



Rizzetta & Company

Solterra Resort Community Development District

**Board of Supervisors
Meeting
March 6, 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	Brian Meert Deborah Higham Karan Wienker Robert Voisard Sam Neelam	Chair – General Op’s Vice Chair – Amenities Assistant Secretary - Landscaping Assistant Secretary – Security Assistant Secretary – Budgets
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Meredith Hammock	Kilinski Van Wyk
District Engineer	Greg Woodcock	Stantec

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

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

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

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

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**Board of Supervisors
Solterra Resort Community
Development District**

February 28, 2025

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **March 6, 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 Operations Updates
 1. Consideration of Pool Resurface RFP
(Under Separate Cover)
 - B. Landscape Maintenance Updates
 1. Sunscape’s February 17, 2026 Report..... Tab 1
 2. Consideration of Landscaping Proposals Tab 2
 1. Hardwood Tree Pruning - Enviro
 2. Palm Trimming Proposal – Yellowstone
 3. Clubhouse Sod Proposal – Yellowstone
 3. Consideration of Landscape RFP Scope of Service..... Tab 3
 - C. F&B Operations Updates
 1. Consideration of FY 2026 Management Plan..... Tab 4
 2. Consideration of FY 2026 Annual Plan..... Tab 5
 3. F&B 2026 Monthly Packet Tab 6
 4. F&B 2026 Budget Tab 7
 5. Cafe Sol – Operational Goals Tab 8
 - D. General Manager Updates Report
 1. General Manager Report..... Tab 9
 2. Consideration of Clubhouse Playground Removal Proposal Tab 10
 3. Consideration of Porter Services Proposal..... Tab 11
 4. Consideration of Concrete Pad and Bench
Installation Proposals Tab 12
 - E. Aquatic Maintenance Updates
 1. January & February 2026 Waterway Inspection Report Tab 13
- 4. STAFF REPORTS**
 - A. District Engineer..... Tab 14
 1. Updates on Speed Hump Project
 - B. District Counsel..... Tab 15
 1. PeakNet Cell Tower Lease Agreement - Draft
 - C. District Manager
 1. Updates on Cost Share Agreements
 2. Updates on Spectrum Accounts
 3. Discussion of Proposed Budget

5.	BUSINESS ADMINISTRATION	
	A. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 5th, 2025,.....	Tab 16
	B. Consideration of the Minutes of the Board of Supervisors' Meeting held on January 9th, 2026,	Tab 17
	C. Ratification of Operation and Maintenance Expenditures for the Months of October - December 2025.....	Tab 18
6.	BUSINESS ITEMS	
	A. Ratification of District Items	Tab 19
	1. Yellowstone Landscaping Queen Palm Removal - Pool Area	
	2. Resolution 2026-10, Authorizing Spending Authority	
	3. FIA Liquor & Restaurant Insurance Coverage	
	B. Discussion of Investments	Tab 20
	C. Public Hearing on Rule Making and Rule Development for Vendor Amenity Usage Policy and Rates	
	1. Consideration of Resolution 2026-13, Adopting Vendor Amenity Usage Policy.....	Tab 21
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

Memorandum

To: Brian Mendes
Rizzetta and Company

Cc: Karen Wienker, Joe Bullins,
Peter Wittman, Diana Garcia,
Jeremy Browne, Virginia Alvarez

From: Jeff Flamisch

Date: February 23, 2026

Re: Solterra Resort
February Inspection

The inspection was performed on Tuesday, February 17, 2026, with Jeremy Brown and Jaime Ortiz from Yellowstone Landscaping.

During the inspection, I found the landscape throughout the resort to be in fair condition due to extensive cold weather damage. The detail portion of their work was in order with most ornamentals, shrubs and groundcover being properly trimmed and shaped and bed lines, tree rings and maintenance strips well defined. There was minimal weed growth present in the landscape and pine straw is settling nicely after its recent installation. Their Lawn and Ornamental Program is being administered favorably with the landscape displaying fair color and with minimal pest and disease activity for this time of year. The irrigation system has been operating properly with no evidence of drought stress or oversaturated conditions. The winter rotation of bedding plants has been installed and is providing nice floral displays near the main entrance to the clubhouse of the resort. Unfortunately, a large amount of plant material has been damaged throughout the resort from recent freezing temperatures, and the Contractor was instructed to refrain from cutting back or pruning out damaged growth until the threat of extreme cold weather has passed. This affected plant material will be evaluated for recovery or replacement at that time as well.

At the time of the inspection, items 9 and 10 remained open from previous months' reports.

The following is a current list of work items for the Contractor to complete or respond to as a result of site observations made during a recent inspection:

- 1) Contractor is requested to reset and lower a pop-up head irrigation head in the ornamental bed space near the walkway on the south side of the Clubhouse as soon as possible.

- 2) Contractor is requested to complete the seasonal pruning of Crape Myrtle trees throughout the property as soon as possible. All pencil-thin growth should be removed along with crossing or rubbing branches, dead wood and sucker growth, following guidance provided at the time of the inspection.
- 3) Contractor is requested to lightly remove cold damaged foliage from the Variegated Arboricola planting throughout the resort during their next detail rotation.
- 4) **Urgent:** Contractor is requested to provide a fungicidal application for the cold damaged Variegated Arboricola planting throughout the resort following guidance provided at the time of the inspection.
- 5) **Urgent:** Contractor is requested to remove dead plant material from the urns throughout the pool area as soon as possible.
- 6) Contractor is requested to prune poorly performing growth from the Shore Juniper planting throughout the resort, during their next detail rotation.
- 7) **Urgent:** Contractor is requested to provide an insecticidal and fungicidal drench for the Bismarck palm in the traffic circle near the entrance to Solterra Springs as soon as possible.
- 8) Contractor is requested to schedule a supplemental Potash application for the St. Augustine turf throughout the resort as soon as possible.
- 9) **Note to Management:** There is a damaged sign and electrical box in the St. Augustine turf area on the south side of the main entrance to the resort. See attached photo.



Item 9



Item 9

Tab 2



Enviro Tree Service LLC
 3202 Phils Lane
 Apopka FL 32712
www.envirotreeservice.com

Proposal #14598
 Created: 02/17/2026
 From: Dana Mickler

Proposal For

Solterra CDD mobile: 407-516-6835
 CDD Solterra jflamisch@sunscapeconsulting.com

Location

5200 Solterra Blvd
 Davenport, FL 33837

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Hardwood Pruning			
		Terms Net 30	
1) P - Prune Three Hundred Twenty-Two (322) Hardwood Trees in Common Areas to Achieve Elevation Clearance of 8' - 10' Over Sidewalks / Turf Areas, Clearance from Structures / Lighting of 3' - 5', Remove Deadwood 2" or Larger, and Reduce Over Extended Branches as Necessary to Improve Canopy Symmetry. Remove 60% of Moss from Tree Canopies.	1	\$ 29,495.00	\$ 29,495.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.

SUBTOTAL	\$ 29,495.00
SALES TAX	\$ 0.00
TOTAL	\$ 29,495.00

Signature

x _____ Date:

Please sign here to accept the terms and conditions

Please call mobile number for scheduling questions

Dana Mickler
 Office: 407-574-6140
 Mobile: 407-414-3643
amickler@envirotreeservice.com



Terms and Conditions

1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.
2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/Owner's contract agreement as specified in signed contract prior to and through duration of work.
3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.
4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.
5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.
6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.
7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.
8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.
9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.
10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.
11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.
12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.
13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.
14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.
15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.
16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.
17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner	Enviro Tree Service	407-574-6140	
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date



Proposal #: 653280

Date: 2/23/2026

From: Virginia Alvarez Cortes

**Tree Care Proposal for
Solterra CDD**

Brian Mendes
Rizzetta & Company

bmenes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

REVISED-Palm Trimming All CDD Areas-JAN 2026

DESCRIPTION	AMOUNT
482 Sabal Palm Trimming	\$24,452.72
28- Queen Palm Trimming	\$1,419.22
4- Bismark Palm Trimming	\$328.78

Solterra Palm trimming includes Sabal, Bismark and Queen palms.

Revised proposal removing 18 Date palms.

Sabal Palm Pruning.

- Remove completely dead, diseased or broken fronds hanging below 10 to 2 clock position.
- Seeds/ flower removal.
- removal of loose palm boots up to 2 feet from palm bud.

Queen Palm Pruning.

- Remove completely brown or gray/brown fronds hanging below 9 to 3 clock position.
- Fruit and flower removal.
- Trunk cleaning- remove old leaf bases for a clean manicured look.

Bismark Palm Pruning.

- Remove completely brown or gray/brown fronds hanging below 9 to 3 clock position.
- removal of loose palm boots up to 2 feet from palm bud.

Employees will follow all ANSI Z133 safety standards while performing work. All tree care services will be supervised by an ISA Certified Arborist.

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	\$26,200.72
Sales Tax	\$0.00
Proposal Total	\$26,200.72

THIS IS NOT AN INVOICE



Proposal #: 667342

Date: 2/27/2026

From: Virginia Alvarez Cortes

Proposal for
Solterra CDD

Brian Mendes
Rizzetta & Company

bmenes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

Turf replacement-New sidewalk area & Roundabout island- Floratam-St Augustine

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor			\$2,240.00
6" NDS round box	1	\$13.00	\$13.00
Top Soil- Cu Yd	8	\$125.00	\$1,000.00
Coco brown mulch- Bag	25	\$8.50	\$212.50
Pine fines mulch- 2 Cut ft bag	18	\$12.50	\$225.00
Stump grind- 1 stump	1	\$350.00	\$350.00
St. Augustine rip & replace- sqft	5,850	\$1.65	\$9,652.50

Proposal to rip and replace 5,400 sqft of St. Augustine turf on area where sidewalk was installed.

Regrade and install soil near sidewalk edge to bring to level and prevent tripping hazard's.

Stump grind 1 tree stump next to sidewalk.

Install 1 6" round box to protect/hide metal ground rod.

regrade and install 25 bags of mulch on disturbed area next to volleyball court.

Proposal to replace 450 sqft of declined turf on round about island in front of clubhouse.

Area to cover preexisting annuals space.

light regrade near curb hedge and install 2 cu yd of top soil to improve soil health.

Install pine fines mulch on buffer between turf and juniper.

***Yellowstone will provide warranty for 2 years on turf if proposal gets approved, other than conditions outside of Yellowstone control. i.e- act of god. vandalism, etc.

Proposal price if using Zoysia turf instead of St. Augustine \$15,780.50

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	\$13,693.00
Sales Tax	\$0.00
Proposal Total	\$13,693.00

THIS IS NOT AN INVOICE

Tab 3

**PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

DRAFT

March 9, 2026

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Polk County, Florida**

Notice is hereby given that the Solterra Resort Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to bmendes@rizzetta.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required) no later than March 26, 2026, at 5:00 PM (EST) at Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 Attention: Solterra Resort CDD, District Manager. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Solterra Resort Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

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 maintenance map, the specifications, the evaluation criteria, 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. 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, which are available from the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, or by sending an email to bmendes@rizzetta.com, (407) 472-2471.

Rankings will be made based on 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. Any and all questions relative to this project shall be directed in writing by e-mail only to Brian Mendes at bmendes@rizzetta.com, Meredith Hammock at meredith@cddlattorneys.com, Savannah Hancock at savannah@cddlattorneys.com, and Mark Yahn at myahn@sunscapeconsulting.com

Solterra Resort Community Development District
Brian Mendes, District Manager

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Polk County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than March 26, 2026, at 5:00 PM (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Attention: Solterra Resort CDD, District Manager. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
March 9, 2026	RFP Notice is issued.
March 9, 2026	RFP package available for download.
March 18, 2026 at 10:30 AM (EST)	Mandatory virtual pre-proposal meeting. [Pre Bid Meeting Link]
March 23, 2026 at 5:00 PM (EST)	Deadline for questions.
March 26, 2026 at 5:00 PM (EST)	Proposals submittal deadline.
March 26, 2026 at 5:00 PM (EST)	Bid opening.

3. **PRE-PROPOSAL MEETING.**

- A. A **mandatory** virtual pre-proposal meeting will be held at **10:30 AM (EST) on March 18, 2026.**
- B. **Proposers are required to attend the pre-bid meeting for a detailed discussion of the proposal process.**
- C. Proposers may tour the facilities between March 9, 2026 through March 26, 2026 after coordination with the District’s onsite Amenity Manager, Joe Bullins at jbullins@artemislifestyles.com. Proposers should not attempt to tour facilities without prior authorization from the Amenity Manager and must not in any way disrupt employees or operations during the proposal process.

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE. [Reserved]**

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that Proposer shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied itself from Proposer’s own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads,

sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. 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 as well as the District’s operating rules and procedures. 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.

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available from the District Manager’s office by sending an email to bmendes@rizzetta.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. 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.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the 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.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Brian Mendes at bmendes@rizzetta.com, Meredith Hammock at meredith@cddlattorneys.com, Savannah Hancock at savannah@cddlattorneys.com, and Mark Yahn at myahn@sunscapeconsulting.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after March 23, 2026 at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by email. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall 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 the

mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Solterra Resort Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. 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. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, the Sworn Statement Regarding Scrutinized Companies, and the Sworn Statement Regarding Human Trafficking.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three 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 a name, address and phone number of a contact person.
- F. A narrative description of the Proposer’s approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District’s Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida; (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other 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 "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The Contractor shall fully indemnify, defend and hold harmless the District and its 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 agreement form, provided herein.

22. 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.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, based on information within the proposals, from reference checks, from staff recommendations, and from any other information available, and shall make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the 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.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special

conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to 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 maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than March 12, 2026 at 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Attention: Solterra Resort CDD, District Manager.** 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 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 relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

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 property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

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. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor “B” will receive 15.85 of 20 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor “C” will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided, including the Essential Services as well as unit costs from the additional schedules.

Proposer’s Total Score (100 Points Possible) (____ Points Awarded)

END

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 and irrigation 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 ninety (90) 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 March 12, 2026 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 _____, 2026.

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 _____, 2026, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

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

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ___; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

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OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**PROPOSAL FORM
PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously? Yes ___
No ___ If yes, please provide the following information for each project (attach additional sheets
if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed
for each of the last three (3) years starting with the latest year and ending with the most current
year:*

2025 = _____

2024 = _____

2023 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Served: _____

Reason for Termination: _____

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- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

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

What is the Proposer's current worker compensation rating? _____

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 five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*

Yes ___ No ___ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

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**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

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FEE SUMMARY - ESSENTIAL SERVICES

Contractor:
Address:

Phone:
Email:
Contact:

Property: Solterra Resort CDD
Address: 3434 Colwell Avenue, Suite 200
 Tampa, FL 33614
Phone: 407-472-2471
Email: bmendes@rizzetta.com
Contact: Brian Mendes

Dates: _____ through _____

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE/SHRUB CARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>200 Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>4200 Bales Straw/225 yds Pine Bark</i>													\$0
PALM TRIMMING (Schedule D) <i>501 Sabal 28 Queen 4 Bismarck</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>174 Number of Zones</i>	174	174	174	174	174	174	174	174	174	174	174	174	\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXTRA SERVICES PRICING SUMMARY
Project: Solterra Resort CDD
Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$
	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
Hard Materials	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
Sod (St. Augustine)	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$
	Square foot price for quantities between 1,000 and 3,000 square feet	\$
	Square foot price for quantities between 3,000 and 10,000 square feet	\$
	Square foot price quantities greater than 10,000 square feet	\$
Irrigation	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ___ %
	Non PVC parts	List less ___ %

	Valves, Clocks and any part over \$300.00	List less ____ %
General Labor	Foreman per hour	\$
	Labor per hour	\$
Arbor Care	Production day (8 hour) Truck, Chipper, 3 man crew	\$
Miscellaneous	Bush hogging per acre @	\$

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	\$
	50 - 100 plants	\$
	100 - 250 plants	\$
	> 250 plants	\$
1-gallon Plant Material:	< 50 plants	\$
	50 - 100 plants	\$
	100 - 250 plants	\$
	> 250 plants	\$
3-gallon Plant Material:	< 50 plants	\$
	50 - 100 plants	\$
	100 - 250 plants	\$
	> 250 plants	\$
7-gallon Plant Material:	< 50 plants	\$
	50 - 100 plants	\$
	100 - 250 plants	\$
	> 250 plants	\$
15-gallon Plant Material:	< 25 plants	\$
	25 - 50 plants	\$
	50 - 100 plants	\$
	> 100 plants	\$
30-gallon Plant Material:	< 25 plants	\$
	25 - 50 plants	\$

45-gallon Plant Material:

> 50 plants	€
< 25 plants	€
25 – 50 plants	€

65-gallon Plant Material:

> 50 plants	€
< 25 plants	€
25 – 50 plants	€
> 50 plants	€

DRAFT

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

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 _____, 2026, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING 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.
2. 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 Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. 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 an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal 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.
6. 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 adjudication 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. 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.
8. 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 proposals or applies to proposal 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.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

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 _____, 2026, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
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 (“District”).
2. 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 Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

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 _____, 2026, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____, a
_____ (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 actions:
 - (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.

Date: _____, 2026
FURTHER AFFIANT SAYETH NAUGHT.

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 _____, 2026.

(Notary Seal)

Notary Public

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

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, located in Polk County, Florida, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”); and

[**CONTRACTOR**], a Florida [corporation/limited liability company], whose address is [Address] (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a project manual and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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:

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

2. SCOPE OF SERVICES.

- a. The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D** (“**Work**”).
- b. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional

acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **Exhibit B**.

- c. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work.
- d. Contractor 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.
- e. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

3. MANNER OF CONTRACTOR'S PERFORMANCE.

- a. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- b. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- c. Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.
- d. Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional

manner. No smoking in or around the buildings will be permitted. No solicitation of any kind is permitted on District property.

4. **INSPECTIONS.**

- a. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives 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 the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its **District Manager or Field Manager**, or their designees, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). In the event the District Manager and Field Manager provide differing direction, Contractor shall not take direction from either District Representative and immediately contact the Chairperson of the Board of Supervisors and District Counsel to resolve the conflict. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
- b. The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- c. The Contractor agrees to meet with a District Representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items ("**Field Inspection Report**") that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense shall constitute cause for termination of this Agreement at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a one (1)-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- d. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is

properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. SUBCONTRACTORS. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The 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 the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. [RESERVED].

7. COMPENSATION; TERM.

- a. This Agreement shall be effective as of _____ (“**Effective Date**”). The initial term of this Agreement shall begin on the Effective Date and continue through September 30, 2026 (“**Initial Term**”), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for four (4) annual renewals with the same terms set forth herein, in the District's sole discretion. Notwithstanding anything to the contrary herein, the District's obligation to pay under this Agreement are contingent upon an annual appropriation by the District's Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of the Contractor.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in monthly amounts of _____ (\$ _____). Such compensation covers only the items specified as Essential Services in the Contractor's Proposal Form – Part IV – Pricing (“**Contract Amount**”). Additionally, for the services specified as Extra Services in the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order (“**ASO**”). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **Exhibit B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor 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 be for services actually rendered in the preceding month and shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

- b. The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- c. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- d. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- e. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- f. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- g. If Contractor 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, Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due Contractor.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct

of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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 the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT.

- a. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, 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 certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Work.
- b. Contractor hereby covenants to the District that it shall perform the Work:
 - i. using its best skill and judgment and in accordance with generally accepted professional standards; and
 - 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, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.

- c. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX-EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor’s possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. 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 for breach of this Agreement, 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.

17. 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.

18. 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 purported assignment of this Agreement without such prior written approval shall be void.

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) 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. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, Contractor 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 the Contractor.

20. 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*. 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.

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

22. 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.

23. AGREEMENT; AMENDMENTS. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. 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.

24. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Solterra Resort CDD

c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Wesley Chapel, Florida 33544
Attn: District Manager

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

B. If to Contractor: [Contractor]

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 PM (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 the Contractor may deliver Notice on behalf of the District and the 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.

27. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 the Contractor 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 the Contractor and their respective representatives, successors, and assigns.

28. PUBLIC RECORDS. The 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*. Contractor acknowledges that the designated public records custodian for the District is **Brian Mendes** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 472-2471, OR BY EMAIL AT BMENDES@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

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 the Contractor as an arm's length transaction. The District and the Contractor 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. 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.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. 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.

33. 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.

34. 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.

35. SCRUTINIZED COMPANIES STATEMENT. 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.

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DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: _____

[CONTRACTOR],
a _____

By: _____
Its: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**

EXHIBIT A
Scope of Services

The work for exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The contractor will be expected to provide service for the property fifty-two (52) weeks per year.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they begin. High traffic and high-profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the owner or owner's representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 1st through November 1st and bi-weekly during the non-growing season from November 1st through March 1st. Based on this schedule, it is estimated that the contractor will perform a minimum of 41 and a maximum of 45 mowing cycles per 12-month period in the performance of this contract.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing patterns shall be varied where feasible to prevent rutting and minimize compaction.

Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.

Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.

- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the owner or owner's representative. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above-mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a. String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks. The exception will be amenity or high-profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.

- b. Only Contractor's staff that have been trained and demonstrate competence in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Prune trees to include the removal of sucker growth by hand at the base of and on the trunks of trees continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep streetlights and traffic signage from being blocked.
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcovers shall be maintained at a consistent level of height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six-week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.

Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.

Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or nonselective herbicides will not be allowed.

- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed-free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit – 3 Extra Services Pricing Summary".
- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drops from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Contractor will communicate with the owner or the owner's representative about any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Staffing

- a. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and

Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- b. Contractor will provide consistent service on set day(s) each week except for scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

SCHEDULE "B" – TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy granular fertilization, 100% slow-release Nitrogen fertilization with Arena and weed control
July	Liquid fertilization with minors and weed control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grass are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible for employing whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

A. Application Schedule - Zoysia

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 8-0-10) with .5lb N to .75lb-50% slow-release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization (granular 20-0-10) with .5lb N, slow-release w/minors. Insect/weed/disease control as necessary. TopChoice at 2.0 lbs per 1000 sq ft.
June:	Blanket Sulpomag (granular 0-0-22) at 7 lbs per 1000 sq.ft. Insect/weed/disease control as necessary.
July:	Liquid Iron Sulphate and Techmangan. Insect/weed/disease control as necessary.
August:	Blanket Sulpomag (granular 0-0-22) application at 7 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.

- September: Liquid Fertilization with Iron Sulphate and Techmangan, post emergent weed control, insect/disease control as necessary.
- October: Fertilization (granular 8-0-10 with .5lb N) or similar. Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket Potash (granular 0-0-62) application at 4 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grass are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice granular insecticide to be applied at 2.0 lbs per 1000 sq ft for Mole Crickets once per year.

3. Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge.

Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

SCHEDULE "B1" – TURF CARE PROGRAM (BAHIA)

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.

- b. Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

- a. There is no warranty for Bahia turf.

SCHEDULE “C” – TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.

- h. Soils shall be tested at a reliable testing facility once per year to monitor pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control using foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e., Dachtylifera, Sylvester, Canary Island Date etc.), contractor will include in their proposed Tree/Shrub program, comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium Wilt that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible for employing whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "D" – SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to always remain weed – free.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.

- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three-week period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or crosscut during this process. After trimming, the lowest fronds should be left parallel to the ground.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms more than 12' CT will be trimmed two times per year in the months of February/March and July/August.

4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be made in the direction of management.
7. When trimming, cut the frond close to the trunk without leaving "stubs".
8. Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

SCHEDULE "E" – IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the district.

A. Frequency of Service

1. Contractor will perform the following itemized services under "Specifications" monthly.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads that are not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.
8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large-scale repairs are to be considered additional items.
- b. Contractor shall assume; however, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the

irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.

2. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
3. Damage resulting from contractor's crew working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
4. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
5. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
6. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
7. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

EXHIBIT B
Proposal Pricing

DRAFT

EXHIBIT C
Other Forms

[See following pages]

DRAFT

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

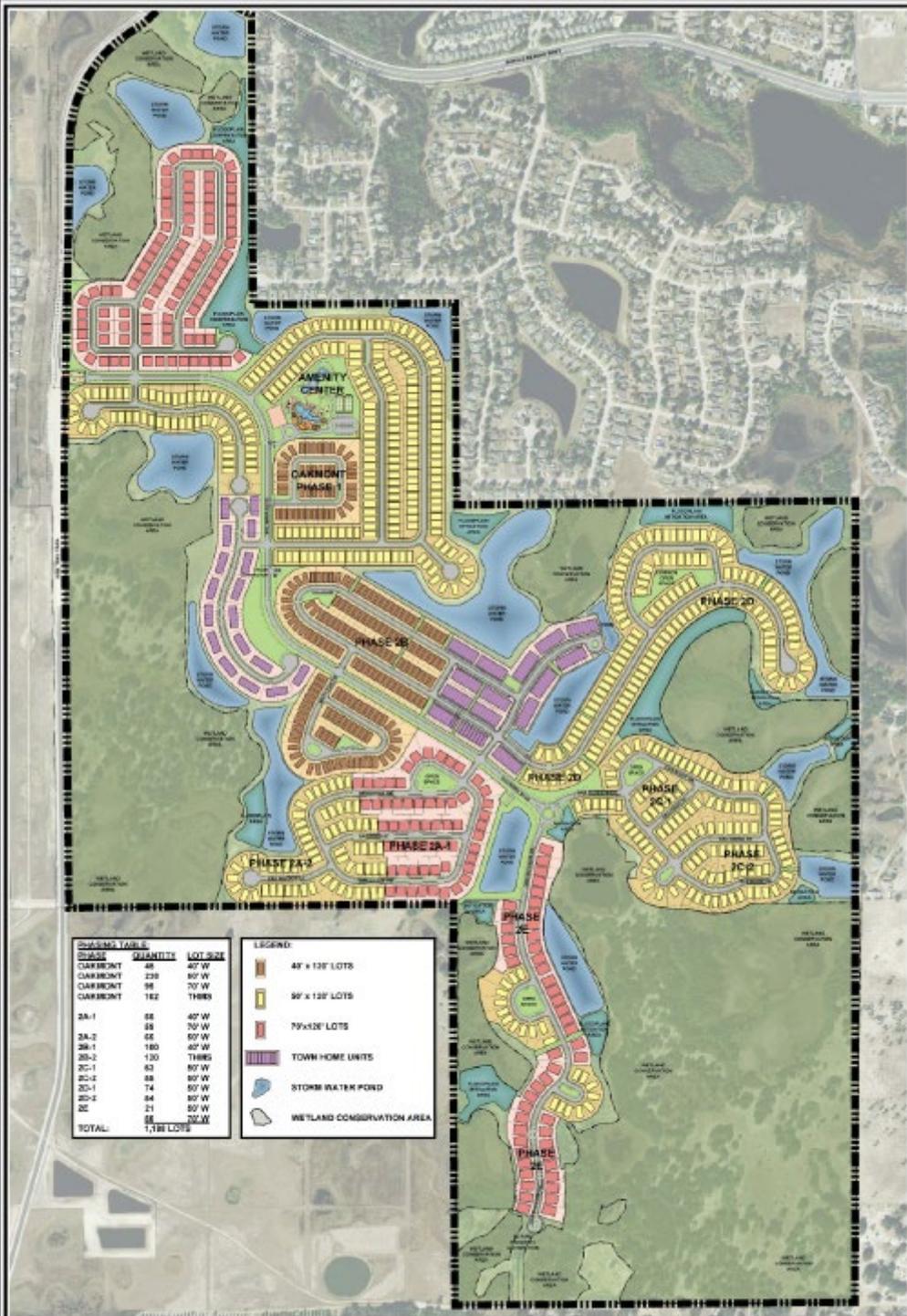
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT D Maintenance Map



Solterra Resort - Phase 1 and 2 Kolter Land Partners
 Overall Master Plan Exhibit Polk County, Florida

SCALE 1" = 80'

HEIDT DESIGN

DATE: 08/11/2011

PROJECT: SOLTERRA RESORT - PHASE 1 AND 2

LOCATION: POLK COUNTY, FLORIDA

DESIGNER: HEIDT DESIGN, INC.

PROJECT MANAGER: [Name]

DATE: 08/11/2011

PROJECT: SOLTERRA RESORT - PHASE 1 AND 2

LOCATION: POLK COUNTY, FLORIDA

DESIGNER: HEIDT DESIGN, INC.

PROJECT MANAGER: [Name]

EXHIBIT 1

SOLTERRA RESORT SCOPE OF WORK

The work for exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The contractor will be expected to provide service for the property fifty-two (52) weeks per year.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they begin. High traffic and high-profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the owner or owner's representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 1st through November 1st and bi-weekly during the non-growing season from November 1st through March 1st. Based on this schedule, it is estimated that the contractor will perform a minimum of 41 and a maximum of 45 mowing cycles per 12-month period in the performance of this contract.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing patterns shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the owner or owner's representative. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above-mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a. String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks. The exception will be amenity or high-profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competence in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Prune trees to include the removal of sucker growth by hand at the base of and on the trunks of trees continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep streetlights and traffic signage from being blocked.

- Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
 - e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
 - f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcovers shall be maintained at a consistent level of height to provide a smooth and even appearance and separation from adjacent plant material.
 - g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six-week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.
 - h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
 - i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or nonselective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed-free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for

removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit – 3 Extra Services Pricing Summary".

- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drops from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Contractor will communicate with the owner or the owner's representative about any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Staffing

- a. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- b. Contractor will provide consistent service on set day(s) each week except for scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

SCHEDULE "B" – TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

Month

Application

January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy granular fertilization, 100% slow-release Nitrogen fertilization with Arena and weed control
July	Liquid fertilization with minors and weed control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grass are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals,

high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible for employing whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

A. Application Schedule - Zoysia

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 8-0-10) with .5lb N to .75lb-50% slow-release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization (granular 20-0-10) with .5lb N, slow-release w/minors. Insect/weed/disease control as necessary. TopChoice at 2.0 lbs per 1000 sq ft.
June:	Blanket Sulpomag (granular 0-0-22) at 7 lbs per 1000 sq.ft. Insect/weed/disease control as necessary.
July:	Liquid Iron Sulphate and Techmangan. Insect/weed/disease control as necessary.
August:	Blanket Sulpomag (granular 0-0-22) application at 7 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.
September:	Liquid Fertilization with Iron Sulphate and Techmangan, post emergent weed control, insect/disease control as necessary.
October:	Fertilization (granular 8-0-10 with .5lb N) or similar. Weed/insect/disease control as necessary.
November:	Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
December:	Blanket Potash (granular 0-0-62) application at 4 lbs. per 1,000 sq.ft., IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grass are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- c. TopChoice granular insecticide to be applied at 2.0 lbs per 1000 sq ft for Mole Crickets once per year.

3. Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.

SCHEDULE "B1" – TURF CARE PROGRAM (BAHIA)

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

- e. Soils shall be tested at a reliable testing facility twice per year to monitor pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
 - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing the settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
 3. Weed Control
 - a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
 4. Warranty
 - a. There is no warranty for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

1. Fertilization
 - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control using foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e., Dachtylifera, Sylvester, Canary Island Date etc.), contractor will include in their proposed Tree/Shrub program, comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax

Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium Wilt that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible for employing whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "D" – SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to always remain weed – free.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.

- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three-week period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or crosscut during this process. After trimming, the lowest fronds should be left parallel to the ground.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms more than 12' CT will be trimmed two times per year in the months of February/March and July/August.
- 4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.

6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be made in the direction of management.
7. When trimming, cut the frond close to the trunk without leaving "stubs".
8. Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

SCHEDULE "E" – IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the district.

A. Frequency of Service

1. Contractor will perform the following itemized services under "Specifications" monthly.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads that are not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.
8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large-scale repairs are to be considered additional items.
 - b. Contractor shall assume; however, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
2. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
 3. Damage resulting from contractor's crew working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
 4. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
 5. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
 6. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
 7. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY

Project: Solterra Resort CDD

Contractor:

<u>Material</u>	<u>Description</u>	<u>Price</u>
Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$
	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
Hard Materials	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
Sod (St. Augustine)	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$
	Square foot price for quantities between 1,000 and 3,000 square feet	\$
	Square foot price for quantities between 3,000 and 10,000 square feet	\$
	Square foot price quantities greater than 10,000 square feet	\$
Irrigation	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ___ %
	Non PVC parts	List less ___ %
	Valves, Clocks and any part over \$300.00	List less ___ %
General Labor	Foreman per hour	\$
	Labor per hour	\$
Arbor Care	Production day (8 hour) Truck, Chipper, 3 man crew	\$

Miscellaneous Bush hogging per acre @ \$

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4 inch Groundcover:	< 50 plants	\$
	50 - 100 plants	\$
	100 - 250 plants	\$
	> 250 plants	\$
1-gallon Plant Material:	< 50 plants	\$
	50 – 100 plants	\$
	100 – 250 plants	\$
	> 250 plants	\$
3-gallon Plant Material:	< 50 plants	\$
	50 – 100 plants	\$
	100 – 250 plants	\$
	> 250 plants	\$
7-gallon Plant Material:	< 50 plants	\$
	50 – 100 plants	\$
	100 – 250 plants	\$
	> 250 plants	\$
15-gallon Plant Material:	< 25 plants	\$
	25 – 50 plants	\$
	50 – 100 plants	\$
	> 100 plants	\$
30-gallon Plant Material:	< 25 plants	\$
	25 – 50 plants	\$
	> 50 plants	\$
45-gallon Plant Material:	< 25 plants	\$
	25 – 50 plants	\$
	> 50 plants	\$
65-gallon Plant Material:	< 25 plants	\$
	25 – 50 plants	\$
	> 50 plants	\$

EXHIBIT 2 - FEE SUMMARY

Contractor:
Address:

Phone:
Email:
Contact:

Property: Solterra Resort CDD
Address: 3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Phone: 407-472-2471
Email: bmendes@rizzetta.com
Contact: Brian Mendes

Dates: _____ through _____

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE/SHRUB CARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>200 Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>4200 Bales Straw/225 yds Pine Bark</i>													\$0
PALM TRIMMING (Schedule D) <i>501 Sabal 28 Queen 4 Bismarck</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>174 Number of Zones</i>	<i>174</i>	\$0											
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Initials _____

1. Please fill in the Contractor information at the top left portion of the page.
2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
5. Bedding Plants - Fill in the quantity of plants to be installed each rotation in cell A-27 if not already listed, then fill in the dollar amount to purchase and install quantity in the months specified in the Scope of Work. Also insert the number of plants installed (row 27) in each rotation below the dollar amount in the months they are to be installed.
6. Bed Dressing - Fill in the quantity of Bed Dressing that will be installed in cell A-30 if not already listed, then fill in the dollar amount to purchase and install in the month specified in the Scope of Work. Also insert the quantity of mulch (row 30) below the dollar amount in the month it will be installed.
7. Palm Trimming - Fill in the quantity of each palm variety that will be pruned in cells A-32, A-33, A-34, A-35 if not already listed, then fill in the dollar amount for each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the total number of zones for the irrigation system in cell A-38 if not already listed, then fill in the dollar amount per month to cover monthly inspection following the services as described in the Scope of Work. Please include the number of zones in the cell below the dollar amount each month.

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Tab 4



CAFE SOL BAR & GRILLE

MANAGEMENT PLAN

Food & Beverage Operations Governance Document

Prepared for
Solterra Resort Community Development District

Prepared by
Artemis Lifestyles, LLC

Effective Date
January 1st, 2026

Version
Version 1.0 – Board Review Draft

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CAFÉ SOL MANAGEMENT PLAN



Executive Summary

This Management Plan establishes the governance, operational oversight, financial controls, and reporting framework for Cafe Sol Bar & Grille, a food and beverage amenity owned by the Solterra Resort Community Development District (CDD) and operated under contract by Artemis Lifestyles, LLC. The purpose of this plan is to define how Cafe Sol is managed on a continuous basis, how decisions are proposed and approved, and how accountability, transparency, and compliance are maintained.

This document serves as the standing operational governance framework for Cafe Sol and is intended to support Board oversight, public transparency, fiscal responsibility, and regulatory compliance.

1. Purpose

The purpose of this Management Plan is to provide a structured and auditable framework for the ongoing management of Cafe Sol Bar & Grille. This plan governs all operational, financial, staffing, vendor, compliance, and reporting activities associated with Cafe Sol while ensuring alignment with CDD authority, public-sector financial standards, and Board oversight.

The scope of this plan includes, but is not limited to:

- Food and beverage operations
- Bar and alcohol service
- Staffing, scheduling, and labor oversight
- Menus, pricing, and cost controls
- Purchasing and vendor management
- Financial management and reporting
- Licensing, inspections, and regulatory compliance
- Risk management and operational continuity

2. Management & Oversight Structure

2.1 Owner and Governing Authority

The Solterra Resort Community Development District (CDD), acting through its Board of Supervisors, is the owner of Cafe Sol Bar & Grille. The Board retains ultimate authority over Cafe Sol operations, including approval of budgets, material operational changes, and contractual arrangements.

2.2 District Manager

The District Manager serves as the administrative authority for Cafe Sol on behalf of the Board of Supervisors. The District Manager provides oversight, coordination, and supervisory direction to ensure that Cafe Sol operations are conducted in accordance with Board-approved policies, budgets, and governing documents.

While the District Manager retains ultimate administrative authority, the preparation, execution, and day-to-day management of operational proposals, compliance activities, and reporting functions are carried out by the contracted Food & Beverage Operator. These responsibilities are performed by Artemis Lifestyles, LLC in close coordination with and subject to review by each the District Manager and Board of Supervisors.

The District Manager reviews and oversees these activities to ensure alignment with Board directives, public-sector standards, and applicable regulatory requirements.

2.3 Food & Beverage Operator

Artemis Lifestyles, LLC serves as the contracted Food & Beverage Operator for Cafe Sol. Artemis is responsible for the day-to-day execution of Cafe Sol operations in accordance with Board-approved budgets, executed agreements, and this Management Plan.

2.4 Stakeholders

Stakeholders include bondholders, residents, resort guests, regulatory agencies, and vendors interacting with Cafe Sol operations.

3. Café Sol Operating & Governance Framework

3.1 Operational Vision

Cafe Sol exists to provide a high-quality food and beverage amenity that enhances the guest and resident experience while maintaining fiscal responsibility, regulatory compliance, and transparency consistent with public-sector standards.

3.2 Guiding Principles

Cafe Sol operations are governed by the following principles:

- Board authority and oversight
- Non-commingling of public funds
- Financial transparency and auditability
- Compliance with all applicable laws and regulations
- Operational efficiency and service quality

3.3 Communication & Reporting

Operational and financial information related to Cafe Sol shall be communicated through established Board reporting channels, including monthly operational and financial reports, Board meetings, and public records as required by law.

3.4 Stakeholder Engagement

Cafe Sol operations shall consider the interests of residents, guests, and regulatory bodies while maintaining consistency with Board-approved policies and standards.

4. Operational Decision & Approval Process

This section governs how operational decisions related to Cafe Sol Bar & Grille are proposed, reviewed, approved, implemented, and reported. These procedures are intended to ensure operational continuity while preserving Board oversight, operations, and compliance with the executed Food & Beverage Operations Services Agreement, as amended, including the Second Amendment to the Food & Beverage Operations Agreement, effective January 23, 2026.

4.1 Standard Operational Requests

Standard operational changes or decisions related to Cafe Sol may include, but are not limited to:

- Menu or pricing changes with financial impact
- Vendor or supplier changes
- Staffing model or labor structure changes
- Capital equipment purchases
- Budget variances or reallocations

All standard operational requests shall be prepared and executed by the Food & Beverage Operator and submitted to the District Manager for review and processing in accordance with established approval thresholds.

5. Operational Execution Standards

Cafe Sol operations shall be executed in accordance with:

- Board-approved annual budgets
- Executed Food & Beverage Management Agreements
- Adopted financial control and oversight exhibits
- Approved operational systems and tools

Staffing, training, and certification standards shall be maintained at all times in compliance with applicable regulations and contractual requirements.

Specialized Operational Systems

Cafe Sol operations rely on specialized third-party service providers to support regulated and mission-critical systems, including but not limited to compressed gas supply systems, cooking oil management and filtration, sanitation and ware washing systems, kitchen exhaust and hood maintenance, and wastewater and septic services.

Selection, coordination, and day-to-day management of such providers are performed by the Food & Beverage Operator in accordance with Board-approved budgets and applicable regulatory requirements.

6. Operational Risk and Continuity Planning

6.1 Risk Identification

Potential operational risks include revenue shortfalls, staffing disruptions, vendor failures, equipment malfunctions, and regulatory compliance issues.

6.2 Mitigation Measures

Risk mitigation strategies include financial controls, preventative maintenance, staffing contingencies, and compliance monitoring.

6.3 Continuity Planning

Plans should be maintained to ensure continuity of Cafe Sol operations in the event of operational disruptions.

Cafe Sol operations rely on specialized third-party service providers for regulated systems such as compressed gas supply, oil management, sanitation, exhaust maintenance, and wastewater systems. Selection and oversight of such providers are handled by the Food & Beverage Operator

7. Documentation and Reporting

7.1 Records and Documentation

All operational, financial, and compliance records related to Cafe Sol shall be maintained in an auditable format suitable for Board review and external audit.

7.2 Performance Monitoring

Key performance indicators may include revenue performance, labor efficiency, cost of goods sold, and compliance metrics.

7.3 Reporting Cadence

Cafe Sol reporting shall include monthly operational and financial packets, monthly Board updates, and annual summaries as required.

7.4 Supporting Operational and Financial Control Documents

Certain operational, financial, and accounting procedures for Cafe Sol are implemented through supporting documents prepared by the Food & Beverage Operator, including but not limited to expense and revenue control procedures, operating account structures, and accounting and reporting protocols.

These documents function as implementing exhibits to this Management Plan and are intended to support transparency, non-commingling of funds, and audit readiness. Such documents do not supersede the Food & Beverage Operations Services Agreement, its amendments, or the authority of the Board of Supervisors, and remain subject to District oversight, review, and audit at all times.

8. Management Plan Review

This Cafe Sol Management Plan shall be reviewed annually by the Board of Supervisors of the Solterra Resort Community Development District. Updates may be adopted as necessary to reflect changes in operational needs, regulatory requirements, or Board policy. Any revisions shall be documented and maintained as part of the district's official records.

Tab 5

CAFÉ SOL ANNUAL PLAN



Executive Summary

This Annual Plan outlines the operational objectives, priorities, and management approach for Cafe Sol Bar & Grille for Fiscal Year 2026. Cafe Sol is a Community Development District–owned food and beverage amenity operated under contract by Artemis Lifestyles, LLC, with oversight and authority retained by the Solterra Resort Community Development District Board of Supervisors.

This document is intended to supplement the Cafe Sol Bar & Grille Management Plan by identifying year-specific operational focus areas while maintaining consistency with the Food & Beverage Operations Services Agreement, its amendments, and all applicable regulatory requirements. Governance, financial controls, and reporting standards established in the Management Plan remain in full force and effect.

For Fiscal Year 2026, operational priorities include maintaining consistent service quality, managing labor and operating costs within the Board-approved budget, ensuring full compliance with health, safety, and licensing requirements, and providing transparent, auditable reporting to the district. Staffing, vendor coordination, and operational execution will continue to be managed by the Food & Beverage Operator in coordination with the District Manager.

The 2026 Food & Beverage Budget is submitted as a separate document and provides the financial framework supporting this Annual Plan. Together, the Annual Plan, Management Plan, and adopted budget establish the operational and financial expectations for Cafe Sol for the fiscal year.

1. Purpose & Authority

This Annual Plan is submitted pursuant to Section 3 of the Food & Beverage Operations Services Agreement between the Solterra Resort Community Development District (“District”) and Artemis Lifestyle Services, LLC (“Manager”).

The purpose of this Annual Plan is to outline the **management objectives, operational priorities, and planned actions** for the operation of Cafe Sol Bar & Grille (“Cafe Sol”) for the upcoming fiscal year, enabling the District’s Board of Supervisors to evaluate anticipated operations, financial performance, and compliance with applicable agreements and Florida law.

This Annual Plan is intended to operate in conjunction with:

- The Board-approved 2026 Food & Beverage Budget (submitted separately)
- The approved Management Plan
- All executed amendments to the Food & Beverage Operations Services Agreement

2. Operational Overview

Cafe Sol Bar & Grille is a District-owned food and beverage facility located within the Solterra Resort amenity center and operated as a resort-style bar and grill serving residents and guests.

During Fiscal Year 2026, Cafe Sol will operate as a full-service food and beverage operation, offering prepared food, non-alcoholic beverages, beer, wine, and liquor consistent with its 4COP licensing structure and all applicable regulatory requirements.

The Manager will oversee day-to-day operations as an independent contractor, while ownership, ultimate authority, and financial oversight remain with the District.

3. Management Goals for Fiscal Year 2026

The primary management goals for Cafe Sol during the fiscal year include:

- Delivering consistent, high-quality food and beverage service aligned with resort expectations
- Operating within the Board-approved budget while maintaining strong cost controls
- Achieving the projected net operating margin outlined in the 2026 budget
- Maintaining full compliance with all health, safety, licensing, and regulatory requirements
- Providing transparent, auditable financial and operational reporting to the District
- Protecting District assets and public funds through strict non-commingling practices

4. Planned Operational Actions

4.1 Staffing and Labor Management

The Manager will staff Cafe Sol with qualified food and beverage personnel sufficient to meet operational demand, seasonal fluctuations, and service expectations.

All Cafe Sol employees will be employees of Artemis Lifestyles. Staffing levels, wage ranges, and payroll burden will remain consistent with the Board-approved budget. Labor scheduling and forecasting will be managed using approved scheduling systems to control labor costs while maintaining service quality.

4.2 Financial Management and Controls

Cafe Sol will continue to operate under a segregated financial control structure, with:

- All revenues deposited into District-owned operating accounts
- Operating expenses incurred and documented by the Manager
- Monthly expense reimbursement and reconciliation provided to the district

The Manager will provide a Monthly Operations and Financial Packet including, at minimum:

- Sales summaries by revenue category
- Labor reports
- Inventory and cost of goods sold summaries

- Itemized expense documentation
- Compliance and inspection records

This structure ensures transparency, prevents commingling of funds, and supports audit readiness.

4.3 Budget Alignment

The Manager will operate Cafe Sol in accordance with the Board-approved 2026 Food & Beverage Budget, which includes projected revenues, labor costs, operating expenses, and anticipated net operating income.

Any material deviation from the approved budget, as defined in the Agreement, will be presented to the district for review and approval in advance.

5. Marketing and Guest Engagement

The Manager will implement marketing and promotional activities designed to:

- Increase patronage and revenue
- Enhance guest experience
- Support seasonal and resort-wide programming

Marketing efforts may include menu promotions, themed events, resort integration, and digital outreach, all conducted in compliance with District policies and applicable laws.

Marketing expenditures will remain within the limits established in the approved budget. Any overlap with greater amenity operations will involve direct consultation and coordination with the General Manager and Artemis Director to ensure financial integrity.

6. Vendor Management and Procurement

The Manager will manage vendor relationships necessary for the operation of Cafe Sol, including food distribution, beverage supply, sanitation, waste handling, equipment servicing, and compliance-related services.

All vendor contracts and purchases will:

- Be made in the name of the district where required
- Comply with District procurement policies and Florida law
- Remain within budgetary and approval thresholds established by the Agreement

Material contracts requiring Board approval will be presented in advance.

6.1 Specialized Operational Service Providers

In addition to general food, beverage, and supply vendors, Cafe Sol relies on a limited number of specialized service providers that support regulated systems and operational continuity. These providers address critical infrastructure, sanitation, safety, and compliance requirements associated with food and beverage operations. The following vendors are in place as of the start of Fiscal Year 2026 and may be adjusted as operational needs require, subject to applicable approval requirements.

Compressed Gas Systems (CO₂ Supply)

Cafe Sol utilizes a bulk CO₂ supply and distribution system to support fountain beverage and draft beer operations. This system provides consistent carbonation, reduces service interruptions, and minimizes product waste while improving operational reliability and safety compared to manual or pellet-based CO₂ solutions. Bulk system monitoring and scheduled service support continuity during peak demand periods.

Vendor Name: NuCO₂ Services

Cooking Oil Management and Filtration

Cooking oil filtration and management services are used to extend oil life, improve food quality consistency, and reduce waste and labor associated with frequent oil replacement. This approach supports predictable operating costs, operational efficiency, and compliance with health and safety standards

Vendor Name: Stirling Oil Systems

Kitchen Hood and Exhaust Maintenance

Cafe Sol's kitchen hood and exhaust systems are maintained under a scheduled professional cleaning program to meet state and county fire and health code requirements. Required cleanings are performed on a recurring cycle, with documentation retained for inspection, audit, and regulatory review

Vendor Name: Enviro Clean Systems Inc

Sanitation Systems

Due to facility layout and infrastructure constraints, Cafe Sol utilizes a compliant sanitation system designed to meet required health department standards without major structural modification. This solution provides consistent sanitation, documented compliance, and predictable maintenance while avoiding operational disruption associated with large-scale equipment installation

Vendor Name: Fog Tank Services

Wastewater and Septic Services

Scheduled septic and wastewater maintenance services are in place to ensure continuous compliance with Polk County and State of Florida requirements. Preventative servicing and direct regulatory reporting reduce the risk of system failure, service interruption, and unplanned emergency repairs

Vendor Name: Anytime Septic Services

7. Compliance, Licensing, and Risk Management

The Manager will maintain all required food service and alcohol licenses on behalf of the District and ensure ongoing compliance with:

- DBPR
- Department of Health
- FDA guidelines
- ADA accessibility requirements
- Local and state regulations

Health inspections, safety protocols, and corrective actions will be documented and reported to the District as required.

7.1 Regulatory Compliance Best Practices

Cafe Sol operations are conducted in accordance with applicable federal, state, and local regulatory requirements governing food and beverage service, including oversight by the Florida Department of Business

and Professional Regulation (DBPR), the Florida Department of Health, applicable FDA Food Code guidance as adopted by the State of Florida, and local Polk County health and safety requirements. Compliance practices include maintaining required licenses and permits, adhering to food safety and sanitation standards, documenting inspections and corrective actions, and coordinating with regulatory agencies as required.

In addition, Cafe Sol operations are managed to remain consistent with applicable accessibility and accommodation standards, including those under the Americans with Disabilities Act (ADA), to ensure reasonable access for patrons, staff, and vendors. The Food & Beverage Operator, in coordination with both the District Manager and General Manager, monitors regulatory changes, inspection findings, and best-practice guidance relevant to resort and public-facing food service operations, and implements adjustments as necessary to support ongoing compliance and risk mitigation.

8. Capital Planning and Maintenance

Routine maintenance and non-capital repairs will be performed as operating expenses in accordance with the approved budget and contract terms as stated and as amended.

Any proposed capital expenditures (be there any) will be presented separately to the district for approval and are not authorized solely by this Annual Plan.

9. Reporting and Oversight

The Manager will continue to provide:

- Monthly operational and financial reports
- Board meeting updates when requested
- Access to records for audit or inspection

The district retains the right to inspect operations, review financial records, and audit compliance at any time.

10. Emergency Authority

In the event of an emergency affecting health, safety, or operations, the Manager may take limited corrective action as authorized by the Agreement, with all actions and expenditures reported to the district within forty-eight (48) hours of resolution, in accordance with the Second Amendment.

11. Conclusion

This Annual Plan reflects the Artemis Lifestyles and the F&B Managers good-faith operational strategy for Cafe Sol Bar & Grille for Fiscal Year 2026 and is submitted for the District's review and approval in accordance with the Food & Beverage Operations Services Agreement.

Tab 6



JANUARY 2026

MONTHLY REPORT & EXPENSES SUMMARY

Cafe Sol Bar & Grille

Monthly Operations Summary

Reporting Period: January 1–31, 2026

Soft Opening Date: January 18, 2026

Prepared for: Solterra Resort CDD Board of Supervisors

Executive Overview

Cafe Sol Bar & Grille successfully completed its initial opening phase on **January 18, 2026**. Prior to opening, management ensured all licensing, kitchen maintenance, health compliance, and staff training requirements were fully completed. **The 4COP Liquor License was acquired on December 18, 2025. The Hotel & Resort Permanent Food License was acquired on January 15, 2026.** The remainder of January focused on operational stabilization, guest experience, and early performance tracking.

Despite being open for only **14 days**, the restaurant demonstrated strong early adoption, positive guest feedback, and effective service execution.

Sales & Transactions (Jan 18–31, 2026)

- Total Transactions: 579
- Total Items Sold: 1,379

Sales Performance

- Gross Sales: \$13,275.00
- Net Sales: \$11,936.08

Order Channels

- 90% of orders were entered by servers
 - 10% of orders were placed via online ordering
-

Discount & Loyalty Activity

- Employee Discounts Used: 73
- Homeowner Discounts Used: 37

Rewards Program

- Total Reward Accounts Created: 73
 - Average: 5 new accounts per day
-

Product Mix Breakdown

Total Items Sold: 1,379

- **Food: 534**
 - **Liquor: 311**
 - **Non-Alcoholic Beverages: 374**
 - **Canned Beer: 124**
 - **Draft Beer: 35**
-

Guest Feedback & Service Insights

- Total Feedback Submissions: 368
- Daily Average: 27 feedback submissions per day

Primary Feedback Categories

- Food Quality
- Service
- Atmosphere
- Wait Time

Feedback received during January was positive, indicating a strong launch and positive guest reception.

Feedback by Team Member

- **Alexia: 109**
 - **RJ: 99**
 - **Leo: 79**
 - **Alexis: 47**
 - **Alena: 25**
-

Top Menu Categories

- **Traditional Cocktails – 263**
- **Soft Drinks – 212**

- **Starters – 187**
 - **Smoothies – 110**
 - **Kids Meals – 100**
-

Top Individual Items

- **Smoothies – 110**
 - **Coca-Cola – 64**
 - **Chicken Tenders – 62**
 - **Bottled Water – 52**
 - **Fries – 51**
 - **Chicken Wings – 48**
-

Key Takeaways

- **Successful and compliant opening with no regulatory or operational issues**
- **Strong early guest engagement and overwhelmingly positive feedback**
- **Effective service execution with high server-driven order accuracy**
- **Family-friendly and beverage-driven menu items leading early sales**
- **Loyalty and rewards program gaining steady traction**

January 2026 Expenses Summary

January 2026 expenses reflect **pre-opening and opening-phase investments** made to ensure regulatory compliance, operational readiness, and staff preparedness ahead of the **January 18, 2026, opening** of Cafe Sol Bar & Grille. Spending was intentionally front-loaded and controlled, consistent with an establishment month rather than a normalized operating period.

Expense Breakdown (January 2026)

Category	Amount
Licensing & Compliance	\$3,236.50
Kitchen & Facility Maintenance	\$6,745.77
Food & Beverage Inventory	\$20,963.42
Operating Supplies	\$6,869.79
Technology & Systems	\$1,747.60
Labor & Training	\$4,913.89
Total January Expenses	\$44,476.97

Expense Highlights & Rationale

Licensing & Compliance – \$3,236.50

- Alcohol licensing and regulatory filings
- Health department compliance and inspections
- Required permits and documentation prior to opening

Kitchen & Facility Maintenance – \$6,745.77

- Preventative maintenance on kitchen equipment
- Safety checks and servicing
- Deep cleaning and sanitation to meet inspection standards

Food & Beverage Inventory – \$20,963.42

- Initial opening inventory for food, liquor, beer, and NA beverages
- Establishment of par levels
- Controlled purchasing to support launch volume while limiting waste

Operating Supplies – \$6,869.79

- Smallwares, disposables, bar tools, and service supplies
- Cleaning chemicals and sanitation materials
- Opening operational necessities

Technology & Systems – \$1,747.60

- POS configuration and setup
- Online ordering activation
- Reporting, inventory, and operational system readiness

Labor & Training – \$4,913.89

- Pre-opening training and onboarding hours

- Orientation and service readiness sessions
 - Management oversight during opening phase
-

Financial Context

- **Total January Expenses:** \$44,476.97
- **Net Sales (Jan 18–31):** \$11,936.08

January reflects a **planned investment period**, with expenses incurred both **before and during** the first 14 days of operations. Expense normalization is expected to begin **February 2026**, the first full month of service.

