drive	Townhome	2
4594 Terrasonesta Drive	Townhome	2
4590 Terrasonesta Drive	Townhome	2
4586 Terrasonesta Drive	Townhome	2
4582 Terrasonesta Drive	Townhome	2
4578 Terrasonesta Drive	Townhome	2
4574 Terrasonesta Drive	Townhome	2
4571 Terrasonesta Drive	Townhome	2
4655 Terrasonesta Drive	Townhome	2
4575 Terrasonesta Drive	Townhome	2
4579 Terrasonesta Drive	Townhome	2
4583 Terrasonesta Drive	Townhome	2
4587 Terrasonesta Drive	Townhome	2
4591 Terrasonesta Drive	Townhome	2
4599 Terrasonesta Drive	Townhome	2
4603 Terrasonesta Drive	Townhome	2
4607 Terrasonesta Drive	Townhome	2
4611 Terrasonesta Drive	Townhome	2
7124 Oakmoss Loop	Townhome	2
7128 Oakmoss Loop	Townhome	2

7132 Oakmoss Loop	Townhome	2
7136 Oakmoss Loop	Townhome	2
7140 Oakmoss Loop	Townhome	2
7144 Oakmoss Loop	Townhome	2
7148 Oakmoss Loop	Townhome	2
7152 Oakmoss Loop	Townhome	2
7156 Oakmoss Loop	Townhome	2
7160 Oakmoss Loop	Townhome	2
7460 Oakmoss Loop	Townhome	2
7468 Oakmoss Loop	Townhome	2
7472 Oakmoss Loop	Townhome	2
7108 Oakmoss Loop	Townhome	2
7112 Oakmoss Loop	Townhome	2
7116 Oakmoss Loop	Townhome	2
7120 Oakmoss Loop	Townhome	2
7447 Oakmoss Loop	Townhome	2
7443 Oakmoss Loop	Townhome	2
7439 Oakmoss Loop	Townhome	2
7435 Oakmoss Loop	Townhome	2
7431 Oakmoss Loop	Townhome	2
7427 Oakmoss Loop	Townhome	2
7423 Oakmoss Loop	Townhome	2
7419 Oakmoss Loop	Townhome	2
7415 Oakmoss Loop	Townhome	2
7420 Oakmoss Loop	Townhome	2
7424 Oakmoss Loop	Townhome	2
7428 Oakmoss Loop	Townhome	2
7432 Oakmoss Loop	Townhome	2
7436 Oakmoss Loop	Townhome	2
7440 Oakmoss Loop	Townhome	2
7444 Oakmoss Loop	Townhome	2
7448 Oakmoss Loop	Townhome	2
7452 Oakmoss Loop	Townhome	2
7456 Oakmoss Loop	Townhome	2
7175 Oakmoss Loop	Townhome	2
7171 Oakmoss Loop	Townhome	2
7167 Oakmoss Loop	Townhome	2
7163 Oakmoss Loop	Townhome	2
7159 Oakmoss Loop	Townhome	2

7155 Oakmoss Loop	Townhome	2
7151 Oakmoss Loop	Townhome	2
7147 Oakmoss Loop	Townhome	2
7143 Oakmoss Loop	Townhome	2
7139 Oakmoss Loop	Townhome	2
7135 Oakmoss Loop	Townhome	2
7131 Oakmoss Loop	Townhome	2
7127 Oakmoss Loop	Townhome	2
7123 Oakmoss Loop	Townhome	2
7597 Oak Spring Lane	Townhome	2
7593 Oak Spring Lane	Townhome	2
7589 Oak Spring Lane	Townhome	2
4043 Oakrise Loop	Single Family - 40' - 49'	4
5140 Oakbourne Avenue	Single Family - 40' - 49'	4
5156 Oakbourne Avenue	Single Family - 40' - 49'	4
5184 Oakbourne Avenue	Single Family - 40' - 49'	4
5220 Oakbourne Avenue	Single Family - 40' - 49'	4
5418 Oakgrain Court	Single Family - 40' - 49'	4
5422 Oakgrain Court	Single Family - 40' - 49'	4
5426 Oakgrain Court	Single Family - 40' - 49'	4
5427 Oakgrain Court	Single Family - 40' - 49'	4
5423 Oakgrain Court	Single Family - 40' - 49'	4
5415 Oakgrain Court	Single Family - 40' - 49'	4
5316 Oakbourne Avenue	Single Family - 40' - 49'	4
5385 Oakbourne Avenue	Single Family - 40' - 49'	4
5307 Wildwood Way	Single Family - 40' - 49'	4
5235 Wildwood Way	Single Family - 40' - 49'	4
5215 Wildwood Way	Single Family - 40' - 49'	4
5206 Wildwood Way	Single Family - 40' - 49'	4
5234 Wildwood Way	Single Family - 40' - 49'	4
4107 Oaktree Drive	Single Family - 40' - 49'	4
5306 Wildwood Way	Single Family - 40' - 49'	4
5315 Oakbourne Avenue	Single Family - 40' - 49'	4
5221 Oakbourne Avenue	Single Family - 40' - 49'	4
4344 Acorn Court	Single Family - 40' - 49'	4
4384 Acorn Court	Single Family - 40' - 49'	4
4388 Acorn Court	Single Family - 40' - 49'	4
4392 Acorn Court	Single Family - 40' - 49'	4
4396 Acorn Court	Single Family - 40' - 49'	4

