



Rizzetta & Company

Solterra Resort Community Development District

**Board of Supervisors
Meeting
January 9, 2026**

**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

	Deborah Higham	Chair – Amenities
	Robert Voisard	Vice Chair –Security
	Karan Wienker	Assistant Secretary - Landscaping
	Sam Neelam	Assistant Secretary – Budgets
	Vacant	Assistant Secretary
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

December 30, 2025

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **January 9, 2026, 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. Pool Services Updates..... Tab 1
 1. Discussion of Pool and Lazy River Heating Options
 2. Consideration of Pool Resurface RFP Project Manual
 - B. F&B Operations Updates
 1. Liability Coverage Review
 2. Operating Account Follow Up
 - C. General Manager Updates Report
 1. Clubhouse Bathroom Painting Updates
 - D. Landscape Maintenance Updates
 1. Landscape RFP Updates
 2. Sunscape Services Updates
 3. Consideration of Landscape Proposals Tab 2
 1. Dead Queen Palm Flush Cut – Pool Area
 2. Oak Tre Trimming – Pine Tree Trail
 3. December 2025 Irrigation Repairs
 - E. Aquatic Maintenance Updates
 - F. Financial Budget Reviews
4. **STAFF REPORTS**
 - A. District Engineer
 1. Utility Box Painting Updates
 2. Speed Hump Recommendations Review
 3. Updates on Playground Removal Options
 - B. District Counsel
 1. F&B Agreement Updates
 2. Resolution 2026-07, Adopting Amended Rules of Procedures and The Amended Rules of Procedure Tab 3
 3. Resolution 2026-08, Adopting Amended Parking and Towing Rules..... Tab 4
 4. Resolution 2026-09, Appointing an Assistant Treasurer Tab 5
 5. Resolution 2026-10, Authorizing Spending Authority Tab 6
 6. Resolution 2026-11, Setting a Public Hearing to Adopt a Vendor Amenity Usage Policy and the Amenity

	Usage Policy	Tab 7
	C. District Manager	
5.	BUSINESS ADMINISTRATION	
	A. Consideration of the Minutes of the Board of Supervisors’ Minutes Held on December 5, 2025,.....	Tab 8
6.	BUSINESS ITEMS	
	A. Ratification of District Items	Tab 9
	1. Agreement for Landscape Management Services	
	B. Consideration of Volunteer Insurance Proposals.....	Tab 10
	1. Sample Volunteer Service Agreement	
	C. Consideration of Pool Repairs Proposals	Tab 11
	1. Resort Pools	
	2. Spies	
	D. Consideration of Vendor Amenity Usage Policy	Tab 12
	E. Consideration of Open Top Waste Removal Services.....	Tab 13
	1. Amenity Services LLC	
	F. Public Hearing of Rule Development for Restated Rules of Procedure, Amended Parking and Towing Policies	
	G. Public Hearing of Rulemaking for Restated Rules of Procedure, Amended Parking and Towing Policies	
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
 District Manager

Tab 1

**PROJECT MANUAL
FOR
POOL RESURFACING PROJECT**

***SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT***

January 2nd , 2026

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
POOL RESURFACING PROJECT**

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 - A. Request for Proposals
 - B. Instructions to Proposers
 - C. Evaluation Criteria

- II. Proposal Documents
 - A. Official Proposal Form
 - B. Bid Price Sheet
 - C. Organizational Information of Proposer
 - D. Sworn Statement on Public Entity Crimes
 - E. Affidavit of Non-Collusion
 - F. Sworn Statement Regarding Scrutinized Companies
 - G. Trench Safety Affidavit
 - H. Anti-Human Trafficking Affidavit
 - I. Affidavit Regarding Proposal
 - J. Pool, Spa, and Lazy River Resurfacing Project Scope Sheet

- III. Form of Agreement
 - A. Form of Agreement
 - B. Form of Performance and Payment Bonds

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR POOL RESURFACING SERVICES PROJECT**

Notice is hereby given that the Solterra Resort Community Development District (“District”) will receive proposals from vendors interested in providing pool resurfacing, repair and enhancement services for the Amenity Center Pool, Spa, and Lazy River located at the Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837 (“Project”), as more particularly described in the Project Manual and in accordance with applicable Project plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available and may be obtained beginning January 2nd 2026, at 12:00 p.m. by e-mailing bmendes@rizzetta.com, with the subject line “RFP for Pool Resurfacing Services Project.” Specifications will be distributed electronically.

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years’ experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida’s E-Verify requirements; and (v) be fully licensed and insured. Each Proposer should also attend the pre-proposal meeting and failure to do so may result in rejection of the proposal or a reduction in responsiveness of Proposer’s proposal, as evaluated by the District.

Firms desiring to provide services for the referenced Project must submit one (1) original hard copy and one (1) electronic copy in PDF format stored on a USB thumb drive of the required proposal no later than 5p.m. (EST) on January 29th , 2026, at the Solterra Resort Amenity Center, c/o Solterra Resort Community Development District, 5200 Solterra Boulevard, Davenport, Florida, 33837 Attn: Solterra Resort CDD, District Manager. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS – SOLTERRA RESORT CDD – POOL RESURFACING PROJECT” on the face of it. The District Manager, or his designee, will conduct a special public meeting at that place and time to publicly open the proposals.

Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager’s Office at least three (3) business days before the meeting by contacting the District Manager at (407) 472-2471, or at bmendes@rizzetta.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager’s Office. A copy of the agenda for the meeting may be obtained from the District Manager at 8529 South Park

Circle, Suite 330, Orlando, Florida 32819, by calling (407) 472-2471, or by e-mail at bmendes@rizzetta.com. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. Hard copies of the proposals may be either hand-delivered or delivered via UPS or FedEx only. Proposals received after the time and date stipulated above will not be considered. Proposers are responsible for timely delivery of their proposals. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of three hundred sixty-five (365) days after the proposal opening. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the specifications, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual, together with a protest bond in a form acceptable to the District. For protests other than those related to the Project Manual, the protest bond shall be in an amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, and are available from the District Manager, Rizzetta & Company, Inc., at 8529 South Park Circle, Suite 330, Orlando, Florida 32819, by calling (407) 472-2471, or by e-mail at bmendes@rizzetta.com.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

All questions regarding the Project Manual or this project shall be directed in writing via e-mail to the District Manager, Brian Mendes, at bmendes@rizzetta.com, with an e-mail copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlawyers.com and Savannah Hancock, Esq., at savannah@cddlawyers.com, and Amenity Manager, Joe Bullins, at jbullins@artemislifestyles.com. No phone inquiries please.

Solterra Resort Community Development District
Brian Mendes, District Manager

Publication Date: January 2nd, 2026

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
POOL RESURFACING PROJECT
Polk County, Florida

Solicitation and Award Schedule:

DATE	EVENT
January 2 nd , 2026	Notice of RFP Published & Posted
January 2 nd , 2026	Project Manual Available Upon Request
January 2 nd , 2026- January 29 th , 2026	Site Available for Inspection (Contact Joe Bullins at jbullins@artemislifestyles.com to coordinate site visit)
January 26 th , 2026@5pm (EST)	Deadline for Questions
January 29 th , 2026@5pm (EST)	Proposals Due / Public Opening
February at 10:00 a.m. (EST)	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE; SUBMISSION OF PROPOSALS. Submit one (1) original hard copy and one (1) electronic copy in a PDF formatted stored on a USB thumb drive of the required proposal, including a complete Project Manual and any Addenda thereto, either hand-delivered or delivered via UPS or FedEx only, by **5:00 p.m. on January 29th 2026, at 5200 Solterra Boulevard, Davenport, Florida, 33837 Attn: Solterra Resort CDD, District Manager** . Proposals will be publicly opened at that time.

Proposals must be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through UPS or FedEx, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – SOLTERRA RESORT CDD – POOL RESURFACING PROJECT” on the face of it. Proposer assumes sole and full responsibility for timely delivery at the location designated for receipts of Proposals, regardless of delivery method chosen. Proposals received after the time and date specified herein will not be accepted and will be returned unopened. Proposers are advised to confirm receipt of the Proposal in advance of the deadline for submission.

SECTION 2. [OPTIONAL] PRE-BID CONFERENCE. There will be a pre-bid conference call online , at **11a.m, January 13th 2026. (EST), please email District Manager bmendes@rizzetta.com for call in link.** The pre-bid conference is optional. The pre-bid conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendees will be required to provide contact information so that the District may provide any addenda or other communication throughout the bid process.

SECTION 3. CONTRACT AWARD. The District reserves the right to award a contract for all or part of the work, or to award multiple contracts for the separate components of the work. Within ten (10) business days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by

the District. **Proposers are advised to carefully review the form contract documents included in this Project Manual prior to submitting a Proposal.**

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposal. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Proposer must (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida's E-Verify requirements; and (v) be fully licensed and insured.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed by e-mail only to Brian Mendes, at bmendes@rizzetta.com, with an e-mail copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlattorneys.com and Savannah Hancock, Esq., at savannah@cddlattorneys.com, and Amenity Manager, Joe Bullins, at jbullins@artemislifestyles.com. **No phone inquiries please.** All questions must be received no later than **5:00 p.m. (EST) on January 26th 2026**, to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will

be distributed to all Proposers. No inquiries will be accepted from subcontractors. The Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District will be made by Addendum and sent via e-mail or otherwise delivered to all parties having received the Project Manual. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.**

SECTION 9. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. A Proposal may not be modified, withdrawn or canceled by the Proposer for **three hundred sixty-five (365) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal.

SECTION 10. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal must contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on an Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents and acknowledgment that Proposer has conducted a thorough review of all documents. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

SECTION 11. FLORIDA TRENCH SAFETY ACT. Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this Project, state so thereon. Contractor shall be responsible for compliance with all trenching and shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed. Contractor shall maintain a copy of such statement and shall provide said statement to the District upon request.

SECTION 12. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. The form of agreement included herein sets forth certain minimum

insurance requirements. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff and supervisors, and each of their staff, employees, officers, agents and supervisors as additional insureds, within ten (10) business days after notification, or prior to beginning any work, whichever occurs first, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 13. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide additional proof of financial capability, including, if requested, audited financial statements from the last three (3) years, as required in the sole discretion of the District.

SECTION 14. PERFORMANCE AND PAYMENT BONDS. Each Proposer should submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Section 255 forms of bonds, Surety shall comply with the following provisions:

- A. Surety must be licensed to do business in the State of Florida.
- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Upon contract award, if such award exceeds \$200,000 in costs as specified in the statute, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Within five (5) business days of contract execution, and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the Polk County Clerk of the Courts Official Records. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer with copies of said recorded bonds. No work can commence until the required bonds or other acceptable security have been delivered to the District and the District Engineer. Upon receipt of the bonds or other acceptable security the District may issue a Notice to Proceed.

SECTION 15. PRICE PROPOSAL; SCHEDULE OF VALUES AND PROJECT SCHEDULE.