Board Note

January 2026 should be viewed as an **establishment and stabilization month**, with expenses aligned to compliance, infrastructure, and training rather than revenue optimization. Financial performance and operating margins will be more representative in subsequent months

Sales summary

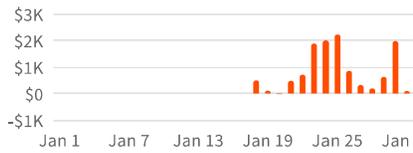
Data as of Feb 18, 2026, 8:28 PM (EST)

Date range January 1, 2026 - January 31, 2026

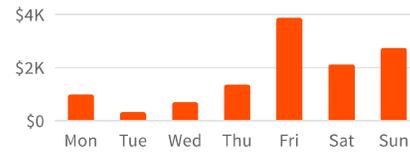
Location(s) 5200 Solterra Boulevard-Cafe Sol Solterra Resort

Sales trends

Sales by day



Day of week (totals)



Time of day (totals)



Revenue Summary

Net sales	\$11,936.08
Gratuity	\$2,148.02
Tax amount	\$835.23
Tips	\$547.56
Paid in total	\$0.00
Total amount	\$15,466.89

Cash Summary

Expected closeout cash	\$1,523.04
Actual closeout cash	\$1,523.04
Cash overage/shortage	\$0.00
Expected deposit	\$1,523.04
Actual deposit	—
Deposit overage/shortage	—

Net Sales Summary

Gross sales	\$13,275.00
Sales discounts	-\$1,130.17
Sales refunds	-\$208.75
Net sales	\$11,936.08

Cash Activity

Total cash payments	\$1,997.63
Cash adjustments	\$0.00
Cash refunds	-\$260.96
Cash before tipouts	\$1,736.67
Tipouts tips withheld	\$0.00
Total cash	\$1,736.67

Tip Summary

Tips collected	\$547.56
Tips refunded	\$0.00
Total tips	\$547.56

Payments Summary

Payment type	Amount	Tips	Grat	Refunds	Total
Credit/debit	\$11,293.26	\$547.56	\$1,889.40	\$0.00	\$13,730.22
Amex	\$587.09	\$11.75	\$103.69	\$0.00	\$702.53
Discover	\$286.49	\$25.16	\$46.52	\$0.00	\$358.17
Mastercard	\$3,258.57	\$221.96	\$551.01	\$0.00	\$4,031.54
Visa	\$7,161.11	\$288.69	\$1,188.18	\$0.00	\$8,637.98
Gift Card	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash	\$1,701.43	\$0.00	\$296.20	-\$260.96	\$1,736.67
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$12,994.69	\$547.56	\$2,185.60	-\$260.96	\$15,466.89

Unpaid Orders Summary

Unpaid amount	\$0.00
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Sales Category Summary

Sales category	Items	Net sales	Gross sales
Bottled Beer	124	\$677.08	\$689.50
Draft Beer	35	\$205.50	\$205.50
Food	534	\$5,690.40	\$6,880.75
Liquor	311	\$3,637.25	\$3,660.25
NA Beverage	374	\$1,725.85	\$1,839.00
Total	1,378	\$11,936.08	\$13,275.00

Revenue center summary

Revenue center	Items	Net sales	Gross sales
Online Ordering	196	\$1,775.48	\$2,070.75
Dining Room	1,159	\$10,035.55	\$10,945.25
Delivery	22	\$121.00	\$243.00
Kiosk	1	\$4.05	\$16.00
Total	1,378	\$11,936.08	\$13,275.00

Dining Option Summary

Dining option	Orders	Net sales	Gross sales
Dine In	529	\$10,324.55	\$11,568.75
Online Ordering - Takeout	61	\$1,607.48	\$1,690.25
Take Out	1	\$4.05	\$16.00
Total	591	\$11,936.08	\$13,275.00

Service Mode Summary

	Quick Service	Table Service	Total
Net sales	\$11,218.33	\$717.75	\$11,936.08
Total guests	563	23	586
Avg/Guest	\$19.93	\$31.21	\$20.37
Total payments	545	33	578
Avg/Payment	\$22.02	\$23.27	\$22.10
Total orders	563	28	591
Avg/Order	\$19.93	\$25.63	\$20.20
Turn time	06:37	04:57	06:32

Service Charge Summary

Service charge	Count	Amount
Delivery	1	\$6.35
Service Charge	528	\$2,141.67
Total service charges	529	\$2,148.02

Service / Daypart Summary

Service / day part	Orders	Net sales	Gross sales
Lunch	482	\$9,834.96	\$11,009.00
Dinner	107	\$2,080.32	\$2,240.00
No Service	2	\$20.80	\$26.00
Total	591	\$11,936.08	\$13,275.00

Tax Summary

Tax rate	Taxable amount	Tax amount
FL COUNTY TAX	\$11,936.08	\$119.36
FL STATE TAX	\$11,936.08	\$715.87
Non Taxable	\$0.00	—

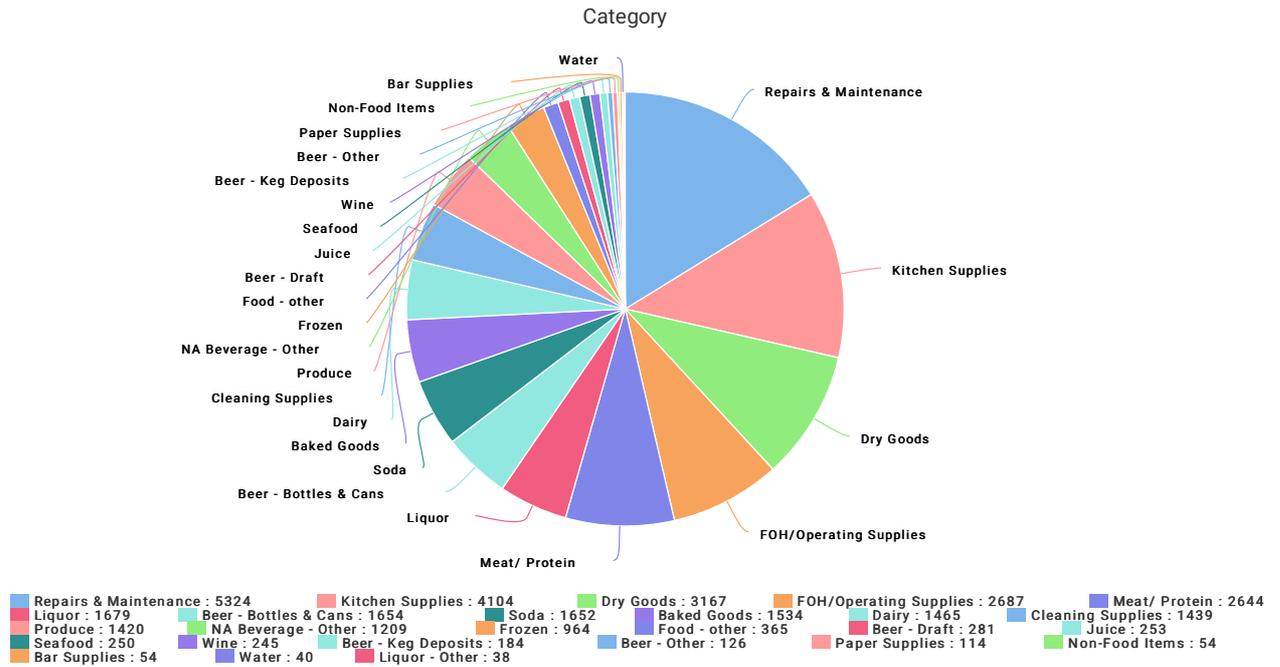
Discount Summary

Discount	Count	Amount
ARTEMIS EMPLOYEE MEAL DISCOUNT	23	\$339.49
Cabana Discount	1	\$50.00
Employee Discount - Item	50	\$313.76
HOMEOWNERS HOA	12	\$76.20
Manager Comp - Check	8	\$126.00
Manager Comp - Item	7	\$100.50
Open % Check	2	\$8.75
Open % Item	23	\$69.27
Reward Dollars	3	\$46.20
Total discounts	129	\$1,130.17

Void Summary

Void amount	\$282.00
Void order count	16
Void item count	26
Void amount %	2.4%

Category(Weekly) Tracking Sheet for Cafe Sol Bar and Grille - Davenport



Category	Week 1 (12/29/2025 to 01/04/2026) (\$)	Week 2 (01/05/2026 to 01/11/2026) (\$)	Week 3 (01/12/2026 to 01/18/2026) (\$)	Week 4 (01/19/2026 to 01/25/2026) (\$)	Week 5 (01/26/2026 to 02/01/2026) (\$)	Month To Date
Repairs & Maintenance	0	5,324	0	0	0	5,324
Kitchen Supplies	0	1,181	2,128	69	510	3,888
Dry Goods	0	0	2,349	288	531	3,168
FOH/Operating Supplies	0	2,510	0	0	177	2,687
Meat/ Protein	0	0	1,140	295	492	1,927
Liquor	0	0	0	1,637	42	1,679
Soda	0	0	1,391	0	223	1,614
Beer - Bottles & Cans	0	0	0	1,284	205	1,489
Cleaning Supplies	0	0	1,379	0	60	1,439
Produce	0	0	724	410	286	1,420
Dairy	0	0	650	272	269	1,191
NA Beverage - Other	0	0	0	710	400	1,110
Baked Goods	0	0	553	256	286	1,095
Frozen	0	0	300	249	176	725
Food - other	0	0	227	89	0	316
Seafood	0	0	0	250	0	250
Wine	0	0	0	245	0	245
Beer - Draft	0	0	0	197	0	197
Beer - Keg Deposits	0	0	0	150	4	154
Juice	0	0	0	129	18	147
Beer - Other	0	0	0	0	126	126
Paper Supplies	0	114	0	0	0	114
Bar Supplies	0	54	0	0	0	54
Non-Food Items	0	0	54	0	0	54
Total Purchases	0	9,183	10,895	6,578	3,815	30,471

Category	Week 1 (12/29/2025 to 01/04/2026) (\$)	Week 2 (01/05/2026 to 01/11/2026) (\$)	Week 3 (01/12/2026 to 01/18/2026) (\$)	Week 4 (01/19/2026 to 01/25/2026) (\$)	Week 5 (01/26/2026 to 02/01/2026) (\$)	Month To Date
Liquor - Other	0	0	0	38	0	38
Water	0	0	0	10	10	20
Total Purchases	0	9,183	10,895	6,578	3,815	30,471

Report Generated on - 02/10/2026

Food and Beverage Specials for February



VALENTINE'S DAY
Specials

— FEBRUARY 14TH ALL DAY —

SIP & SAVOR FOR 2 - \$26
1 APPETIZER AND 2 COCKTAILS
(Valid for one appetizer and 2 select cocktails)

\$8	\$8	\$6
CUPID'S COLADA CRUSH	STRAWBERRY CHAMPAGNE MARGARITA	BLUSHING BERRY MOCKTAIL

Food and Beverage Specials for March



INTERNATIONAL
Women's DAY

— ALL DAY - MARCH 8 —

\$8	\$8	\$8
CONTINENTAL COSMO	TRAILBLAZER MARTINI	UNSTOPPABLE SUNSET SPRITZ



St. Patrick's Day

Guinness Gravy Fried Chicken.....\$14
Lucky Catch Fish 'n Chips.....\$14

ALL DAY
TUESDAY, MARCH 17

BLARNEY STONE BOURBON	SHAMROCK CIDER
\$8	\$6

GREEN BEER AVAILABLE
TASTE THE LUCK IN EVERY SIP!



Financial Reporting Package
Solterra Resort Community Development District
1/1/2026 - 1/31/2026

Solterra Resort Community Development District
Balance Sheet
1/31/2026

Assets

<u>Cash - Operating</u>		
10100 - AAB - Operating		\$56,193.09
<u>Cash - Operating Total</u>		\$56,193.09
 <i>Assets Total</i>		 \$56,193.09

Liabilities and Equity

<u>Current Liability</u>		
22000 - Accounts Payable		\$12,891.52
<u>Current Liability Total</u>		\$12,891.52*
 <u>Retained Earnings</u>		 \$0.00
 <u>Net Income</u>		 \$43,301.57
 <i>Liabilities & Equity Total</i>		 \$56,193.09

*Note: Several expenses were temporarily paid by Artemis via credit card on behalf of the CDD while the bank account was being established and registered with the respective vendors. This ensured continuity of services and avoided any disruption during the transition and account setup process. These amounts will be reimbursed to Artemis and reflected in the February financials as payable expenses to the CDD. The entries will be properly categorized within the appropriate general ledger accounts to maintain accurate reporting.

Transaction Date	Transaction Amount	Transaction Description
01/05/2026	3668.68	The Webstaurant Store Inc
01/06/2026	120.00	Ntrest Servsafe
01/06/2026	15.00	Ntrest Servsafe
01/06/2026	3000.00	Sq *bianca Lysette Llc
01/06/2026	75.00	Ntrest Servsafe
01/07/2026	695.87	Whaley Foodservice1
01/07/2026	409.00	Whaley Foodservice1
01/07/2026	39.75	Whaley Foodservice1
01/12/2026	1356.36	The Webstaurant Store Inc
01/13/2026	966.86	Customink Llc
01/14/2026	1271.25	Whaley Foodservice1
01/16/2026	-34.02	Customink Llc
01/27/2026	1076.28	Abc Liquors Ecomm
Total	12660.03	

Solterra Resort Community Development District
Income Statement
1/1/2026 - 1/31/2026

Accounts	1/1/2026 - 1/31/2026			1/1/2026 - 1/31/2026			
	Actual	Budget	Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
Income							
<u>Income</u>							
40000 - Operational Funds	\$75,000.00	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00
41900 - Interest Income - Operating	\$0.53	\$0.00	\$0.53	\$0.53	\$0.00	\$0.53	\$0.00
Total Income	\$75,000.53	\$0.00	\$75,000.53	\$75,000.53	\$0.00	\$75,000.53	\$0.00
Total Income	\$75,000.53	\$0.00	\$75,000.53	\$75,000.53	\$0.00	\$75,000.53	\$0.00
Expense							
<u>General & Administrative</u>							
60050 - Labor	\$13,531.52	\$0.00	(\$13,531.52)	\$13,531.52	\$0.00	(\$13,531.52)	\$0.00
60500 - Bank Charges	\$19.90	\$0.00	(\$19.90)	\$19.90	\$0.00	(\$19.90)	\$0.00
61050 - Licensing & State Fees	\$835.23	\$0.00	(\$835.23)	\$835.23	\$0.00	(\$835.23)	\$0.00
61100 - Alcohol Purchase	\$4,045.15	\$0.00	(\$4,045.15)	\$4,045.15	\$0.00	(\$4,045.15)	\$0.00
61150 - Food Purchase	\$12,070.28	\$0.00	(\$12,070.28)	\$12,070.28	\$0.00	(\$12,070.28)	\$0.00
61200 - Supplies	\$549.37	\$0.00	(\$549.37)	\$549.37	\$0.00	(\$549.37)	\$0.00
61330 - Repairs & Maintenance	\$647.51	\$0.00	(\$647.51)	\$647.51	\$0.00	(\$647.51)	\$0.00
Total General & Administrative	\$31,698.96	\$0.00	(\$31,698.96)	\$31,698.96	\$0.00	(\$31,698.96)	\$0.00
Total Expense	\$31,698.96	\$0.00	(\$31,698.96)	\$31,698.96	\$0.00	(\$31,698.96)	\$0.00
Operating Net Income	\$43,301.57	\$0.00	\$43,301.57	\$43,301.57	\$0.00	\$43,301.57	\$0.00
Net Income	\$43,301.57	\$0.00	\$43,301.57	\$43,301.57	\$0.00	\$43,301.57	\$0.00

**Solterra Resort Community Development District
Accounts Payable Aging Report
Period Through: 1/31/2026**

Payee	Invoice	Invoice Date	Due Date	Description	Expense	Total	Current	30 Days	60 Days	90 Days
Artemis Lifestyle Services	1/31/2026	1/31/2026	Jan 2026	Salary	60050-Labor	\$13,531.52	\$13,531.52			
Total:						\$13,531.52	\$13,531.52	\$0.00	\$0.00	\$0.00
Totals:						\$13,531.52	\$13,531.52	\$0.00	\$0.00	\$0.00

Solterra Resort Community Development District
Check Register Report
1/1/2026 - 1/31/2026

Account #	Check #	Check Date Invoice	Vendor or Payee Line Item	Check Amt	Expense Account	Invoice	Paid
10100	1	1/19/2026 4704821	Whaley FoodService Hot Water Value	\$0.00	****VOID****	\$0.00	\$0.00
10100	On-Line	1/20/2026 103151720	Sysco Food Supplies	\$4,447.14	61150 Food Purchase	\$4,447.14	\$4,447.14
10100	2	1/20/2026 H9549221- 100521410 3	Southern Glazer's Wine and Spirits 1/20/2026 - Order	\$0.00	****VOID****	\$0.00	\$0.00
10100	On-Line	1/22/2026 260122	Sysco Food	\$53.84	61150 Food Purchase	\$53.84	\$53.84
10100	On-Line	1/23/2026 200361379	Florida Distributing Alcohol	\$667.42	61100 Alcohol Purchase	\$667.42	\$667.42
10100	On-Line	1/23/2026 103155486	Sysco Food	\$3,519.12	61150 Food Purchase	\$3,519.12	\$3,519.12
10100	On-Line	1/23/2026 4888669	Southern Glazer's Wine and Spirits Alcohol	\$1,828.09	61100 Alcohol Purchase	\$1,828.09	\$1,828.09
10100	On-Line	1/26/2026 103157384	Sysco Food	\$964.56	61150 Food Purchase	\$964.56	\$964.56
10100	On-Line	1/27/2026 1552511	Bernie Little Distributors Alcohol	\$53.50	61100 Alcohol Purchase	\$53.50	\$53.50
10100	On-Line	1/27/2026 174586	Hyginix Fog Drain & Clean	\$647.51	61330 Repairs & Maintenance	\$647.51	\$647.51
10100	5	1/27/2026 17830 b 17830 b	Enviroclean Systems ACH Fee Clean Kitchen	\$640.00	61325 Cleaning 61325 Cleaning	\$25.00 \$615.00	\$25.00 \$615.00
10100	On-Line	1/28/2026 260128	Sysco Food	\$83.26	61150 Food Purchase	\$83.26	\$83.26
10100	3	1/28/2026 125320462	Breakthru Beverage 1/22/26 - Liquor Order	\$1,113.26	61100 Alcohol Purchase	\$1,113.26	\$1,113.26
10100	On-Line	1/29/2026 40344957	Imperial Dade Supplies	\$549.37	61200 Supplies	\$549.37	\$549.37
10100	On-Line	1/29/2026 1552510	Bernie Little Distributors Alcohol	\$382.88	61100 Alcohol Purchase	\$382.88	\$382.88
10100	On-Line	1/30/2026 103614418	Sysco Food	\$3,002.36	61150 Food Purchase	\$3,002.36	\$3,002.36
10100	4	1/31/2026 012026	Florida Department of Revenue Jan 2026 Sales Taxes	\$835.23	60300 State Fees	\$835.23	\$835.23
Total:				\$18,787.54			

Solterra Resort Community Development District
General Ledger Detail
1/1/2026 - 1/31/2026

Client: Solterra Resort Community Development District
 Account: 10100 - AAB - Operating

Account Category: Cash - Operating
 Account Type: Bank

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID	
Beginning Balance						\$0.00		
1/19/2026	AP	Payment: Whaley FoodService , Check #: 1, Invoice #: 4704821			\$39.75	(\$39.75)	8581957	
1/19/2026	AP	[VOID] - Payment: Whaley FoodService , Check #: 1, Invoice #: 4704821		\$39.75		\$0.00	8581961	
1/20/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103151720			\$4,447.14	(\$4,447.14)	8730033	
1/20/2026	AP	[VOID] - Payment: Southern Glazer's Wine and Spirits, Check #: 2, Invoice #: H9549221-1005214103		\$1,908.87		(\$2,538.27)	8589270	
1/20/2026	GL	Operational Funds		\$75,000.00		\$72,461.73	8729265	
1/20/2026	AP	Payment: Southern Glazer's Wine and Spirits, Check #: 2, Invoice #: H9549221-1005214103			\$1,908.87	\$70,552.86	8584226	
1/22/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 260122			\$53.84	\$70,499.02	8732518	
1/23/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103155486			\$3,519.12	\$66,979.90	8730069	
1/23/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 4888669			\$1,828.09	\$65,151.81	8730109	
1/23/2026	AP	Payment: Florida Distributing, On-Line Payment, Invoice #: 200361379			\$667.42	\$64,484.39	8730021	
1/26/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103157384			\$964.56	\$63,519.83	8730083	
1/27/2026	AP	Payment: Hyginix, On-Line Payment, Invoice #: 174586			\$647.51	\$62,872.32	8732369	
1/27/2026	AP	Payment: Enviroclean Systems, Check #: 5, Invoice #: 17830 b			\$640.00	\$62,232.32	8732488	
1/27/2026	GL	Cashier Check - Southern Glazers		\$1,847.99		\$64,080.31	8730122	
1/27/2026	GL	Cashier Check - Southern Glazers			\$1,847.99	\$62,232.32	8730123	
1/27/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1552511			\$53.50	\$62,178.82	8729961	
1/28/2026	AP	Payment: Breakthru Beverage , Check #: 3, Invoice #: 125320462			\$1,113.26	\$61,065.56	8613203	
1/28/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 260128			\$83.26	\$60,982.30	8732530	
1/29/2026	GL	Deposit in Error - HOA		\$1,909.71		\$62,892.01	8730124	
1/29/2026	GL	Deposit in Error - HOA			\$1,909.71	\$60,982.30	8730125	
1/29/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1552510			\$382.88	\$60,599.42	8730009	
1/29/2026	AP	Payment: Imperial Dade, On-Line Payment, Invoice #: 40344957			\$549.37	\$60,050.05	8729701	
1/30/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103614418			\$3,002.36	\$57,047.69	8730095	
1/31/2026		Bank Statement Interest		\$0.53		\$57,048.22	8732638	
1/31/2026		Bank Statement Fees			\$19.90	\$57,028.32	8732641	
1/31/2026	AP	Payment: Florida Department of Revenue , Check #: 4, Invoice #: 012026			\$835.23	\$56,193.09	8665765	
Account Total						\$80,706.85	\$24,513.76	\$56,193.09
Beginning Balance								\$0.00
Net Change								\$56,193.09

Client: Solterra Resort Community Development District
 Account: 22000 - Accounts Payable

Account Category: Current Liability
 Account Type: Accounts Payable

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/19/2026	AP	Whaley FoodService (PO BOX 615); , Invoice #: 4704821			\$39.75	(\$39.75)	8581955
1/19/2026	AP	[VOID] - Payment: Whaley FoodService , Check #: 1, Invoice #: 4704821			\$39.75	(\$79.50)	8581960
1/19/2026	AP	Payment: Whaley FoodService , Check #: 1, Invoice #: 4704821		\$39.75		(\$39.75)	8581956
1/19/2026	AP	[VOID] - Whaley FoodService (PO BOX 615); , Invoice #: 4704821		\$39.75		\$0.00	8581963
1/20/2026	AP	Payment: Southern Glazer's Wine and Spirits, Check #: 2, Invoice #: H9549221-1005214103		\$1,908.87		\$1,908.87	8584225
1/20/2026	AP	[VOID] - Southern Glazer's Wine and Spirits (1600 NW 163rd Street); , Invoice #: H9549221-1005214103		\$1,908.87		\$3,817.74	8589274
1/20/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103151720		\$4,447.14		\$8,264.88	8730032
1/20/2026	AP	Sysco ; , Invoice #: 103151720			\$4,447.14	\$3,817.74	8730031
1/20/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street); , Invoice #: H9549221-1005214103			\$1,908.87	\$1,908.87	8584222
1/20/2026	AP	[VOID] - Payment: Southern Glazer's Wine and Spirits, Check #: 2, Invoice #: H9549221-1005214103			\$1,908.87	\$0.00	8589269
1/22/2026	AP	Sysco ; , Invoice #: 260122			\$53.84	(\$53.84)	8732516
1/22/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 260122		\$53.84		\$0.00	8732517
1/23/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street); , Invoice #: 4888669			\$1,828.09	(\$1,828.09)	8730107
1/23/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 4888669		\$1,828.09		\$0.00	8730108
1/23/2026	AP	Payment: Florida Distributing, On-Line Payment, Invoice #: 200361379		\$667.42		\$667.42	8730020
1/23/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103155486		\$3,519.12		\$4,186.54	8730068

**Solterra Resort Community Development District
General Ledger Detail
1/1/2026 - 1/31/2026**

1/23/2026	AP	Sysco ; , Invoice #: 103155486		\$3,519.12	\$667.42		8730045
1/23/2026	AP	Florida Distributing; , Invoice #: 200361379		\$667.42	\$0.00		8730019
1/26/2026	AP	Sysco ; , Invoice #: 103157384		\$964.56	(\$964.56)		8730081
1/26/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103157384	\$964.56		\$0.00		8730082
1/27/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1552511	\$53.50		\$53.50		8729960
1/27/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1552511		\$53.50	\$0.00		8729959
1/27/2026	AP	Hyginix (3830 Valley Ctr Drive #705.); , Invoice #: 174586		\$647.51	(\$647.51)		8732367
1/27/2026	AP	Payment: Hyginix, On-Line Payment, Invoice #: 174586	\$647.51		\$0.00		8732368
1/27/2026	AP	Payment: Enviroclean Systems, Check #: 5, Invoice #: 17830 b	\$640.00		\$640.00		8732487
1/28/2026	AP	Sysco ; , Invoice #: 260128		\$83.26	\$556.74		8732528
1/28/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 260128	\$83.26		\$640.00		8732529
1/28/2026	AP	Breakthru Beverage (6031 Madison Avenue); , Invoice #: 125320462		\$1,113.26	(\$473.26)		8613201
1/28/2026	AP	Payment: Breakthru Beverage , Check #: 3, Invoice #: 125320462	\$1,113.26		\$640.00		8613202
1/29/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1552510	\$382.88		\$1,022.88		8730008
1/29/2026	AP	Payment: Imperial Dade, On-Line Payment, Invoice #: 40344957	\$549.37		\$1,572.25		8729700
1/29/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1552510		\$382.88	\$1,189.37		8730005
1/29/2026	AP	Imperial Dade; , Invoice #: 40344957		\$549.37	\$640.00		8729699
1/30/2026	AP	Sysco ; , Invoice #: 103614418		\$3,002.36	(\$2,362.36)		8730093
1/30/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103614418	\$3,002.36		\$640.00		8730094
1/31/2026	AP	Payment: Florida Department of Revenue , Check #: 4, Invoice #: 012026	\$835.23		\$1,475.23		8665764
1/31/2026	AP	Artemis Lifestyle Services (1631 E. Vine St);		\$13,531.52	(\$12,056.29)		8729286
1/31/2026	AP	Florida Department of Revenue (5050 W Tennessee Street); , Invoice #: 012026		\$835.23	(\$12,891.52)		8665759

Account Total				\$22,684.78	\$35,576.30	(\$12,891.52)	
Beginning Balance						\$0.00	
Net Change						(\$12,891.52)	

Client: Solterra Resort Community Development District
Account: 40000 - Operational Funds

Account Category:
Account Type: Income

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/20/2026	GL	Operational Funds			\$75,000.00	(\$75,000.00)	8729266
Account Total				\$0.00	\$75,000.00	(\$75,000.00)	
Beginning Balance						\$0.00	
Net Change						(\$75,000.00)	

Client: Solterra Resort Community Development District
Account: 41900 - Interest Income - Operating

Account Category:
Account Type: Income

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/31/2026		Bank Statement Interest			\$0.53	(\$0.53)	8732639
Account Total				\$0.00	\$0.53	(\$0.53)	
Beginning Balance						\$0.00	
Net Change						(\$0.53)	

Client: Solterra Resort Community Development District
Account: 60050 - Labor

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/31/2026	AP	Artemis Lifestyle Services (1631 E. Vine St); Jan 2026 Salary		\$13,531.52		\$13,531.52	8729285
Account Total				\$13,531.52	\$0.00	\$13,531.52	
Beginning Balance						\$0.00	
Net Change						\$13,531.52	

**Solterra Resort Community Development District
General Ledger Detail
1/1/2026 - 1/31/2026**

Client: Solterra Resort Community Development District
Account: 60300 - State Fees

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/31/2026	AP	Florida Department of Revenue (5050 W Tennessee Street), Invoice #: 012026; Jan 2026 Sales Taxes		\$835.23		\$835.23	8665758
1/31/2026	GL	RC - 60300:61050 - Florida Department of Revenue (5050 W Tennessee Street), Invoice #: 012026; Jan 2026 Sales Taxes			\$835.23	\$0.00	8729212
Account Total				\$835.23	\$835.23	\$0.00	
Beginning Balance						\$0.00	
Net Change						\$0.00	

Client: Solterra Resort Community Development District
Account: 60500 - Bank Charges

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/31/2026		Bank Statement Fees		\$19.90		\$19.90	8732640
Account Total				\$19.90	\$0.00	\$19.90	
Beginning Balance						\$0.00	
Net Change						\$19.90	

Client: Solterra Resort Community Development District
Account: 61050 - Licensing & State Fees

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/31/2026	GL	RC - 60300:61050 - Florida Department of Revenue (5050 W Tennessee Street), Invoice #: 012026; Jan 2026 Sales Taxes		\$835.23		\$835.23	8729211
Account Total				\$835.23	\$0.00	\$835.23	
Beginning Balance						\$0.00	
Net Change						\$835.23	

Client: Solterra Resort Community Development District
Account: 61100 - Alcohol Purchase

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/20/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street), Invoice #: H9549221-1005214103; 1/20/2026 - Order		\$1,908.87		\$1,908.87	8584221
1/20/2026	AP	[VOID] - Southern Glazer's Wine and Spirits (1600 NW 163rd Street), Invoice #: H9549221-1005214103; 1/20/2026 - Order			\$1,908.87	\$0.00	8589273
1/23/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street), Invoice #: 4888669; Alcohol		\$1,828.09		\$1,828.09	8730106
1/23/2026	AP	Florida Distributing, Invoice #: 200361379; Alcohol		\$667.42		\$2,495.51	8730018
1/27/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1552511; Alcohol		\$53.50		\$2,549.01	8729958
1/28/2026	AP	Breakthru Beverage (6031 Madison Avenue), Invoice #: 125320462; 1/22/26 - Liquor Order		\$1,113.26		\$3,662.27	8613200
1/29/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1552510; Alcohol		\$382.88		\$4,045.15	8730004
Account Total				\$5,954.02	\$1,908.87	\$4,045.15	
Beginning Balance						\$0.00	