4412 Acorn Court	Single Family - 40' - 49'	4
4313 Acorn Court	Single Family - 40' - 49'	4
4305 Acorn Court	Single Family - 40' - 49'	4
4304 Acorn Court	Single Family - 40' - 49'	4
4308 Acorn Court	Single Family - 40' - 49'	4
4312 Acorn Court	Single Family - 40' - 49'	4
4316 Acorn Court	Single Family - 40' - 49'	4
4225 Oakview Drive	Single Family - 40' - 49'	4
4023 Oakrise Loop	Single Family - 40' - 49'	4
4221 Oakview Drive	Single Family - 40' - 49'	4
4039 Oakrise Loop	Single Family - 40' - 49'	4
5108 Oakbourne Avenue	Single Family - 40' - 49'	4
5456 Solterra Circle	Single Family - 40' - 49'	4
5460 Solterra Circle	Single Family - 40' - 49'	4
5464 Solterra Circle	Single Family - 40' - 49'	4
5468 Solterra Circle	Single Family - 40' - 49'	4
5408 Solterra Circle	Single Family - 40' - 49'	4
5488 Solterra Circle	Single Family - 40' - 49'	4
5492 Solterra Circle	Single Family - 40' - 49'	4
5496 Solterra Circle	Single Family - 40' - 49'	4
5500 Solterra Circle	Single Family - 40' - 49'	4
5412 Solterra Circle	Single Family - 40' - 49'	4
5520 Solterra Circle	Single Family - 40' - 49'	4
5524 Solterra Circle	Single Family - 40' - 49'	4
5528 Solterra Circle	Single Family - 40' - 49'	4
5532 Solterra Circle	Single Family - 40' - 49'	4
5425 Solterra Circle	Single Family - 40' - 49'	4
5429 Solterra Circle	Single Family - 40' - 49'	4
5431 Solterra Circle	Single Family - 40' - 49'	4
5435 Solterra Circle	Single Family - 40' - 49'	4
5416 Solterra Circle	Single Family - 40' - 49'	4
5489 Solterra Circle	Single Family - 40' - 49'	4
5493 Solterra Circle	Single Family - 40' - 49'	4
5497 Solterra Circle	Single Family - 40' - 49'	4
5501 Solterra Circle	Single Family - 40' - 49'	4
5420 Solterra Circle	Single Family - 40' - 49'	4
5424 Solterra Circle	Single Family - 40' - 49'	4
5428 Solterra Circle	Single Family - 40' - 49'	4
5432 Solterra Circle	Single Family - 40' - 49'	4

<u>5436 Solterra Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5405 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5441 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6168 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5445 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6001 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5449 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5453 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5457 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5469 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5473 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5477 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5409 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5481 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5485 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5489 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5493 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5497 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5501 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5505 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5509 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5513 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5517 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5413 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5521 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5525 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5529 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5533 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5537 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5541 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5545 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5549 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5553 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5561 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5565 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5569 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6020 Oak Green Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5421 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5540 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>

<u>5544 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5548 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5552 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5556 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5560 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5425 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5429 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5433 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5437 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5557 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5564 Misty Oak Circle</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6042 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6060 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6062 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6064 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6044 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8031 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8035 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8039 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8043 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8036 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8028 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6046 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8012 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8008 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>8004 Oak Shadow Court</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6074 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6078 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6082 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6048 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6090 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6052 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7049 Oakwood Street</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6041 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6054 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6056 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6058 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7347 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7311 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>