Proposer shall complete the Bid Price Form and submit a Schedule of Values for the proposed work for review and approval by the District. The Schedule of Values for all of the work will include quantities and prices of items derived by the Proposer aggregating the pricing for each component of the work. Each section shall contain integral component parts of the work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the work during construction. Such prices may include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein within five (5) business days of request, or if the provided Schedule of Values is deemed inadequate by the District Engineer, the District reserves the right to disqualify the Proposal or terminate the contract. An Initial Project Schedule for the work included in the Proposal shall be submitted with the Proposal.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its supervisors, officers, agents and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the contract documents that form part of the Project Manual as provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 18. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals must include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. A narrative description of the Proposer's approach to each component of the work.
- C. Detailed project schedule which shall be used in the Proposal evaluation. This must be included as part of the Proposal. Schedules which provide for the most efficient completion of the entire project are preferred. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- D. Complete Bid Price Form. This must be included as part of the Proposal and is an important part of the Proposal evaluation. Further, the selected Contractor will be required to submit an itemized schedule of values outlining all work items which will be used for pay requests. The schedule of values and proposal must balance, both for purposes of the Proposal and for the pay requests.
- E. List position or title and corporate responsibilities of key management or supervisory personnel. Please include resumes for each person listed.

- F. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications listed.
- G. Three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as the name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.
- H. Documentation of financial capability.
- I. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance. See contract documents for required insurance coverage.
- J. Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents.
- K. Completed copies of all other forms included within the Project Manual.

SECTION 19. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following (as used herein, "Contractor" shall mean the successful Proposer):

- A. All Proposals shall include complete copies of all other forms included within the Project Manual, fully signed and notarized where required.
- B. The documents contained within the Project Manual, including the Form of Agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designee's attention in writing before proceeding with the work affected thereby.
- C. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees that their proposal will include all costs necessary to perform the work based on conditions that are reasonably apparent from a visual inspection of the site.
- D. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction and its costs.

- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site and shall provide a written coordination plan to the District within fourteen (14) days of contract award. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- F. If any are required, Contractor shall secure and pay for necessary permits or approvals.
- G. The Contractor shall complete the work in a professional and workman like manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This should also include the coordination of safety and protection associated with all aerial and underground facilities related to the work.
- I. All existing trees, sod, irrigation, and other landscaping (if proposed to be impacted) to remain must be protected and replaced in the event of damage. Contractor shall include in its bid costs to replace landscaping to its original condition at the conclusion of the Project.
- J. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.
- K. The Proposer shall specify subcontractors, if any, to be used for major work items.
- L. The Proposer can complete construction on or before March 8th, 2026, for selected scope(s).
- M. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until thirty-six (36) months after acceptance by all applicable regulatory authorities.

- N. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, current Americans with Disabilities Act (“ADA”) Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.

SECTION 20. PROTESTS. Notice of any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing to the District Manager, Brian Mendes, at bmendes@rizzetta.com, with a copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlattorneys.com, and Savannah Hancock, Esq., at savannah@cddlattorneys.com, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual.

Any person who files a notice of protest, related to the Project Manual or otherwise, shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District. For protests other than those related to the Project Manual, the protest bond shall be in an amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). 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 attorneys’ 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. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District’s evaluation of the Proposer’s ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer’s clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer’s discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 22. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “must,” “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SECTION 23. DISTRICT’S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its sole and absolute discretion that it is in the District’s best interests to do so. Such decisions by the District shall be final and binding on all parties.

SECTION 24. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, the Proposer fails to demonstrate proper licensure and business organization, the Proposal identifies a duration of the Work which in the District’s evaluation, is not all inclusive of a complete and functioning Project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal in any way incomplete or irregular may provide a basis for rejection.

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA - POOL RESURFACING PROJECT

MINIMUM QUALIFICATIONS

(PASS/ FAIL)

An interested firm must: (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida's E-Verify requirements; and (v) be fully licensed and insured.

PERSONNEL & EQUIPMENT

(15 POINTS)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a Polk County local business or proposes to utilize Polk County local business(es) to perform the work; availability of equipment and personnel, etc.

EXPERIENCE

(25 POINTS)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

FINANCIAL CAPABILITY

(10 POINTS)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

SCHEDULE

(25 POINTS)

This category addresses the timeliness of the Project schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Time is of the essence of this Project.

PRICE

(25 POINTS)

This category addresses overall pricing for the Project, as well as consideration of unit prices and the overall reasonableness of the pricing. This category will be a combination of the combined analyses of actual price and reasonableness.

TOTAL POINTS

(100 POINTS)

OFFICIAL PROPOSAL FORM
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
POOL RESURFACING PROJECT
POLK COUNTY, FLORIDA

TO BE SUBMITTED TO:
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Attn: District Manager
5200 Solterra Boulevard
Davenport, Florida, 33837
Due by January 29th 5p.m. (EST)

OFFICIAL PROPOSAL FORM
POOL RESURFACING PROJECT
POLK COUNTY, FL
(Attach as coversheet to detailed bid)

This Proposal has been prepared by:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

FL License #: _____

Email: _____

The Proposer understands and agrees to all items and requirements listed in the Project Manual, dated December 30th, 2025, including all addenda issued during the bidding time, and represents that it is familiar with the project location and Polk County Permitting requirements. In accordance with the Request for Proposals inviting proposals for Solterra Resort Community Development District – POOL RESURFACING PROJECT, the undersigned proposes to provide all work necessary to complete the work specified herein in accordance with all federal, state, county, and local authority regulations and standards, codes, and requirements, including but not limited to those of the Florida Department of Health, Florida Building Code, best professional practices in execution of the work and safety of the work, Southwest Florida Water Management District, utility authorities, and any other regulatory bodies having jurisdiction over the work.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____

QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

- _____ (1) Proposer is authorized to do business in Florida; and
- _____ (2) Proposer holds all required state federal, and local licenses, including those with Polk County, in good standing; and
- _____ (3) Proposer has at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years ; and
- _____ (4) Proposer will comply with Florida's E-Verify requirements; and
- _____ (5) Proposer is fully licensed and insured.

TOTAL PRICING

Proposer understands that the District may award a contract for all of the work or any component thereof, to modify the work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal and that Proper must submit a detailed schedule of values.

With that understanding, the Proposer represents that it can complete **all Project components** for the total lump-sum price of: \$ _____ (please also provide a detailed Schedule of Values as a separate document and complete the Bid Price Form provided).

Pool Lump-Sum Price: \$ _____

Spa Lump-Sum Price: \$ _____

Lazy River Lump-Sum Price: \$ _____

Heater per pool (Add additional detail per pool and how the heater operates, i.e., gas, electric, both, chiller additions, etc. though it is anticipated the District will only exercise the option to install a heater at the lazy river.):\$ _____

Lights per pool (Add additional detail per pool and identify the type of lights proposed to be utilized.): \$ _____

Other add-ons: \$ _____ (Specify what the additional options are and how they operate and attach additional pages if needed.)

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts. The price submitted shall be firm and final. No adjustments to allowances or the contract price shall be permitted for any reason, including but not limited to escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, gasoline, or any other costs or expenses. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the work required by the Contract Documents, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract with the District to fully perform all work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

TIME

Proposer must attach a detailed proposed schedule as a separate document.

The District desires the selected Contractor to commence and realize final completion of construction no later than March 8th.

Proposer is available to begin the work described in this Project Manual starting February 9th, 2026.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within _____ (____) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within _____ (____) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees that this Proposal shall be valid for a period of three hundred sixty-five (365) days from the date proposals are due. Proposer hereby acknowledges that any work provided, and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

(Signed)

(Print Name of Signatory)

This _____ day of _____, 202__.

(Corporate Seal)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202__.

(Notary Seal)

Notary Public/ Expiration Date

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
ORGANIZATION INFORMATION OF PROPOSER
POOL RESURFACING PROJECT**

DATE SUBMITTED: _____, 202__

1. Proposer _____ / ☐ / A Individual
(Company Name) / ☐ / A Partnership
/ ☐ / A Limited Liability Company
/ ☐ / A Corporation
/ ☐ / A Subsidiary Corporation
2. Proposer's Parent Company Name (if applicable) _____
3. Proposer's Parent Company Address (if applicable)
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
4. Proposer Company Address (if different)
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
5. List the location of Proposer's office that would perform Solterra Resort Community Development District work.
Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

—

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations?

Yes () No ()

If no, please explain _____

Date Incorporated _____ Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

—

Is the company in good standing with the state? Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

7. Is the Proposer company a registered or licensed contractor with the State of Florida?
Yes () No ()

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

- 7.2 Is the Proposer company currently registered or licensed as a Contractor with Polk County and will maintain such registration/licensure in good standing throughout the project duration and any warranty period? Yes () No () If yes, provide license/registration number: _____

8. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____
Single Project Limit \$ _____
Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

10. What are the Proposer's company's current insurance limits? (Please attach a current certificate of insurance demonstrating compliance with the minimum insurance requirements specified in the Form of Agreement for this Project.)

General Liability \$ _____
Automobile Liability \$ _____
Workers' Compensation \$ _____
Expiration Date _____

11. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes () No ()

If yes, please describe each violation fine, and resolution _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No ()

If yes, please describe the incident: _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the experience of the proposed project manager(s)?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

14. List any and all litigation to which the organization has been a party in the last five (5) years.

15. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

16. Identify all subcontractors Contractor intends to utilize for the project and describe the portion and percentage of work to be performed by each subcontractor. For each subcontractor, provide proof of appropriate licensing, insurance coverage, and safety record. Any change in subcontractors must be pre-approved in writing by the District. Attach additional sheets as necessary.

17. Provide three (3) references from projects of similar size and scope completed within the last five (5) years. Include detailed information relating to the work conducted for each reference including project value, completion date, as well as the name, address and phone number of a contact person. References from other special districts (CDDs) are preferred. All references must be verifiable.

Reference 1

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

Reference 2

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

Reference 3

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

[Remainder of Page Left Intentionally Blank]

[Signature Page to Organizational Information of Proposer]

The undersigned hereby irrevocably authorizes and requests any person, firm, corporation, governmental entity, or other organization to furnish any information requested by the Solterra Resort Community Development District or its authorized agents to verify any statements made in this application or its attachments, assess the Proposer's qualifications for the Project, or evaluate the Proposer's ability, standing, integrity, past performance, efficiency, and reputation. This authorization shall remain in effect for the duration of the Project and any warranty period. The undersigned waives any and all claims against any party providing information pursuant to this authorization.

_____ By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 202_.

(Corporate Seal)

Sworn to by means of ☐ physical presence or ☐ online notarization before me this _____ day of _____, 202_.

(Seal)

Notary Public/ Expiration Date

SUPERVISORY PERSONNEL

Company Name _____

Date _____

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) SS

_____, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_.

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

STATE OF _____)
)
COUNTY OF _____) SS

_____, is a member of the firm of _____,
being duly sworn, deposes and says that the statements and answers to the preceding questions are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion
of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the
District considers such action on the part of the Proposer to constitute good cause for rejecting
Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of
_____, 202__.

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

(title) _____
of the _____,
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_.