**Solterra Resort Community Development District
General Ledger Detail
1/1/2026 - 1/31/2026**

Net Change

\$4,045.15

Client: Solterra Resort Community Development District
Account: 61150 - Food Purchase

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/20/2026	AP	Sysco , Invoice #: 103151720; Food Supplies		\$4,447.14		\$4,447.14	8730030
1/22/2026	AP	Sysco , Invoice #: 260122; Food		\$53.84		\$4,500.98	8732515
1/23/2026	AP	Sysco , Invoice #: 103155486; Food		\$3,519.12		\$8,020.10	8730044
1/26/2026	AP	Sysco , Invoice #: 103157384; Food		\$964.56		\$8,984.66	8730080
1/28/2026	AP	Sysco , Invoice #: 260128; Food		\$83.26		\$9,067.92	8732527
1/30/2026	AP	Sysco , Invoice #: 103614418; Food		\$3,002.36		\$12,070.28	8730092
Account Total				\$12,070.28	\$0.00	\$12,070.28	
Beginning Balance						\$0.00	
Net Change						\$12,070.28	

Client: Solterra Resort Community Development District
Account: 61200 - Supplies

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/29/2026	AP	Imperial Dade, Invoice #: 40344957; Supplies		\$549.37		\$549.37	8729698
Account Total				\$549.37	\$0.00	\$549.37	
Beginning Balance						\$0.00	
Net Change						\$549.37	

Client: Solterra Resort Community Development District
Account: 61330 - Repairs & Maintenance

Account Category: General & Administrative
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/27/2026	AP	Hyginix (3830 Valley Ctr Drive #705.), Invoice #: 174586; Fog Drain & Clean		\$647.51		\$647.51	8732366
Account Total				\$647.51	\$0.00	\$647.51	
Beginning Balance						\$0.00	
Net Change						\$647.51	

Client: Solterra Resort Community Development District
Account: 66850 - Building R&M

Account Category: Pool/Clubhouse
Account Type: Expense

Posting Date	Source	Description	Long Desc	Debit	Credit	Balance	GLID
Beginning Balance						\$0.00	
1/19/2026	AP	Whaley FoodService (PO BOX 615), Invoice #: 4704821; Hot Water Value		\$39.75		\$39.75	8581954
1/19/2026	AP	[VOID] - Whaley FoodService (PO BOX 615), Invoice #: 4704821; Hot Water Value			\$39.75	\$0.00	8581962
Account Total				\$39.75	\$39.75	\$0.00	
Beginning Balance						\$0.00	
Net Change						\$0.00	

\$\$\$ Solterra Resort Community Development District \$\$\$
Reconciliation Report

Alliance Association Bank - AAB - Operating-10100
 Statement Date: 1/31/2026

Statement Balance: \$58,203.30
 GL Balance: \$56,193.09
 Last Statement Balance: \$0.00
 Outstanding Checks: \$3,858.20
 Outstanding Deposits: \$1,847.99
 Calculated Balance: \$58,203.30
 GL vs. Balance Difference: \$0.00

Outstanding

Checks	Description	Date	Check #	Amount
	Payment: Breakthru Beverage , Check #: 3, Invoice #: 125320462	1/28/2026	3	-\$1,113.26
	Deposit in Error - HOA	1/29/2026		-\$1,909.71
	Payment: Florida Department of Revenue , Check #: 4, Invoice #: 012026	1/31/2026	4	-\$835.23
Total Outstanding Checks:				\$3,858.20
Deposits	Description	Date		Amount
	Cashier Check - Southern Glazers	1/27/2026		\$1,847.99
Total Outstanding Deposits:				\$1,847.99

Tab 7

2026 F&B Budget

Artemis Lifestyles / Solterra CDD

Total Revenue : \$1,065,000

REVENUE (Aligned – No Conflicts)

Category	Annual Amount	% of Revenue
Prepared Food	\$480,000	45.1%
Fountain Beverages	\$55,000	5.2%
Liquor	\$215,000	20.2%
Wine	\$70,000	6.6%
Canned Beer	\$95,000	8.9%
Draft Beer	\$85,000	8.0%
Service Charge Income	\$65,000	6.1%
Total Revenue	\$1,065,000	100%

LABOR & PAYROLL

Category	Annual Amount	% of Revenue
Payroll FOH	\$235,000	22.1%
Payroll Kitchen	\$210,000	19.7%
Payroll Service Charge	\$65,000	6.1%
Payroll Taxes	\$92,000	8.6%
Total Labor & Payroll	\$602,000	56.5%

OPERATING & ADMINISTRATIVE EXPENSES (Merged & Corrected)

Category	Amount
Education & Training	\$5,000
Equipment Repairs & Maintenance	\$32,300
Janitorial Services	\$15,000
Pest Control	\$4,800
Smallwares	\$16,300
Supplies	\$26,300
Bar Supplies	\$9,000
Uniform & Laundry	\$6,100
Management Fees	\$24,000
Licenses & Fees	\$9,200
Security	\$8,000
IT & POS Technology	\$13,000
Total Operating Expenses (Merged)	181,000

FINAL MERGED FINANCIAL SUMMARY

Item	Amount
Total Revenue	1,065,000
Total Labor & Payroll	(\$602,000)

Total Operating Expenses	(\$181,000)
Total Expenses	(\$783,000)
Net Operating Margin	\$282,000
Net Margin %	26.5%

Cafe Sol – 2026 F&B Budget Summary

Artemis Lifestyles | Solterra CDD

Total Projected Revenue

\$1,065,000

Revenue Mix

- Prepared Food: **\$480,000** (45.1%)
- Beverage Alcohol (Liquor, Wine, Beer): **\$465,000** (43.7%)
- Fountain / N.A. Beverages: **\$55,000** (5.2%)
- Service Charge Income: **\$65,000** (6.1%)

Balanced Food & Beverage mix aligned with 4COP licensing strategy

Expense Overview

Labor & Payroll: \$602,000 (56.5%)

- FOH Payroll: \$235,000
- Kitchen Payroll: \$210,000

- Service Charge Distribution: \$65,000
- Payroll Taxes: \$92,000

Operating & Administrative Expenses: \$181,000 (17.0%)

- Includes repairs & maintenance, janitorial, supplies, bar supplies, uniforms, security
- **IT & POS Technology included (\$13,000)**
- Management Fees: **\$24,000**

2026 Financial Performance

Metric	Amount
Total Revenue	1,065,000
Total Expenses	(\$783,000)
Net Operating Income	\$282,000
Net Margin	26.5%

Tab 8

Cafe Sol – January 2026

Performance Summary & Operational Goals

Opening, Licensing & Compliance Milestones

Cafe Sol officially opened its doors on **January 18, 2026 at 11:00 AM**, marking the launch of food and beverage operations at Solterra Resort.

Key regulatory and compliance milestones achieved:

- **4COP Liquor License:** Acquired December 18, 2025
- **Hotel & Resort Permanent Food License:** Acquired January 15, 2026
- **Employee Compliance Certification:**
 - As of **January 10, 2026, 100% of Cafe Sol employees** successfully obtained both:
 - **Food Handling Certification**
 - **Alcohol Handling Certification**

These milestones ensured Cafe Sol opened fully compliant with State of Florida, county, and hospitality industry requirements, while reinforcing a strong culture of safety, responsibility, and service excellence from day one.

Operational Overview

During the initial launch period, Cafe Sol has operated under **limited hours** due to:

- Non-peak seasonal demand
- Weather-related impacts
- A controlled soft-opening strategy

This approach allowed management to prioritize service quality, staff training, and system stability while building awareness within the Solterra community.

Menu Availability Update

- **Full Food Menu:** Available as of opening and fully operational
 - **Specialty Drink Menu:** Scheduled to launch **February 14, 2026**, coinciding with the arrival of our **first delivery of souvenir cups**, enhancing both guest experience and branded beverage presentation
-

Revenue Performance (January 18–26, 2026)

Despite limited operating days and hours, Cafe Sol significantly exceeded its initial revenue expectations.

- **Preset Revenue Goal:** \$6,500.00
- **Actual Revenue Achieved:** \$11,264.70
- **Performance vs. Goal:** 173% of target

This early success reflects strong demand, effective pricing, and positive guest reception.

Guest Experience & Brand Engagement

Early guest feedback and engagement metrics continue to trend positively:

- **5-Star Reviews:** Maintained across early guest feedback
 - **Loyalty Rewards Members:** 66 members enrolled since opening
 - **Brand Visibility:** Strong recognition driven by consistent service and presentation
-

Promotional Strategy

Targeted promotional codes were deployed to encourage trial, repeat visits, and mobile ordering adoption:

- **Homeowners**
- **Artemis Employees**
- **Security Employees**

These promotions supported early traffic while reinforcing community engagement.

Mobile Dining & Delivery Launch

To further expand revenue channels and enhance convenience, **delivery service will officially launch on Super Bowl Sunday.**

Delivery-Only Game Day Specials

- **Family Pizza Bundle**
 - 2 two-topping pizzas
 - 4 sodas
 - **\$45 + service charge**
- **Chicken & Fries Family Pack**
 - 10 pieces of chicken
 - Fries for four
 - 4 sodas
 - **\$50 + service charge**

These offerings are designed to drive higher average checks, group orders, and mobile dining adoption.

January Close-Out & Forward Goals

As Cafe Sol transitions from soft opening into expanded operations, goals include:

1. Maintaining 5-star guest experience standards
2. Continued loyalty rewards enrollment growth
3. Increased mobile ordering and delivery utilization
4. Launching the specialty cocktail program with souvenir cups on February 14
5. Preparing staffing and operations for peak seasonal demand

Tab 9

SOLTERRA RESORT CDD

Monthly Manager's Report

Prepared for the Board of Supervisors



Report Period	January 1 - February 18, 2026
Prepared By	Joe Bullins, LCAM, CMCA, AMS
Title	General Manager / LCAM
Submitted To	CDD Board of Supervisors
Report Date	February 25, 2026
Report Status	Final

1. Executive Summary

This summary provides a high-level overview of operations, financials, facilities, staffing, and guest experience for the period ending February 18, 2026. Full details of each area are available in the corresponding sections of this report.

Financially, gross sales for the January 1 through February 18 period totaled \$64,965, representing a 26.1% increase over the same period in 2025. Net sales increased 23.8% year-over-year. Cabana rental bookings are up 18% over the prior year period. A seasonal pricing adjustment has been applied to cabana rentals during the shoulder season, with standard rates expected to resume as peak season begins. Additional details, including a full year-over-year comparison, is provided in Sections 2 and 3.

Five facilities projects were completed during the reporting period: the gym refresh, rock waterfall pressure wash, sidewalk installation, exterior pressure washing, and seasonal banner installation. The Solterra Resort waterfall sign is currently in fabrication with an estimated installation date of mid-March 2026. Parking line restriping is 95% complete. The network infrastructure upgrade is largely complete; a vendor change during the electrical phase resulted in a project cost reduction of \$3,450, and the final IT closet phase is now cleared to proceed. Full project details are provided in Section 5.

Eleven Artemis resort operations staff are currently scheduled at a collective utilization rate of 90.8% of maximum capacity, calculated after 30-minute unpaid lunch deductions. Wilmary Melendez has been reclassified from Part-Time to Full-Time. Several new team members are in the process of being onboarded. Staffing details are provided in Section 4.

63 guest reviews were submitted since the last Board meeting, with an average rating of 4.6 out of 5.0. 52 of those reviews were 5-star. Lower-rated submissions were largely attributable to weather-related factors including water temperature, playground closure, and slide height requirements. Follow-up was conducted on all reviews rated 3 stars or below. Full review detail is provided in Section 8.

On the administrative side, the community newsletter is transitioning from FrontSteps to Constant Contact, with the April edition as the target for the redesigned mobile-friendly format. SOP development is underway. Nine management priorities for the reporting period are outlined in Section 7, covering peak season readiness, communications, infrastructure, and revenue initiatives.

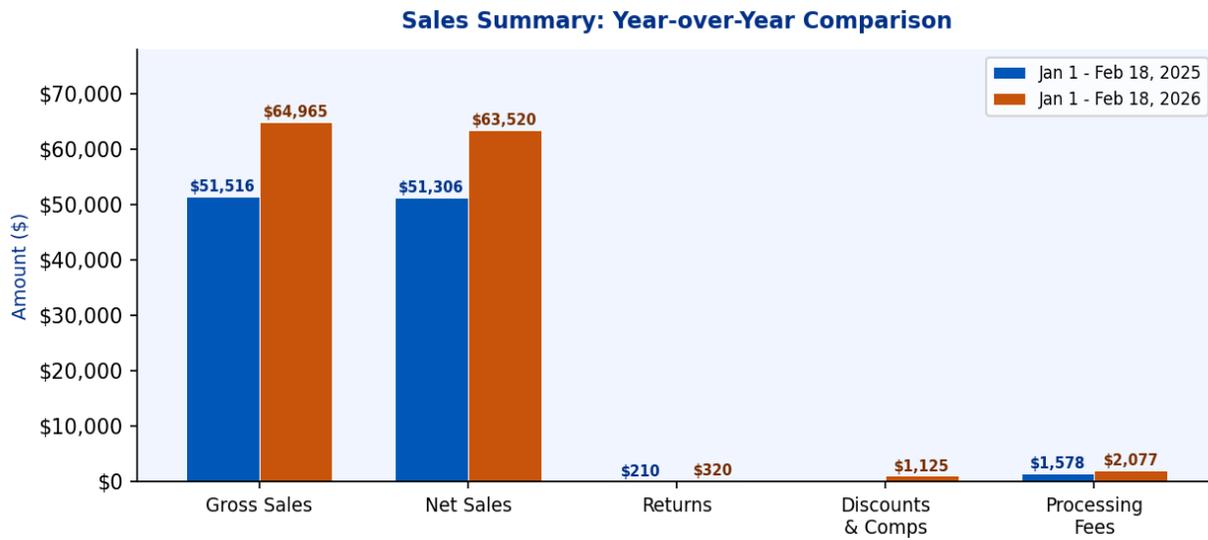
Three items are presented for Board consideration in this report: selection of a vendor for the concrete bench pad installations, confirmation of the 2027 timeline for deck signage replacement, and scheduling of a shade session to address the Envera network crossover issue. These are detailed in Section 5a.

2. Financial Summary - Square Sales

The following figures represent all Square POS transactions at Solterra Resort from January 1 through February 18, compared year-over-year. All data is sourced directly from Square reporting exports.

<p>2026 Gross Sales \$64,965 ▲ \$13,449 vs. 2025 (+26.1%)</p>	<p>2026 Net Sales \$63,520 ▲ \$12,214 vs. 2025 (+23.8%)</p>	<p>Total Transactions 1,397 ▲ 66 transactions (+5.0%)</p>	<p>Processing Fees \$2,077 ▲ \$499 vs. 2025 (+31.6%)</p>
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2a. Sales Summary - Year-over-Year



Metric	2025 (Jan 1–Feb 18)	2026 (Jan 1–Feb 18)	Change (\$)	Change (%)
Gross Sales	\$51,516	\$64,965	+\$13,449	+26.1%
Returns	(\$210)	(\$320)	+\$110	+52.4%
Discounts & Comps	\$0	(\$1,125)	-\$1,125	N/A
Net Sales	\$51,306	\$63,520	+\$12,214	+23.8%
Taxes Collected	\$3,591	\$4,441	+\$850	+23.7%
Total Sales	\$54,897	\$67,961	+\$13,064	+23.8%
Processing Fees	(\$1,578)	(\$2,077)	-\$499	-31.6%
Net Total (After Fees)	\$51,912	\$64,028	+\$12,116	+23.3%
Total Transactions	1,331	1,397	+66	+5.0%

2b. Amenity Access - Revenue Breakdown

Revenue Source	2025 Transactions	2026 Transactions	2025 Gross	2026 Gross
Leisure Patron Resort Fee	1,235	1,307	\$44,550	\$57,895
Owner Amenity Access Key	45	38	\$2,050	\$1,400
People Adjustment Fees	5	5	\$50	\$50
Amenity Access Replacements	-	1	-	\$25

Key Observation: The Leisure Patron Resort Fee remains the dominant revenue driver, growing 30% year-over-year in gross sales. Owner Access Key transactions declined slightly (45 → 38), which may reflect seasonal variation or reduced new onboarding activity and warrants monitoring. Discounts & Comps emerged in 2026 at \$1,125 across 41 transactions - a new variable not present in the same period last year. Management will track this trend closely.

Management Note - Seasonal Pricing Strategy: The \$1,125 in discounts reflects a deliberate yield management strategy implemented by Management during the shoulder season. Standard cabana rates (\$100/day) are selectively reduced to \$50–\$75 based on day of week and projected attendance, converting inventory that would otherwise sit vacant into active revenue. This approach is producing results - bookings are up 18% year-over-year. Pricing will return to standard rates as peak season resumes.

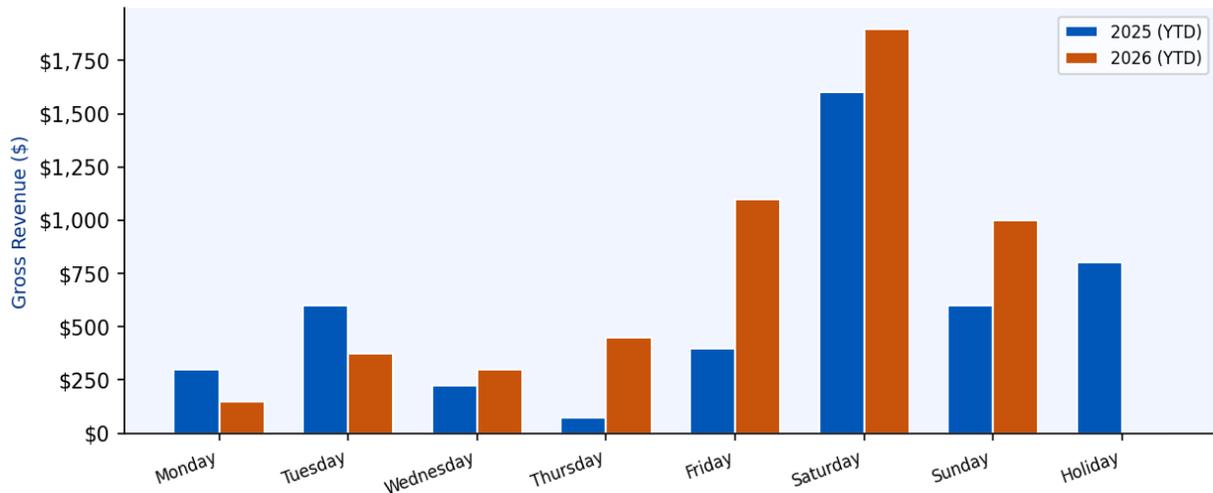
3. Cabana Rental Analysis

Cabana rentals are tracked as a separate revenue stream within Square. The following data reflects all cabana bookings from the beginning of each respective year through February 18, capturing the early-season demand pattern and year-over-year growth trajectory.

2026 Bookings 59 ▲ 9 bookings vs. 2025 (+18%)	2026 Gross Revenue \$5,275 ▲ \$675 vs. 2025 (+14.7%)	2026 Net Revenue \$4,156 ▼ \$444 vs. 2025 (-9.6%)	2026 Discounts \$1,119 vs. \$0 in 2025
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3a. Cabana Revenue by Day of Week

Cabana Rental Revenue by Day of Week: 2025 vs. 2026 YTD



Day	2025 Bookings	2025 Gross	2026 Bookings	2026 Gross	2026 Net	2026 Disc.	Δ Bookings
Monday	4	\$300	2	\$150	\$150	\$0	▼ 2
Tuesday	8	\$600	5	\$375	\$375	\$0	▼ 3
Wednesday	3	\$225	4	\$300	\$300	\$0	▲ 1
Thursday	1	\$75	8	\$450	\$425	\$25	▲ 7
Friday	4	\$400	11	\$1,100	\$750	\$350	▲ 7
Saturday	16	\$1,600	19	\$1,900	\$1,406	\$494	▲ 3
Sunday	6	\$600	10	\$1,000	\$750	\$250	▲ 4
Holiday	8	\$800	-	-	-	-	-
TOTAL	50	\$4,600	59	\$5,275	\$4,156	\$1,119	▲ 9

3b. Key Observations & Insights

- Weekend demand is solid and growing. Saturday remains the peak day with 19 bookings and \$1,900 gross. Sunday increased from 6 to 10 bookings - a strong indicator of increased weekend resort traffic.
- Thursday and Friday are breakout performers in 2026. Thursday jumped from 1 to 8 bookings; Friday grew from 4 to 11. This suggests growing mid-to-late-week demand, potentially tied to short-term rental turnover patterns.
- Seasonal pricing model is driving volume. The \$1,119 in discounts reflects a deliberate yield management approach: standard \$100 cabana rates are selectively reduced to \$50–\$75 during the shoulder season based on day of week and projected guest volume. The result is 18% more bookings and revenue from inventory that would otherwise go unbooked. Net revenue will recover as pricing returns to standard rates heading into peak season.
- Holiday bookings are not yet present in the 2026 YTD data. The 2025 period included 8 holiday cabana bookings generating \$800. Management will monitor whether holiday demand materializes as we approach spring and summer.
- Seasonal discounting is focused on the higher-demand days (Fri–Sun), which is consistent with the strategy: weekday bookings (Mon–Thu) are priced standardly and require less incentive, while weekend discounts are driving incremental bookings on days with more competitive demand.

Revenue Opportunity: With Thursday and Friday showing strong booking growth, consider introducing a 'Weekend Package' pricing tier or weekday loyalty rate to drive volume without eroding weekend revenue. Formalizing discount authorization thresholds before peak season would protect net revenue.

A simple written policy establishing who can authorize discounts, at what levels, and under what conditions would protect revenue integrity while preserving Management flexibility. This can be folded into the SOP development effort already underway.

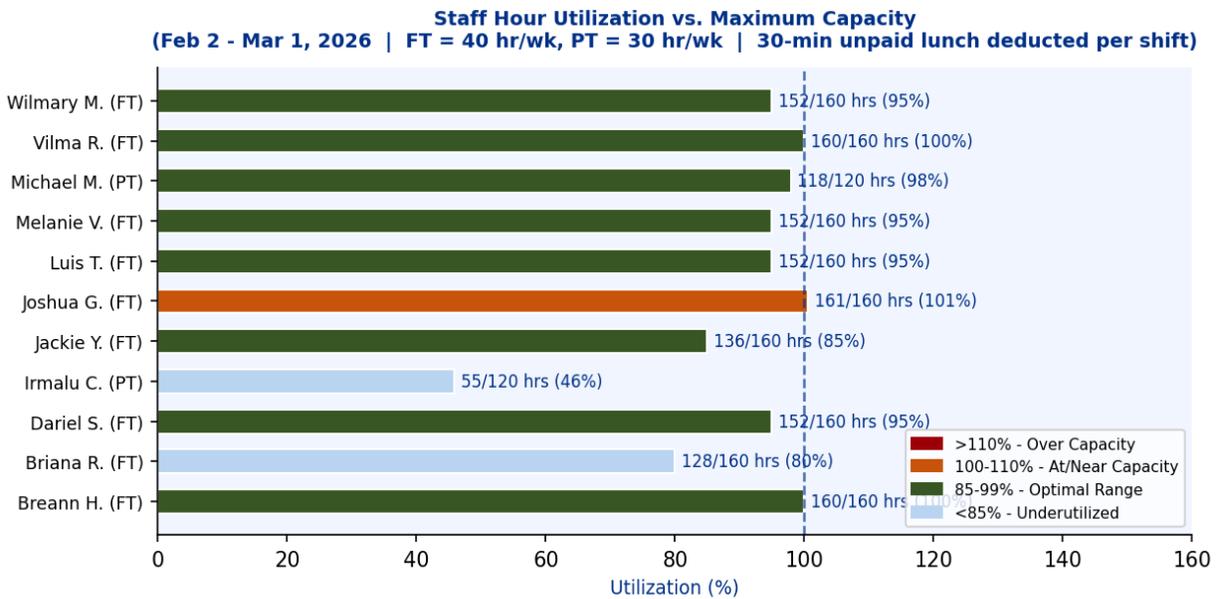
4. Staffing & Labor Analysis

The following analysis covers the four-week period of February 2 through March 1, 2026. Staff listed are Artemis-contracted resort operations employees only. Management team members on separate contracts (GM, AGM, Maintenance Supervisors, FOM, and Janitorial) are excluded from this analysis by contract structure.

Artemis Staff Headcount 11 8 FT 3 PT	Scheduled Hours (4 wks) 1,525.5 vs. 1,680 max capacity	Overall Utilization 90.8% ▼ 154.5 hrs below max	Over-Capacity Staff 0 All staff within capacity
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4a. Utilization vs. Maximum Capacity

Maximum capacity is calculated at 40 hrs./week for Full-Time (FT) and 30 hrs./week for Part-Time (PT) employees over the 4-week period (160 hrs. FT max / 120 hrs. PT max). A 30-minute unpaid lunch break has been deducted from all shifts of 6 hours or longer.

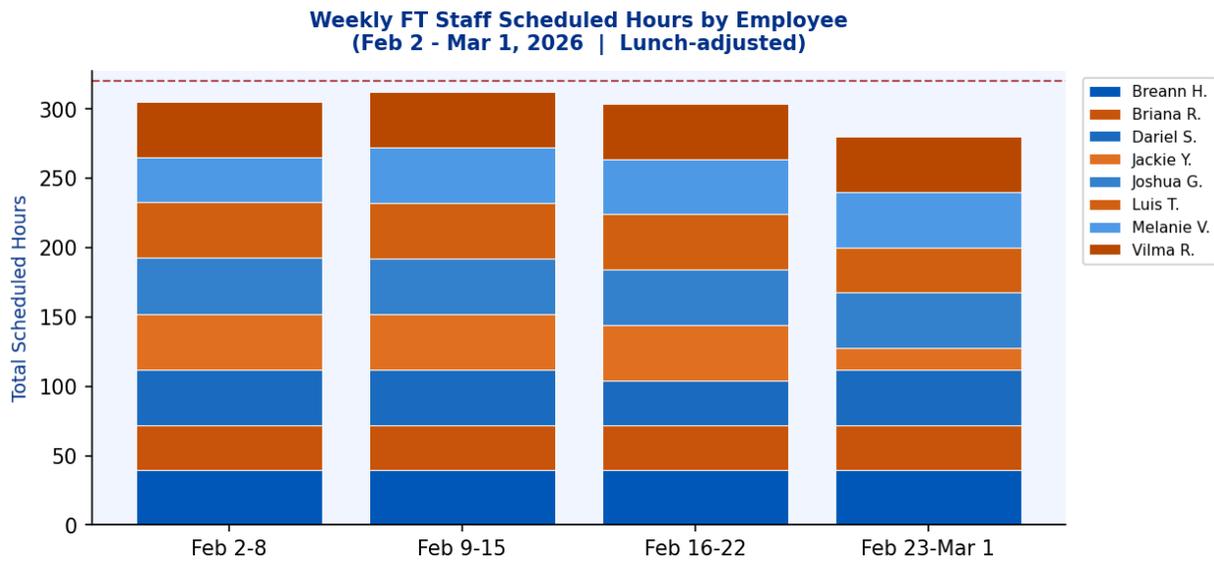


4b. Individual Staff Detail

Employee	FT/PT	Position	Feb 2–8	Feb 9–15	Feb 16–22	Feb 23–M1	Total Hrs.	Max	Util %
Breann Hofmeister	FT	FD-Floater	40.0	40.0	40.0	40.0	160.0	160	100%
Briana Reyes	FT	Resort Host	32.0	32.0	32.0	32.0	128.0	160	80%
Dariel Santana	FT	Resort Host	40.0	40.0	32.0	40.0	152.0	160	95%
Irmalu Crespo	PT	Resort Host	15.0	15.0	15.0	10.0	55.0	120	46%

Jackie Yllas Martinez	FT	FD-Floater	40.0	40.0	40.0	16.0	136.0	160	85%
Joshua Gonzalez	FT	RH Shift Lead	41.0	40.0	40.0	40.0	161.0	160	101%
Luis Torres	FT	RH Shift Lead	40.0	40.0	40.0	32.0	152.0	160	95%
Melanie Vicente	FT	Lifestyle Assoc.	32.0	40.0	40.0	40.0	152.0	160	95%
Michael Morales	PT	Resort Host	29.5	29.5	31.0	27.5	117.5	120	98%
Vilma Rosado	FT	FD-Floater	40.0	40.0	40.0	40.0	160.0	160	100%
Wilmary Melendez	FT	Resort Host	32.0	40.0	40.0	40.0	152.0	160	95%

4c. Weekly Hours Distribution



4d. Staffing Insights & Concerns

- Wilmary Melendez (FT) - 95% utilization: Recently reclassified to Full-Time. At 152 hours against a 160-hour FT maximum, she is well within range and performing at a healthy utilization level. Week 1 figure of 32 hours reflects the transition period.
- Michael Morales (PT) - 98% utilization: At 117.5 hours against a 120-hour maximum, Michael is well within range and essentially at optimal capacity. No action needed.
- Breann Hofmeister and Vilma Rosado - exactly 100% utilization: Both land at precisely 160 hours over 4 weeks after lunch deductions, which reflects consistent, well-structured scheduling. Joshua Gonzalez comes in at 101% (161 hours) - one extra hour across the month, which is negligible.
- Irmalu Crespo (PT) - 46% utilization: Scheduled at 55 of a possible 120 hours over 4 weeks. This reflects an intentional Management decision to limit her hours for both scheduling and seasonal reasons. No action required.