7307 Oakmoss Loop	Single Family - 40' - 49'	4
7303 Oakmoss Loop	Single Family - 40' - 49'	4
7299 Oakmoss Loop	Single Family - 40' - 49'	4
7295 Oakmoss Loop	Single Family - 40' - 49'	4
7291 Oakmoss Loop	Single Family - 40' - 49'	4
7287 Oakmoss Loop	Single Family - 40' - 49'	4
7283 Oakmoss Loop	Single Family - 40' - 49'	4
7279 Oakmoss Loop	Single Family - 40' - 49'	4
7343 Oakmoss Loop	Single Family - 40' - 49'	4
7275 Oakmoss Loop	Single Family - 40' - 49'	4
7271 Oakmoss Loop	Single Family - 40' - 49'	4
7267 Oakmoss Loop	Single Family - 40' - 49'	4
7263 Oakmoss Loop	Single Family - 40' - 49'	4
7259 Oakmoss Loop	Single Family - 40' - 49'	4
7255 Oakmoss Loop	Single Family - 40' - 49'	4
7251 Oakmoss Loop	Single Family - 40' - 49'	4
7247 Oakmoss Loop	Single Family - 40' - 49'	4
7243 Oakmoss Loop	Single Family - 40' - 49'	4
7239 Oakmoss Loop	Single Family - 40' - 49'	4
7235 Oakmoss Loop	Single Family - 40' - 49'	4
7339 Oakmoss Loop	Single Family - 40' - 49'	4
7231 Oakmoss Loop	Single Family - 40' - 49'	4
7227 Oakmoss Loop	Single Family - 40' - 49'	4
7223 Oakmoss Loop	Single Family - 40' - 49'	4
7219 Oakmoss Loop	Single Family - 40' - 49'	4
7215 Oakmoss Loop	Single Family - 40' - 49'	4
7211 Oakmoss Loop	Single Family - 40' - 49'	4
7207 Oakmoss Loop	Single Family - 40' - 49'	4
7203 Oakmoss Loop	Single Family - 40' - 49'	4
7199 Oakmoss Loop	Single Family - 40' - 49'	4
7195 Oakmoss Loop	Single Family - 40' - 49'	4
7335 Oakmoss Loop	Single Family - 40' - 49'	4
7191 Oakmoss Loop	Single Family - 40' - 49'	4
7187 Oakmoss Loop	Single Family - 40' - 49'	4
7411 Oakmoss Loop	Single Family - 40' - 49'	4
7407 Oakmoss Loop	Single Family - 40' - 49'	4
7403 Oakmoss Loop	Single Family - 40' - 49'	4
7399 Oakmoss Loop	Single Family - 40' - 49'	4
7395 Oakmoss Loop	Single Family - 40' - 49'	4

<u>7391 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7387 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7379 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7331 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7375 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7371 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7367 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7363 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7359 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7355 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7404 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7400 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7396 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7392 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7327 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7388 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7384 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7380 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7376 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7372 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7368 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7364 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7360 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7356 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7352 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7323 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7348 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7344 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7340 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7336 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7332 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7328 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7324 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7320 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7319 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7256 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7252 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7248 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7244 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>

7240 Oakmoss Loop	Single Family - 40' - 49'	4
7236 Oakmoss Loop	Single Family - 40' - 49'	4
7232 Oakmoss Loop	Single Family - 40' - 49'	4
7228 Oakmoss Loop	Single Family - 40' - 49'	4
7224 Oakmoss Loop	Single Family - 40' - 49'	4
7315 Oakmoss Loop	Single Family - 40' - 49'	4
7220 Oakmoss Loop	Single Family - 40' - 49'	4
7216 Oakmoss Loop	Single Family - 40' - 49'	4
7212 Oakmoss Loop	Single Family - 40' - 49'	4
7208 Oakmoss Loop	Single Family - 40' - 49'	4
7204 Oakmoss Loop	Single Family - 40' - 49'	4
7200 Oakmoss Loop	Single Family - 40' - 49'	4
7196 Oakmoss Loop	Single Family - 40' - 49'	4
7192 Oakmoss Loop	Single Family - 40' - 49'	4
7188 Oakmoss Loop	Single Family - 40' - 49'	4
7184 Oakmoss Loop	Single Family - 40' - 49'	4
7622 Oakmoss Loop	Single Family - 40' - 49'	4
7626 Oakmoss Loop	Single Family - 40' - 49'	4
7630 Oakmoss Loop	Single Family - 40' - 49'	4
7634 Oakmoss Loop	Single Family - 40' - 49'	4
7638 Oakmoss Loop	Single Family - 40' - 49'	4
7642 Oakmoss Loop	Single Family - 40' - 49'	4
7646 Oakmoss Loop	Single Family - 40' - 49'	4
7880 Oak Reflection Loop	Single Family - 40' - 49'	4
7515 Oakmoss Loop	Single Family - 40' - 49'	4
7519 Oakmoss Loop	Single Family - 40' - 49'	4
7523 Oakmoss Loop	Single Family - 40' - 49'	4
7699 Oakmoss Loop	Single Family - 40' - 49'	4
7703 Oakmoss Loop	Single Family - 40' - 49'	4
7527 Oakmoss Loop	Single Family - 40' - 49'	4
7707 Oakmoss Loop	Single Family - 40' - 49'	4
7711 Oakmoss Loop	Single Family - 40' - 49'	4
7716 Oakmoss Loop	Single Family - 40' - 49'	4
7712 Oakmoss Loop	Single Family - 40' - 49'	4
7696 Oakmoss Loop	Single Family - 40' - 49'	4
7692 Oakmoss Loop	Single Family - 40' - 49'	4
7688 Oakmoss Loop	Single Family - 40' - 49'	4
7531 Oakmoss Loop	Single Family - 40' - 49'	4
7684 Oakmoss Loop	Single Family - 40' - 49'	4