Notary Public / Expiration Date:

(SEAL)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Solterra Resort Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL

SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, *FLORIDA STATUTES*, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202_, by_____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA
COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a
(officer or principal) in the firm of _____ and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 202_.

Signature by authorized representative of Proposer

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202_, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Solterra Resort Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Solterra Resort Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.
4. If awarded the contract, the entity will immediately notify the Solterra Resort Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.

[Sworn Statement Signature Page]

STATE OF FLORIDA)
COUNTY OF _____)

Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 202_, by_____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Instructions

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars (Written)
\$_____ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, [name] _____, as [position] _____, on behalf of [company] _____ (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

COMPANY: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote
notarization by _____, as _____, of
_____ who is ☐ personally known to me or ☐ who produced
_____ as identification this _____ day of _____, 202__.

(Notary Seal)

Notary Public

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Solterra Resort Community Development District’s (“District”) request for proposals for landscape maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
4. The Proposer agrees through submission of the Proposal to honor all pricing information for three hundred sixty-five (365) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of _____ the _____ following _____ Addendum _____ No.’s: _____.
6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than January 16th , 2025 at 5:00 PM (EST))**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.
7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary

to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF

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

SOLTERRA RESORT CDD
POOL, SPA, AND LAZY RIVER RESURFACING PROJECT SCOPE SHEET

Project: Solterra Resort Amenity Center Pool, Spa, and Lazy River Resurfacing

Address: 5200 Solterra Boulevard, Davenport, Florida 33837.

Re: Complete resurfacing and installation of heating/cooling equipment for (1) Lazy River, (2) Spa, and (3) Family Pool (hereinafter collectively “Pools”).

Contractor’s proposal shall specify all manufacturer’s warranties, and Contractor shall provide a minimum warranty of workmanship for all work performed. All work provided for in the Project Manual shall be warranted by Contractor, at minimum, from commencement of work until twenty-four (24) months after final acceptance by all applicable regulatory authorities and the District.

Contractor must furnish all Supervision, Labor, Materials, and Equipment necessary to perform the following work:

1. Resurface of Pools

Exhibit A: Provided by Resort Pool Services “**Scope of work for Lazy River, Pool & Spa**”

Exhibit A:
Scope of work for Lazy River, Pool & Spa

DRAFT

RFP FOR SOLTERRA RESORT

Scope of work for Lazy River, Pool and spa

LAZY RIVER

Shut down system and drain lazy river and remove hydrostat

Remove all tile in the lazy river

Inspect and remove hollow plaster back to solid adhesion.

Remove Mushroom floor returns and replace with Hayward SP1424S white floor returns

Repair all chip out areas to make level

Install tile named

Acid wash pool and apply bond coat

Replace all main drains including frames and supply vgb certificates

Replace all white goods in the pool including zero entry grating.

Plaster pool only using Marquis plaster color

Additional work to be performed prior to plaster.

The lazy river currently does not have lights inside it. The Solterra resort wants to add lights to the lazy river and to the deck area to allow night swimming. Please supply a price with all relevant permitting to bring the river up to code to allow night swimming.

Only requirement on the lights on the deck is that the structure is black.

Please request any information you need to obtain the required permits to fully install lights on the deck and in the pool.

POOL AND SPA

Shut down system and drain pool and remove hydrostat

Remove all tile back to concrete shell

Inspect and remove hollow plaster back to solid adhesion.

Remove Mushroom floor returns and replace with Hayward SP1424S white floor returns

Repair all chip out areas to make level

Install tile named

Install gutter line tile 6x2 color

Acid wash pool and apply bond coat

Replace all main drains including frames and supply vgb certificates

Replace all white goods in the pool including zero entry grating.

Plaster pool only using Marquis plaster color

Additional work to be performed prior to plaster.

Solterra would like to install lights on the deck to allow night swimming. Also replace all lights inside the pool with new led lights. You will need to pull all relevant permits to have the lights installed and provide all paperwork showing final sign off from the relevant inspection to show night swimming is approved.

Only requirement on the lights on the deck is that the structure is black.

Please request any information you need to obtain the required permits to fully install lights on the deck.

INFORMATION NEEDED WHEN YOU SUBMIT YOUR BID

Please supply proof of CPC license number

Please supply insurance showing you have?

Please supply your website

Supply pricing for additional break out of plaster over a certain percentage.

Please confirm what warranties are on the plaster and labor and also light warranties on the deck.

Please also provide 3 people you have completed work for so we can reach out to discuss previous work you have completed.

The pool and river will be split into two separate jobs. The river will be completed first in February 2026 and the pool and spa will start in September 2026.

Please also include a cost to service the pool for the first 30 days after the pool has been filled in order for the warranty on the plaster to be valid. We do have a pool company willing to do this for you and they charge \$1 per square foot for the 30 days.

SECTION 3: FORM OF AGREEMENT

AGREEMENT FOR POOL RESURFACING PROJECT AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2026, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and having a mailing address of c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330, Orlando, Florida 32819 ("District"); and

[NAME OF CONTRACTOR/VENDOR], a [type of business entity], with a mailing address of [address] ("Contractor" and, together with the District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide the pool resurfacing, equipment installation, and maintenance services described herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement ("Services"); and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Scope.** Contractor shall provide the Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**, this Agreement controls. Should any error, inconsistency, or omission appear in the Services or

related documents, Contractor, before proceeding with the Services, must promptly notify the District in writing for the proper adjustment, and in no case proceed with the Services in uncertainty. Failure to notify the District of known errors, inconsistencies, or omissions shall constitute a waiver of any related claims by Contractor.

- B. *Property.*** This Agreement grants to Contractor the right to enter the District property that is subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein).
- C. *Permits and License.*** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- D. *Standard of Performance.*** Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials incorporated into the Services.
- E. *Means and Methods.*** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- F. *District Representative.*** Contractor shall report directly to Brian Mendes, who serves as District Manager, or his or her designee (the “District Representative”). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor’s activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days. If Contractor fails to make such repairs within the specified timeframe, the District may complete the repairs and deduct the cost from any amounts owed to Contractor or seek reimbursement from Contractor.
- G. *Timing.*** The Services shall commence no later than [start date] and shall be substantially complete no later than [end date], with final completion including all punch list items within thirty (30) days thereafter, unless otherwise agreed in writing by the Parties. Contractor shall notify the District Representative in writing immediately upon recognizing any potential for a delay delivering the Services

caused by itself or another contractor. Contractor must coordinate the Services with others performing work for the District as may be necessary to successfully and safely complete the Services or as the District directs.

- H. **Clean-Up.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials, debris, or rubbish caused by operations under the Agreement, and shall implement appropriate dust control measures during the Services to prevent contamination of the pool area and surrounding facilities. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor and may be applied as an offset to the final payment to Contractor.
- I. **Subcontractors.** Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

SECTION 3. COMPENSATION AND PAYMENT.

- A. **Amount.** The District shall pay Contractor a total of **[compensation amount]** (\$xxx), in accordance with unit prices set forth in **Exhibit A**, with 90% payable upon substantial completion and the remaining 10% payable upon final completion and acceptance by the District, including resolution of all punch list items, for the Services identified in **Exhibit A**. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. Contractor shall maintain records conforming to usual accounting practices.
- B. **Payments and Invoices.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. **Additional Services.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- D. *Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. TERM AND TERMINATION.

- A. *Term.*** This Agreement shall become effective as of the date first above written and shall terminate upon completion of the Services set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement.
- B. *Termination.*** The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials furnished by Contractor under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by the Contractor pursuant to this Agreement shall be warranted for labor and workmanship for at least five (5) years from the date of acceptance of the Services by the District, and any manufacturer warranties for materials shall be assigned to the District immediately upon completion. The term of any warranty described in **Exhibit A** attached hereto shall be incorporated in this Agreement by reference. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefor, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies,

Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, practices, and all applicable industry codes and guidelines for commercial pool resurfacing projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

SECTION 6. INSURANCE.

- A. **Limits.** The Contractor shall maintain throughout the term of this Agreement maintain insurance with limits of liability not less than the following:

Workers Compensation	In accordance with the laws of Florida
Employer's Liability Coverage	\$1,000,000 per accident or disease
General Liability*	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000/\$3,000,000
*Must include Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation	
Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed	
<i>Bodily Injury and Property Damage</i>	\$1,000,000 combined single limit

- B. **Requirements.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to

commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier maintaining an A.M. Best Rating of A-VII or better and licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

- C. ***Failure to Obtain Insurance.*** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. ***Indemnification by Contractor.*** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, and notwithstanding any limitation of liability set forth elsewhere in this Agreement, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- B. ***Limit.*** To the extent a limitation is required by law, the obligations under this section shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
- C. ***Obligations.*** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The

provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

- D. *Subcontractors.*** Contractor shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

SECTION 8. LIMITATION OF GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and the District expressly reserves all immunities, defenses, and limitations of liability afforded by law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including but not limited to all applicable building codes, permitting requirements, and safety regulations, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. If the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND ENFORCEMENT.

- A. **Remedies.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, consequential damages, and/or specific performance. The District shall also have the right to terminate this Agreement immediately upon written notice for cause.
- B. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.
- C. **Attorney Fees.** If either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
- D. **Third-Party Interference.** The District shall have the right, but not the obligation, to enforce its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement. Contractor shall cooperate with and assist the District in any such enforcement action at no additional cost to the District.
- E. **Claims for Construction Defects.** To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

SECTION 12. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. Contractor shall be solely responsible for all labor, materials, equipment, tools, supplies, permits, fees, and licenses required to perform the Services. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to Contractor: [CONTRACTOR]

Attn: _____

B. If to District: Solterra Resort Community Development District
c/o Rizzetta & Company, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth herein.

SECTION 14. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 15. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records

Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements and shall provide written certification to the District of such destruction within 30 days of the records' destruction. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law. Contractor acknowledges that the designated Public Records Custodian for the District is **Rizzetta & Company, Inc.**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 472-2471, BMENDES@RIZZETTA.COM, AND 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819.

SECTION 16. CONTRACTOR CERTIFICATIONS.

- A. *Capability.*** Contractor has the capacity to furnish (directly or by subcontract or through vendors) any tools, materials, supplies, equipment and labor necessary to complete the Services required of Contractor under this Agreement and Contractor has sufficient experience and competence to perform the Services under the Agreement and meets the qualification standards set forth herein.
- B. *Authorization.*** Contractor is authorized to do business in Polk County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Services.
- C. *E-Verify Requirements.*** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida*

Statutes, and Contractor shall be liable for any costs incurred by the District due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- D. *Scrutinized Companies.*** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- E. *Anti-Human Trafficking.*** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.
- F. *Public Entity Crimes.*** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- G. *Foreign Influence.*** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 17. MISCELLANEOUS.