- Jackie Yllas Martinez (FT) - 85% utilization with a notable drop in Week 4 (16 hours): This sharp decline from 40 hours to 16 in the final week warrants a check-in. Confirm whether this was approved time off, modified availability, or a scheduling gap that needs to be covered.

Staffing Note: All 11 Artemis staff members are scheduled within or near their classification maximums after lunch deductions. The team is well-deployed with no compliance concerns. The primary watch item remains Irmalu Crespo (PT) at 46% utilization - Management will assess whether her current reduced schedule reflects intentional low-season deployment or an opportunity to redistribute hours.

Scheduling Efficiency: After accounting for 30-minute unpaid lunches, overall labor utilization sits at 90.8% against maximum capacity - a healthy, well-managed range. Most FT staff land right at or just under 40 hours per week, reflecting disciplined scheduling. Irmalu Crespo's reduced hours are intentional, reflecting both her scheduling availability and low-season demand. No corrective action is required.

5. Maintenance & Projects

The following reflects project activity completed during February 2026 and ongoing work carrying into March. Unless otherwise noted, all completed work was performed within budget and to Management’s satisfaction.

5a. Items Requiring Board Action

The following three items require Board direction, approval, or scheduling before work can proceed.

Item	Summary	Action Required
Concrete Bench Pads (7 Locations)	Two competing proposals in hand - Legacy Construction and Freedom Concrete - for installation of 7 concrete pads around the clubhouse and along the Blvd. Benches are already owned by the district. Several are currently unsecured, presenting a safety liability. Pads will anchor benches permanently and expand seating.	Board to review both proposals and select vendor / approve budget
Deck Signage Replacement	Full replacement of all deck signage is anticipated to be a significant expense, requiring coordination with Resort Pools (pool vendor) and the district’s insurance carrier for code compliance. Budget constraints make 2027 the realistic timeline. Management recommends beginning scoping work now (measurements, sign inventory, specifications) so that vendor quotes can be solicited efficiently when funding is available.	Board to confirm 2027 timeline and authorize preparatory scoping work
Network / Envera Crossover Issue	During the network infrastructure migration, complications arose at the intersection of the new system and Envera. Details involve sensitive access and security configurations that Management recommends discussing outside the standard public meeting format.	Board to schedule shade session to discuss

5b. Completed Projects

Project	Summary	Vendor(s)	Status
Gym Refresh	Dual pulley system installed. New dumbbells and rack delivered and set up. Echelon bike RMA repair completed. Additional TVs installed throughout the gym - resort reel loop pending final configuration. District insurance broker completed post-refresh site visit with positive feedback; minor future signage recommendations noted.	Various	<input checked="" type="checkbox"/> Complete

Rock Waterfall Pressure Wash	Pressure washing of the rock waterfall feature completed prior to pool reopening, minimizing guest disruption and allowing adequate time for system filtration following completion.	Resort Pools	<input checked="" type="checkbox"/> Complete
Sidewalk Installation	Two-day project completed with high-quality finish. Yellowstone provided additional irrigation and landscaping support; onsite maintenance team assisted with barriers and after-hours remediation. Legacy has been asked to submit a proposal for concrete bench pads (see Board action item above).	Legacy / Yellowstone	<input checked="" type="checkbox"/> Complete
Exterior Pressure Washing	Clubhouse sidewalks, exterior and interior walls along Pine Tree, adjacent homes backing to the community, and the guardhouse have all been pressure washed and are complete.	Buddy's Pressure Washing	<input checked="" type="checkbox"/> Complete
Seasonal Banner Installation	In coordination with District Management and Counsel, the previous banners were retrieved, and the appropriate seasonal banner has been installed along the Blvd. Temporary measure in place until Board Liaison finalizes a new permanent banner design.	District / Internal	<input checked="" type="checkbox"/> Complete

5c. Ongoing Projects

Project	Current Status	Vendor	Target	% Done
Solterra Resort Entry Sign	Sign mount is currently in fabrication. As of February 18, the fabricator projected approximately one month to completion and installation.	TBD (fabricator)	~Mar 18, 2026	50%
Parking Line Restriping	95% complete. Remaining work expected to be finished on or before March 6, 2026, Board meeting.	Internal / Maintenance	By Mar 6, 2026	95%
Network Infrastructure Upgrade	Largely complete. ISP migration complications resulted in not all five accounts being successfully transferred as initially believed. Supervisor Voisard, District, Management, and authorized user Jayme Biggs are collaborating to rebuild the affected accounts. Staff are stress-testing the new system. Management is simultaneously working with StayFi to register access points and configure the captive portal for future marketing and guest campaigns.	PeakNet / StayFi	TBD	85%

Gym TV Configuration	Televisions have been installed. Resort reel loop content is ready; final display configuration pending.	Internal	Near-term	80%
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Operational Note: The network migration and Envera crossover issue is the most operationally sensitive open item. Until the system is fully stress-tested and declared stable, Management is treating this as high priority. A shade session is recommended before the next public Board meeting to allow a full and candid debrief on the Envera intersection.

6. Administrative & Operational Updates

6a. Community Newsletter

The monthly newsletter continues to evolve and has received consistently positive feedback from residents on both content and presentation. The current focus is on two parallel improvements: platform migration and organizational alignment.

On the platform side, the newsletter is being transitioned from FrontSteps — which has significant limitations in rendering mobile-friendly content — to the district’s existing Constant Contact account. Management will update the distribution list and coordinate with the Artemis Communications team to redesign the newsletter template for full mobile compatibility. The goal is to have a polished, plug-and-play format finalized and deployed with the April edition.

On the organizational side, responsibility for newsletter production is shifting to the Artemis Communications team in collaboration with the General Manager. Content development will remain a cross-functional effort — drawing from Lifestyles, Food & Beverage, and vendor partners — with final monthly sign-off retained by the GM to ensure quality, accuracy, and community relevance.

Looking ahead, conversations are underway to expand the newsletter’s role as a platform for resident surveys and targeted marketing campaigns. Once the redesigned newsletter is fully operational, Management will transition to working with Chairman Meert to develop a broader communications and marketing plan of action.

Status: Newsletter migration to Constant Contact is in progress. March 2026 edition is the target launch for the redesigned mobile-friendly format. GM retains editorial sign-off authority.

6b. Café Electrical Work — Network Project Phase Completion

The electrical work associated with the amenity center network upgrade encountered a brief setback when the originally approved vendor declined the engagement after contract execution. Management responded promptly, sourcing alternative vendors and engaging Dutch Electrical — a contractor with established District history, having previously performed electrical work during the sidewalk project.

Rather than a like-for-like panel replacement, Dutch Electrical proposed and executed a more efficient solution: combining service at the existing panel to create a dedicated circuit. Prior to proceeding, Management coordinated with Insyte to confirm that sufficient amperage was available for the dedicated circuit. Work was completed within the reporting period and has been verified as fully operational.

Item	Original Scope	Executed Scope
Solution	Like-for-like dedicated panel installation	Combined service at existing panel to create dedicated circuit
Vendor	Original approved vendor (declined)	Dutch Electrical

Project Cost Impact	—	▼ \$3,450 reduction
Status	—	☑ Complete — Insyte cleared to proceed

With electrical work confirmed complete, Insyte has been notified and is now cleared up to schedule the final phase of the network project: decommissioning and rebuilding the IT closet with new equipment. All work in this phase is planned for after 6:00 p.m. to eliminate service disruption for guests and owners during amenity hours.

Financial Note: The scope adjustment resulted in a net project cost decrease of \$3,450. This reflects a functionally equivalent — and in this case, more targeted — electrical solution rather than the originally specified full panel replacement. Management considers the outcome favorable both operationally and financially.

6c. Standard Operating Procedures (SOPs) Development Initiative

Management has initiated a comprehensive review and development of internal Standard Operating Procedures for resort operations. This effort is focused on creating documentation that is both operationally precise and grounded in policy — aligning with the Amenity Center’s governing policies where applicable, and fully consistent with the Artemis Employee Handbook for all Solterra-specific procedures.

The intent is to move from informal, institutional knowledge toward a documented, repeatable operational framework that supports staff training, consistency of service, and management continuity. This work is being treated as a near-term priority and is underway throughout the remainder of this reporting period and into March.

Status: SOP development is actively underway. Initial focus areas include front desk operations, amenity access procedures, and guest service standards. A draft framework is targeted for internal review in March.

7. Top Priorities This Month

The following reflects the primary areas of Management focus during the February reporting period. These priorities span operational readiness, infrastructure, communications, and revenue development as the resort transitions into peak season.

#	Priority	Detail
1	Peak Season Readiness	Operational preparation for the busy season is underway across all departments. This includes staffing adjustments, amenity readiness, and ensuring all systems, processes, and guest-facing touchpoints are in order ahead of increased demand.
2	Overflow Procedures Testing	In collaboration with Supervisor Voisard and FTI, Management has been actively stress-testing overflow procedures developed for high-occupancy periods. This includes clubhouse-assisted parking pass distribution and other protocols designed to maintain a smooth guest and resident experience during peak traffic.
3	Standard Operating Procedures	SOP development remains a top organizational priority. Management is focused on building a documented, repeatable operational framework that reflects both Amenity Center policy and Solterra-specific standards. This work directly supports staff training, service consistency, and long-term management continuity.
4	Website Updates	In coordination with HOA Manager Chris Danks, Management is updating the Solterra Resort website to accurately reflect current amenity offerings, operational changes, and Food and Beverage operations at Cafe Sol. The goal is a fully current and guest-ready digital presence heading into the busy season.
5	Community Brochure Finalization	Working alongside the Artemis Communications team to complete the updated community brochure, incorporating revised Food and Beverage information and current resort programming. The brochure is being prepared for imminent distribution across all appropriate channels.
6	Cafe Sol Marketing Push	In collaboration with Communications, Supervisor Higham, and F&B Management, Management is developing targeted marketing materials for placement at the gate and throughout the clubhouse to drive awareness and increase Cafe Sol sales. Separately, a broader marketing strategy conversation is underway with Chairman Meert.
7	Merchandise and Sundries Buildout	Management and Maintenance are supporting F&B in the development of a merchandise and sundries offering within the Cafe Sol operation. This initiative expands the revenue footprint of the cafe and enhances the overall guest experience by providing convenience retail on-site.
8	New Staff Onboarding	Several new team members are being onboarded this period. Management is prioritizing a structured onboarding experience that aligns with the SOPs currently in development, setting a strong foundation for service standards heading into the busiest months of the year.
9	PeakNet Cell Tower Agreement	Management is working closely with the District to finalize the license agreement with PeakNet, which will authorize the installation of the proposed cell tower on District property. Completion of this agreement is a prerequisite for PeakNet to proceed with construction and

represents a meaningful infrastructure and connectivity milestone for the community.

Management Note: Several of these priorities are interconnected. SOP development supports onboarding quality. The website update, brochure, and Cafe Sol marketing push all feed into a unified peak season communications strategy. Management is sequencing these efforts deliberately to maximize impact as the resort enters its highest-demand period.

8. Guest Reviews & Reputation

The following reflects all guest reviews submitted during the period since the last Board meeting. Review management is an active and ongoing effort by Management, with prompt follow-up conducted on all lower-rated submissions.

<p>Total Reviews 63 Since last Board meeting</p>	<p>Average Rating 4.6 Out of 5.0 stars</p>	<p>5-Star Reviews 52 82.5% of total</p>	<p>Converted to 5-Star 2 Via direct Management follow-up</p>
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8a. Rating Breakdown

Rating	Count	% of Total	Sentiment	Notes
5 Stars	52	82.5%	Excellent	Strong baseline of highly satisfied guests
4 Stars	3	4.8%	Good	Generally positive; minor suggestions
3 Stars	5	7.9%	Neutral	2 of 5 converted to 5-star via follow-up
2 Stars	1	1.6%	Poor	Follow-up conducted; weather-related
1 Star	2	3.2%	Critical	Follow-up conducted; weather-related
TOTAL	63	100%	Avg: 4.6 / 5.0	

8b. Review Follow-Up & Context

All reviews rated 3 stars or below received direct follow-up from Management. GM Joe Bullins and HOA Manager Chris Danks jointly corresponded with reviewers, and two 3-star reviews were successfully converted to 5-star ratings as a result of that outreach - a meaningful testament to the value of prompt, personal engagement.

The majority of lower-rated reviews during this period were attributable to external, weather-driven factors rather than service or operational deficiencies. Specific themes in the feedback included:

- Water temperature in both the pool and lazy river during the cold spell
- Temporary closure of the playground due to weather conditions
- Slide height requirements, which generated frustration among some guests with younger children

Management Perspective: These are inherently seasonal challenges that fall outside operational control. That said, Management recognizes that the guest experience of these limitations is real regardless of their cause. Proactive communication at the point of arrival - setting expectations around weather-dependent amenities and age or height requirements before guests reach those features - is being evaluated as a mitigation strategy heading into the spring season.

Reputation Highlight: Converting 2 of 5 three-star reviews to 5-star ratings through direct follow-up represents a 40% recovery rate on neutral reviews - an excellent outcome by any industry standard. The Board should be aware that this kind of active reputation management directly protects the resort's standing on booking platforms and drives future short-term rental demand.

9. Conclusion

February 2026 represents one of the more operationally dense months in recent memory for Solterra Resort - and the team rose to meet it. Five projects were completed, a vendor setback was pivoted through without disruption, a network infrastructure overhaul is approaching its final phase, and the day-to-day guest experience continued to generate the kind of reviews that protect and grow the resort's reputation on the platforms that drive short-term rental demand.

What stands out most is not any single accomplishment, but the breadth of progress across departments. Finance, facilities, staffing, communications, and guest experience all moved forward in the same reporting period. That kind of parallel progress does not happen without a coordinated team and clear priorities - and both are in place.

The work ahead is equally clear. Peak season preparation, SOP development, the Cafe Sol marketing push, the newsletter redesign, the website update, and the PeakNet agreement are all active and in motion. None of these are starting from zero - each has groundwork laid, relationships engaged, and a path forward defined. The focus now is execution.

Management extends its appreciation to the Board of Supervisors for their continued guidance and trust, to Supervisor Voisard for her active collaboration on overflow procedures and network issue resolution, to Supervisor Higham for her partnership on the Cafe Sol marketing initiative, and to Chairman Meert for his ongoing engagement on the community's broader communications strategy. The support of District Management has likewise been instrumental throughout this reporting period.

Solterra Resort is well-positioned for the season ahead. Management looks forward to reporting continued progress at the March Board meeting.

Joe Bullins, LCAM, CMCA, AMS

General Manager | Solterra Resort CDD

February 2026 Manager's Report | Prepared for the Board of Supervisors

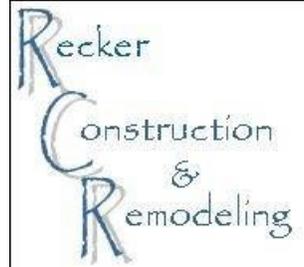
Data sourced from Square POS exports, Artemis staff scheduling records, and GM project notes. All figures should be verified against source systems prior to Board submission.

Tab 10

Recker Construction LLC

5317 Tribune Drive
Orlando, FL 32812

Phone # 407.451.7194 ReckerConstruction@gmail.com



Customer
5200 Solterra Blvd. Davenport, FL. 33837 C/O Brian Mendes Rizzeta & Company

Estimate

Date	Estimate #
1/17/2026	23200563

Project

Description	Qty	Rate	Total
<p>Solterra Clubhouse Playground</p> <p>Disassemble the existing playground equipment and remove from site. Remove swing set posts. Remove posts below grade to include any concrete used to set posts. Place in dumpster provided by contractor and remove from site. Clean site daily.</p> <p>Does NOT include removal of any other materials other than above mentioned.</p>		7,000.00	7,000.00
Total			\$7,000.00

Tab 11

Amenity Services, LLC

205 South Dixie Drive PMD 2000
Haines City, Florida 33844



Service Agreement for Amenity Services, LLC

Services Performed By:	Services Performed For:
Amenity Services, LLC	Solterra Resort CDD
205 South Dixie Drive PMD 2000	5200 Solterra Blvd
Haines City, Florida 33844	Kissimmee FL, 34746

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

Porter Service:

Description of Service:

- Porter will pick up misc. trash on sidewalks, street, common areas, front of homes
- Maximum of 5 dog stations will be serviced as part of agreement
- Additional days can be added as needed throughout the year

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

- Daily (2 day minimum per week) payment of \$125.00

Any invoice not paid within 30(thirty) after receipt of invoice 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 collections, 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 provided 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 36 (thirty-six) months. At any time during the term of this service agreement, Client shall have the right to terminate this service agreement with cause upon 30 days written notice by certified mail after paying Contractor the Termination fee equal to 1 year of service fees, the full payment of any outstanding invoices. If Contractor defaults in the performance of this service agreement because Contractor's Porter Service is not performed in a satisfactory manner (i.e., to reasonable industry standards), Client may provide a default notice to

Contractor by certified mail, It within fourteen (14) days of 1 the receipt of such notice, Contractor has not to cured the problem to reasonable industry standards fourteen (14) days, Client may cancel this service agreement by giving thirty (30) days written notification by certified mail to Contractor. If Client defaults in the performance of, its obligation under this service agreement, Contractor may terminate this service agreement if Client has not cured the default within {fourteen (14) days of receipt of notice from Contractor describing the default.

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 similar to Provider on similar projects.

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.

18. TERMINATION. This agreement may be terminated by either party, with or without cause, by form of 30 day written notice via certified mail to the opposing party.

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: _____



Tab 12

ESTIMATE



Prepared For

Diana Garcia
dgarcia@artemislifestyles.com
(863) 547-9839

Freedom Concrete Construction

Phone: (863) 588-5628
Email: freedomconcretec@gmail.com
Web: www.freedomconcreteconstruction.net

Estimate # 196
Date 11/10/2025

Description

7 Bench Pads

Area Preparation:

Remove vegetation and debris from the work area.

Level and prep the ground at the seven locations where the benches and concrete pads will be installed.

Forming the Pads:

Form the area for all seven individual concrete pads to the necessary dimensions. The forms will be accurately secured to hold the pour.

Mixing and Pouring Concrete:

Hand mix the concrete to the proper specifications.

Pour the concrete into the prepared forms for all pads. The surface will be a light broom finish.

Curing:

Allow the concrete to dry and cure for a minimum of 24 hours, or longer if required by temperature or humidity, to achieve sufficient strength.

Clean-Up:

Remove the forms surrounding the concrete pads once the concrete is set.

Clean the work area, removing all debris and excess materials.

Phase 2: 7 Bench Installation

Bench Installation:

Position and install the seven benches onto the fully cured concrete pads.

Secure each bench to the concrete pad using four anchor bolts per bench. The appropriate holes will be drilled, and the anchors will be installed to ensure the benches are stable and firmly affixed.

Final Inspection:

Conduct a final walk-through to confirm all benches are properly installed and secured and the site is clean.

1 Sidewalk

Grind one side walk that is trip hazard

Subtotal	\$5,760.00
<hr/>	
Total	\$5,760.00

Notes:

The area grinding is complimentary



By signing this document, the customer agrees to the services and conditions outlined in this document.

Diana Garcia



ESTIMATE	#1036
EXPIRATION DATE	Feb 12, 2026
TOTAL	\$3,500.00

legacy concrete construction and landscaping

5200 Solterra Blvd
Davenport, FL 33837

(267) 810-9789
ncorrea@artemislifestyles.com

CONTACT US

2257 Rose Blvd
Winter Haven, FL 33881

(863) 206-1067
info@legacyconcretellc.com

ESTIMATE

Services	qty	unit price	amount
Concrete Services - Concrete Slab	1.0	\$3,500.00	\$3,500.00
<p>Upon review of job, for this project, we will install 7- 8' x 4' concrete slab approximately 224 sq ft. Remove dirt/grass to get elevation and levels, dump and haul away debris. Apply frame work with wooden lumber grade 4" thick w/thicken edge and compact soil. Pour 3000PSI concrete ready mix with fiber mesh. Create broom finish concrete design. Remove forms and add control joints to new concrete slab.</p> <p>Included: Concrete, material, and labor.</p>			

Services subtotal: \$3,500.00

Total \$3,500.00

1 year warranty for all concrete work
50% deposit required upon start of project
50% final payment due upon completion
3.9% service charge for all debit/credit card payments.
****FINANCING AVAILABLE****

TAB 13



Solterra Resort CDD Aquatics

Inspection Date:

1/29/2026 11:33 AM

Prepared by:

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 20

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Filamentous algae growth around the perimeter. It looks like the cold has gotten to it as it is starting to decay and submerge. A technician will inspect next visit and treat if needed.

No nuisance grass observed; lily density decreasing.

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

SITE: 21

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Seasonally dry. Preventative treatments have been applied.

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

Inspection Report

SITE: 22

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Seasonally dry. Preventative treatments have been applied.

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

SITE: 23

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Minimal change since last inspection. Lily treatments will be done so that water levels have dropped. No algae observed.

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

Inspection Report

SITE: 24

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue. Beneficial plants are seasonally dormant.

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

SITE: 25

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Filamentous algae growth around the perimeter. This also seems to have been affected by cold. It will likely need an algaecide treatment next service to further the decay process. Lilies will also be treated at that time.

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

Inspection Report

SITE: 26

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.
Detritus on the surface is likely lawn trimmings and/or pollen.

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

SITE: 27

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Mild slender spikerush growth around the perimeter. Ongoing herbicide treatments combined with cold water surface temperatures should prevent it from creeping into the water.
No algae observed.

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

Inspection Report

SITE: 28

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

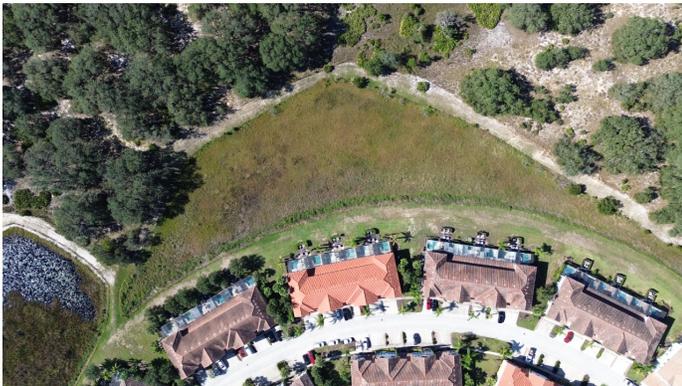
Good progress is being made toward clearing the orange algae. A mix can be used to combat this and the lilies simultaneously, which will be used during upcoming treatments.

No other nuisance growth observed.

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

SITE: 29

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: October, Right: January

Seasonally dry. The banks have been treated with pre-emergents.

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

MANAGEMENT SUMMARY



Late January/early February is typically a great time for ponds. We have just passed the height of winter which means low temps and little chance of rain. Algal growth is less likely due to suboptimal air and water surface temperatures (<80°F). Vegetative growth isn't being fueled by prolonged sunlight and rain, and may be knocked out by overnight freezes. Water levels are low, allowing for higher product concentration when applied in the water. This does, however, leave shorelines and pond beds exposed for nuisance growth. Technicians are always equipped with an array of herbicides to combat any grasses that spring up in these areas.

Ponds are in fair condition today, about on-par with what I expect this time of year. With water levels so low across the property, technicians can focus on encroaching lilies and slender spikerush that has been exposed on the banks. The few algal blooms seen today are odd given the recent weather, but these can easily be cleared with a targeted algaecide treatment.

RECOMMENDATIONS

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

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

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

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

Thank you for choosing Steadfast Environmental!

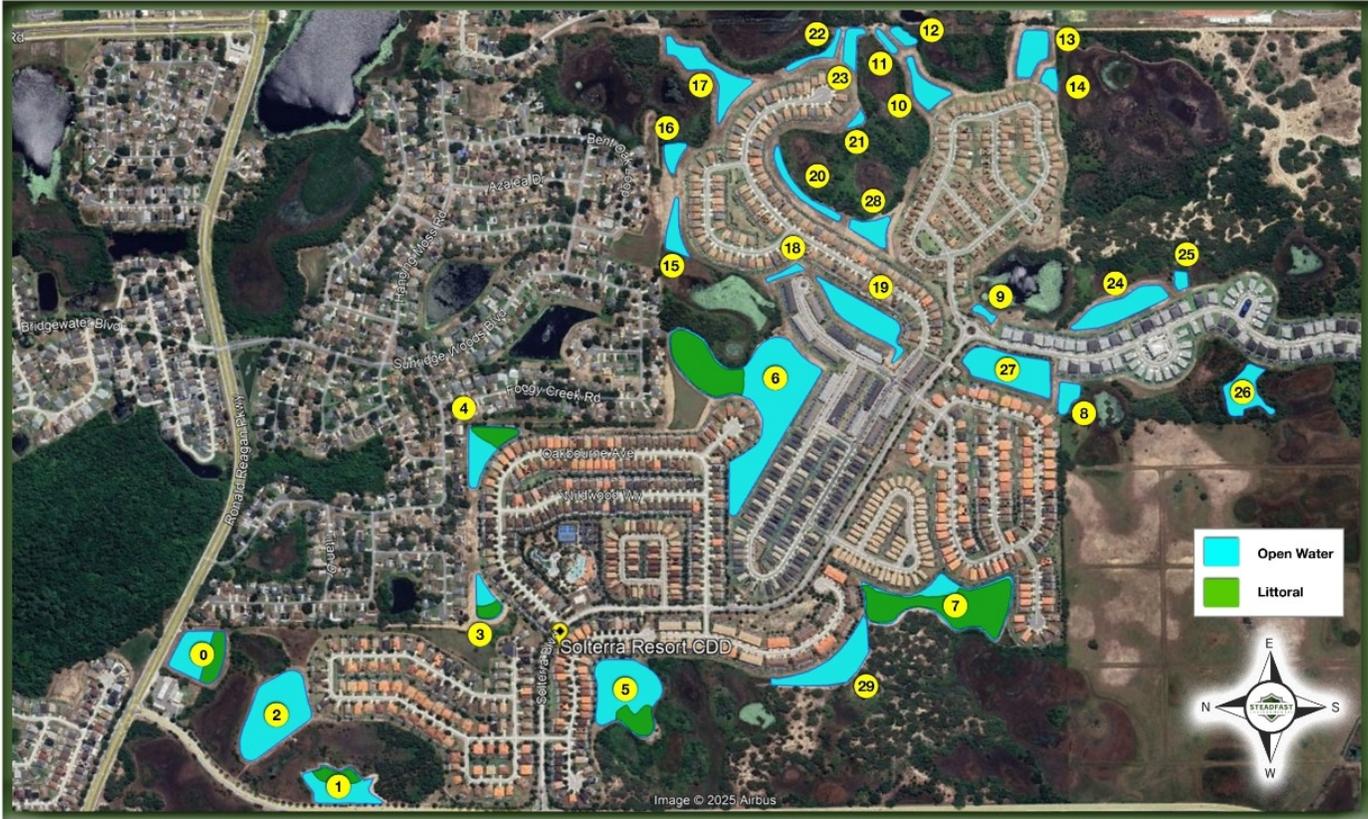
MAINTENANCE AREA



SOLTERRA RESORT CDD

Solterra Blvd, Davenport, FL 33837

Gate Code:





Solterra Resort CDD Aquatics

Inspection Date:

2/25/2026 12:16 PM

Prepared by:

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 0

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

Slender spikerush growth has decreased. Ongoing efforts will continue until this growth has cleared and conditions improve.
No algae observed.

See attached report about the condition of the MES on the north side.

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

SITE: 1

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

No change since November, still completely dry. Trash collection occurring as needed.

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

Inspection Report

SITE: 2

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

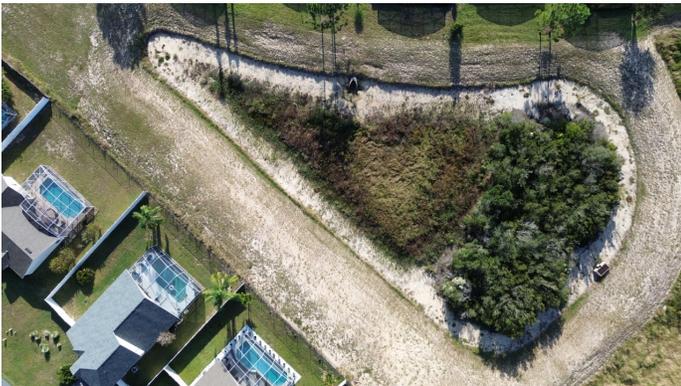
Left: November, Right: February

No change since November, still completely dry. Trash collection occurring as needed.

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

SITE: 3

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

No change since November, still completely dry. Trash collection occurring as needed.