<u>7680 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7676 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7664 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7660 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7656 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7652 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7535 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7889 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7885 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7539 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7853 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7849 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7845 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7841 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7821 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7817 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7813 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7809 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7805 Oak Reflection Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>6067 Broad Oak Drive</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7040 Oakwood Street</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7057 Oakwood Street</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>7475 Oakmoss Loop</u>	<u>Single Family - 40' - 49'</u>	<u>4</u>
<u>5212 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5248 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5165 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5109 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5124 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5128 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5132 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5136 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5144 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5148 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5152 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5160 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5164 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5168 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5172 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>
<u>5176 Oakbourne Avenue</u>	<u>Single Family - 50'</u>	<u>5</u>

5180 Oakbourne Avenue	Single Family - 50'	5
5188 Oakbourne Avenue	Single Family - 50'	5
5192 Oakbourne Avenue	Single Family - 50'	5
5196 Oakbourne Avenue	Single Family - 50'	5
5200 Oakbourne Avenue	Single Family - 50'	5
5204 Oakbourne Avenue	Single Family - 50'	5
5208 Oakbourne Avenue	Single Family - 50'	5
5216 Oakbourne Avenue	Single Family - 50'	5
5224 Oakbourne Avenue	Single Family - 50'	5
5228 Oakbourne Avenue	Single Family - 50'	5
5232 Oakbourne Avenue	Single Family - 50'	5
5236 Oakbourne Avenue	Single Family - 50'	5
5240 Oakbourne Avenue	Single Family - 50'	5
5244 Oakbourne Avenue	Single Family - 50'	5
5252 Oakbourne Avenue	Single Family - 50'	5
5256 Oakbourne Avenue	Single Family - 50'	5
5260 Oakbourne Avenue	Single Family - 50'	5
5264 Oakbourne Avenue	Single Family - 50'	5
5268 Oakbourne Avenue	Single Family - 50'	5
5272 Oakbourne Avenue	Single Family - 50'	5
5276 Oakbourne Avenue	Single Family - 50'	5
5280 Oakbourne Avenue	Single Family - 50'	5
5284 Oakbourne Avenue	Single Family - 50'	5
5288 Oakbourne Avenue	Single Family - 50'	5
5292 Oakbourne Avenue	Single Family - 50'	5
5296 Oakbourne Avenue	Single Family - 50'	5
5300 Oakbourne Avenue	Single Family - 50'	5
5304 Oakbourne Avenue	Single Family - 50'	5
5410 Oakgrain Court	Single Family - 50'	5
5411 Oakgrain Court	Single Family - 50'	5
5320 Oakbourne Avenue	Single Family - 50'	5
5324 Oakbourne Avenue	Single Family - 50'	5
5328 Oakbourne Avenue	Single Family - 50'	5
5332 Oakbourne Avenue	Single Family - 50'	5
5336 Oakbourne Avenue	Single Family - 50'	5
5340 Oakbourne Avenue	Single Family - 50'	5
5344 Oakbourne Avenue	Single Family - 50'	5
5348 Oakbourne Avenue	Single Family - 50'	5
5352 Oakbourne Avenue	Single Family - 50'	5