- A. *Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- B. *Arm's Length Transaction.*** This Agreement has been negotiated fully between

the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- C. ***Execution.*** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties agree that electronic signatures may be used to sign this Agreement and shall have the same force and effect as a written signature.
- D. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- E. ***Agreement; Amendments.*** This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- F. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- G. ***Successors; Assignment.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any assignment shall require the assignee to assume all obligations under this Agreement. Any purported assignment without such approval shall be void.
- H. ***Authorization.*** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with

the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

☐ Chairperson/ ☐ Vice Chairperson,
Board of Supervisors
Date: _____

[CONTRACTOR]
By: _____
Print: _____
Its: _____
Date: _____

Exhibit A: Scope of Services

Exhibit B
Scope of Services

DRAFT

FORM OF PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> : <u>Telephone Number</u> :	Surety Name: Address <i>(principal place of business)</i> : <u>Telephone Number</u> :
Owner Name: Solterra Resort Community Development District Mailing address <i>(principal place of business)</i> : c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330 Orlando, Florida 32819 <u>Telephone Number: (407) 472-2471</u>	Contract Description <i>(name and location)</i> : Solterra Resort Community Development District Pool Project; Polk County, Florida Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None. See Para. 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> : <u>Telephone Number</u> :	Surety Name: Address <i>(principal place of business)</i> : <u>Telephone Number</u> :
Owner Name: Solterra Resort Community Development District Mailing Address <i>(principal place of business)</i> : c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330 Orlando, Florida 32819 <u>Telephone Number</u> : (407) 472-2471	Contract Description <i>(name and location)</i> : Solterra Resort Community Development District Pool Project; Polk County, Florida Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None. See Para. 34	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment

furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 15..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 15..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 116..1. The name of the Claimant;
 - 116..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 116..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 116..4. A brief description of the labor, materials, or equipment furnished;
 - 116..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 116..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

- 116..7. The total amount of previous payments received by the Claimant; and
- 116..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Tab 2



Proposal #: 643794

Date: 12/23/2025

From: Virginia Alvarez Cortes

Proposal for
Solterra CDD

Brian Mendes
Rizzetta & Company

bmenes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

Dead queen palm pool area-flush cut.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor			\$210.00
Dump Fee	1	\$70.00	\$70.00

Proposal to flush cut dead queen palm in pool area.



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	\$280.00
Sales Tax	\$0.00
Proposal Total	\$280.00

THIS IS NOT AN INVOICE



Proposal #: 643791

Date: 12/23/2025

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

Raise canopies/thin out oak trees along Pine Tree Trail

DESCRIPTION	AMOUNT
Tree Care	\$4,000.00
Proposal to raise canopies 12 feet and thin out total of 20 live oak trees.	
Remove dead wood/branches.	
Includes labor and debris removal from property.	
9 trees on exit side along pine tree trail.	
5 trees on entrance side along pine tree trail.	
6 trees behind monumental signs.	

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	\$4,000.00
Sales Tax	\$0.00
Proposal Total	\$4,000.00

THIS IS NOT AN INVOICE

Solterra oak trees need trimming.

Friday, December 19, 2025 2:17 PM

































Proposal #: 643800

Date: 12/23/2025

From: Virginia Alvarez Cortes

Proposal for
Solterra CDD

Brian Mendes
Rizzetta & Company

bmenes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

December 2025 irrigation repairs.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor			\$195.00
Spray Heads 6 Inch Rain Bird	3	\$5.13	\$15.39
Rain Bird 6" Rotor	2	\$14.87	\$29.74
Hunter 1 station decoder C1-zone 22	1	\$229.97	\$229.97

Proposal from December 2025 irrigation inspection report.

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	\$470.10
Sales Tax	\$0.00
Proposal Total	\$470.10

THIS IS NOT AN INVOICE

Tab 3

RESOLUTION 2026-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOLTERRA RESORT COMMUNITY DEVELOPMENT
DISTRICT ADOPTING AMENDED AND RESTATED RULES OF
PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

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

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

PASSED AND ADOPTED this 9th day of January 2026.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

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

EFFECTIVE AS OF JANUARY 9, 2026

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Rule 1.0 General.

- (1) The Solterra Resort Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, 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 at (813) 994-1001. 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 a 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 reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

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

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. 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 Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least 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 January 9, 2026, 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 4

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; 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 within Polk County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

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

WHEREAS, the District desires to adopt *Amended Rules Relating to Overnight Parking and Parking Enforcement* (“Policy”), attached hereto as **Exhibit A** and incorporated herein, pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the District has properly noticed for rule development and rulemaking regarding the Policy and a public hearing was held at a meeting of the Board on January 9, 2026; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Policy for immediate use and application.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein.

SECTION 2. The District hereby adopts the Policy, attached hereto as **Exhibit A**.

SECTION 3. If any provision of this Resolution or the Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[Continue onto next page]

PASSED AND ADOPTED this 9th day of January 2026.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: 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 January 9, 2026, 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.** 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.

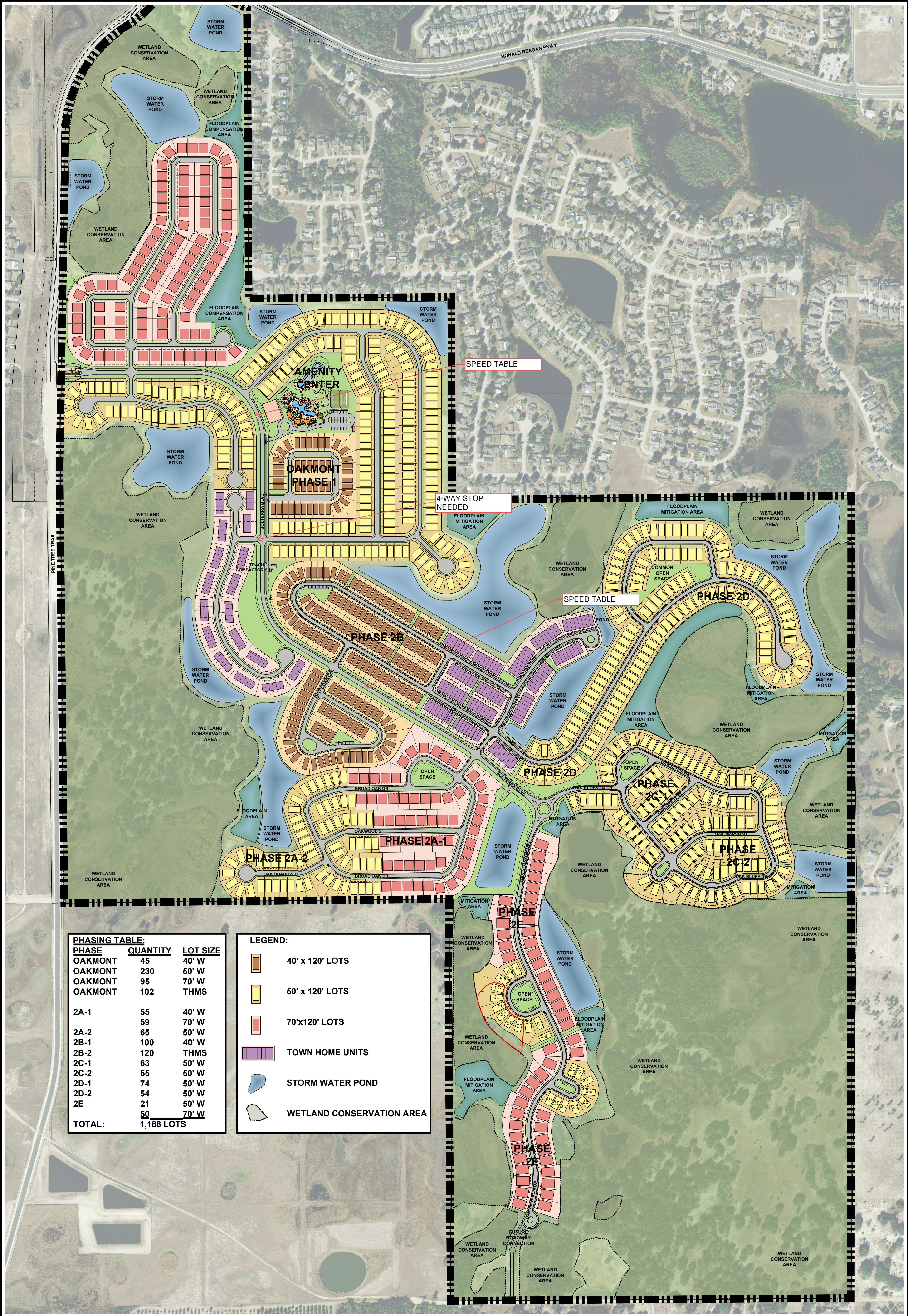
EXHIBIT A – Designated Parking Areas

EXHIBIT B – Overnight Passes Breakdown

Effective January 9, 2026

EXHIBIT A –*Designated Parking Areas*

[To begin on the following page.]



PHASING TABLE:		
PHASE	QUANTITY	LOT SIZE
OAKMONT	45	40' W
OAKMONT	230	50' W
OAKMONT	95	70' W
OAKMONT	102	THMS
2A-1	55	40' W
2A-2	59	70' W
2B-1	65	50' W
2B-2	100	40' W
2C-1	120	THMS
2C-2	63	50' W
2D-1	55	50' W
2D-2	74	50' W
2E-1	54	50' W
2E-2	21	50' W
2E-3	50	70' W
TOTAL:	1,188	LOTS

LEGEND:	
	40' x 120' LOTS
	50' x 120' LOTS
	70'x120' LOTS
	TOWN HOME UNITS
	STORM WATER POND
	WETLAND CONSERVATION AREA

Solterra Resort - Phase 1 and 2
Overall Master Plan Exhibit

Kolter Land Partners
Polk County, Florida

01-09-2019	MASTERPLAN GRAPHIC EXHIBIT	JC
01-03-2019	MASTERPLAN GRAPHIC EXHIBIT	JC
06-18-2018	MASTERPLAN GRAPHIC EXHIBIT	JC
05-24-2018	MASTERPLAN GRAPHIC EXHIBIT	JC
DATE:	DATE:	JOB #:
Note: This is a preliminary conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.		

SCALE: 1" = 300'
HALF SCALE 11" BY 17"

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone: (813) 253-5311
www.HeidtDesign.com

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R:\SOL TERRA RESORT\MASTER PLAN\LANDSCAPE ARCHITECTURE\GRAPHIC EXHIBITS\SOL TERRA OVERALL EXHIBIT - MCOLORDWG\LAYOUT\02-ARCH-D-PORTRAIT - JOSEPH COLLINS

EXHIBIT B –Overnight Passes Breakdown

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

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
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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
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5545 Misty Oak Circle	Single Family - 40' - 49'	4
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5252 Oakbourne Avenue	Single Family - 50'	5
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5332 Oakbourne Avenue	Single Family - 50'	5
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5211 Wildwood Way	Single Family - 50'	5
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4372 Acorn Court	Single Family - 50'	5
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4413 Acorn Court	Single Family - 50'	5
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7864 Oak Reflection Loop	Single Family - 50'	5
7860 Oak Reflection Loop	Single Family - 50'	5
7832 Oak Reflection Loop	Single Family - 50'	5
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7704 Oakmoss Loop	Single Family - 50'	5
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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

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

Tab 5

RESOLUTION 2026-09

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

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to appoint an Assistant Treasurer of the District.