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

Inspection Report

SITE: 4

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

Most of the slender spikerush has cleared. Any additional treatments will be highly effective due to the reduced water level.
Mild surface algae present. This will be addressed next visit.

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

SITE: 5

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

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

Inspection Report

SITE: 6

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

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

SITE: 7

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Left: November, Right: February

No change since November, still mostly dry. Trash collection occurring as needed.

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

Inspection Report

SITE: 8

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

Left: November, Right: February

Slender spikerush growth has decreased. Ongoing efforts will continue until this growth has cleared and conditions improve. No algae observed.

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

SITE: 9

Condition: Excellent Great Good ✓Poor Mixed Condition ✓Improving



Comments:

Left: November, Right: February

This pond is only a few inches deep which makes it much more susceptible to algal blooms. We'll make a large push next visit to clear the submerged vegetation and heavily treat the algae and begin turning the pond around.

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

MANAGEMENT SUMMARY



February has made for interesting conditions affecting ponds. 25°F lows, 85°F highs, 40-degree daily temperature swings, and only three days of rain so far have given us six months of typical Florida climatic conditions in under four weeks. Near-record cold and drought have killed many beneficial aquatic plants, lessening the nutrient abatement they provide. Couple this with the sudden temperature spike, and we have almost ideal conditions for algal blooms. Technicians have geared back up for these conditions and started heavy algaecide applications where needed before growing season officially returns. Fortunately, grass growth has remained minimal which is offering more time to combat algae.

The ponds still holding water are in mixed condition today. Progress has been made in those with submerged vegetation, thus efforts will continue and be expanded to other ponds given the positive results. Some shoreline grasses were noted in other ponds not listed here today and will be dealt with quickly. Any algae noted is mild and can also be easily cleared through a standard algaecide application during an upcoming service event.

Attached below are two reports from today detailing other pond-related findings.

RECOMMENDATIONS

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

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

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

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

Thank you for choosing Steadfast Environmental!

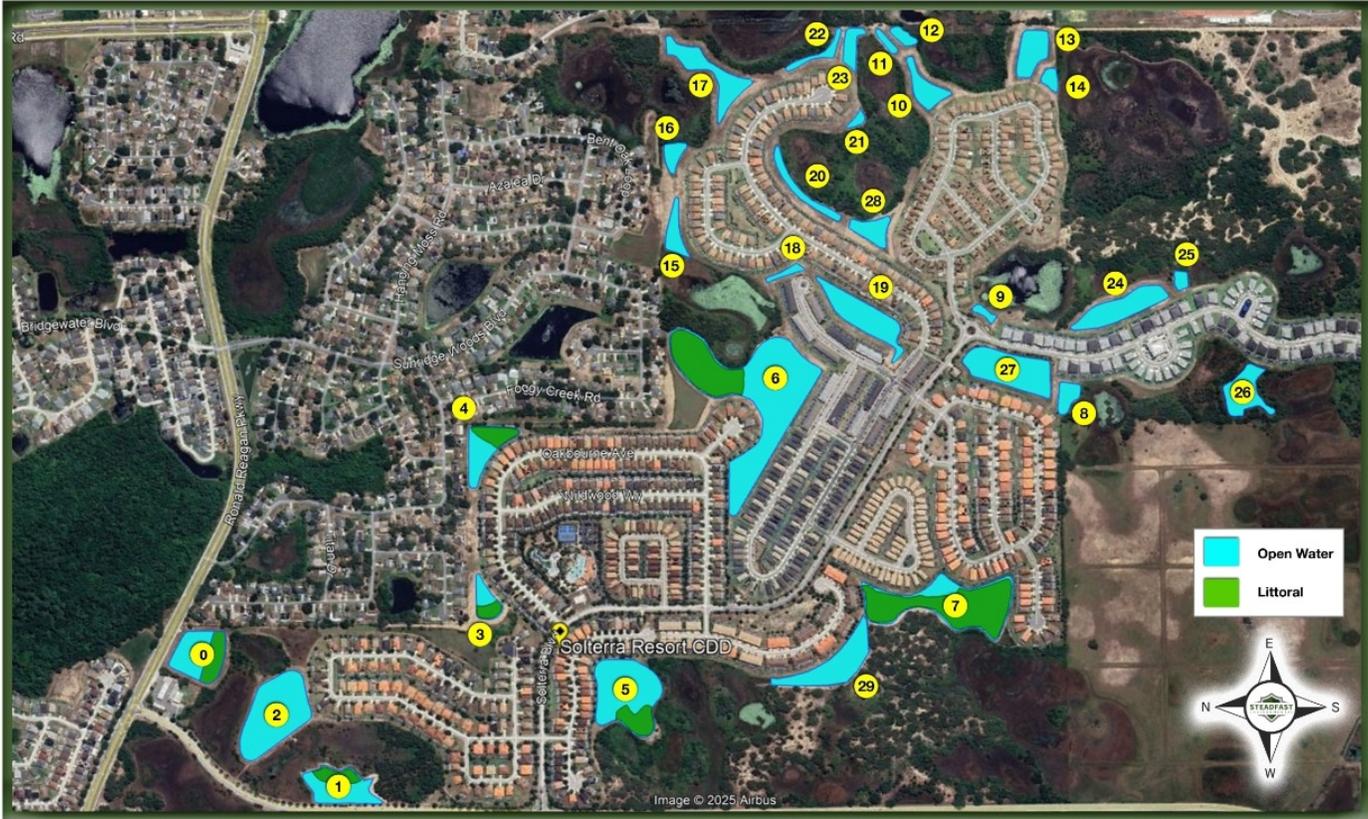
MAINTENANCE AREA



SOLTERRA RESORT CDD

Solterra Blvd, Davenport, FL 33837

Gate Code:





Daily Logs List

Feb 25, 2026

Job: SE1043 Solterra Resort CDD Aquatics

Title: Pond 0

Added By: Matt Goldrick

Log Notes:

The MES has completed failed and needs to be replaced quickly. Erosion has also started and will need fixed after a new structure is installed.

Weather Conditions:

Mostly sunny

Wed, Feb 25, 2026, 10:15 AM



71°F

Wind: 9 mph

29°F

Humidity: 94%

Total Precip: 0"

Attachments: 4





Daily Logs List

Feb 25, 2026

Job: SE1043 Solterra Resort CDD Aquatics

Title: Trash

Added By: Matt Goldrick

Log Notes:

Extreme trash accumulation on pond 27. Two technicians combed the pond banks and removed all trash one week ago. Other ponds have similar conditions, this one has just been noted multiple times by technicians.

Weather Conditions:

Mostly sunny

Wed, Feb 25, 2026, 10:15 AM



71°F

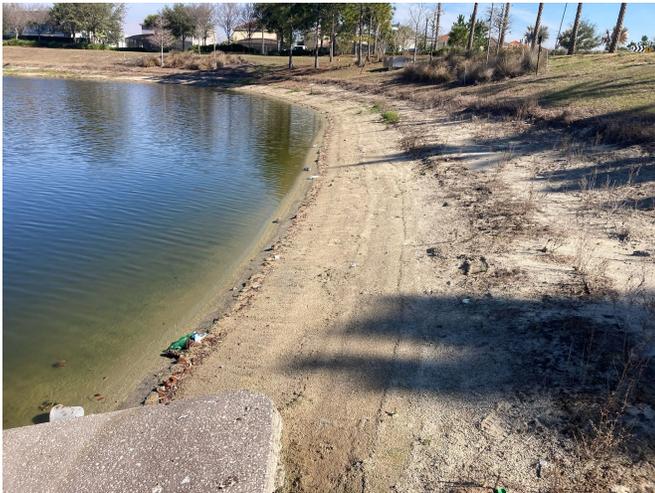
Wind: 9 mph

29°F

Humidity: 94%

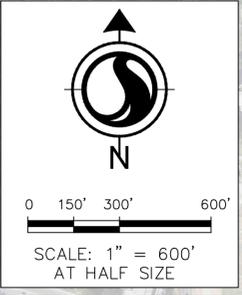
Total Precip: 0"

Attachments: 9



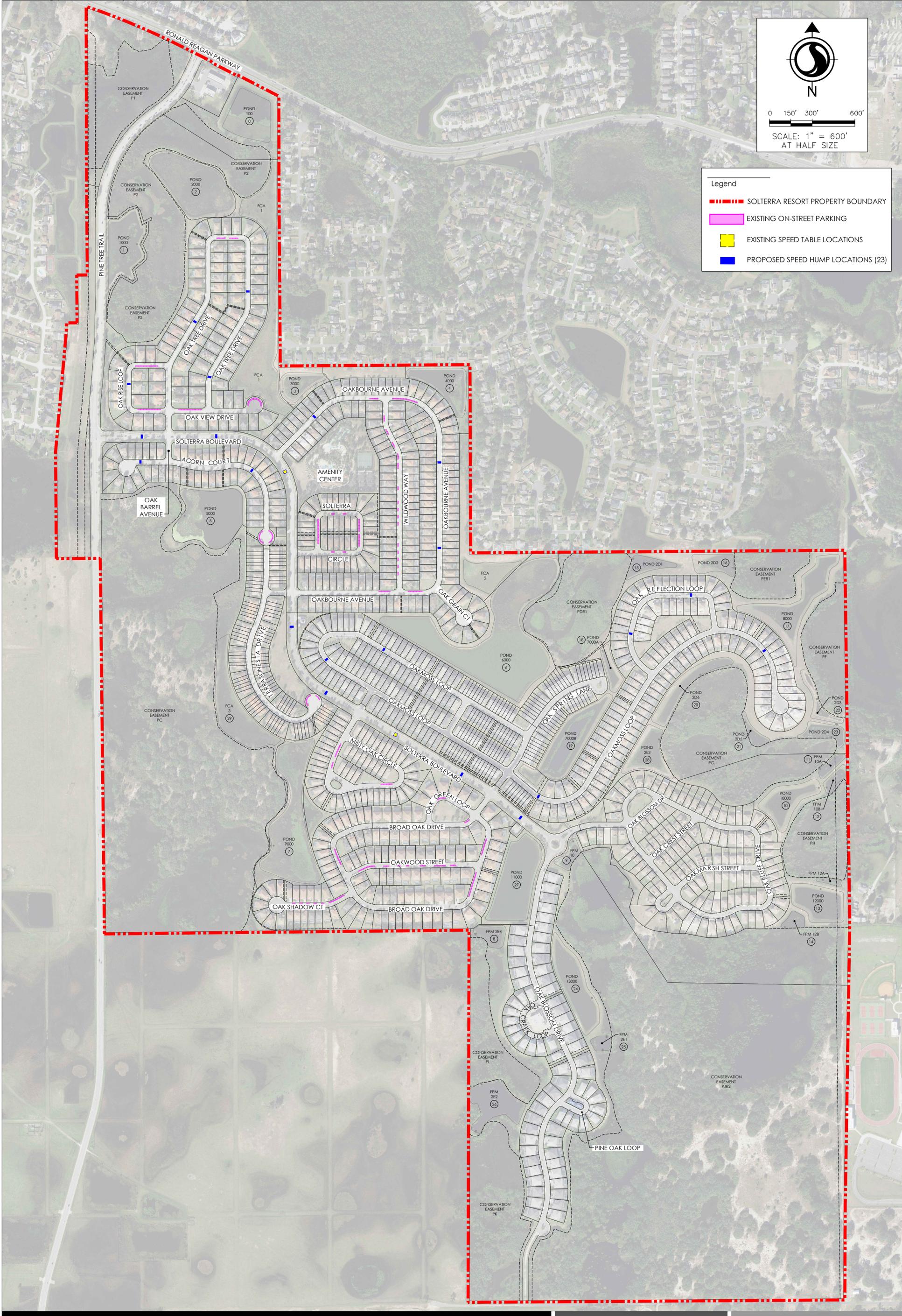


TAB 14



Legend

- ▬▬▬▬▬▬ SOLTERRA RESORT PROPERTY BOUNDARY
- EXISTING ON-STREET PARKING
- EXISTING SPEED TABLE LOCATIONS
- PROPOSED SPEED HUMP LOCATIONS (23)



Stantec
 777 S. Harbour Island Blvd.
 Suite 600
 Tampa, Florida 33602
 Phone 813.223.9500
 Fax 813.223.0009

Client/Project
SOLTERRA RESORT CDD

PROPOSED SPEED HUMP LOCATIONS
 Davenport, Polk County, Florida

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

Project Number:	215612150		
File Name:	SPEED HUMP INSTALLATION EXHIBIT		
VN	TLS	VN	28.02.19
Dwn.	Chkd.	Desgn.	YY.MM.DD
Drawing No. X04		Revision Sheet	
Revision		Sheet	

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

TAB 15

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Agreement") is agreed and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Florida law ("Landlord"), and **PEAKNET, LLC**, a Delaware limited liability company ("Tenant"). Landlord and Tenant are at times collectively referred to as the "Parties" or individually as a "Party."

In consideration of One and No/100 Dollars (\$1.00), the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord and Tenant covenant and agree as follows:

1. Grant of Lease. Landlord is the owner of that land in Polk County, Florida, described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"). In accordance with this Agreement, Landlord hereby leases to Tenant the portions of the Property described and shown on **Exhibit B**, attached hereto and incorporated herein by reference (the "Premises"). Tenant may use the premises for any other legal purpose which does not constitute a nuisance or interfere with drainage and retention improvements, and permit compliance applicable to the Property, including, but not limited to, installing, maintaining, and operating data and communications equipment (e.g. lines, towers, and antennae) for its use or use by third-party communication companies (collectively, the "Use"). The Use includes, but is not limited to, the right to install those specific improvements and equipment shown on **Exhibit B** on the Property. Improvements and equipment related to Tenant's Use shall be installed at Tenant's expense. The construction and installation of any improvements or equipment shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its improvements and equipment and the frequencies over which any communications equipment operates. All of Tenant's improvements and equipment shall remain the personal property of Tenant and shall not constitute a fixture to the Property.

2. Term. The initial term of the Agreement shall be for ten (10) years beginning on the Effective Date (the "Initial Term"). The Initial Term may be extended by up to ten (10) successive five (5) year periods (each a "Renewal Term" and once commenced shall be, collectively with the Initial Term and any prior Renewal Terms the "Term"). Each Renewal Term shall automatically commence at the end of the prior Initial Term or Renewal Term, as applicable, unless Tenant provides Landlord written notice of its intent not to renew at least sixty (60) days prior to the end of the Term then in effect. If Tenant provides notice of its intent not to allow the Renewal Term to commence then this Lease shall automatically terminate at the end of the Term without further action of either Party. If that occurs, Tenant will comply with any reasonable request by Landlord to execute evidence of the termination which Landlord may file in the appropriate public records.

3. Rent. Tenant shall pay Landlord annual rent in the amount of Twelve Thousand and 00/100 Dollars (\$ 12,000.00) ("Rent"). Rent for the first year shall be due within ninety (90) days following the Effective Date. Rent for any subsequent years shall be due within thirty (30) days following the anniversary of the Effective Date. Tenant may pay Rent by electronic funds transfer and in such event, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant. At the end of the Initial Term, Rent for each year subsequent year shall increase by two percent (2%) over the Rent due for the immediately preceding year. Landlord agrees to provide to Tenant (i) a completed, current version of Internal

Site Name: Solterra Resort MP
Site Number: _____

Revenue Service Form W-9 (or equivalent); (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation reasonably requested by Tenant.

4. Access. Tenant shall have the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises for the purpose of accessing the Premises. This access right constitutes an easement over the Property granted by Landlord to Tenant as an appurtenance to the Premises. Tenant may use the easement for the aboveground or underground installation, operation and maintenance of wires, cables, conduits and pipes for electrical, telephone, fiber, and other similar support services. Landlord grants Tenant the right to install such additional conduits and other improvements on and under the Property beyond those shown on **Exhibit B**, provided the location of the improvements are approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event Landlord denies a request for additional improvements, reasonably or unreasonably, Tenant may terminate this Lease by giving Landlord written notice of Tenant's election to so terminate, said notice of termination to take effect ten (10) days after said notice is given, and Tenant shall thereafter no longer have any obligations to pay Rent to Landlord; however, if Tenant continues to utilize the equipment and improvements installed by Tenant on the Property, Tenant shall continue to remit Rent to Landlord until Tenant ceases such Use and removes Tenant's improvements and equipment and restores the Premises to its original condition, reasonable wear and tear and casualty damage excepted.

5. Condition of Property. Landlord represents and warrants to Tenant that as of the Effective Date, the Premises is in compliance with all applicable laws, including but not limited to all environmental health and safety laws.

6. Government Approvals. Tenant's Use is reliant upon Tenant obtaining all certificates, permits, and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities"), as well as satisfactory soil boring tests, environmental studies, or any other due diligence Tenant believes is necessary. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the eligibility or usefulness of the Property for the Use. Tenant may immediately terminate this Agreement upon written notice to Landlord if (i) it receives a final rejection of any applications for any Government Approvals; (ii) any Government Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by anyone other than Tenant; or (iii) Tenant determines that such Government Approvals may not be obtained in a timely manner.

7. Termination; Removal at End of Term. In addition to any other right to terminate this Agreement found in any other section of this Agreement, Tenant may terminate this Agreement by providing Landlord with written notice of its intent to terminate this Agreement at the next anniversary of the Effective Date at least three (3) months prior to that anniversary. Upon expiration or within ninety (90) days of earlier termination, Tenant shall remove Tenant's improvements and equipment (except foundations and footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted.

8. Indemnification. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party against any and all claims of liability or loss from personal injury or property damage directly resulting from the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages are due to or caused by the other Party, or its employees, contractors or agents. This

indemnity obligation includes reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written, notice of any claim that it is seeking to be indemnified and held harmless from. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend the indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of the indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of the indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement for a period of three (3) years. This indemnification provision shall not apply to any claim that is covered by insurance. Tenant further agrees that nothing herein shall constitute or be construed as a waiver of Landlord's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

9. Insurance. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000, per occurrence, for bodily injury (including death) and property damage. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or Property resulting from fire or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies regardless of whether or not such insurance is carried by the Parties. Both parties shall furnish each other with proof of insurance evidencing compliance with this section which shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the other party as an additional insured. No certificate shall be acceptable to the other Party unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the other Party.. Tenant shall have the right to self-insure any insurance obligation in this Agreement.

10. Limitation of Liability. Except for indemnification expressly stated in this Agreement or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages. Moreover, nothing herein shall constitute or be construed as a waiver of Landlord's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

11. Obligation Not to Interfere. Landlord agrees that Landlord will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of Tenant. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours Landlord shall, or shall require any other user to – as applicable – reduce power or cease operations of the interfering equipment until the interference is cured by the interferer. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore Tenant shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

12. Holdover. If Tenant holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

13. Right of First Refusal. If at any time after the Effective Date, Landlord receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase any interest (including but not limited to an option) in any portion of the Property, Landlord shall provide written notice to Tenant of said offer ("Landlord's Notice"). Landlord's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property, details on any interest in this Agreement that would be transferred in the proposed transaction, and a copy of any letters of intent or form agreements presented to Landlord by the third party offeror. Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Tenant declines or fails to provide written notice to Landlord that Tenant intends to meet such bona fide offer within sixty (60) days after receipt of Landlord's Notice, Landlord may proceed with the proposed transaction in accordance with the terms stated in Landlord's Notice, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If Tenant provides Landlord with notice of Tenant's intention to meet the third party offer within sixty (60) days after receipt of Landlord's Notice then the Parties shall work in good faith to finalize the terms and close the transaction. If Landlord's Notice describes a transaction involving all of the Property or portions that are both within and without the Premises, Tenant may elect to meet the third party offer as to the entire land involved in the offer or just that portion which is within the Premises. If it elects to only meet the third party offer as to the portion within the Premises then the purchase price shall be pro-rated on a square footage basis. Further, Landlord acknowledges and agrees that if Tenant exercises this right of first refusal, Tenant may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer.

14. Rights Upon Sale. Should Landlord, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Tenant's rights hereunder. In the event that Landlord completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Landlord under this Agreement, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of the Agreement.

15. Landlord's Title/Quiet Enjoyment. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Landlord represents and warrants to Tenant that as of the Effective Date, and covenants that during the Term, Landlord has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect Tenant's Use.

16. Assignment. Tenant may transfer and assign any of its interest under this Agreement with prior approval of the Landlord, which approval may not be unreasonably conditioned, withheld, or delayed, and the transferee or assignee shall provide Landlord written notice after taking interest. Tenant may, in its sole and absolute discretion, sublet the Premises or any portion thereof or Tenant's rights under this Agreement or any portion thereof. Tenant may allow third-parties to attach to its improvements and equipment at the Premises. Tenant may structure third-party use in any manner it sees fit including, but not limited to, granting a license, permit, or lease. Landlord must obtain Tenant's approval to transfer or assign any of its interest under this Agreement unless it is transferred or assigned (i) to any entity Landlord holds a majority equity or similar interest in; (ii) to any entity which directly or indirectly holds a majority equity or similar interest in Landlord; or (iii) as part of a transaction which Tenant received Landlord's Notice about and provided a written response to Landlord stating it is exercising or declining to exercise its right of first refusal.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee within two (2) business days following the courier's receipt from the sender, addressed as follows:

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

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

Tenant: PeakNet, LLC
299 1st Ave N, FL-Peak1
St. Petersburg, FL, 33701
Attention: Legal/Operations

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for Landlord and counsel for Tenant may deliver notice on behalf of Landlord and Tenant. Any Party or other person to whom notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

18. Subordination and Non-Disturbance. Within fifteen (15) days of the Effective Date, Landlord shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground Landlords and master Landlords, if any, of the Property. At Landlord's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Landlord which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to Tenant being

required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Landlord shall obtain for Tenant's benefit a non-disturbance and attornment agreement for Tenant's benefit in the form reasonably satisfactory to Tenant, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Tenant's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Tenant will execute an agreement for Lender's benefit in which Tenant (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of Landlord's defaults, provided such cure is completed within the deadline applicable to Landlord. In the event Landlord defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Tenant to cure or correct such defaults.

19. Default and Remedies. If (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) Landlord fails to comply with this Agreement and the failure interferes with Tenant's Use and Landlord does not remedy the failure within five (5) days after written notice from Tenant or, if the failure cannot reasonably be remedied in such time, if Landlord does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice; then the violating party will be in default (each instance being a "Default"). The cure periods set forth in this paragraph do not extend the period of time in which Landlord has to cure interference; however, failure of Landlord to cure an interference within the applicable time shall constitute a Default. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and pursue any remedy now or hereafter available to the non-defaulting Party. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If Tenant undertakes any such performance on Landlord's behalf and Landlord does not pay Tenant the full amount within thirty (30) days of its receipt of an invoice setting forth the amount due, Tenant may offset the full amount due against the Rent or any other fees due to Landlord under this Agreement until the full amount is fully reimbursed to Tenant.

20. Casualty. If a fire or other casualty damages the Property or the Premises and impairs Tenant's Use, Rent shall abate until Tenant's Use is restored. If Tenant's Use is not restored within forty-five (45) days, Tenant may terminate this Agreement at any time after day forty-five without further obligations other than its restoration obligation which shall not extend to restoring any damage resulting from the casualty.

21. Condemnation. If a condemnation of any portion of the Property or Premises impairs Tenant's Use, Tenant may terminate this Agreement. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Tenant's communications equipment, relocation costs and, specifically excluding loss of Tenant's leasehold interest, any other damages Tenant may incur as a result of any such condemnation.

22. Applicable Laws. During the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). It shall be Landlord's obligation to comply with all Laws relating to the Property, without regard to any specific use (including, without limitation, modifications required to enable Tenant to obtain all necessary building permits). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with (i) all Laws relating solely to the specific and unique nature of the Use; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Tenant in the Premises. The Parties recognize that Tenant is only leasing a small portion of the Property and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant's specific activities and responsibilities. In the event that Tenant encounters any hazardous substances that do not result from its activities, Tenant may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Tenant desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Landlord agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. Taxes.

(a) Landlord shall pay all taxes related to the Property that are not specifically Tenant's responsibility under the following subsection. Landlord shall be responsible for any sales, income, or similar tax related to its receipt of the Rent. Landlord shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to Landlord's Property or any portion thereof imposed by any Government Entity.

(b) Tenant shall pay all personal property taxes, fees, and assessments imposed by any Government Entity that are imposed on the Tenant and required to be paid by the Tenant that are directly attributable to the Tenant's equipment or Tenant's Use or its occupancy of the Premises. If billed directly to Tenant, Tenant shall pay such taxes, fees or assessments in a timely manner. If billed to Landlord, payment shall be made by Tenant within sixty (60) days after presentation of the bill or assessment notice which is the basis for such taxes, fees, or assessments. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for paying. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of

any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

24. Non-Disclosure. Other than the recordation of the memorandum of this Agreement attached hereto as **Exhibit C** (which the Parties agree to execute at the time of exiting this Agreement), the Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential except that (i) Landlord is a public body that will follow applicable disclosure laws and (ii) Tenant may provide copies of this Agreement with financial terms redacted to prospective customers. The Parties agree not to provide copies of this Agreement or any confidential information to any other third party other than an assignee of rights under the Agreement without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Notwithstanding the foregoing, the Parties acknowledge that various documents reviewed or produced during the term of the Agreement may be public records under Florida law. Landlord agrees to notify Tenant of any public record requests it receives that involves the Agreement and other associated documents.

25. Most Favored Tenant. Landlord represents and warrants that the rent, benefits and terms and conditions granted to Tenant by Landlord hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by Landlord to other parties. If at any time during the Term Landlord shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then Landlord shall, within thirty (30) days after the effective date of such offering, notify Tenant of such fact and offer Tenant the more favorable offering. If Tenant chooses, the Parties shall then enter into an amendment that shall be effective as of the earlier of the date of the amendment or ninety (90) days following the date of the other offering. Tenant shall have the right to decline to accept the offering. Landlord's compliance with this requirement shall be subject, at Tenant's option, to independent verification.

26. Miscellaneous. This Agreement contains all agreements, promises and understandings between the Landlord and the Tenant regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, successors, and assigns of Landlord and Tenant. Any reference to Landlord or Tenant shall include their respective heirs, successors and assigns. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Landlord agrees to execute a Memorandum of this Agreement, which Tenant may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

27. 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.

The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

28. Public Records. Tenant understands and agrees that all documents of any kind provided to Landlord in connection with this Agreement may be public records, and, accordingly, Tenant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Tenant acknowledges that the designated public records custodian for Landlord is **Brian Mendes** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Tenant shall 1) keep and maintain public records required by Landlord to perform the service; 2) upon request by the Public Records Custodian, provide Landlord 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 Tenant does not transfer the records to the Public Records Custodian of Landlord; and 4) upon completion of the Agreement, transfer to Landlord, at no cost, all public records in Tenant’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 Tenant, Tenant 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 Landlord in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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. Scrutinized Companies Statement. In accordance with Section 287.135, *Florida Statutes*, Tenant 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, Tenant shall immediately notify Landlord. If Tenant 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, Landlord may immediately terminate this Agreement.

31. E-Verify. Tenant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Tenant 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. Landlord may terminate this Agreement immediately for cause if there is a good faith belief that the Tenant has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Tenant represents that no public employer has terminated a contract with the Tenant under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. Anti-Human Trafficking Requirements. Tenant 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*. Tenant agrees to execute the affidavit, in a form acceptable to Landlord, in compliance with Section 787.06(13), *Florida Statutes*.

33. Arms' Length Transaction. This Agreement has been negotiated fully between Landlord and Tenant as an arms' length transaction. Landlord and Tenant 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.

34. Enforcement of Agreement. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either Landlord or Tenant 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

35. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that Landlord 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 Landlord in refraining from so doing; and further, that the failure of Landlord 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.

36. 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. Landlord 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 Landlord's right to protect its rights from interference by a third party to this Agreement.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

A local unit of special purpose government created under Florida law

Witness

By: _____

Name: _____

Title: _____

Witness

STATE OF FLORIDA

COUNTY OF _____

I certify that the following person(s) _____, personally appeared before me this day, each acknowledging to me that he signed the foregoing Ground Lease Agreement on behalf of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**.

Date: _____

Notary Public

My Commission Expires: _____

[SEAL]

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Witness

Witness

TENANT:

PEAKNET, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) _____, personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Ground Lease Agreement on behalf of **PEAKNET, LLC**.

Date: _____

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT A

DESCRIPTION OF PROPERTY

That parcel described as Lot 2 in the instrument recorded in the Official Records of Polk County in Book 12503, at Page 2278, and also identified as Parcel Identification Number 272603701061000020 and FIPS Code 12105.

EXHIBIT B

SITE PLAN OF THE PREMISES
[TO BE INSERTED]

Exhibit C

Memorandum of Ground Lease Agreement

[Begins on following page.]

PREPARED BY: Chris King, Associate General Counsel, PeakNet
Mail To: PeakNet, LLC
299 1st Ave N, FL-Peak1
St. Petersburg, FL, 33701

Site No.:

STATE OF FLORIDA

MEMORANDUM OF LEASE

COUNTY OF POLK

Pursuant to that Ground Lease Agreement dated __, 20__ (the "Lease"), **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Florida law ("Landlord"), has leased to **PEAKNET, LLC**, a Delaware limited liability company ("Tenant"), certain real property located in Polk County, Florida.

The Lease term begins on _____, 20__ (the "Effective Date"), and continues for a period not to exceed sixty (60) years, including any optional extension periods. Landlord is the owner of that land in Polk County, Florida, described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"). Pursuant to the Lease, Tenant is leasing from Landlord that portion of the Property described on **Exhibit B**, attached hereto and incorporated herein by reference (the "Premises").

Along with the lease interest, Landlord has granted to Tenant an access easement across the Property to and from the Premises (including for utilities). The access easement is an appurtenance to the Premises and shall last so long as the Lease is in effect.

The provisions of the Lease are hereby incorporated in this Memorandum of Lease as though fully stated herein.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of this ____ day of _____, 202__.

LANDLORD:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

A local unit of special purpose government created under Florida law

Witness

By: _____
Name: _____
Title: _____

Witness

STATE OF FLORIDA

COUNTY OF _____

I certify that the following person(s) _____, personally appeared before me this day, each acknowledging to me that he signed the foregoing Memorandum of Lease on behalf of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**.

Date: _____

Notary Public

My Commission Expires: _____

[SEAL]

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of this ____ day of _____, 202__.

Witness

Witness

TENANT:

PEAKNET, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) _____, personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Memorandum of Lease on behalf of **PEAKNET, LLC**.

Date: _____

Notary Public

My Commission Expires: _____

[SEAL]

Tab 16

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 5th, 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.
Joe Bullins	General Manager, Artemis Lifestyles
Savannah Hancock	District Counsel, Kilinski Van Wyk
Greg Woodcock	District Engineer, Stantec <i>(Via Phone)</i>
Peter Witman	Yellowstone Landscape
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Mendes called the meeting to order at 10:06 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

49 Ms. Hancock reviewed the vacant Board Seats and Resolution 2026-06, Redesignating
50 Officers, with the Members of the Board.

51

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

53

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.

54

55 Discussion ensued amongst the Board regarding the Board seat vacancy and applicants.

56

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

58

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

60

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

63

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

65

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.

66

67 The Board discussed the motion for consideration of Chair and Vice Chair seats.

68

69 The Members of the Board discussed one another's accolades.

70

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

72

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.

73

74 **FOURTH ORDER OF BUSINESS**

**Landscape Maintenance Updates
(Supervisor Wienker & Mr. Mendes)**

75

76

77 1. Consideration of Amended Scope of Services

78

78 2. Clubhouse Pine Straw Project Updates

79

80 Mr. Mendes reviewed the proposed annual total for landscaping services with the Board,
81 stating the proposed total is \$193,992.00 with the annual budget being \$250,000.

82

83 Mr. Mendes reviewed landscaping updates with the Members of the Board, stating the CDD
84 area in Pine Straw is scheduled to continue work on 12/04/2025 and the clubhouse area
85 remains pending landscape consulting services.

86
87 Mr. Mendes discussed last-minute items that are not given enough time to be added on the
88 meeting agenda.

89
90 Mr. Mendes opened the discussion and reviewed the scope of services provided by
91 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.

93
94 The Members of the Board And district staff discussed the terms of the landscaping
95 agreement and determine options for future RFPs.

96
97 Mr. Witman with Yellowstone Landscaping commented on updates on the pine straw
98 project.

99
100 The Members of the Board inquired about the pine straw slope beds.

101
102 Mr. Witman commented on the current pruning schedules throughout the community.

103
104 Mr. Witman stated he will provide a digital snapshot project, including optical systems for
105 landscaping.

106
107 **FIFTH ORDER OF BUSINESS** **Aquatic Maintenance Updates**

108
109 1. November Aquatics Report

110
111 Mr. Mironchik reviewed pond maintenance updates with the Members of the Board.

112
113 The Members of the Board and District Staff discussed the areas inspected in the report.

114
115 Mr. Mironchik stated he will provide a proposal for fountain aerators.

116
117 Mr. Mendes stated he will send the current aquatics contract to Mr. Neelam

118
119 **SIXTH ORDER OF BUSINESS** **F&B Committee Updates**

120
121 1. Updates on Licenses

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

124 3. Funding for Café Credit Card

125 4. Updates on F&B Management Service Agreement

126
127 Mr. Mendes reviewed the funding of the café credit card with the Members of the Board,
128 stating the requested monthly amount is \$30,000 which amounts to \$240,000 annually.

129
130 Ms. Hancock commented on the café credit card.

131
132 Mr. Mendes reviewed the printed budget forecast with the Members of the Board, and Ms.
133 Hancock recommended this version for review purposes only.

134
135 Sandra updated the Members of the Board on their current licensing status.

136
137 Sandra reviewed additional forms needed to complete licensing with the Board.

138
139 The District Staff stated they will work with café management on the amendment needed
140 due to the licenses.

141
142 Ms. Hancock reviewed the current F&B service agreement with the Members of the Board
143 and District Staff.

144
145 The Members of the Board inquired about the expenditure limits.

146
147 Mr. Mendes stated he will review with District Staff the F&B bank account opened under
148 Solterra CDD.

149
150 The Board and District Staff reviewed in detail the F&B budgets and financial plan.

151
152 The meeting recessed at 12:48 p.m. and reconvened at 1:09 p.m.

153
154 Mr. Bullins reviewed the general manager updates with the Members of the Board.

155
156 Mr. Bullins reviewed proposals for tech update project with the Board.

157

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.

158
159 The Board directed District Staff to follow up on the banner and installation project that
160 remains incomplete and is owed to the district.

161
162 Ms. Hancock stated she will send a demand notice to vendor.

163
164 The Board discussed holiday banners and requested a revised scope of services.

165
166 Ms. Hancock reviewed staff requests for amenity usage.

167
168 The Members of the Board reviewed in detail the amenity usage.

169
170 District Staff stated they would work on drafting terms of amenity usage request.

171
172 **SEVENTH ORDER OF BUSINESS** **Budget Updates**
173 **(Supervisor Neelam & Mr.**
174 **Mendes)**

175

- 176 1. Investment Options
177 2. Reserve Study
178 3. F&B
179

180 Mr. Mendes stated he is working with senior leadership to present investment options for
181 the January/February meeting.
182

183 Mr. Mendes recommended to the Board to keep the reserve minimum annually until 2029
184 for \$347,000 and our budget currently is \$453,000, After 2029 dropping the reserve
185 minimum to \$196,000 (chart page 12 of study).
186

187 Mr. Mendes Stated that the F&B budget prep is pending Artemis teams forecast and
188 updated numbers.
189

190 Mr. Mendes reviewed budget updates with the Members of the Board.
191

192 Mr. Mendes reviewed accounts for potential investments with the Members of the Board.
193

194 Mr. Mendes Stated he will follow up with supervisor Neelam, Kayla and Scott regarding the
195 investment accounts
196

197 An in-depth discussion ensued amongst the Board regarding the budgets.
198

199 **EIGHTH ORDER OF BUSINESS**

Staff Reports

- 200
201 A. District Engineer
202 1. Utility Box Painting Updates
203

204 Mr. Woodcock updated the Members of the Board on the utility box painting project.
205

206 The Members of the Board discussed options for artwork.
207

208 Mr. Woodcock and District Staff stated they will contact Polk County for artwork options.
209

210 The Members of the Board decided to table the parking discussion until further notice.
211

212 The Members of the Board and district staff discussed speed hump consideration.
213

214 Mr. Mendes stated he will send District Staff information regarding the speed hump project.
215

216 Ms. Higham inquired about options for modifying driveways, and Ms. Hancock stated this is
217 something they are currently working on.
218

- 219 B. District Counsel
220

221 Ms. Hancock commented on ethics training to the Members of the Board.
222

223 Ms. Hancock stated she is working on F&B needs.

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C. District Manager
1. Updates on Solterra Resort Sign Project

Mr. Mendes reviewed updates on the Solterra Resort sign project with the Members of the Board.

Mr. Mendes stated the District staff will coordinate potted plants training enhancements to create arches.

NINTH 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 Ms. Higham, with a 3-0 vote, the Board approved the Meeting Minutes of the Board of Supervisors Meeting Held on November 7, 2025, for Solterra Resort Community Development District.

TENTH ORDER OF BUSINESS **Ratification of District Items**

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

Mr. Mendes presented the items or ratification to the Members of the Board and asked if there were any questions. There were none.

On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, the Board ratified the Amazon Design Graphics, Inc. Light Pole Banner Printing & Installation, in substantial form without tax, for Solterra Resort Community Development District.

ELEVENTH ORDER OF BUSINESS **Consideration of Arbitrage
Engagement Letter Series 2018**

The Members of the District Staff reviewed the Arbitrage Engagement Letter Series 2018 with the Members of the Board and asked if there were any questions. There were none.

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, the Board approved the Arbitrage Engagement Letter Series 2018, for Solterra Resort Community Development District.

262 **TWELFTH ORDER OF BUSINESS** **Consideration of Pool Resurfacing**
263 **Project**

- 264
265 1. Vermana
266 2. Arington
267 3. NV
268

269 Mr. Mendes stated he will research slow seasons for the pool vendor to see if they would
270 consider resurfacing the lazy river this year, and the pool resurface next year, with the same
271 price held.

272
273 Mr. Mendes informed the Members of the Board that the scope of services will be set by the
274 pool vender at a price of \$500.

275
276 Mr. Mendes presented the Pool resurfacing RFP for the Boards consideration.

277
278 The District Staff stated they will proceed with requesting RFPs at the Boards direction,
279 completing the lazy river resurface in February 2026 and the pool resurface in September
280 2026.

281

On a motion by Ms. Higham seconded by Ms. Wienker, with a 3-0 vote, the Board approved \$500 consulting for Scope of work for pool resurfacing services, for Solterra Resort Community Development District.

282 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Landscape**
283 **Consulting Services**

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285
286 1. Sunscape Consulting
287

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

290
291 The Members of the Board and District Staff discussed in depth the consideration of
292 landscape consulting services.

293

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, 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.

294 **FOURTEENTH ORDER OF BUSINESS** **Resolution 2026-06, Designating**
295 **Officers**

- 296
297
298 1. Presentation of Vacant Seat Applicants
299

300 This agenda item was discussed in the third order of business.

301 **FIFTEENTH ORDER OF BUSINESS** **Shade Session**
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On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, 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 a 3-0 vote, The Board closed the shade session at 3:15 p.m., for Solterra Resort Community Development District.

SXTEENTH ORDER OF BUSINESS **Supervisor Requests & Audience Comments**

No requests or comments.

SEVENTEENTH 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]

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Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DRAFT

Tab 17

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 **January 9th, 2026, at 10:05 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.
Joe Bullins	General Manager, Artemis Lifestyles
Savannah Hancock	District Counsel, Kilinski Van Wyk
Meredith Hammock	District Counsel, Kilinski Van Wyk
Greg Woodcock	District Engineer, Stantec
	<i>(Via Phone)</i>
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 10:05 a.m. and conducted the roll call, confirming quorum.

SECOND ORDER OF BUSINESS

Public Comment

A member of the audience commented on the progression for cohesiveness in this new year.

A member of the audience inquired about mail delivery procedures.

A member of the audience inquired about gate access during the holidays.

A member of the audience inquired about mail deliveries.

50
51 The Members of the Board and District Staff reviewed and discussed the progression of
52 staffing operations at the gate.
53

On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board approved amending the agenda to include Insyte's proposal, Resolution 2026-12 designating offers of the Board and to move District Engineer reports to the Beginning of agenda, for Solterra Resort Community Development District.

54
55 The Members of the Board considered vacant Board Seat.

56
57 Richard Bolam presented himself to the Members of the Board.

58
59 Brian Meert presented himself to the Members of the Board.

60
61 Mr. Neelam inquired about advertising for vacant Board Seats.

62
63 Ms. Hancock commented on the procedure for vacant Board Seats.

64
65 Ms. Hancock verified eligibility requirement for the vacant Seat.
66

On a motion by Ms. Wienker, seconded by Ms. Higham, with a 3-1 vote, Mr. Neelam opposing, the Board awarded Brian Meert the vacant Board seat, for Solterra Resort Community Development District.

67
68 The meeting recessed at 10:36 a.m. and reconvened at 10:47 a.m.

69
70 Mr. Mendes commented that Brian Meert was sworn onto the record.
71

On a motion by Ms. Wienker, seconded by Ms. Higham, with a 4-1 vote, Mr. Neelam opposing, the Board Members designated Mr. Meert as Chairman of the Board, for Solterra Resort Community Development District.

72
73 On a motion by Ms. Higham, seconded by Ms. Wienker, with a 4-1 vote, Mr. Neelam opposing, the Board designated Ms. Higham for Vice Chairman, for Solterra Resort Community Development District.

74
75 On a motion by Ms. Higham, seconded by Ms. Wienker, with a 4-1 vote, Mr. Neelam opposing, the Board did adopted Resolution 2026-12, designating officers of the Board, for Solterra Resort Community Development District.
76

77
78 Ms. Hancock gave an overview of Board Member conduct and expectations to the Members of the Board.
79

80
81 Mr. Mendes stated he will send Mr. Meert a form 1 for completion.

82
83 **THIRD ORDER OF BUSINESS** **Pool Service Updates**

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1. Discussion of Pool and Lazy River Heating Options
2. Consideration of Pool Resurface RFP Project Manual

Mr. Mendes opened the agenda item for discussion with the Members of the Board.

The representative for Resort Pools presented the current operations report and reviewed options for 7-day, weekly services with the Members of the Board.

The Members of the Board and District Staff discussed options for 7-day weekly services.

The Board Members and District staff discussed the ongoing pool services and noted that the services are performing satisfactorily.

On a motion by Ms. Higham, seconded by Mr. Meert, with a 3-2 vote, Mr. Voisard and Mr. Neelam opposing, Mr. Neelam recommended tabling this item, Mr. Voisard recommended that the current services are sufficient, the Board approved to amend the current pool services and pricing to include 7-day, weekly services for 12 months, for Solterra Resort Community Development District.

The Members of the Board further discussed the pool services.

The Board and District Staff discussed the chemical procedure for pool treatment.

Mr. Mendes stated he will review the signs for the pool area.

The Board and District Staff reviewed proposals for pool equipment.

The Board and District Staff reviewed the RFP project manual.

On a motion by Mr. Neelam, seconded by Mr. Voisard, with all in favor, the Board approved not to exceed \$1000 for filters and gauges, for Solterra Resort Community Development District.

FOURTH ORDER OF BUSINESS F&B Operations Updates

1. Liability Coverage Review
2. Consideration of Pool Resurface RFP Project Manual

Mr. Woodcock reviewed the opening compliance requirements with the Members of the Board.

The Members of the Board and District Staff discussed F&B preparation items and upcoming grand opening.

Ms. Hancock commented on management plans for February 2026.

164 Yellowstone reviewed general property updates with the Members of the Board.
165
166 Discussion ensued amongst the Members of the Board regarding annual pruning services.
167
168 Ms. Wienker commented on Sunscape’s new involvement and stated she is looking forward
169 to the new services.
170
171 The Members of the Board discussed options for conservation areas in the community.
172
173 The Members of the Board reviewed with proposal for queen palm tree removal.
174

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 4-0 vote, the Board approved not to exceed \$1,000 for queen palm tree removal, for Solterra Resort Community Development District.

175
176 The Members of the Board reviewed the oak tree proposals.
177

On a motion by Ms. Higham, seconded by Mr. Neelam, with all in favor, the Board approved estimate 643800, for Solterra Resort Community Development District.

178 **SEVENTH ORDER OF BUSINESS** **Aquatic Maintenance Updates**

179
180
181 Mr. Mendes reviewed the aquatic maintenance updates for the community with the
182 Members of the Board.

183 **EIGHTH ORDER OF BUSINESS** **Financial Budget Reviews**

184
185
186 Mr. Mendes reviewed financial updates with the Members of the Board.
187
188 Mr. Mendes stated he will review the revenue share for the HOA.
189

190 **NINTH ORDER OF BUSINESS** **Staff Reports**

- 191
192 A. District Engineer
- 193 1. Utility Box Painting Updates
 - 194 2. Speed Hump Recommendations Review
 - 195 3. Updates on Playground Removal Options
- 196

197 This Agenda item was discussed in the second order of business.
198
199 Mr. Bullins commented that District Staff needs to contact the utility company regarding utility
200 box painting.
201
202 Mr. Mendes stated he will reach out to the utility company for the painting request.
203
204 The Members of the Board and District Staff reviewed and discussed options for speed
205 humps.

206
207 The Board Members stated they will plan an onsite meeting with Mr. Bullins to discuss speed
208 hump locations.

209
210 Discussion continued amongst the Board regarding the speed hump locations in the
211 community.

212
On a motion by Mr. Meert, seconded by Ms. Higham, with all in favor, the Board directed Mr. Mendes and Mr. Bullins to work with District Staff, to review the locations for speed humps, for Solterra Resort Community Development District.

213
214 Mr. Bullins reviewed the options for playground equipment removal.

215
216 The Members of the Board and District Staff discussed options for enhancing the playground
217 area.

218
219 Mr. Meert inquired about the planning of the playground equipment removal.

220
221 Mr. Mendes stated he will work on the removal of equipment.

222
223 Mr. Mendes stated he will follow up with Mr. Neelam regarding the requirements for amenity
224 capacity.

225
226 Mr. Bullins stated he will review with the Fire Department to increase the overall maximum
227 capacity for amenity capacity.

228
229 B. District Counsel

- 230 1. F&B Agreement Updates
- 231 2. Resolution 2026-07, Adopting Amended
- 232 Rules of Procedures and The Amended Rules of Procedure
- 233 3. Resolution 2026-08, Adopting Amended
- 234 Parking and Towing Rules
- 235 4. Resolution 2026-09, Appointing an Assistant Treasurer
- 236 5. Resolution 2026-10, Authorizing Spending Authority
- 237 6. Resolution 2026-11, Setting a Public Hearing to Adopt
- 238 a Vendor Amenity Usage Policy and the Amenity Usage Policy

239
240 Ms. Hancock reviewed Resolution 2026-07, Adopting Amended Rules of Procedures and
241 The Amended Rules of Procedures with the Members of the Board.

242
On a motion by Ms. Wienker, seconded by Ms. Higham, with a 4-0 vote, The Board opened the Public Hearing for Solterra Resort Community Development District.

243
On a motion by Mr. Voisard, seconded by Ms. Higham, with a 4-0 vote, The Board closed the Public Hearing for Solterra Resort Community Development District.

244

On a motion by Ms. Higham, seconded by Ms. Wienker, with a 4-0 vote, the Board adopted Resolution 2026-07, Adopting Amended Rules of Procedures and The Amended Rules of Procedures, for Solterra Resort Community Development District.

245 Ms. Hancock reviewed Resolution 2026-08, Adopting Amended Parking and Towing Rules
246 with the Members of the Board.
247

248
249 Mr. Voisard commented on tabling this resolution until the meeting on March 6th, 2026.
250

251 Mr. Mendes stated he will review the contract with Insyte and Proptia.
252

253 Mr. Mendes stated he will review other options instead of Proptia.
254

255 The Members of the Board tabled Resolution 2026-09, Appointing an Assistant Treasurer
256 until further notice.
257

258 Ms. Hancock reviewed Resolution 2026-10, Authorizing Spending Authority with the
259 Members of the Board.
260

On a motion by Ms. Higham, seconded by Mr. Voisard, with a 4-0 vote, the Board adopted Resolution 2026-10, Authorizing Spending Authority, in substantial form, for Solterra Resort Community Development District.

261 Mr. Neelam inquired about additional parameters.
262

263 Discussion ensued amongst the Members of the Board regarding Resolution 2026-10,
264 Authorizing Spending Authority.
265

266
267 Ms. Hancock reviewed Resolution 2026-11, Setting a Public Hearing to Adopt
268 a Vendor Amenity Usage Policy and the Amenity Usage Policy with the Members of the
269 Board.
270

271 The Members of the Board reviewed Resolution 2026-11, setting a public hearing to adopt
272 a Vendor Amenity Usage Policy, and considered the associated fees.
273

On a motion by Ms. Wienker, seconded by Ms. Higham, with a 3-0 vote, the Board adopted Resolution 2026-11, Setting a Public Hearing to Adopt a Vendor Amenity Usage Policy and the Amenity Usage Policy, and set the Public Hearing date of March 6th, 2026, at 10:00 a.m., for Solterra Resort Community Development District.

274
275 C. District Manager
276

277 There were no comments or questions.
278

279 **TENTH ORDER OF BUSINESS**

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

280
281

282
283 The consideration of the meeting minutes from December 5th, 2025, were tabled until the
284 next meeting for revisions.

285
286 **ELEVENTH ORDER OF BUSINESS** **Ratification of District Items**

287
288 1. Agreement for Landscape Management Services

289 Mr. Mendes presented the items or ratification to the Members of the Board and asked if
290 there were any questions. There were none.
291
292

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, the Board ratified the Agreement for Landscape Management Services, for Solterra Resort Community Development District.

293
294 **TWELFTH ORDER OF BUSINESS** **Consideration of Volunteer Insurance**
295 **Proposals**

296
297 1. Sample Volunteer Service Agreement

298
299 The Members of the Board tabled the consideration of Volunteer insurance proposals until
300 the next Board Meeting, February 6th, 2026.
301

302 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Pool Repair**
303 **Proposals**

- 304
305 1. Resort Pool
306 2. Spies
307

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, the Board approved Resort Pool's Estimate # 1292, in substantial form, for Solterra Resort Community Development District.

308
On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, the Board approved Spies two proposals for autofill systems rebuild, hydraulic roof jack and spa hardware repairs, for Solterra Resort Community Development District.

309
310 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Vendor Amenity**
311 **Usage Policy**

312
313 This item for consideration was removed from the agenda.

314
315 **FIFTHTEENTH ORDER OF BUSINESS** **Consideration of Open Top Waste**
316 **Removal Services**

317
318 The Members of the board and District Staff reviewed, for informal purposes, upcoming
319 Passover event.

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Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DRAFT

Tab 18

Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

Operation and Maintenance Expenditures October 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$317,673.14**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amenity Services, LLC	300084	2469	Clubhouse Cleaning 08/25	\$ 4,000.00
Amenity Services, LLC	300084	2470	Monthly Porter 08/25	\$ 2,000.00
Amenity Services, LLC	300115	2550	Trash Cart 10/25	\$ 350.00
Aqua Chill of Orlando	300068	77381	Monthly Rental 07/25	\$ 45.00
Artemis Lifestyle Services	300064	41041	Supplies 09/25	\$ 335.47
Artemis Lifestyle Services	300064	41042	Labels (1000) 09/25	\$ 90.00
Bobby Voisard	300069	BV082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Bobby Voisard	300069	BV091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Brian Meert	300102	102025 Meert	Reimbursement 10/25	\$ 53.75
Brian Meert	300070	BM082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Brian Meert	300070	BM091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Cintas Corporation	300071	4243859497	Supplies 09/25	\$ 170.99
Cintas Corporation	300071	4244617167	Supplies 09/25	\$ 170.99
Cintas Corporation	300085	4245343656	Supplies 10/25	\$ 170.99

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cintas Corporation	300091	4246076823	Supplies 10/25	\$ 170.99
Cintas Corporation	300108	4246825383	Supplies 10/25	\$ 170.99
Cintas Corporation	300108	4247567889	Supplies 10/25	\$ 170.99
Deborah Higham	300072	DH082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Deborah Higham	300072	DH091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Duke Energy	20251008-2	Duke Summary 09/25 ACH Utilities 09/25		\$ 23,566.19
Duke Energy	20251031-1	Duke Summary 09/25 ACH Utilities 09/25		\$ 449.61
Duke Energy	300092	F5910223901	5200 Solterra Cir - F5910223901 10/25	\$ 8,988.05
Egis Insurance Advisors	300067	30458	Policy #100125585 10/01/25-10/01/26	\$ 45,348.00
Florida Dept of Revenue	20251029-1	58-8017156128-8 09/25	Sales Tax 09/25	\$ 2,305.30
FTI	300114	23204121	Guardhouse Security 09/12/25-10/11/25	\$ 37,250.00
Garden City Westbrook	300073	534135	Electrical Repair 08/25	\$ 806.98
Hidden Eyes, LLC	300109	760422	Security Monitoring 11/01/25-11/30/25	\$ 1,481.45
HP Home Maintenance	300110	501	Concrete Stairs Paint 10/25	\$ 2,500.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Insyte Security, LLC	300086	22020	Monthly Support Fee 06/25	\$ 710.00
Insyte Security, LLC	300086	22040	Service - Guard House 06/25	\$ 223.29
Insyte Security, LLC	300086	22063	Service - Proptia LPR Plate 06/25	\$ 2,268.99
Insyte Security, LLC	300086	22064	Service - Pool Card Reader 06/25	\$ 363.60
Insyte Security, LLC	300086	22065	Service - Gate Remotes 06/25	\$ 616.03
Insyte Security, LLC	300086	22066	Service - Guard House Equipment 09/25	\$ 223.29
Insyte Security, LLC	300086	22227	Monthly Support Fee 07/25	\$ 710.00
Insyte Security, LLC	300086	22260	Service - Guardhouse Printer 07/25	\$ 89.00
Insyte Security, LLC	300086	22273	Service - Left Barrier Arm 07/25	\$ 49.00
Insyte Security, LLC	300086	22274	Additional Clickers 07/25	\$ 253.40
Insyte Security, LLC	300086	22301	Gate Remotes 07/25	\$ 576.60
Insyte Security, LLC	300086	22304	Service - Exit Gate 07/25	\$ 252.00
Insyte Security, LLC	300086	22471	Monthly Support Fee 08/25	\$ 710.00
Insyte Security, LLC	300086	22489	Service - Gate Antennas 07/25	\$ 1,306.03

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Insyte Security, LLC	300086	22515	Service - Entry Barrier 08/25	\$ 178.00
Insyte Security, LLC	300086	22516	Service - Gate Arm 08/25	\$ 835.00
Insyte Security, LLC	300086	22557	Service - Entrance Barrier 08/25	\$ 45.90
Insyte Security, LLC	300111	2487	Monthly Support and Firewall 10/25	\$ 4,252.63
Janitorial Superstore	300074	41718	Cleaning Supplies 09/25	\$ 574.95
Janitorial Superstore	300074	41734	Cleaning Supplies 09/25	\$ 134.90
Janitorial Superstore	300104	42605	Cleaning Supplies 10/25	\$ 1,417.78
Joe Bullins	300116	102725 Bullins	Equipment Breakdown 10/25	\$ 300.00
John Young Corporation	300065	61161	Cable Assembly Technogym 09/25	\$ 557.00
John Young Corporation	300093	61180	Flooring - 50% Deposit 10/25	\$ 4,450.93
Kalina Brochowicz Fondo	300094	31 SEP 2025	DJ Services 09/25	\$ 300.00
Karan Wienker	300095	101025 Wienker	Reimbursement for Supplies 10/25	\$ 63.38
Karan Wienker	300103	102025 Wienker	Reimbursement 10/25	\$ 63.87
Karan Wienker	300075	KW082125	Board of Supervisor Meeting 08/21/25	\$ 200.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Karan Wienker	300075	KW091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Kilinski Van Wyk, PLLC	300096	13337	Legal Services 09/25	\$ 8,302.80
METFitness, LLC	300076	INV-5274	Aqua Zumba 06/25	\$ 195.00
METFitness, LLC	300076	INV-5364	Aqua Zumba 09/25	\$ 325.00
Polk County BOCC	300083	100325 Polk	Restoration of Water Services 10/25	\$ 2,330.00
Polk County BOCC	20251008-1	Water Summary 08/25	Water Summary 08/25	\$ 24,066.75
Polk County Water Resour	300077	100125 PC Water	Code Enforcement CUT-2023-545 10/25	\$ 569.60
Proptia	300078	7546	Monthly Security Services 10/25	\$ 775.00
Proptia	300105	7712	Software Activation 10/25	\$ 3,000.00
Retreat at Championsgate	300090	1001	Gym Equipment 10/25	\$ 42,500.00
Rizzetta & Company, Inc.	300082	INV0000103640	District Management Services 10/25	\$ 4,994.75
Spies Pool, LLC	300106	23017	Chemical Controller 10/25	\$ 450.00
Spies Pool, LLC	300101	320355	Chemicals 08/25	\$ 2,161.45
Spies Pool, LLC	300079	321406	Service Call 09/25	\$ 374.90

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spies Pool, LLC	300117	321415	Grating 10/25	\$ 2,547.95
Spies Pool, LLC	300079	321629	Chemicals 09/25	\$ 2,129.95
Spies Pool, LLC	300106	321928	Chemicals 10/25	\$ 2,303.25
Spies Pool, LLC	300106	322121	Strainer Basket 10/25	\$ 321.95
Spies Pool, LLC	300112	322270	Chemicals 10/25	\$ 1,701.95
Stantec Consulting Service	300113	2466260	Engineering Services 09/25	\$ 684.00
Steadfast Environmental	300066	SA-15431	Service - Pond 17 09/25	\$ 400.00
Steadfast Environmental	300097	SA-15964	Aquatic Maintenance 10/25	\$ 2,393.00
Sumanth Neelam	300080	SN082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Sumanth Neelam	300080	SN091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Sunrise Solutions Pool	300088	3315	Pool Service 09/25	\$ 2,800.00
Sunrise Solutions Pool	300098	3322	Pool Service 10/25	\$ 2,800.00
TPG Lighting LLC	300099	100312	Solar Powered Flood Light - 50% 10/25	\$ 1,214.28
Truly Nolan Branch 711	300089	711208890	Monthly Pest Control 09/25	\$ 75.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Truly Nolan Branch 711	300089	711208891	Monthly Commercial Pest Control 09/25	\$ 100.00
Truly Nolan Branch 711	300089	711209105	Monthly Pest Control 09/25	\$ 75.00
U.S. Bank	300100	7905363	Trustee Fees S2023 09/01/25-08/31/26	\$ 4,256.13
Waste Connections	20251007-1	1569990W460 ACH 09/25	Compactor Charge 09/25	\$ 1,844.63
Yellowstone Landscape	300107	1006735	Monthly Landscape Maintenance 10/25	\$ 16,166.00
Yellowstone Landscape	300107	1014026	Irrigation Repair 10/25	\$ 552.25
Yellowstone Landscape	300107	1014027	Beautify Oak Trees 10/25	\$ 585.00
Yellowstone Landscape	300107	1014028	Plant Install 10/25	\$ 498.00
Yellowstone Landscape	300107	1014029	Plant Install 10/25	\$ 10,855.00
Yellowstone Landscape	300107	1014030	Irrigation Repairs 07/25	\$ 984.48
Yellowstone Landscape	300107	1014031	Irrigation Repairs 08/25	\$ 213.94
Yellowstone Landscape	300081	982090	Monthly Landscape Maintenance 09/25	\$ 16,166.00
Yellowstone Landscape	300081	994649	Irrigation Repair 09/25	\$ 1,088.82

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	300081	994650	Quarterly Palm Injections 08/25	\$ <u>750.00</u>
Report Total				\$ <u>317,673.14</u>

Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

Operation and Maintenance Expenditures November 2025 For Board Approval

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

The total items being presented: **\$158,552.79**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bobby Voisard	300118	BV100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Bobby Voisard	300145	BV110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Brian Meert	300119	BM100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Brian Meert	300146	BM110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Central Florida Gas	20251110-4	200000346664	10/25 ACH Utilities 10/25	\$ 281.73
Cintas Corporation	300125	4248257044	Supplies 11/25	\$ 170.99
Cintas Corporation	300133	4249048031	Supplies 11/25	\$ 170.99
Cintas Corporation	300152	4249784781	Supplies 11/25	\$ 170.99
Cintas Corporation	300155	4250465047	Supplies 11/25	\$ 170.99
Deborah Higham	300120	DH100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Deborah Higham	300147	DH110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
DBPR	20251121-1	1790042	ACH Ownership Change Fee 10/25	\$ 212.50
Duke Energy	20251103-1	910082281232	0 Solterra Blvd 10/25	\$ 1,392.14
Duke Energy	20251121-3	910088635266	000 Oakmont Blvd 10/25	\$ 954.04

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251121-3	910088635563	7900 Oak Reflection Loop 10/25	\$ 36.31
Duke Energy	20251110-1	910082280489	000 Solterra Blvd. Lite - Utilities 10/25	\$ 823.41
Duke Energy	20251120-1	910082281688	00000Oakmont Blvd - Utilities 10/25	\$ 508.96
Duke Energy	20251106-1	910082282564	000 Oakmont Blvd. Lite Solterra PH2A	\$ 1,160.56
Duke Energy	20251119-1	910082282770	5300 Solterra Blvd Lift - Utilities 10/25	\$ 190.94
Duke Energy	20251128-1	910082331318	00 Solterra Blvd - Utilities 10/25	\$ 1,076.17
Duke Energy	20251121-2	910082331491	5290 Solterra Blvd - Utilities 10/25	\$ 30.80
Duke Energy	20251105-1	910082331904	0 Oakmont Blvd. Lit @ Pine Tree Tr.	\$ 4,868.62
Duke Energy	20251124-1	910082332054	5200 Oakmont Blvd - 10/25	\$ 11,082.56
Duke Energy	20251112-1	910088635414	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL	\$ 1,429.89
Florida Dept of Revenue	20251123-1	58-8017156128-8 10/25	Sales Tax 10/25	\$ 2,419.02
FTI	300149	23204124	Guardhouse Security 10/12/25-11/10/25	\$ 36,650.00
Greenberg Traurig, P.A.	300153	1001192965	Legal Services 11/25	\$ 8,875.20
Hidden Eyes, LLC	300134	757122	Security Monitoring 08/01/25-08/31/25	\$ 1,410.90

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hidden Eyes, LLC	300126	758202	Security Monitoring 08/01/25-09/30/25	\$ 1,410.90
Hidden Eyes, LLC	300126	759285	Security Monitoring 09/01/25-09/30/25	\$ 1,410.90
Hidden Eyes, LLC	300135	761544	Security Monitoring 12/01/25-12/30/25	\$ 1,481.45
Insyte Security, LLC	300127	22942	Monthly Support Fee 10/25	\$ 710.00
Insyte Security, LLC	300154	23041	Security System 11/25	\$ 449.00
Insyte Security, LLC	300136	23043	Service - Left Entrance Barrier 10/25	\$ 449.00
Insyte Security, LLC	300136	23159	Monthly Support and Firewall 11/25	\$ 710.00
Insyte Security, LLC	300136	23232	Service - Left Side Exit Barrier 11/25	\$ 348.41
Insyte Security, LLC	300136	23234	Service - Right Side Exit Barrier 11/25	\$ 149.00
Janitorial Superstore	300137	43498	Cleaning Supplies 11/25	\$ 1,427.20
Janitorial Superstore	300137	43570	Cleaning Supplies 11/25	\$ 609.35
Kalina Brochowicz Fondo	300123	32 OCT 2025	DJ Services 10/25	\$ 300.00
Kalina Brochowicz Fondo	300156	33 NOV 2025	DJ Services 11/25	\$ 600.00
Karan Wienker	300121	KW100325	Board of Supervisor Meeting 10/03/25	\$ 200.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Karan Wienker	300148	KW110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Kilinski Van Wyk, PLLC	300141	13608	Legal Services 10/25	\$ 6,897.30
Legacy Concrete	300138	1473	50% Deposit - Sidewalk Repair 10/25	\$ 3,888.00
Polk County BOCC	20251117-1	184492 09/25 ACH	5200 Solterra Blvd. Club 09/25	\$ 13,083.96
Polk County BOCC	20251110-3	208052 09/25 ACH	Reclaimed Water 09/25	\$ 79.93
Polk County BOCC	20251110-2	6618952	Reuse Oakmont Blvd -Utilities 09/25	\$ 3,732.95
Polk County BOCC	20251110-2	6619055	4000 Oakmont Blvd 09/25	\$ 97.85
Polk County BOCC	20251110-2	6619360	Utilities: Reuse 1 Oak Green Loop 09/25	\$ 159.70
Polk County BOCC	20251110-2	6619361	Utilities: Reuse 1 Misty Oak Cir 09/25	\$ 85.27
Polk County BOCC	20251110-2	6619362	Utilities: Reuse Solterra Blvd 09/25	\$ 2,509.95
Polk County BOCC	20251110-2	6620380	Utilities: Reuse Oakrise Loop 09/25	\$ 86.18
Polk County BOCC	20251110-2	6620560	Utilities: Reuse Oak Blossom Dr 09/25	\$ 10.50
Polk County BOCC	20251110-2	6620602	Utilities: 7880 Reuse Oak Reflection Loop 09/25	\$ 895.25
Polk County BOCC	20251110-2	6620612	Utilities: Reuse #2 Oakmoss Loop 09/25	\$ 40.48

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Polk County BOCC	20251110-2	6620614	Utilities: Reuse #4 Oakmoss Loop 09/25	\$ 104.20
Polk County BOCC	20251110-2	6620615	Utilities: Reuse #1 Oak Spring Ln 09/25	\$ 118.42
Polk County BOCC	20251110-2	6620654	Utilities: Reuse #5 Oakmoss Loop 09/25	\$ 79.93
Proptia	300128	7818	Monthly Security Services 11/25	\$ 775.00
Rizzetta & Company, Inc.	300132	INV0000104552	District Management Services 11/25	\$ 4,894.75
Spies Pool, LLC	300151	23152	Chemical Controller 11/25	\$ 450.00
Spies Pool, LLC	300129	322253	Service Call 10/25	\$ 1,097.00
Spies Pool, LLC	300139	322260	Pool Plunger Repair 10/25	\$ 300.00
Spies Pool, LLC	300142	322336	Pull Valves Installation 10/25	\$ 1,004.00
Spies Pool, LLC	300129	322360	Motor Wiring 10/25	\$ 262.50
Spies Pool, LLC	300139	322426	Pool Ladder Repair 10/25	\$ 394.85
Spies Pool, LLC	300139	322443	Flowmeter Replacement 10/25	\$ 467.00
Spies Pool, LLC	300139	322539	Chemicals 10/25	\$ 1,754.25
Spies Pool, LLC	300157	322815	Toro Valve for Spa 11/25	\$ 495.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spies Pool, LLC	300151	322859	Chemicals 10/25	\$ 1,685.95
Spies Pool, LLC	300157	322912	Fixture Pool Repair 11/25	\$ 277.00
Stantec Consulting Service	300143	2481857	Engineering Services 10/25	\$ 1,520.00
Steadfast Environmental, L	300130	SA-16878	Aquatic Maintenance 11/25	\$ 2,393.00
Sumanth Neelam	300122	SN100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Sumanth Neelam	300150	SN110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Sunrise Solutions Pool	300140	3328	Pool Service 11/25	\$ 2,960.00
The Observer Group, Inc.	300131	25-01519K	Legal Advertising 10/25	\$ 65.63
The Sherwin-Williams Co.,	300144	5484149711025	Paint 10/25	\$ 619.90
The Sherwin-Williams Co.,	300144	7977149711025	Paint 10/25	\$ 144.75
The Sherwin-Williams Co.,	300158	16747149711125	Paint 11/25	\$ 199.75
The Sherwin-Williams Co.,	300158	17414149711125	Paint 11/25	\$ 253.70
The Sherwin-Williams Co.,	300158	84387210771125	Paint 11/25	\$ 236.30
The Sherwin-Williams Co.,	300144	94587219381025	Paint 10/25	\$ 247.97

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waste Connections of Flor	20251107-1	1574046W460	Compactor Charge 10/25	\$ 885.32
Xerox Financial Services	300159	41181961	Contract 211-0984566-001 11/25	\$ 705.38
Yellowstone Landscape	300160	1031926	Irrigation Repair 11/25	\$ 285.00
Yellowstone Landscape	300160	1032858	Monthly Landscape Maintenance 11/25	<u>\$ 16,166.00</u>
Report Total				<u>\$ 158,552.79</u>

Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

Operation and Maintenance Expenditures December 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2026 through December 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$112,859.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bobby Voisard	300194	BV101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Bobby Voisard	300183	BV111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Bobby Voisard	300169	BV120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Bobby Voisard	300194	BV121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Brian Meert	300195	BM101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Calsentry, Inc.	300176	1457-24	Direct Thermal fan-fold 4 x 6 06/25	\$ 936.00
Calsentry, Inc.	300176	1477-24	Direct Thermal fan-fold 4 x 6 07/25	\$ 936.00
Calsentry, Inc.	300176	1582-24	Direct Thermal fan-fold 4 x 6 11/25	\$ 936.00
Central Florida Gas	20251209-1	200000346664-112125	Utilities 11/25	\$ 301.72
Cintas Corporation	300162	4251196107	Supplies 11/25	\$ 170.99
Cintas Corporation	300170	4252041280	Supplies 12/25	\$ 170.99
Cintas Corporation	300177	4252782295	Supplies 12/25	\$ 170.99

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cintas Corporation	300190	4253416996	Supplies 12/25	\$ 170.99
Creative Formworks	300167	102925 Creative	Licensing of Facility 10/25	\$ 1,099.55
Deborah Higham	300196	DH101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Deborah Higham	300184	DH111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Deborah Higham	300171	DH120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Deborah Higham	300196	DH121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Duke Energy	20251203-1	9100 8228 0679 10/25	7102 Oakmoss Loop Irrigation - Utilities 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 0835 10/25	4000 Oakmont Blvd. Fence Wall 10/25	\$ 68.45
Duke Energy	20251203-1	9100 8228 1034 10/25	6022 Broad Oak Drive Pump 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 1539 10/25	5456 Misty Oak Cir Pump - Utilities 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 2209 10/25	7310 Oakmoss Loop Irrigation 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 2382 10/25	7524 Oak Spring Ln. Irrigation 10/25	\$ 30.80

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251203-1	9100 8233 1102 10/25	4000 Oakmont Blvd. Gatehouse 10/25	\$ 191.21
Duke Energy	20251218-1	9100 8863 5266 11/25	000 Oakmont Blvd 11/25	\$ 954.04
Duke Energy	20251219-1	9100 8863 5563 11/25	7900 Oak Reflection Loop 11/25	\$ 36.32
Duke Energy	20251210-1	910082280489 11/25	000 Solterra Blvd. Lite - Utilities 11/25	\$ 823.41
Duke Energy	20251231-1	910082280679-120825	7102 Oakmoss Loop Irrigation	\$ 30.80
Duke Energy	20251231-1	910082280835-120825	4000 Oakmont Blvd. Fence Wall 11/25	\$ 66.79
Duke Energy	20251231-1	910082281034-120825	6022 Broad Oak Drive Pump 11/25	\$ 30.80
Duke Energy	20251203-1	910082281232-111025	0 Solterra Blvd. Lite - Utilities 10/25	\$ 1,392.14
Duke Energy	20251231-1	910082281232-120825	0 Solterra Blvd. Lite 11/25	\$ 1,392.14
Duke Energy	20251231-1	910082281539-120825	5456 Misty Oak Cir Pump 11/25	\$ 30.80
Duke Energy	20251217-1	910082281688-112425	00000Oakmont Blvd - Utilities 11/25	\$ 508.96
Duke Energy	20251231-1	910082282209-120825	7310 Oakmoss Loop Irrigation 11/25	\$ 30.80

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251231-1	910082282382-120825	7524 Oak Spring Ln. Irrigation 11/25	\$ 30.80
Duke Energy	20251205-1	910082282564-111225	000 Oakmont Blvd. Lite Solterra PH2A - SL 10/25	\$ 1,160.56
Duke Energy	20251231-1	910082331102-120825	4000 Oakmont Blvd. Gatehouse 11/25	\$ 177.65
Duke Energy	20251224-1	910082331318-120225	00 Solterra Blvd - Utilities 11/25	\$ 1,076.17
Duke Energy	20251218-1	910082331491-112525	5290 Solterra Blvd - Utilities 11/25	\$ 30.80
Duke Energy	20251231-1	910082331714-120825	7632 Oak Spring Ln. Irrigation 11/25	\$ 16.49
Duke Energy	20251203-2	910082331904-111025	0 Oakmont Blvd. Lit @ Pine Tree Tr. 10/25	\$ 4,868.62
Duke Energy	20251219-1	910082332054-112625	5200 Oakmont Blvd - 11/25	\$ 8,948.55
Duke Energy	20251211-1	910088635414-111825	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL - 11/25	\$ 1,429.89
FL Dept of Commerce	20251202-1	92877	Special District Fee FY 25/26	\$ 175.00
Hidden Eyes, LLC	300172	762620	Security Monitoring 01/01/26-1/31/26	\$ 1,481.45
HP Home Maintenance	300191	293-754	Paint Job 12/25	\$ 2,300.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Janitorial Superstore	300178	44500	Cleaning Supplies 11/25	\$ 1,030.99
John Young Corporation	300163	061180 Final	Flooring - Final 11/25 (2of2)	\$ 4,450.93
John Young Corporation	300163	61297	Final Pay (2of2) Fitness Equipment 11/25	\$ 4,849.85
John Young Corporation	300163	61319	Cover Case - 11/25	\$ 696.60
John Young Corporation	300163	61331	Fitness Equipment - 11/25	\$ 450.00
Karan Wienker	300197	KW101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Karan Wienker	300185	KW111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Karan Wienker	300173	KW120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Karan Wienker	300197	KW121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Kilinski Van Wyk, PLLC	300192	13838	General Legal Services 11/25	\$ 7,549.30
Polk County BOCC	300198	184492	Water Services 11/25	\$ 15,165.59
Polk County BOCC	20251208-1	185234	Utilities: 4000 Oakmont Blvd 10/25	\$ 114.50

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Polk County BOCC	20251208-1	189748	Utilities: Reuse 1 Oak Green Loop 10/25	\$ 65.75
Polk County BOCC	20251208-1	189750	Utilities: Reuse 1 Misty Oak Cir 10/25	\$ 105.53
Polk County BOCC	20251208-1	189760	Utilities: Reuse Solterra Blvd 10/25	\$ 3,680.45
Polk County BOCC	20251208-1	203364	Utilities: Reuse Oakrise Loop 10/25	\$ 82.64
Polk County BOCC	20251208-1	205064	Utilities: Reuse Oak Blossom Dr 10/25	\$ 10.50
Polk County BOCC	20251208-1	206054	Utilities: 7880 Reuse Oak Reflection Loop 10/25	\$ 953.00
Polk County BOCC	20251208-1	206640	Utilities: Reuse #2 Oakmoss Loop 10/25	\$ 66.75
Polk County BOCC	20251208-1	206644	Utilities: Reuse #4 Oakmoss Loop 10/25	\$ 99.90
Polk County BOCC	20251208-1	206648	Utilities: Reuse #1 Oak Spring Ln 10/25	\$ 133.05
Polk County BOCC	20251208-1	208052	Utilities: Reuse #5 Oakmoss Loop 10/25	\$ 102.11
Polk County BOCC	20251208-1	6693739	Reuse Oakmont Blvd. 10/25	\$ 3,097.70
Proptia	300164	8098 CR	Monthly Security Services 12/25	\$ 775.00

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300161	INV0000105367	District Management Services 12/25	\$ 4,894.75
Spies Pool, LLC	300165	323222	Chemicals 11/25	\$ 1,377.45
Spies Pool, LLC	300193	323482	Chemicals 12/25	\$ 1,767.95
Steadfast Environmental	300174	SA-17763	Aquatic Maintenance 12/25	\$ 2,393.00
Sumanth Neelam	300204	SN101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Sumanth Neelam	300186	SN111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Sumanth Neelam	300175	SN120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Sumanth Neelam	300204	SN121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Sunrise Solutions Pool	300179	3330	Pool Service 12/25	\$ 1,214.00
The Observer Group, Inc.	300166	25-01843K	Legal Advertising 12/25	\$ 87.50
The Observer Group, Inc.	300180	25-01878K	Legal Advertising 12/25	\$ 140.00
U.S. Bank	300168	7977949	Trustee Fees S2023 11/01/25-10/31/26	\$ 4,040.63

Solterra Resort Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waste Connections	20251204-1	1578106W460	11/25 ACH Compactor Charge 11/25	\$ 885.32
Xerox Financial Services	300181	41324006	Contract 211-0984566-001 12/25	\$ 352.69
Yellowstone Landscape	300206	1017524	Flush Cut Decaying Palms 11/25	\$ 360.00
Yellowstone Landscape	300206	1041251	Monthly Landscape Maintenance 12/25	<u>\$ 16,166.00</u>
Report Total				<u>\$ 112,859.30</u>

Tab 19

**LANDSCAPE & IRRIGATION MAINTENANCE AGREEMENT
ADDITIONAL SERVICES ORDER**

THIS ADDITIONAL SERVICES ORDER (the "ASO") is presented according to the requirements established within the executed *Landscape and Irrigation Maintenance Agreement* dated June 27, 2016 (the "Agreement"). This ASO is made and entered into effective this ____ day of January 2025, by and between:

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

YELLOWSTONE LANDSCAPE - SOUTHEAST, LLC DBA YELLOWSTONE LANDSCAPE, a Florida limited liability company, with a mailing address of P.O. Box 849 Bunnell, Florida 32110 (the "Contractor" and, together with the District, the "Parties").

1. **SCOPE OF WORK.** In addition to the services described in the Agreement and any Exhibits thereto, Contractor will provide the additional work described below, in accordance with the unit prices or lump sum pricing provided herein (the "Additional Work"). Contractor shall invoice the District for the Additional Work actually performed, and the District shall remit payment for such Additional Work pursuant to the terms of the Agreement. Such amount includes all materials and labor necessary to complete the Additional Work and all items, labor, materials, or otherwise, to provide the District the maximum benefit of the Additional Work.

Proposal Name	Cost	Notes
Solterra Springs Allamanda's Install (Exhibit A)	\$1,218.99	N/A
Oak Tree Trimming (Exhibit B)	\$22,089.64	N/A
Irrigation Repairs (Exhibit C)	\$1,146.45	N/A
Queen Palm Removal (Exhibit D)	\$967.96	N/A
Total		\$25,423.04

pw
pw
pw

2. **EFFECTIVE DATE.** This ASO shall be effective as of the date of the last signature of the Parties hereto.

3. **ACCEPTANCE.** Execution of this ASO will authorize Contractor to complete the Additional Work as outlined above in addition to any other services set forth in the Agreement. Contractor shall commence the aforesaid authorized Additional Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect. To the extent that any other terms provided in **Exhibit A, Exhibit B, Exhibit C, and Exhibit D** conflict with the terms of the executed Agreement, the terms of the Agreement shall control.

pw

IN WITNESS WHEREOF, the Parties hereto have caused this ASO to be executed the day and year first above written.

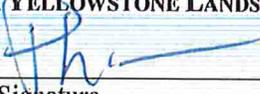
**SOLTERRA COMMUNITY
DEVELOPMENT DISTRICT**

Signature

By: Brian Meert
Print Name

Its: Chairman, Board of Supervisors
Title

**YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
DBA YELLOWSTONE LANDSCAPE**



Signature

By: PETER WITTMAN
Print Name

Its: BRANCH MANAGER
Title

- ~~Exhibit A:~~ Solterra Springs Allamanda's Install *pw*
- ~~Exhibit B:~~ Oak Tree Trimming *pw*
- Exhibit C: Irrigation Repairs
- Exhibit D: Queen Palm Removal

Exhibit C
Irrigation Repairs



Landscape Enhancement Proposal for
Solterra CDD

Jayne Biggs
Vesta Property Services
5200 Solterra Blvd
Davenport, FL 33837
jbiggs@vestapropertyservices.com

Proposal #: 499811
Date: 12/30/2024
From: Gary Price

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

Irrigation repairs from December 2024 inspection

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	6	\$72.00	\$432.00
Controller 1 zone #2 Replace 2" Non functioning Valve Hunter PGV Valve	1	\$250.08	\$250.08
Controller 1 Zone #21 Replace shorted Rainbird PGA Solenoid	1	\$71.43	\$71.43
Controller 1 zone #22 Replace non functioning 2" Hunter PGV valve	1	\$250.08	\$250.08
Controller 1 zone # 29 Replace shorted Rainbird PGA solenoid	1	\$71.43	\$71.43
Oak Reflection clock zone # 10 Replace shorted Rainbird PGA solenoid	1	\$71.43	\$71.43

EXHIBIT D



Proposal #: 650600

Date: 1/16/2026

From: Virginia Alvarez Cortes

Landscape Enhancement Proposal for
Solterra CDD

Brian Mendes
Rizzetta & Company

bmendes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd
Davenport, FL 33837

Dead queen palm removal-pool

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Palm removal	1	\$547.96	\$547.96
General Labor-Pavers	6	\$70.00	\$420.00

Proposal to remove 1 dead queen palm with root ball surrounded by pool pavers.

Pavers will need removal for better access and will be reinstalled.

Labor and debris removal included.



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	\$967.96
Sales Tax	\$0.00
Proposal Total	\$967.96

THIS IS NOT AN INVOICE

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 District Manager (or his or her designee) 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 6TH DAY OF MARCH 2026.

ATTEST:

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors



Coverage Agreement Endorsement

Endorsement No.: 1 **Effective Date:** 01/01/2026
Member: Solterra Resort Community Development **Agreement No.:** 100125585
District

Coverage Period: October 1, 2025 to October 1, 2026

In consideration of **an additional premium of \$935.00**, the coverage agreement is amended as follows:

General Liability

Added:

Liquor Liability coverage added as of 1/1/26.

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: February 05, 2026

Authorized by: 



**PUBLIC ENTITY
GENERAL LIABILITY – LIQUOR LIABILITY EXCEPTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LIQUOR LIABILITY EXCEPTION

This endorsement modifies insurance provided under the following:
GENERAL LIABILITY COVERAGE FORM (FIA 300)

This endorsement amends the **Exclusion c. Liquor Liability** under **SECTION I – COVERAGES, 2. Exclusions**, but only as respects the activities, places or events described in the Schedule below for the specified date(s) of such activities, places or events:

SCHEDULE

DESCRIPTION AND LOCATION OF ACTIVITY, PLACE OR EVENT:

Solterra Resort Community Development District

SPECIFIED DATE(S):

October 1, 2025 - October 1, 2026

Only as respects the Activity, Place or Event described in the above Schedule, and only for the Specified Date(s) of that described Activity, Place or Event, the Exclusion c. **Liquor Liability**, is deleted in its entirety and replaced by the following:

Bodily injury or **property damage** for which any covered party may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exception to Exclusion:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages.

All other terms and conditions of the policy remain unchanged.

Tab 20

INVESTMENT RATES AS OF 11/17/2025 (PUBLIC FUNDS WITH

Bank Name	Investment Type	Balance Requirement
EverBank	Money Market	\$25,000
EverBank	Certificate of Deposit	\$1,500
EverBank	Certificate of Deposit	\$1,500
EverBank	Certificate of Deposit	\$1,500
EverBank	Certificate of Deposit	\$1,500
FLCLASS*	Intergovernmental Investment Pool	\$1
Regions	Money Market	\$10,000
Regions	Money Market	\$50,000
Regions	Money Market	\$100,000
Regions	Certificate of Deposit	\$5,000
Regions	Certificate of Deposit	\$5,000
Regions	Certificate of Deposit	\$5,000
Regions	Certificate of Deposit	\$5,000
TD Bank	Money Market	\$10,000
TD Bank	Money Market	\$50,000
TD Bank	Money Market	\$100,000
TD Bank	Money Market	\$250,000
TD Bank	Certificate of Deposit	\$10,000
TD Bank	Certificate of Deposit	\$10,000
TD Bank	Certificate of Deposit	\$10,000
TD Bank	Certificate of Deposit	\$10,000
TD Bank	Certificate of Deposit	\$10,000
Truist	Money Market	\$10,000
Truist	Money Market	\$50,000
Truist	Money Market	\$100,000
Truist	Certificate of Deposit	\$10,000
Truist	Certificate of Deposit	\$10,000
Truist	Certificate of Deposit	\$10,000
Truist	Certificate of Deposit	\$10,000
Valley	Money Market	\$1

*FLCLASS is not a bank, but an authorized investment.

QPD BANKS)

Term	Rates
N/A	3.65%
3 months	3.80%
6 months	3.70%
9 months	3.60%
12 months	3.60%
N/A	4.04%
N/A	3.00%
N/A	3.20%
N/A	3.44%
5 months	3.80%
8 months	3.70%
13 months	3.20%
19 months	3.00%
N/A	1.00%
N/A	1.06%
N/A	1.30%
N/A	1.75%
6 months	3.04%
9 months	2.85%
12 months	2.70%
18 months	2.60%
24 months	2.60%
N/A	2.00%
N/A	2.00%
N/A	2.00%
6 months	2.45%
9 months	2.45%
12 months	2.05%
24 months	1.55%
N/A	3.55%

Tab 21

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING VENDOR AMENITY USAGE POLICY AND RATES FOR THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, as amended, and being situated in Polk County, Florida; and

WHEREAS, Chapters 120 and 190, Florida Statutes, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution *Vendor Amenity Usage Policy and Rates* (“**Vendor Usage Rules**”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in the Vendor Usage Rules is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing on March 6, 2026.

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

SECTION 1. The rules, rates, fees, and charges of the District set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The rules, rates, fees, and charges described in **Exhibit A** shall stay in full force and effect until such time as they are otherwise amended by the Board and supersede any prior rules related to amenity facilities previously adopted by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. If any provision of this resolution 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.

PASSED AND ADOPTED this 6th day of March 2026.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
Vendor Usage Rules

VENDOR AMENITY USAGE POLICY AND RATES

This Vendor Amenity Usage Policy and Rates (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) 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.
- (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.

Effective: March 6, 2026

EXHIBIT A
ELIGIBLE VENDOR EMPLOYEE USAGE FEE

TYPE	RATE
Eligible Vendor Employee Usage Fee	\$0.00 - \$30.00

*Any electronic payments remitted to the District may require payment of additional associated processing fees.