5356 Oakbourne Avenue	Single Family - 50'	5
5360 Oakbourne Avenue	Single Family - 50'	5
5364 Oakbourne Avenue	Single Family - 50'	5
5368 Oakbourne Avenue	Single Family - 50'	5
5372 Oakbourne Avenue	Single Family - 50'	5
5376 Oakbourne Avenue	Single Family - 50'	5
5380 Oakbourne Avenue	Single Family - 50'	5
5384 Oakbourne Avenue	Single Family - 50'	5
5381 Oakbourne Avenue	Single Family - 50'	5
5377 Oakbourne Avenue	Single Family - 50'	5
5373 Oakbourne Avenue	Single Family - 50'	5
5369 Oakbourne Avenue	Single Family - 50'	5
5365 Oakbourne Avenue	Single Family - 50'	5
5361 Oakbourne Avenue	Single Family - 50'	5
5357 Oakbourne Avenue	Single Family - 50'	5
5353 Oakbourne Avenue	Single Family - 50'	5
5349 Oakbourne Avenue	Single Family - 50'	5
5345 Oakbourne Avenue	Single Family - 50'	5
5303 Wildwood Way	Single Family - 50'	5
5299 Wildwood Way	Single Family - 50'	5
5295 Wildwood Way	Single Family - 50'	5
5291 Wildwood Way	Single Family - 50'	5
5287 Wildwood Way	Single Family - 50'	5
5283 Wildwood Way	Single Family - 50'	5
5279 Wildwood Way	Single Family - 50'	5
5275 Wildwood Way	Single Family - 50'	5
5271 Wildwood Way	Single Family - 50'	5
5267 Wildwood Way	Single Family - 50'	5
5263 Wildwood Way	Single Family - 50'	5
5259 Wildwood Way	Single Family - 50'	5
5255 Wildwood Way	Single Family - 50'	5
5251 Wildwood Way	Single Family - 50'	5
5247 Wildwood Way	Single Family - 50'	5
5243 Wildwood Way	Single Family - 50'	5
5227 Wildwood Way	Single Family - 50'	5
5223 Wildwood Way	Single Family - 50'	5
5219 Wildwood Way	Single Family - 50'	5
5211 Wildwood Way	Single Family - 50'	5
5207 Wildwood Way	Single Family - 50'	5

5161 Oakbourne Avenue	Single Family - 50'	5
5133 Oakbourne Avenue	Single Family - 50'	5
5129 Oakbourne Avenue	Single Family - 50'	5
5125 Oakbourne Avenue	Single Family - 50'	5
5121 Oakbourne Avenue	Single Family - 50'	5
5117 Oakbourne Avenue	Single Family - 50'	5
5113 Oakbourne Avenue	Single Family - 50'	5
5222 Wildwood Way	Single Family - 50'	5
5226 Wildwood Way	Single Family - 50'	5
5230 Wildwood Way	Single Family - 50'	5
5238 Wildwood Way	Single Family - 50'	5
5242 Wildwood Way	Single Family - 50'	5
5246 Wildwood Way	Single Family - 50'	5
5250 Wildwood Way	Single Family - 50'	5
5254 Wildwood Way	Single Family - 50'	5
5258 Wildwood Way	Single Family - 50'	5
5262 Wildwood Way	Single Family - 50'	5
5266 Wildwood Way	Single Family - 50'	5
5270 Wildwood Way	Single Family - 50'	5
5274 Wildwood Way	Single Family - 50'	5
5278 Wildwood Way	Single Family - 50'	5
5282 Wildwood Way	Single Family - 50'	5
5286 Wildwood Way	Single Family - 50'	5
5290 Wildwood Way	Single Family - 50'	5
5294 Wildwood Way	Single Family - 50'	5
5298 Wildwood Way	Single Family - 50'	5
5302 Wildwood Way	Single Family - 50'	5
4111 Oaktree Drive	Single Family - 50'	5
5297 Oakbourne Avenue	Single Family - 50'	5
5293 Oakbourne Avenue	Single Family - 50'	5
5289 Oakbourne Avenue	Single Family - 50'	5
5285 Oakbourne Avenue	Single Family - 50'	5
5281 Oakbourne Avenue	Single Family - 50'	5
5277 Oakbourne Avenue	Single Family - 50'	5
5273 Oakbourne Avenue	Single Family - 50'	5
5269 Oakbourne Avenue	Single Family - 50'	5
5265 Oakbourne Avenue	Single Family - 50'	5
5261 Oakbourne Avenue	Single Family - 50'	5
5257 Oakbourne Avenue	Single Family - 50'	5