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

SECTION 1. The following person is appointed to the following office shown:

Assistant Treasurer Gregory Rawlins

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

PASSED AND ADOPTED this 9th day of January 2026.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 6

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR 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; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize

limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
 - b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9TH DAY OF JANUARY 2026.

ATTEST:

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Tab 7

RESOLUTION 2026-11

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 A VENDOR AMENITY USAGE POLICY.

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 *Vendor Amenity Usage Policy* (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 **March 6, 2026, 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 9th day of January 2026.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Vendor Amenity Usage Policy

VENDOR AMENITY USAGE POLICY

This Vendor Amenity Usage Policy (the “Policy”) is intended to govern the use and access to the Solterra Resort Community Development District (the “District”) Amenities, as that term is defined in the District’s *Revised Amenities Rules & Policies*, as may be amended from time to time (the “Amenity Policies”) by Eligible Vendor Employees.

(1) Definitions.

- (a) “Access Pass” – shall mean the identification card, fob, or other access credential device issued to Eligible Vendor Employees.
- (b) “Amenity Policies” – shall mean the *Revised Amenities Rules & Policies* adopted by the District’s Board of Supervisors, as may be amended from time to time.
- (c) “Amenity Manager” – shall mean the professional management company with which the District has contracted to provide amenity management services to the District.
- (d) “Eligible Vendor Employee” – shall mean an employee of a Vendor of the District that spends at least twenty (20) hours per week working at or for the District.
- (e) “Vendor” – shall mean any company that is contracted with the District to provide continuing services to the District.

All capitalized terms not otherwise defined in this Part 1 shall have the meaning ascribed to them in the Amenity Policies of the Solterra Resort Community Development District, as amended from time to time.

- (2) **OPTION 1: Eligible Vendor Employee Usage Fee and Access Pass.** For Eligible Vendor Employees who wish to utilize the Amenities, the Eligible Vendor Employee Usage Fee shall be paid at the rates as set forth herein in **Exhibit A** to receive an Access Pass. The Eligible Vendor Employee Usage Fee and associated Access Pass shall permit Eligible Vendor Employee’s usage of the Amenities for a period of thirty (30) days. Proof of employment must be provided to the Amenity Manager prior to the issuance of the Access Pass, and access to the Amenities shall be limited to the term of employment or thirty (30) days, whichever is shorter. The Eligible Vendor Employee may renew their access to the Amenities as many times as desired as long as the qualifications for Eligible Vendor Employees are met and the Eligible Vendor Employee’s access is not and has not been subject to any disciplinary actions under the Amenity Policies and the Amenities Disciplinary Rule contained therein.

OPTION 2: Eligible Vendor Employee Access Pass. For Eligible Vendor Employees who wish to utilize the Amenities, the Eligible Vendor Employee shall request an Access Pass from the Amenity Manager. The Access Pass shall permit Eligible Vendor Employee’s usage of the Amenities for a period of thirty (30) days. Proof of employment must be provided to the Amenity Manager prior to the issuance of the Access Pass, and access to the Amenities shall be limited to the term of employment or thirty (30) days, whichever is shorter. The Eligible Vendor Employee may renew their access to the Amenities as many times as desired as long as the qualifications for Eligible Vendor Employees are met and the Eligible Vendor Employee’s access is not and has not been subject to any disciplinary actions under the Amenity Policies and the Amenities Disciplinary Rule contained therein.

- (3) **Usage Rules.** Eligible Vendor Employees utilizing the Amenities under this Policy must do so in accordance with the Amenity Policies and will be subject to the Amenities Disciplinary Rule contained therein. Furthermore, the following conditions shall apply:
- (a) The Amenity Manager is responsible for verifying eligibility of individuals requesting usage and for keeping current record of the Eligible Vendor Employees.
 - (b) Eligible Vendor Employees[, who have paid the Eligible Vendor Employee Usage Fee] may bring one (1) Guest while utilizing the Amenities.
 - (c) Access Passes issued to Eligible Vendor Employees are non-transferable and may not be utilized by the Eligible Vendor Employee on behalf of Guests, meaning Guests of the Eligible Vendor Employee must be accompanied by the Eligible Vendor Employee in accordance with requirements related to Guests usage of the Amenities pursuant to the Amenity Policies. Any transfer of an Eligible Vendor Employee Access Pass shall be deemed voided, and the violator(s) will be subject to the Amenities Disciplinary Rule procedures for facilitating or allowing unauthorized access to or use of the Amenities.
 - (d) Usage by Eligible Vendor Employees is not permitted on the following days:
 - i. New Year's Eve and New Year's Day; and
 - ii. Memorial Day; and
 - iii. Independence Day (Fourth of July); and
 - iv. Labor Day; and
 - v. Thanksgiving Day and Friday after Thanksgiving Day; and
 - vi. Christmas Eve and Christmas Day; and
 - vii. Weekend days (i.e., Saturdays and Sundays) in the months of June, July, and August; and
 - viii. Any days or times when Amenities capacity is limited, at the sole and exclusive discretion of the Amenity Manager.
 - (e) All Eligible Vendor Employees shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

EXHIBIT A
ELIGIBLE VENDOR EMPLOYEE USAGE FEE

TYPE	RATE
Eligible Vendor Employee Usage Fee	\$10.00 - \$30.00

Tab 8

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 **December 5, 2025, at 10:06 a.m.** at the **Solterra Resort Amenity Center** located at **5200 Solterra Boulevard, Davenport, Florida, 33837.**

Present and constituting a quorum:

Deborah Higham	Board Supervisor, Vice Chairman-Amenities
Bobby Voisard	Board Supervisor, Assistant Secretary-Security
Sumanth Neelam	Board Supervisor, Assistant Secretary-Budgets
Karan Wienker	Board Supervisor, Assistant Secretary-Landscaping

Also present were:

Brian Mendes	District Manager, Rizzetta & Company, Inc.
Matthew Mironchik	Field Inspection Services, Rizzetta & Company, Inc.
Joe Bullins	General Manager, Artemis Lifestyles
Savannah Hancock	District Counsel, Kilinski Van Wyk
Greg Woodcock	District Engineer, Stantec
Peter Witman	Yellowstone Landscape

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Mendes called the meeting to order at 10:06 AM and conducted the roll call, confirming quorum.

SECOND ORDER OF BUSINESS

Public Comment

No comments.

THIRD ORDER OF BUSINESS

General Managers' Monthly Updates

1. Holiday Décor Updates
2. Discussion of Passover Event Preparations

Ms. Hancock reviewed the vacant Board Seats and Resolution 2026- redesignating chair seat.

Ms. Higham commented about the applicants for the vacant Board Seat.

On a motion by Mr. Voisard, seconded by Mr. Neelam, with a 2-2 vote, Ms. Higham and Ms. Wienker opposing, the Board did not approve Mr. Voisard's nomination for Chairman and Ms. Higham Nomination for Vicechair, for Solterra Resort Community Development District.

Discussion ensued amongst the Board regarding the Boards vacancy and applicants.

Mr. Wienker made supporting comments that Mr. Meert is considering the vacant seat.

Ms. Higham commented on the changes the Board has made over the last year.

Mr. Neelam made supporting comments about Mr. Meert and stated the Board should consider a new Board member.

Mr. Voisard commented he is willing to consider or table the vacancy.

On a motion by Ms. Wienker, seconded by Ms. Higham, with a 3-1 vote, Mr. Neelam opposing, the Board approved to table the Board Seat's vacancy, for Solterra Resort Community Development District.

The members of the Board discussed motion for consideration of Chair and Vice Chair positions.

The Board discussed one another's accolades.

The Members of the board discussed having a successful staff in place.

On a motion by Mr. Voisard, seconded by Ms. Higham with a 3-1 vote, Mr. Neelam opposing, the Board approved of Ms. Higham as Chairperson and Mr. Voisard as Vice Chairperson for Solterra Resort Community Development District.

FOURTH ORDER OF BUSINESS

Landscape Maintenance Updates (Supervisor Wienker & Mr. Mendes)

1. Consideration of Amended Scope of Services
2. Clubhouse Pine Straw Project Updates

Mr. Mendes opened the discussion and reviewed the scope of services provided by Yellowstone Landscaping.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board directed District Staff to make a formal contract for landscaping services with Yellowstone Landscaping, for Solterra Resort Community Development District.

The Members of the Board And district staff discussed the terms of the landscaping agreement and determine options for future RFPs.

Mr. Witman with Yellowstone Landscaping commented on updates on the pine straw project.

The members of the board inquired about the pine straw slope beds.

Mr. Witman commented on the current pruning schedules throughout the community.

Mr. Witman stated he will provide a digital snapshot project, including optic systems for landscaping.

FIFTH ORDER OF BUSINESS

Aquatic Maintenance Updates

1. November Aquatics Report

Mr. Mironchik reviewed pond maintenance updates with the Members of the Board.

The Members of the Board and District Staff discussed the areas inspected in the report.

Mr. Mironchik stated he will provide a bid for fountain aerators.

Mr. Mendes stated he will send the current aquatics contract to Mr. Neelam

SIXTH ORDER OF BUSINESS

F&B Committee Updates

1. Updates on Licenses

2. Forecast Report for F&B 25-26 Budget (Artemis Team) (Under Separate Cover)

3. Funding for Café Credit Card

4. Updates on F&B Management Service Agreement

Sandra updated the Members of the Board on the current licensing status.

Sandra reviewed additional forms needed to complete licensing with the Board.

The District Staff stated they would work with café management on the needed amendment due to the licenses.

Ms. Hammock reviewed the current F&B service agreement with the Members of the Board and District Staff.

The Members of the Board inquired about the expenditure limits.

Mr. Mendes stated he will review with District Staff the F&B bank account opened under Solterra CDD.

The Board and District Staff reviewed in detail the F&B budgets and financial plan.

The meeting recessed at 12:48 p.m. and reconvened at 1:09 p.m.

Mr. Bullins reviewed the general manager updates with the Members of the Board.

Mr. Bullins reviewed proposals for tech update project with the Board.

On a motion by Mr. Voisard, seconded by Mr. Neelam, with all in favor, the Board approved Empower proposal, EAST3T-1, for Solterra Resort Community Development District.

The Board directed District Staff to follow up on the banner and installation project that remains incomplete and is owed to the district.

Ms. Hamock stated she will send a demand notice to vendor.

The Board discussed holiday banners and requested a revised scope of services.

Ms. Hammock reviewed staff requests for amenity usage.

The Members of the Board reviewed in detail the amenity usage.

District Staff stated they would work on drafting terms of amenity usage request.

FIFTH ORDER OF BUSINESS

**Budget Updates
(Supervisor Neelam & Mr.
Mendes)**

1. Investment Options
2. Reserve Study
3. F&B

Mr. Mendes stated he is working with senior leadership to present investment options for the January/February meeting.

Mr. Mendes recommended to the Board to keep the reserve minimum annually until 2029 for \$347,000 and our budget currently is \$453,000, After 2029 dropping the reserve minimum to \$196,000 (chart page 12 of study).