5253 Oakbourne Avenue	Single Family - 50'	5
5249 Oakbourne Avenue	Single Family - 50'	5
5245 Oakbourne Avenue	Single Family - 50'	5
5241 Oakbourne Avenue	Single Family - 50'	5
5237 Oakbourne Avenue	Single Family - 50'	5
5233 Oakbourne Avenue	Single Family - 50'	5
5229 Oakbourne Avenue	Single Family - 50'	5
5213 Oakbourne Avenue	Single Family - 50'	5
5209 Oakbourne Avenue	Single Family - 50'	5
4348 Acorn Court	Single Family - 50'	5
4352 Acorn Court	Single Family - 50'	5
4356 Acorn Court	Single Family - 50'	5
4360 Acorn Court	Single Family - 50'	5
4364 Acorn Court	Single Family - 50'	5
4368 Acorn Court	Single Family - 50'	5
4372 Acorn Court	Single Family - 50'	5
4127 Oaktree Drive	Single Family - 50'	5
4416 Acorn Court	Single Family - 50'	5
4420 Acorn Court	Single Family - 50'	5
4424 Acorn Court	Single Family - 50'	5
4425 Acorn Court	Single Family - 50'	5
4421 Acorn Court	Single Family - 50'	5
4417 Acorn Court	Single Family - 50'	5
4413 Acorn Court	Single Family - 50'	5
4131 Oaktree Drive	Single Family - 50'	5
4377 Acorn Court	Single Family - 50'	5
4373 Acorn Court	Single Family - 50'	5
4369 Acorn Court	Single Family - 50'	5
4365 Acorn Court	Single Family - 50'	5
4361 Acorn Court	Single Family - 50'	5
4357 Acorn Court	Single Family - 50'	5
4353 Acorn Court	Single Family - 50'	5
4349 Acorn Court	Single Family - 50'	5
4345 Acorn Court	Single Family - 50'	5
4341 Acorn Court	Single Family - 50'	5
4337 Acorn Court	Single Family - 50'	5
4333 Acorn Court	Single Family - 50'	5
4320 Acorn Court	Single Family - 50'	5
4324 Acorn Court	Single Family - 50'	5

4328 Acorn Court	Single Family - 50'	5
4332 Acorn Court	Single Family - 50'	5
4019 Oakrise Loop	Single Family - 50'	5
4052 Oaktree Drive	Single Family - 50'	5
4192 Oaktree Drive	Single Family - 50'	5
5112 Oakbourne Avenue	Single Family - 50'	5
5116 Oakbourne Avenue	Single Family - 50'	5
5120 Oakbourne Avenue	Single Family - 50'	5
6160 Broad Oak Drive	Single Family - 50'	5
6000 Oak Green Loop	Single Family - 50'	5
6005 Broad Oak Drive	Single Family - 50'	5
6012 Oak Green Loop	Single Family - 50'	5
6016 Oak Green Loop	Single Family - 50'	5
6128 Broad Oak Drive	Single Family - 50'	5
6066 Broad Oak Drive	Single Family - 50'	5
8009 Oak Shadow Court	Single Family - 50'	5
8013 Oak Shadow Court	Single Family - 50'	5
8017 Oak Shadow Court	Single Family - 50'	5
8021 Oak Shadow Court	Single Family - 50'	5
8024 Oak Shadow Court	Single Family - 50'	5
8020 Oak Shadow Court	Single Family - 50'	5
8016 Oak Shadow Court	Single Family - 50'	5
6096 Broad Oak Drive	Single Family - 50'	5
6100 Broad Oak Drive	Single Family - 50'	5
6101 Broad Oak Drive	Single Family - 50'	5
6095 Broad Oak Drive	Single Family - 50'	5
6091 Broad Oak Drive	Single Family - 50'	5
7036 Oakwood Street	Single Family - 50'	5
7032 Oakwood Street	Single Family - 50'	5
7028 Oakwood Street	Single Family - 50'	5
7033 Oakwood Street	Single Family - 50'	5
7037 Oakwood Street	Single Family - 50'	5
7041 Oakwood Street	Single Family - 50'	5
7053 Oakwood Street	Single Family - 50'	5
7511 Oakmoss Loop	Single Family - 50'	5
7547 Oakmoss Loop	Single Family - 50'	5
7580 Oakmoss Loop	Single Family - 50'	5
7576 Oakmoss Loop	Single Family - 50'	5
7572 Oakmoss Loop	Single Family - 50'	5