Mr. Mendes Stated that the F&B budget prep is pending Artemis teams forecast and updated numbers.

Mr. Mendes reviewed budget updates with the Members of the Board.

174
175 Mr. Mendes Reviewed accounts for investment with the Members of the Board.

176
177 Mr. Mendes Stated he will follow up with supervisor Neelam, Kayla and Scott regarding the
178 investment accounts

179
180 An in-depth discussion ensued amongst the Board regarding the budgets.

181
182 **SEVENTH ORDER OF BUSINESS**

Staff Reports

183
184 A. District Engineer
185 1. Utility Box Painting Updates

186
187 Mr. Woodcock updated the Members of the Board on the utility box painting project.

188
189 The Members of the Board discussed options for artwork.

190
191 Mr. Woodcock and District Staff stated they will contact Polk County for artwork options.

192
193 B. District Counsel

194
195 Ms. Hammock Updated the members of the board on discussions with bond council
196 regarding the food and beverage operation.

197
198 Ms. Hammock reviewed capacity of new bonds that are available if needed.

199
200 Ms. Hammock stated she is still working on cell tower of approval.

201
202 Mr. Mendes stated he would review with the financial team whether the surplus in the
203 investment accounts is earning positive interest and the board requested additional options
204 for interest-earning accounts.

205
206 Ms. Hammock commented on upcoming ethics training for the board members.

207
208 C. District Manager
209 1. Updates on Solterra Resort Sign Project

210
211 Mr. Mendes informed the Board of the current budget updates stating the landscape RFP is
212 in progress and that Yellowstone has sent a revised scope of services.

213
214 Mr. Mendes stated that he is scrubbing the monthly bill against current contracts, and
215 ensuring all invoices are being coded to proper line items for accurate budget period, this
216 will ensure an accurate propped budget.

217
218 Mr. Mendes stated the cafe amenities budget will be separated from general fund revenue
219 and expenses; amenities will be separated from cafe to ensure accuracy.

220
221 The Members of the Board discussed and reviewed the current contracts.

The Board reviewed the landscape RFP options currently available.

An in-depth discussion ensued amongst the Members of the Board regarding budget allocations.

Mr. Mendes stated he would set separate all budgets to general reserve fund, and food and beverage.

Mr. Mendes stated he would include bids of consulting services and examples.

Ms. Hammock stated she would send the reserve account information to Mr. Neelam.

EIGHTH ORDER OF BUSINESS

**Consideration of the Meeting Minutes
of the Board of Supervisors Meeting
Held on November 7, 2025**

Mr. Mendes presented the meeting minutes of the Board of Supervisors Meeting held on November 7, 2025, to the Board Members and asked if there were any questions or revisions.

No revisions were requested.

On a motion by Mr. Voisard, seconded by Mr. Neelam, with all in favor, the Board approved the Meeting Minutes of the Board of Supervisors Meeting Held on November 7, 2025, for Solterra Resort Community Development District.

NINTH ORDER OF BUSINESS

Ratification of District Items

1. Amazon Design Graphics, Inc. Light Pole
Banner Printing & Installation

Mr. Mendes presented the proposals for consideration for pool services to the members of the board.

On a motion by Ms. Higham, seconded by Mr. Neelam, with all in favor, the Board approved Resort Pools agreement for pool services, for Solterra Resort Community Development District.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved to terminate current pool services with Spies and pool service vendor, for Solterra Resort Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Pool Resurface
Proposals**

Mr. Mendes reviewed the pool resurface proposals for consideration with the Members of the Board stating NV's price is \$369,000, Vermana's price \$391,590.00, and Arinton's pricing of \$345,300.

The Members of the Board reviewed the proposals for consideration in detail.

Ms. Higham requested the scope of work to include red, green and blue lights on all replacements, and also to include lighting in the lazy river.

TWELFTH ORDER OF BUSINESS

Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures

1. Memorandum: Updated Provisions of the District's Rules of Procedures
2. Amended and Restated Rules and Procedures

Ms. Hammock reviewed Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures, with the Members of the Board and commented on new legislation updates.

The Members of the Board proposed a public hearing date of January 9th, 2026.

Mr. Mendes stated he will gather ads from District Counsel and run ads accordingly.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board adopted Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures, for Solterra Resort Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Pool Resurfacing Project

1. Vermana
2. Arington
3. NV

Mr. Mendes presented the Pool resurfacing RFP for the Boards consideration.

The District Staff stated they will proceed with requesting RFPs at the Boards direction, completing the lazy river resurface in February 2026 and the pool resurface in September 2026.

On a motion by Ms. Higham seconded by Ms. Wienker, with all in favor, the Board approved \$500 consulting for for Scope of work for pool resurfacing services, for Solterra Resort Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of Landscape Consulting Services

1. Sunscape Consulting

Mr. Mendes presented the Sunscape Consulting services to the Members of the Board and reviewed the terms of the contract in depth.

The Members of the Board and District Staff discussed in depth the consideration of landscape consulting services.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved Sunscape Consulting services for a monthly cost of \$ \$2,150 and annual cost of \$25,800, in substantial form, for Solterra Resort Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

**Resolution 2026-06, Designating
Officers**

1. Presentation of Vacant Seat Applicants

This agenda item was discussed in the fifth order of business. *

SIXTHTEENTH ORDER OF BUSINESS

Shade Session

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, The Board opened the shade session at 2:45 p.m., for Solterra Resort Community Development District.

The Members of the Board conducted the shade session.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board closed the shade session at 3:15 p.m., for Solterra Resort Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Supervisor Requests &
Audience Comments**

No requests or comments.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Higham, seconded by Mr. Voisard, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 3:15 p.m. for Solterra Resort Community Development District

[SIGNATURES ON FOLLOWING PAGE]

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Tab 9

AGREEMENT FOR LANDSCAPE MANAGEMENT SERVICES

THIS AGREEMENT (the “Agreement”) is made effective this 1st day of January 2026, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located within Polk County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

SUNSCAPE LANDSCAPE MANAGEMENT SERVICES, INC. D/B/A SUNSCAPE CONSULTING, a Florida corporation, with a mailing address of 735 Primera Boulevard, Suite 145, Lake Mary, Florida 32746 (the “Consultant,” together with the District, the “Parties,” and separately “Party”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the “Act”); and

WHEREAS, the District desires to retain an independent contractor to provide landscape management services for certain lands within the District; and

WHEREAS, Consultant represents that it is qualified to serve as a landscape management consultant and has agreed to provide services to the District as more particularly described in Consultant’s proposal attached hereto as **Exhibit A**, and incorporated herein (the “Services”); and

WHEREAS, the District finds that entering into this Agreement with Consultant to provide Services is in the best interest of the District.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that Consultant provide professional Services within presently accepted industry standards. Upon all Parties executing this Agreement, Consultant shall provide the District with the specific services as set forth in this Agreement and **Exhibit A** attached hereto.

- B. While providing the Services, as may be amended from time to time in writing between the Parties, Consultant shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.
- C. Consultant shall provide the specific professional Services as described in Paragraph 3 of this Agreement.

3. SCOPE OF SERVICES. The duties, obligations, and responsibilities of Consultant are those described in this Agreement and the attached **Exhibit A**. Consultant shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONSULTANT'S PERFORMANCE. Consultant agrees, as an independent contractor, to undertake work and/or perform or have performed such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Consultant. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all Services by Consultant under this Agreement and related to this Agreement, including any additional services or work authorized by an amendment, addendum or work authorizations issued pursuant to this Agreement, shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda or work authorization but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Consultant as if described and delineated in this Agreement.
- B. Consultant agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes Consultant, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services.
 - (1) The District hereby designates the District Manager and his or her representative to act as the District's representative.
 - (2) Consultant agrees to meet with the District's representative no less than one (1) time per month to discuss conditions, schedules, and

items of concern regarding this Agreement, or more frequently as may be required.

- D. Consultant shall use all due care to protect the property of the District, its residents, and landowners from damage. Consultant agrees to commence repair of any damage resulting from Consultant's activities and work within twenty-four (24) hours.
- E. The District may withhold compensation for all or portions of the Services not adequately performed, as determined in the District's reasonable discretion, until such time as the Services are adequately performed and deficiency items addressed.

5. COMPENSATION; TERM.

- A. As compensation for Services described in this Agreement, the District agrees to pay Consultant **Two Thousand One Hundred Fifty Dollars and No Cents (\$2,150.00)** per month for an annual total not to exceed **Twenty-Five Thousand Eight Hundred Dollars and No Cents (\$25,800.00)**.
- B. The initial term of this Agreement shall begin upon execution of this Agreement through September 30, 2026, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for four (4) one (1) year terms unless terminated earlier in accordance with Section 13 below.
- C. If the District should desire additional work or services, or to add additional lands to be maintained, Consultant agrees to negotiate in good faith to undertake such additional work or services in accordance with the unit prices set forth in **Exhibit A** or upon a negotiated price between the Parties. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization(s) or change order(s) to this Agreement. Consultant shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Consultant unless done at the written direction of the District.
- D. The District may require, as a condition precedent to making any payment to Consultant, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Consultant provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Consultant, in a form satisfactory to the District, that any indebtedness of Consultant, as to services to the

District, has been paid and that Consultant has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- E. Consultant shall maintain records conforming to usual accounting practices. Further, Consultant agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall include such supporting information as the District may reasonably require Consultant to provide. The District's payments shall be remitted in accordance with Florida's Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes.

6. INSURANCE.

- A. Consultant or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering Consultant's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders, with the exception of Workers' Compensation and Employer's Liability coverages. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with

this requirement. All above-referenced insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Consultant agrees to defend, indemnify and hold harmless the District and its officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Consultant. Consultant further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by Consultant shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt

of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

9. LIENS AND CLAIMS. Consultant shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Consultant shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Consultant's performance under this Agreement, and Consultant shall immediately discharge any such claim or lien. In the event that Consultant does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that Consultant may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that Consultant may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. Consultant agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Consultant. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to Consultant. Upon any termination of this Agreement, Consultant shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Consultant.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Consultant to perform under this Agreement shall be obtained and paid for by Consultant.

15. ASSIGNMENT. Neither the District nor Consultant may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Consultant shall be acting as an independent contractor. Neither Consultant nor employees of Consultant, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Consultant, if there are any, in the performance of this Agreement. Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Consultant is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and Consultant relating to the subject matter of this Agreement. **Exhibit A** attached hereto is provided to clarify the terms of the Agreement. To the extent that any terms and provisions of **Exhibit A** conflict with the terms and provisions of this Agreement, this Agreement shall control.

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

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Consultant, both the District and Consultant have complied with all the requirements of law, and both the District and Consultant have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement (the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to District: Solterra Resort CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kilinski | Van Wyk, PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Consultant: SunScape Landscape Management Services,
Inc. d/b/a SunScape Consulting
735 Primera Boulevard, Suite 145
Lake Mary, Florida 32746
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Consultant may deliver Notice on behalf of the District and Consultant. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth herein.

23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Consultant and their respective representatives, successors, and assigns.

24. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective upon the date first written above and shall remain in effect through September 30, 2026, unless terminated earlier by either the District or Consultant in accordance with the provisions of this Agreement.

26. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Brian Mendes** of Rizzetta & Company, Inc. (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Consultant, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 994-1001, BMENDES@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

27. E-VERIFY. Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Consultant has knowingly violated Section 448.091, *Florida Statutes*. If Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify Consultant. Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Consultant represents that no public employer has terminated a contract with Consultant under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

28. FOREIGN INFLUENCE. Consultant understands that under Section 286.101, *Florida Statutes*, that Consultant must disclose any current or prior interest, any contract with, or any grant or gift from a Foreign country of concern as that term is defined within the above referenced statute.

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

30. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Consultant as an arm's length transaction. The District and Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

31. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Consultant represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Consultant shall immediately notify Owner. If Consultant is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Contract.

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

33. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Consultant certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Consultant agrees to execute an affidavit, in compliance with

Section 787.06(13), *Florida Statutes*.

34. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective on the day and year first written above.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Vice/Chairperson, Board of Supervisors

**SUNSCAPE LANDSCAPE
MANAGEMENT SERVICES, INC.
D/B/A SUNSCAPE CONSULTING, a
Florida corporation**

MSGahn

Print Name: _____
Title: _____

Exhibit A: Scope of Services

Exhibit A

Scope of Services

SunScape Scope of Service – Monthly Inspections – Solterra Resort

SunScape will perform for Client's benefit the following Services, in association with the Agreement for Landscape Management Services, dated January 1, 2026:

1. Development of a landscape maintenance program, including the development of scope of work and all related contract documents.
2. Management of bid solicitation for the landscape maintenance contract; not to exceed one occurrence every two years.
3. Provide input for the landscape program budget based on the specific needs of the Client.
4. Assist in the selection of annuals and/or perennials for flower beds and containers, as applicable on each property.
5. Oversight of arbor care needs, including the identification of maintenance, control, and care of hardwood trees on the property under \$5,000 in value.
6. Oversight of major storm related cleanup of the landscape including hardwood trees under \$5,000 in value.
7. Management and identification of issues and ongoing care needs for conservation boundaries and storm damage repairs.
8. Layout, pricing, and supervision of incidental landscape enhancements under \$5,000 in value.
9. Management of irrigation system operation and associated requests for adjustment, service repairs under \$5,000 in value.
10. Assist in the investigation and resolution of Client's requests, inquiries and complaints regarding the landscape maintenance program, contractors or other issues related to the property.
11. Oversight of contractor's lawn and ornamental program to ensure proper nutritional levels and the timely control of plant and turf damaging insects and disease.
12. Perform monthly landscape inspections reviewing contractor compliance with the landscape agreement specifications followed by a formal report.

13. Monitoring landscape elements throughout the property, reporting to Client any discovered problems, and managing any associated Client requests to repair and replace problematic hardscape elements under \$5,000 in value.
14. Management of arbor care work, major storm cleanup, landscape enhancements, large irrigation system repairs or hardscape projects over \$5,000 in value can be managed under a separate agreement for a project management fee of 8.5% of total project amount.

Tab 10



FLORIDA
INSURANCE
ALLIANCE

Managing the Risks and Rewards of Using Volunteers at Your District

Volunteers bring enthusiasm and a can-do attitude that can really make a difference. They can assist with a variety of tasks, from helping at community events to beautifying common areas, and that can translate to savings for the district. But here's the thing: *managing volunteers isn't quite as simple as a walk in the park* (though volunteers might be helping to maintain those parks!). It involves careful planning, a dash of caution, and a good understanding of how to keep everyone safe and sound. This guide will help you navigate the ins and outs of using volunteers effectively, so you can make the most of their contributions while minimizing potential risks.

We Can Use Volunteers for That, Right?

Before you jump into recruiting an army of helpers, it's wise to pause and consider whether using volunteers is the right move for a particular task.

- What exactly are you trying to achieve? Sometimes, hiring a professional vendor might be the more efficient or appropriate option. This also provides an opportunity to transfer risk away from the district.
- While saving money is often a motivator, it shouldn't be the *only* one. Ask yourself: *Should* we use volunteers for this? Could this endeavor cost us more in the long run? Are we creating a liability exposure?
- Here are some key questions to consider:
 - What sort of tasks are the volunteers going to do for the district and what are the potential hazards or risks associated with those tasks? How will we control those risks?
 - How many and what ages of volunteers will we have? Do we have the capacity to provide proper supervision?
 - What sort of structure is in place to manage, train, and monitor the volunteers?

A Word on Tasks Not Suitable for Volunteers

It's important to think about what volunteers shouldn't be doing. This protects both the volunteers and the district while helping to mitigate liability. Examples of tasks that are generally not appropriate for volunteers include:

- **Professional Services:** Any work requiring professional licensure or certification. This includes, but is not limited to, electrical work, plumbing, structural or building construction, herbicide application, fitness instruction, or any medical services. These tasks usually require specialized knowledge, training, and certifications. Allowing unqualified volunteers to perform them creates a significant risk of faulty work, injuries to others, or damages. If something goes wrong, the district could be viewed as negligent in using unqualified individuals.

- **Working at Heights:** Tasks that involve working at heights, such as using ladders over 6 feet or working on scaffolding. Falls from heights can result in serious injuries, and volunteers may not have the necessary training or equipment to perform such tasks safely. Districts may be held responsible if volunteers are not properly trained or equipped for such work, or if the equipment is faulty.
- **Use of Hazardous Powered Equipment:** Operating heavy machinery or power equipment that requires specialized training. Examples include chainsaws, high-pressure power washers, and similar equipment. These machines can cause serious injuries if mishandled. This exposes districts to significant liability if volunteers are injured due to inadequate training, lack of protective gear, or equipment malfunction.
- **Transportation:** Transporting individuals (residents, staff, other volunteers) in any vehicle on behalf of the district, even if the vehicle is not owned by the district. Transportation of individuals carries a high risk of accidents and potential lawsuits. The district could be held accountable for facilitating the negligent operation of a vehicle and incidents involving passengers.



When in doubt, err on the side of caution. Safer options include community beautification projects, event support, or neighborhood cleanup.

Protecting the District and Volunteers

The use of volunteers creates a risk exposure for the district. A primary source can stem from injuries to volunteers and that's where workers' compensation comes in. This is a type of insurance that can provide benefits to individuals who are injured while performing work-related duties. To understand why this is relevant to district volunteers, it's important to be aware these points from Florida statutes:

- Florida Statute 440.02(15)(d)6 addresses the definition of "employee" for workers' compensation purposes. It generally excludes "volunteers" from being considered employees, **but there's a key exception:** this exclusion does *not* apply to a volunteer worker for the state, or a county, municipality, or other governmental entity.
- Florida Statute 440.02(17)(b) further defines "employment" in a way that includes "employment by the state and all political subdivisions thereof and all public and quasi-public corporations therein, including officers elected at the polls."
 - **What this means for special districts:** Given that districts are local governmental entities, these statutes indicate that district's using volunteers without a workers' compensation policy have an uninsured exposure. The same can be said for board members, particularly those who play a more active role in the community beyond just board meeting attendance.

The definitions of "employee" and "employment" used above is only in the context of workers' compensation coverage in Florida. If your district does not have staff that is directly employed by the district, meaning not through a third party, it may not have any form of workers' compensation coverage. Fortunately, FIA has developed a volunteer workers' compensation coverage option to meet this need.

Operational Strategies: Happy Volunteers, Happy Districts

These are the day-to-day strategies for managing your volunteers effectively. A comprehensive Volunteer Safety Program is a must.

- **Recruitment and Screening:** Implement a process to gather information about volunteers' skills, experience, and any physical limitations. For roles involving supervision, care, and direct interaction with vulnerable populations, such as minors, background checks may be warranted. This could include assisting with youth programs like "camps," or acting as Santa or the Easter Bunny.

- **Clear Job Descriptions:** Provide clear job descriptions for each volunteer role, outlining the tasks, required skills, time commitment, and reporting structure. This helps volunteers understand their expectations and boundaries. Including this on or as an addendum to volunteer consent forms is a good idea.
- **Training and Orientation:** Provide volunteers with an orientation covering volunteer policies, safety procedures, and emergency protocols. Task-specific training should be provided to ensure volunteers are competent and confident in their assigned duties.
- **Supervision:** Supervisors should be trained on potential hazards and be readily available to answer questions and address concerns. Maintain open communication channels between volunteers and supervisors.
- **Safety Equipment:** Provide what's needed, whether it's vests for a cleanup or gloves for gardening.
- **Volunteer Handbook:** A detailed volunteer handbook outlining policies, procedures, code of conduct, safety guidelines, responsibilities, and prohibited activities is an invaluable resource for both the CDD and its volunteers. Be sure to address guidelines on appropriate clothing, sun protection, hydration, and other potential hazards.
- **HOA Volunteers Working on District Property:** When an HOA or similar entity engages volunteers to work on district property, it's essential to clarify who holds ultimate responsibility for these volunteers. Generally, if the HOA is supervising, leading, or directing the volunteers, then the HOA is responsible for the volunteers' actions, safety, and related insurance.

Minors: Extra Considerations

Volunteers under 18 can be a wonderful asset, but they require extra care.

- Have a clear policy on parental consent and supervision requirements.
- Be mindful of restrictions on working hours, prohibited hazardous occupations, and the need for adequate supervision. Ensure tasks are age-appropriate and match the maturity and physical capabilities of the young volunteers.
- Ensure volunteer policies address appropriate interaction and boundaries when minors work with adults.

Volunteer Agreements and Liability Waivers

To further protect the district and clarify the volunteer relationship, it is highly recommended to utilize both a volunteer agreement and a liability waiver. These forms should clearly define the relationship between the district and the volunteer.

- Outline the scope of volunteer activities.
- Set expectations for both parties.
- Acknowledge the potential risks associated with volunteering.
- Acknowledge the receipt of the volunteer handbook.
- Include a release of liability to protect the district from claims for unintentional injuries or damages.
- Ensure these documents are reviewed by legal counsel to ensure they provide the intended protection.

Conclusion: Volunteers – A Valuable Asset When Managed Wisely

Using volunteers can be a win-win for districts and the community. By understanding the legal and operational aspects, implementing sound risk management practices, and prioritizing safety, districts can create successful volunteer programs that benefit everyone involved.

SAMPLE VOLUNTEER SERVICE AGREEMENT

This Volunteer Service Agreement ("Agreement") is made and entered into as of [Date] by and between [Name of CDD], a Community Development District in the State of Florida ("CDD"), and [Volunteer Name] ("Volunteer").

1. The purpose of this Agreement is to define the terms and conditions of the volunteer service arrangement between the CDD and the Volunteer. Volunteer desires to provide volunteer services to CDD as described below [or attached as Exhibit "A"]. Volunteer agrees to perform the volunteer services as described and confirms that they have the skills and ability to perform them, and that they have no physical or mental disability which would prevent them from performing the duties, or place others or myself at risk of injury.

Volunteer Duties: _____

2. Volunteer understands that the activities involved in volunteer services contain an element of hazard or risk. Volunteer recognizes the inherent danger involved and takes full responsibility for their actions, safety, and physical condition. This includes but is not limited to: physical exertion, exposure to weather conditions, contact with plants or animals, the possibility of accidents or injuries while performing tasks such as cleanup, decorating, or assisting with events.

3. In consideration of the permission granted me by the District, to participate as a volunteer to and within the District and any and all activities or events related to this volunteer assignment, I the Undersigned for myself, my heirs, assigns and administrators, HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE DISTRICT AND ITS AGENTS, OFFICERS AND EMPLOYEES from all liability to the Undersigned, my heirs, assigns and administrators, of and from all claims and demands, actions and causes of action of any kind (inclusive of claims for personal injuries and property damage), damages, losses and liabilities, costs, expenses and unknown, foreseen and unforeseen damages and consequences thereof, caused by or arising out of my participation in any volunteer assignment, except any workers' compensation benefits to which the volunteer may be entitled to under Florida Workers' Compensation law. I HEREBY AGREE TO INDEMNIFY THE DISTRICT AND ITS AGENTS, OFFICERS AND EMPLOYEES from any claims and demands, actions and causes of action of any personal injuries and property damage), damages, losses and liabilities, costs, expenses and unknown, foreseen and unforeseen damages and consequences thereof, caused by or arising out of my participation in any volunteer assignment.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Residents, members, and guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla. Stat. 768.28.

4. I understand that if I use a privately owned vehicle on District business that the District is not liable for damages incurred either to me, the vehicle or to others.

5. I will perform my services in compliance with the policies, procedures and guidelines established and will honor the decision of the District to suspend or terminate my service.

6. I acknowledge receipt of the District's volunteer guidelines.

Volunteer acknowledges that they have read, understood, and agree to all the terms and conditions of this Agreement.

Volunteer Name:

Signature and Date:

Tab 11

Resort Pool Services DBA
14525 Johns Lake Rd
Clermont, FL 34711 US
+1 3216896210
resortinvoice@gmail.com



Estimate 1292

ADDRESS Soltera Resort CDD	DATE 12/09/2025	TOTAL \$4,050.00	

ACTIVITY	QTY	RATE	AMOUNT
Stenna Pump 45 M5 supply stenna pumps for pool spa and river 3 for acid 1 chlorine	4	650.00	2,600.00
Stenna Pump 85 M5 supply stenna pump for pool and river both chlorine pumps	2	725.00	1,450.00

TOTAL	\$4,050.00
-------	------------

THANK YOU.

Accepted By

Accepted Date

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



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

SOLTERRA
5200 SOLTERRA BLVD
DAVENPORT, FL 33837

10/22/2025

ATTN: MANAGER

THIS BID IS FOR REPAIRS TO THE EXISTING EQUIPMENT PACKS. SPIES WILL INSTALL 2 NEW HYDRAULIC ROOF JACKS AND HARWARE ON THE SPA, TWO AT THE POOL AND LAZY RIVER EQUIPMENT PACKS. THE PRICE INCLUDES LABOR AND ABOVE LISTED MATERIALS FOR THE REPAIR.

TOTAL \$4,530.00

PRICE IS GOOD FOR 30 DAYS FROM BID DATE ABOVE.

ACCEPTED AND AGREED:

BY: _____
TITLE: _____
DATE: _____

REGARDS,

JOHN DILLON
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

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



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

SOLTERRA CDD
5200 SOLTERRA BLVD
DAVENPORT, FL 33837

10/30/2025

ATTN: RANDY

THIS BID IS TO REBUILD THE **POOL** AUTOFILL SYSTEM AND REPAIR THE **LAZY RIVER** AUTOFILL. SPIES WILL INSTALL NEW SCH80 PVC PIPE, FITTINGS, BALL VALVES, TORO VALVE, NEW FLOAT BASIN, STATIC LINE, HOSE BIB AND VACUUM BREAKER ON THE POOL. WE WILL ALSO INSTALL A NEW TORO VALVE AND FLOAT BASIN ON THE LAZY RIVER AUTOFILL. THE PRICE INCLUDES ABOVE MATERIALS AND LABOR FOR THE REPAIR.

TOTAL \$1,265.00

PLEASE NOTE: IF ANY OTHER PARTS ARE NEEDED TO COMPLETE THE REPAIR THEY WILL BE INSTALLED AND BILLED AS AN EXTRA TO THE BID.

PRICE IS GOOD FOR 30 DAYS OF BID DATE ABOVE.

ACCEPTED AND AGREED:

BY: _____
TITLE: _____
DATE: _____

REGARDS,

JOHN DILLON
SERVICE MANAGER
SPIES POOL INC.
CP C04320

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

Tab 12

VENDOR AMENITY USAGE POLICY

This Vendor Amenity Usage Policy (the “Policy”) is intended to govern the use and access to the Solterra Resort Community Development District (the “District”) Amenities, as that term is defined in the District’s *Revised Amenities Rules & Policies*, as may be amended from time to time (the “Amenity Policies”) by Eligible Vendor Employees.

(1) Definitions.

- (a) “Access Pass” – shall mean the identification card, fob, or other access credential device issued to Eligible Vendor Employees.
- (b) “Amenity Policies” – shall mean the *Revised Amenities Rules & Policies* adopted by the District’s Board of Supervisors, as may be amended from time to time.
- (c) “Amenity Manager” – shall mean the professional management company with which the District has contracted to provide amenity management services to the District.
- (d) “Eligible Vendor Employee” – shall mean an employee of a Vendor of the District that spends at least twenty (20) hours per week working at or for the District.
- (e) “Vendor” – shall mean any company that is contracted with the District to provide continuing services to the District.

All capitalized terms not otherwise defined in this Part 1 shall have the meaning ascribed to them in the Amenity Policies of the Solterra Resort Community Development District, as amended from time to time.

- (2) **OPTION 1: Eligible Vendor Employee Usage Fee and Access Pass.** For Eligible Vendor Employees who wish to utilize the Amenities, the Eligible Vendor Employee Usage Fee shall be paid at the rates as set forth herein in **Exhibit A** to receive an Access Pass. The Eligible Vendor Employee Usage Fee and associated Access Pass shall permit Eligible Vendor Employee’s usage of the Amenities for a period of thirty (30) days. Proof of employment must be provided to the Amenity Manager prior to the issuance of the Access Pass, and access to the Amenities shall be limited to the term of employment or thirty (30) days, whichever is shorter. The Eligible Vendor Employee may renew their access to the Amenities as many times as desired as long as the qualifications for Eligible Vendor Employees are met and the Eligible Vendor Employee’s access is not and has not been subject to any disciplinary actions under the Amenity Policies and the Amenities Disciplinary Rule contained therein.

OPTION 2: Eligible Vendor Employee Access Pass. For Eligible Vendor Employees who wish to utilize the Amenities, the Eligible Vendor Employee shall request an Access Pass from the Amenity Manager. The Access Pass shall permit Eligible Vendor Employee’s usage of the Amenities for a period of thirty (30) days. Proof of employment must be provided to the Amenity Manager prior to the issuance of the Access Pass, and access to the Amenities shall be limited to the term of employment or thirty (30) days, whichever is shorter. The Eligible Vendor Employee may renew their access to the Amenities as many times as desired as long as the qualifications for Eligible Vendor Employees are met and the Eligible Vendor Employee’s access is not and has not been subject to any disciplinary actions under the Amenity Policies and the Amenities Disciplinary Rule contained therein.

- (3) **Usage Rules.** Eligible Vendor Employees utilizing the Amenities under this Policy must do so in accordance with the Amenity Policies and will be subject to the Amenities Disciplinary Rule contained therein. Furthermore, the following conditions shall apply:
- (a) The Amenity Manager is responsible for verifying eligibility of individuals requesting usage and for keeping current record of the Eligible Vendor Employees.
 - (b) Eligible Vendor Employees[, who have paid the Eligible Vendor Employee Usage Fee] may bring one (1) Guest while utilizing the Amenities.
 - (c) Access Passes issued to Eligible Vendor Employees are non-transferable and may not be utilized by the Eligible Vendor Employee on behalf of Guests, meaning Guests of the Eligible Vendor Employee must be accompanied by the Eligible Vendor Employee in accordance with requirements related to Guests usage of the Amenities pursuant to the Amenity Policies. Any transfer of an Eligible Vendor Employee Access Pass shall be deemed voided, and the violator(s) will be subject to the Amenities Disciplinary Rule procedures for facilitating or allowing unauthorized access to or use of the Amenities.
 - (d) Usage by Eligible Vendor Employees is not permitted on the following days:
 - i. New Year's Eve and New Year's Day; and
 - ii. Memorial Day; and
 - iii. Independence Day (Fourth of July); and
 - iv. Labor Day; and
 - v. Thanksgiving Day and Friday after Thanksgiving Day; and
 - vi. Christmas Eve and Christmas Day; and
 - vii. Weekend days (i.e., Saturdays and Sundays) in the months of June, July, and August; and
 - viii. Any days or times when Amenities capacity is limited, at the sole and exclusive discretion of the Amenity Manager.
 - (e) All Eligible Vendor Employees shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

EXHIBIT A
ELIGIBLE VENDOR EMPLOYEE USAGE FEE

TYPE	RATE
Eligible Vendor Employee Usage Fee	\$10.00 - \$30.00

TAB 13

Amenity Services, LLC

205 South Dixie Drive PMD 2000
Haines City, FL 33844
Orlando FL, 32837



Service Agreement for Amenity Services, LLC

Services Performed By: **Services Performed For:**

Amenity Services, LLC

Solterra Resort CDD

**205 South Dixie Drive PMD 2000
Haines City, FL 33844**

1. DESCRIPTION OF SERVICES. Beginning on _____, 2026, Amenity Services LLC will provide to **Solterra Resort CDD** the following services (collectively, the "Services"):

Waste Removal Service – Open Top

- Provide 20ft Open top for trash removal
- Dispose community trash into container daily
- Dispose trash at local landfill.
- Dump days contingent on landfill hours of operation.

2. PAYMENT. Solterra Resort CDD agrees to pay Amenity Services LLC as follows:

- \$265 per haul
- \$55 per ton

Any invoice not paid within 10(ten) days of due date will incur a 15% interest fee which will be added to the original invoice, or the maximum percentage allowed under applicable Florida laws, whichever is less.

Solterra Resort CDD shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if **Solterra Resort CDD** fails to pay for the Services when due, Amenity Services LLC has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will remain in effect for a period of 12 months. At any time during the term of this service agreement, both parties have the right to terminate this service agreement with or without cause upon written notice to the other party.

4. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Provider on similar projects. A 5% increase will be issued each calendar year due to cost-of-living expenses.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Contract.

7. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: **Solterra Resort CDD** .

Service Recipient:

Solterra Resort CDD

Name: _____

Date: _____

Signature: _____

Service Provider:

Amenity Services LLC.

Name: _____

Date: _____

Signature: _____