7568 Oakmoss Loop	Single Family - 50'	5
7564 Oakmoss Loop	Single Family - 50'	5
7560 Oakmoss Loop	Single Family - 50'	5
7556 Oakmoss Loop	Single Family - 50'	5
7552 Oakmoss Loop	Single Family - 50'	5
7548 Oakmoss Loop	Single Family - 50'	5
7551 Oakmoss Loop	Single Family - 50'	5
7555 Oakmoss Loop	Single Family - 50'	5
7876 Oak Reflection Loop	Single Family - 50'	5
7872 Oak Reflection Loop	Single Family - 50'	5
7868 Oak Reflection Loop	Single Family - 50'	5
7864 Oak Reflection Loop	Single Family - 50'	5
7860 Oak Reflection Loop	Single Family - 50'	5
7832 Oak Reflection Loop	Single Family - 50'	5
7559 Oakmoss Loop	Single Family - 50'	5
7828 Oak Reflection Loop	Single Family - 50'	5
7563 Oakmoss Loop	Single Family - 50'	5
7567 Oakmoss Loop	Single Family - 50'	5
7571 Oakmoss Loop	Single Family - 50'	5
7575 Oakmoss Loop	Single Family - 50'	5
7579 Oakmoss Loop	Single Family - 50'	5
7583 Oakmoss Loop	Single Family - 50'	5
7587 Oakmoss Loop	Single Family - 50'	5
7591 Oakmoss Loop	Single Family - 50'	5
7595 Oakmoss Loop	Single Family - 50'	5
7599 Oakmoss Loop	Single Family - 50'	5
7603 Oakmoss Loop	Single Family - 50'	5
7607 Oakmoss Loop	Single Family - 50'	5
7611 Oakmoss Loop	Single Family - 50'	5
7615 Oakmoss Loop	Single Family - 50'	5
7619 Oakmoss Loop	Single Family - 50'	5
7623 Oakmoss Loop	Single Family - 50'	5
7627 Oakmoss Loop	Single Family - 50'	5
7631 Oakmoss Loop	Single Family - 50'	5
7635 Oakmoss Loop	Single Family - 50'	5
7639 Oakmoss Loop	Single Family - 50'	5
7643 Oakmoss Loop	Single Family - 50'	5
7683 Oakmoss Loop	Single Family - 50'	5
7687 Oakmoss Loop	Single Family - 50'	5

7691 Oakmoss Loop	Single Family - 50'	5
7695 Oakmoss Loop	Single Family - 50'	5
7704 Oakmoss Loop	Single Family - 50'	5
7897 Oak Reflection Loop	Single Family - 50'	5
7877 Oak Reflection Loop	Single Family - 50'	5
7873 Oak Reflection Loop	Single Family - 50'	5
7869 Oak Reflection Loop	Single Family - 50'	5
7865 Oak Reflection Loop	Single Family - 50'	5
7861 Oak Reflection Loop	Single Family - 50'	5
7833 Oak Reflection Loop	Single Family - 50'	5
7829 Oak Reflection Loop	Single Family - 50'	5
7608 Oakmoss Loop	Single Family - 50'	5
7600 Oakmoss Loop	Single Family - 50'	5
7596 Oakmoss Loop	Single Family - 50'	5
7592 Oakmoss Loop	Single Family - 50'	5
7588 Oakmoss Loop	Single Family - 50'	5
7584 Oakmoss Loop	Single Family - 50'	5
4007 Oakrise Loop	Single Family - 60'	5
5419 Oakgrain Court	Single Family - 60'	5
5137 Oakbourne Avenue	Single Family - 60'	5
5210 Wildwood Way	Single Family - 60'	5
4115 Oaktree Drive	Single Family - 60'	5
5217 Oakbourne Avenue	Single Family - 60'	5
4123 Oaktree Drive	Single Family - 60'	5
4376 Acorn Court	Single Family - 60'	5
4380 Acorn Court	Single Family - 60'	5
4400 Acorn Court	Single Family - 60'	5
4404 Acorn Court	Single Family - 60'	5
4015 Oakrise Loop	Single Family - 60'	5
4155 Oaktree Drive	Single Family - 60'	5
4159 Oaktree Drive	Single Family - 60'	5
4163 Oaktree Drive	Single Family - 60'	5
4204 Oakview Drive	Single Family - 60'	5
4212 Oakview Drive	Single Family - 60'	5
4088 Oaktree Drive	Single Family - 60'	5
4035 Oakrise Loop	Single Family - 60'	5
4200 Oaktree Drive	Single Family - 60'	5
6132 Broad Oak Drive	Single Family - 60'	5
6136 Broad Oak Drive	Single Family - 60'	5

6164 Broad Oak Drive	Single Family - 60'	5
7001 Oakwood Street	Single Family - 60'	5
6040 Broad Oak Drive	Single Family - 60'	5
8029 Oak Shadow Court	Single Family - 60'	5
6045 Broad Oak Drive	Single Family - 60'	5
6043 Broad Oak Drive	Single Family - 60'	5
7180 Oakmoss Loop	Single Family - 60'	5
7316 Oakmoss Loop	Single Family - 60'	5
7672 Oakmoss Loop	Single Family - 60'	5
7668 Oakmoss Loop	Single Family - 60'	5
4047 Oakrise Loop	Single Family - 70'	5
4051 Oakrise Loop	Single Family - 70'	5
4059 Oaktree Drive	Single Family - 70'	5
4063 Oaktree Drive	Single Family - 70'	5
4067 Oaktree Drive	Single Family - 70'	5
4071 Oaktree Drive	Single Family - 70'	5
4075 Oaktree Drive	Single Family - 70'	5
4079 Oaktree Drive	Single Family - 70'	5
4011 Oakrise Loop	Single Family - 70'	5
4091 Oaktree Drive	Single Family - 70'	5
5231 Wildwood Way	Single Family - 70'	5
4095 Oaktree Drive	Single Family - 70'	5
5153 Oakbourne Avenue	Single Family - 70'	5
4099 Oaktree Drive	Single Family - 70'	5
4103 Oaktree Drive	Single Family - 70'	5
4119 Oaktree Drive	Single Family - 70'	5
4408 Acorn Court	Single Family - 70'	5
4135 Oaktree Drive	Single Family - 70'	5
4139 Oaktree Drive	Single Family - 70'	5
4336 Acorn Court	Single Family - 70'	5
4143 Oaktree Drive	Single Family - 70'	5
4147 Oaktree Drive	Single Family - 70'	5
4151 Oaktree Drive	Single Family - 70'	5
4167 Oaktree Drive	Single Family - 70'	5
4171 Oaktree Drive	Single Family - 70'	5
4175 Oaktree Drive	Single Family - 70'	5
4179 Oaktree Drive	Single Family - 70'	5
4183 Oaktree Drive	Single Family - 70'	5
4208 Oakview Drive	Single Family - 70'	5

4217 Oakview Drive	Single Family - 70'	5
4213 Oakview Drive	Single Family - 70'	5
4209 Oakview Drive	Single Family - 70'	5
4205 Oakview Drive	Single Family - 70'	5
4193 Oakview Drive	Single Family - 70'	5
4027 Oakrise Loop	Single Family - 70'	5
4048 Oaktree Drive	Single Family - 70'	5
4060 Oaktree Drive	Single Family - 70'	5
4064 Oaktree Drive	Single Family - 70'	5
4031 Oakrise Loop	Single Family - 70'	5
4068 Oaktree Drive	Single Family - 70'	5
4072 Oaktree Drive	Single Family - 70'	5
4076 Oaktree Drive	Single Family - 70'	5
4092 Oaktree Drive	Single Family - 70'	5
4096 Oaktree Drive	Single Family - 70'	5
4100 Oaktree Drive	Single Family - 70'	5
4140 Oaktree Drive	Single Family - 70'	5
4144 Oaktree Drive	Single Family - 70'	5
4148 Oaktree Drive	Single Family - 70'	5
4152 Oaktree Drive	Single Family - 70'	5
4168 Oaktree Drive	Single Family - 70'	5
4172 Oaktree Drive	Single Family - 70'	5
4176 Oaktree Drive	Single Family - 70'	5
4180 Oaktree Drive	Single Family - 70'	5
4184 Oaktree Drive	Single Family - 70'	5
4196 Oaktree Drive	Single Family - 70'	5
6140 Broad Oak Drive	Single Family - 70'	5
6144 Broad Oak Drive	Single Family - 70'	5
6148 Broad Oak Drive	Single Family - 70'	5
6152 Broad Oak Drive	Single Family - 70'	5
6156 Broad Oak Drive	Single Family - 70'	5
6004 Oak Green Loop	Single Family - 70'	5
6009 Broad Oak Drive	Single Family - 70'	5
6013 Broad Oak Drive	Single Family - 70'	5
6017 Broad Oak Drive	Single Family - 70'	5
6021 Broad Oak Drive	Single Family - 70'	5
6025 Broad Oak Drive	Single Family - 70'	5
6029 Broad Oak Drive	Single Family - 70'	5
6033 Broad Oak Drive	Single Family - 70'	5

<u>6037 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7029 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7025 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7021 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7017 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7013 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7009 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7005 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7000 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7004 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7008 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7012 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7016 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7020 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>7024 Oakwood Street</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6028 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6032 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6036 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6117 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6121 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6104 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6108 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6112 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6116 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>
<u>6120 Broad Oak Drive</u>	<u>Single Family - 70'</u>	<u>5</u>

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Tab 11

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING THAT THE POLK COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3)(a)(2)(c), *Florida Statutes*, and to instruct the Polk County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the 2026 general election ("**General Election**").

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

1. CURRENT BOARD MEMBERS. The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Karan Wienker	November 2028
2	Deborah Higham	November 2028
3	Brian Meert	November 2026
4	Bobby Voisard	November 2028
5	Sumanth (Sam) Neelam	November 2026

2. GENERAL ELECTION SEATS. Seat 3, currently held by Brian Meert, and Seat 5, currently held by Sumanth (Sam) Neelam, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

3. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. COMPENSATION. Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

5. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests the Supervisor to conduct the District's General Election in November 2026 and each subsequent General Election thereafter unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

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

8. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of November 2025.

ATTEST:

**SOLTERRA RESORT
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors