



Rizzetta & Company

# **Solterra Resort Community Development District**

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**Board of Supervisors  
Meeting  
April 3<sup>rd</sup>, 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](http://www.solterraresortcdd.org)

<b>Board of Supervisors</b>	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
<b>District Manager</b>	Brian Mendes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Meredith Hammock	Kilinski Van Wyk
<b>District Engineer</b>	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.

# 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  
Solterra Resort Community  
Development District**

**March 27<sup>th</sup>, 2026**

## FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **April 3, 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
  - B. Aquatic Maintenance Updates ..... Tab 1
    - 1. Consideration of Pond Fish Stocking Proposals ..... Tab 2
      - a. Bluegill Stocking Proposal
      - b. Mosquitofish Stocking Proposal
    - 2. Consideration of Pond Plant Proposals ..... Tab 3
      - a. Pond 5
      - b. Pond 13
      - c. Pond 27
  - C. Landscape Maintenance Updates
    - 1. March 2026 Landscape Inspection Report ..... Tab 4
    - 2. Consideration of Landscape RFP
      - a. RFP Scope of Services ..... Tab 5
      - b. First Addendum to Landscape RFP ..... Tab 6
    - 3. Updates on Annual Pruning
  - D. F&B Operations Updates
    - 1. February 2026 Monthly Packet ..... Tab 7
  - E. General Manager Updates Report ..... Tab 8
    - 1. Security Services and Technology Restructure ..... Tab 9
- 4. STAFF REPORTS**
  - A. District Engineer
    - 1. Consideration of Speed Hump Project Proposals
      - a. DMI ..... Tab 10
      - b. Hall Company ..... Tab 11
    - 2. Storm Water Inspection Updates
  - B. District Counsel
    - 1. Consideration of PeakNet Cell Tower Lease Agreement ..... Tab 12
  - C. District Manager
    - 1. Discussion of Proposed Budget
    - 2. Updates on Pool Resurface Project: Start Date April 13th, 2026
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting  
Held on December 5th, 2025, ..... Tab 13

	B. Consideration of the Minutes of the Board of Supervisors' Meeting Held on January 9th, 2026,.....	Tab 14
	C. Consideration of the Minutes of the Board of Supervisors' Meeting Held on March 6th, 2026,.....	Tab 15
	D. Ratification of Operation and Maintenance Expenditures for the Months of January & February 2026.....	Tab 16
<b>6.</b>	<b>BUSINESS ITEMS</b>	
	A. Ratification of District Items .....	Tab 17
	1. Yellowstone Landscaping	
	a. Queen Palm Removal - Pool Area	
	b. 2 ½" Mainline Break – Solterra Exit Along Pine Tree Trail	
	B. Consideration of Recreation Center Proposals	
	1. Artificial Turf Proposal	
	a. P & F Artificial Grass .....	Tab 18
	b. Yellowstone.....	Tab 19
	2. Fencing Proposals	
	a. Fence Central .....	Tab 20
	b. Fence Outlet.....	Tab 21
	C. Consideration of Annual Arbitrage Report -Solterra CDD 2018 .....	Tab 22
<b>7.</b>	<b>SHADE SESSION</b>	
<b>8.</b>	<b>SUPERVISOR REQUESTS &amp; COMMENTS</b>	
<b>9.</b>	<b>ADJOURNMENT</b>	

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**



## Solterra Resort CDD Aquatics

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**Inspection Date:**

3/26/2026 1:43 PM

**Prepared by:**

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM  
813-836-7940

# Inspection Report

**SITE: 10**

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



**Comments:**

Left: December, Right: March

Mild slender spikerush and terrestrial weed growth by the water's edge. I have included a short write-up on this below. Treatments will be altered for a time moving forward.

Any filamentous algae present is decaying. A technician will follow up and re-treat if needed.

<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 checked="" 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"/> Chara	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>

**SITE: 11**

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



**Comments:**

Left: December, Right: March

Approximately 95% dry; exposed bed will be treated to prevent submerged growth once water level rises.

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 checked="" 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"/> Chara	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>

# Inspection Report

## SITE: 12

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



### Comments:

Left: December, Right: March

Similar conditions as pond 10; mixed nuisance and terrestrial grasses. New treatment techniques will be employed here. Lilies have been treated to thin growth.

No algae observed.

It appears the MES on this pond has failed.

<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 checked="" 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 checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Terrestrial
			<input type="checkbox"/> Chara

## SITE: 13

Condition:    Excellent    Great    ✓Good    Poor    ✓Mixed Condition    Improving



### Comments:

Left: December, Right: March

More mixed growth on the water's edge. New treatment techniques will be employed here.

Two patches of filamentous algae present. A technician will address these during an upcoming service event. There is a pool being built just uphill from this pond. Excess sediment is being pushed in and likely driving algal growth.

<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 checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Terrestrial
			<input type="checkbox"/> Chara

# Inspection Report

## SITE: 14

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



### Comments:

Left: December, Right: March

More mixed growth on the water's edge. New treatment techniques will be employed here. Any algae present is decaying. A technician will follow up and re-treat if needed.

<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 checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>

## SITE: 15

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



### Comments:

Left: December, Right: March

Still more mixed growth on the water's edge. New treatment techniques will be employed here, takin care as to not further harm the frost-damaged beneficials. 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 checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>

# Inspection Report

## SITE: 16

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



### Comments:

Left: December, Right: March

Similar conditions to all other ponds today. I'm working on a mix for the technician to target a wider range of vegetation. Technicians will monitor the submerged algae for surfacing.

<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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>
			<input type="checkbox"/> Chara

## SITE: 17

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    Improving



### Comments:

Left: December, Right: March

Mild mixed growth around the water's edge, less than other ponds listed. The new mix will be applied here next visit. 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 checked="" 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 checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>
			<input type="checkbox"/> Chara

# Inspection Report

**SITE: 18**

Condition:    Excellent    Great     Good    Poor    Mixed Condition    Improving



**Comments:**

Left: December, Right: March

Some of the slender spikerush has crept into the water and submerged. This pond is only a few inches deep and will likely not need special treatment to clear this growth. A few heavy rounds of herbicide should do the trick. 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    Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Terrestrial</b>

**SITE: 19**

Condition:    Excellent     Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: December, Right: March

Surprisingly minimal nuisance growth around the edge. This pond will still be included in upcoming treatments regardless. 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    Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:

## MANAGEMENT SUMMARY



Cooler days are behind us now that Spring has started. Daylight hours are already increasing and rain is slowly becoming more frequent. We're ramping up for growing season with more catered herbicide and algaecide mixes. Grasses are coming back strong and growing quickly according to reports from techs in the field. Algae will likely be more of a focus for now as daytime temps hover in the mid-80's and rain often only comes once per week. We have recently added a product to our algaecide mixes intended to trap phosphorous in the water column of a pond and aid in slowing algae growth.

Nuisance grasses were noted in all ponds today; nothing that can't be cleared with a few herbicide treatments. Water levels are low and rain is minimal, so grasses and weeds of all kinds are chasing what they can get and congregating around the pond. Technicians typically don't treat terrestrial weeds as they won't survive when water levels rise. We will likely be changing this temporarily until conditions improve across the property.

## 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!

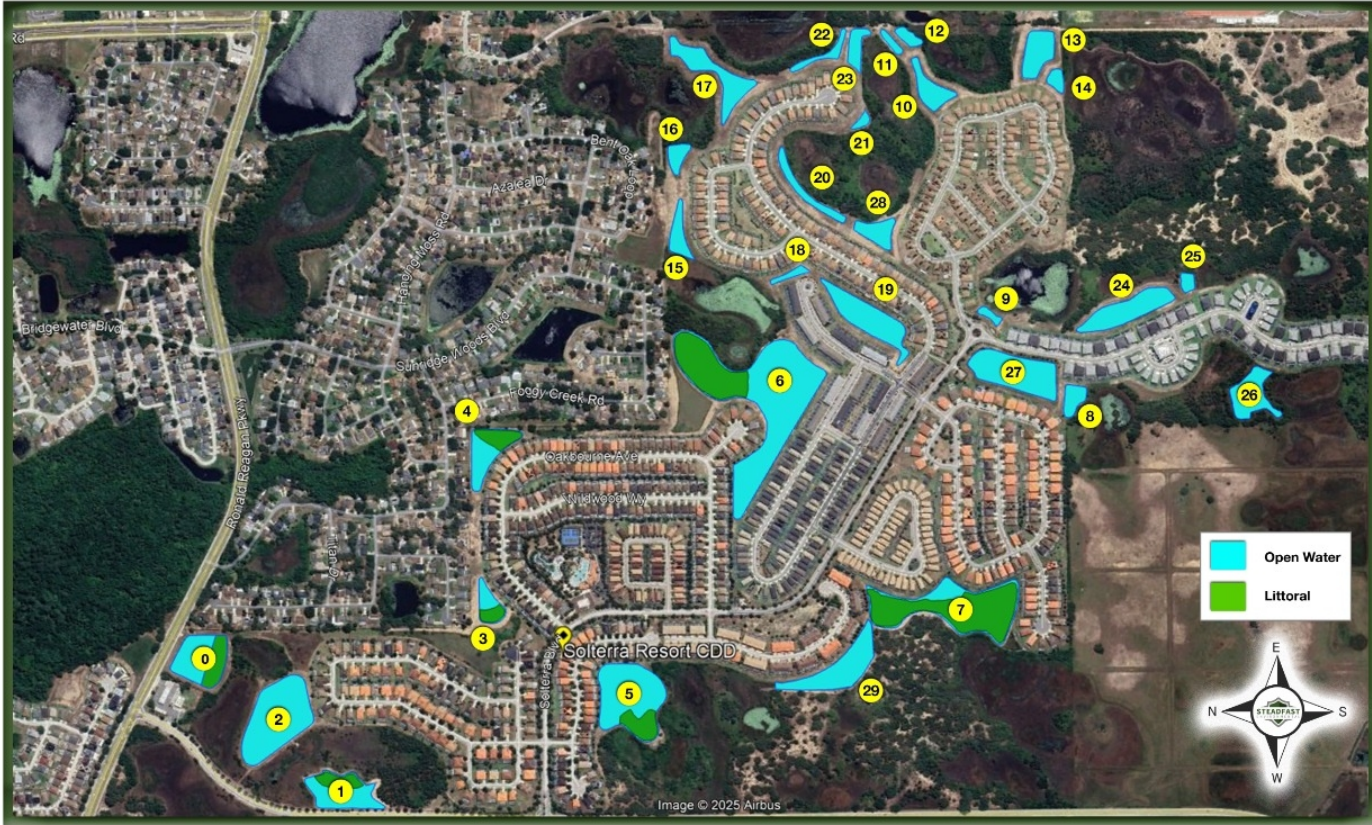
MAINTENANCE AREA



# SOLTERRA RESORT CDD

Solterra Blvd, Davenport, FL 33837

Gate Code:



## **Tab 2**



Steadfast Alliance  
 Suite 102  
 San Antonio FL 33576 US

# ESTIMATE

**DATE**                      **DUE**    **ESTIMATE #**  
 2/25/2026                      3/27/2026    EST-SCA3375

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

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

DESCRIPTION	QTY	RATE	AMOUNT
Fish stocking of pond 5 at Solterra Resort CDD.  Steadfast will stock approximately 1400 bluegill & shellcracker (Iepomis macrochirus & Iepomis microlophus) across one pond. The pond will be stocked according to acreage (~350 fish/acre).	1.00	1,575.00	1,575.00
Fish stocking of pond 6 at Solterra Resort CDD.  Steadfast will stock approximately 2450 bluegill & shellcracker (Iepomis macrochirus & Iepomis microlophus) across one pond. The pond will be stocked according to acreage (~350 fish/acre).	1.00	2,205.00	2,205.00
Fish stocking of pond 19 at Solterra Resort CDD.  Steadfast will stock approximately 770 bluegill & shellcracker (Iepomis macrochirus & Iepomis microlophus) across one pond. The pond will be stocked according to acreage (~350 fish/acre).	1.00	1,200.00	1,200.00

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

**TOTAL**                                      **4,980.00**

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



Steadfast Alliance  
 Suite 102  
 San Antonio FL 33576 US

# ESTIMATE

**DATE**                      **DUE**    **ESTIMATE #**  
 2/24/2026                      3/26/2026    EST-SCA2614

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

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

DESCRIPTION	QTY	RATE	AMOUNT
Fish stocking of pond 6 at Solterra Resort CDD.			
Steadfast will stock approximately 12,000 mosquitofish (gambusia affinis) across one pond. The pond will be stocked according to acreage (~1700 fish/acre).	1.00	6,960.00	6,960.00

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

**TOTAL    6,960.00**

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_

## **Tab 3**



Steadfast Alliance  
 Suite 102  
 San Antonio FL 33576 US

# ESTIMATE

**DATE**                      **DUE**    **ESTIMATE #**  
 2/24/2026                      3/26/2026    EST-SCA2413

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

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

DESCRIPTION	QTY	RATE	AMOUNT
<b>POND 5</b>			
Broadleaf Arrowhead (saggitaria latifolia)	1,540.00	2.40	3,696.00
Clusters of 20 bare-root plants, 6' o.c., 1540 plants total			
-----			
Pickerelweed (pontederia cordata)	1,560.00	2.40	3,744.00
Clusters of 20 bare-root plants, 6' o.c., 1560 plants total			
-----			



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

**TOTAL**    **7,440.00**

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



Steadfast Alliance  
 Suite 102  
 San Antonio FL 33576 US

# ESTIMATE

**DATE**                      **DUE**    **ESTIMATE #**  
 2/24/2026                      3/26/2026    EST-SCA2425

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

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

DESCRIPTION	QTY	RATE	AMOUNT
POND 13			
Broadleaf Arrowhead (sagittaria latifolia)	3,000.00	2.40	7,200.00
Clusters of 20 bare-root plants, 6' o.c., 3000 plants total			
-----			
Pickerelweed (pontederia cordata)	3,000.00	2.40	7,200.00
Clusters of 20 bare-root plants, 6' o.c., 3000 plants total			
-----			



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

**TOTAL**                                      **14,400.00**

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



Steadfast Alliance  
 Suite 102  
 San Antonio FL 33576 US

# ESTIMATE

**DATE**                      **DUE**    **ESTIMATE #**  
 2/24/2026                      3/26/2026    EST-SCA2424

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

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

DESCRIPTION	QTY	RATE	AMOUNT
POND 27			
Broadleaf Arrowhead (sagittaria latifolia)	2,540.00	2.40	6,096.00
Clusters of 20 bare-root plants, 6' o.c., 2540 plants total			
Pickerelweed (pontederia cordata)	2,560.00	2.40	6,144.00
Clusters of 20 plants, 6' o.c., 2560 plants total			



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

**TOTAL**                                      **12,240.00**

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_

# Tab 4

## Memorandum

To: Brian Mendes  
Rizzetta and Company

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

From: Jeff Flamisch

Date: March 23, 2026

Re: Solterra Resort  
March Inspection

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The inspection was performed on Tuesday, March 17, 2026, with Vicky Alvarez 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 the majority of 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 holding up well throughout the resort. Their Lawn and Ornamental Program is being administered favorably with the landscape displaying fair color, 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 is nearing the end of their life cycle. New flowers are expected to be installed in early April utilizing varieties which are appropriate for this time of the year and the Contractor is reminded that existing soil should be removed and replaced with new growing medium prior to flower installation. The Contractor was also instructed to continue cutting back cold-damaged plant growth, and the affected plant material will be evaluated for recovery or replacement.

At the time of the inspection, there were no open work items 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) **Urgent:** Contractor is requested to repair a damaged irrigation Netafim drip line in the ornamental bed space along the walking path around the Amenities area as soon as possible. See attached photo.
- 2) Contractor is requested to prune poorly performing Blue Plumbago plantings along the walking path around the Amenities area, during their next detail rotation.

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Brian Mendes  
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March Inspection

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- 3) Contractor is requested to cutback the poorly performing ornamental grass plantings throughout the Lazy River area, during their next detail rotation.
- 4) Contractor is requested to remove dead plant material throughout the walking path around the Amenities area, during their next detail rotation. No replacement is needed at this time.
- 5) Contractor is requested to prune dead and damaged branches from the Pine trees along the walking path around the Amenities area, during their next detail rotation.
- 6) Contractor is requested to prune poorly performing growth from the Xanadu, Firecracker and Hibiscus plantings throughout the Lazy River area, during their next detail rotation.
- 7) Contractor is requested to remove discolored foliage from the Philodendron Selloum and Variegated Shell Ginger plantings throughout the Lazy River area, during their next detail rotation.
- 8) Contractor is requested to cap the irrigation bubbler in the St Augustine turf area near the walking path on the northeast corner of the Amenities area, during their next detail rotation. See attached photo.
- 9) Contractor is requested to remove excessive Spanish Moss from the Elm tree on the southwest corner of the Paddle Tennis courts in the Amenities area, during their next detail rotation.
- 10) Contractor is requested to remove discolored foliage from the Coontie palms on the east side of the Pool area, during their next detail rotation.
- 11) Contractor is requested to cap the irrigation bubbler in the tree ring where the Queen Palm was recently removed on the northwest corner of the Pool area, as soon as possible.
- 12) Contractor is requested to submit a proposal to install river rock in the ornamental bed space where the Queen palm was removed as soon as possible. See attached photo.
- 13) Contractor is requested to remove the poorly performing Variegated Arboricola plants in the ornamental bed space on the south side of the Pool area as soon as possible. No replacement is needed at this time. See attached photo.
- 14) Contractor is requested to remove poorly performing growth from the Variegated Shell Ginger plantings near the entrance gate to the resort, during their next detail rotation.

- 15) Contractor is requested to monitor for and treat weed growth in the ornamental bed space near the entrance gate to the resort along Solterra Boulevard, during their next detail rotation.
- 16) Contractor is requested to cut back the Blue Plumbago plantings near the monument signs near the main entrance to the resort as soon as possible.
- 17) Contractor is requested to submit a proposal to remove the Dwarf Taiwanese Ixora and poorly performing Blue Daze plantings near the main entrance to the property as soon as possible.
- 18) Contractor is requested to prune poorly performing and leggy growth from the Viburnum Odoratissimum plantings along Pine Tree Trail, during their next detail rotation.
- 19) Contractor is requested to prune the Loropetalum plantings along Pine Tree Trail to remove leggy growth, during their next detail rotation.
- 20) Contractor is requested to prune dead and broken branches from the Pine trees along the main entrance to the resort, during their next detail rotation. See attached photo.
- 21) **Urgent:** Contractor is requested to check for a potential broken irrigation lateral line or pop-up head in the St. Augustine turf area on the north side of the main entrance to the resort as soon as possible. See attached photo.
- 22) Contractor is requested to lightly prune the Knock-Out Roses at the entrance to Solterra Springs to remove poorly performing growth, during their next detail rotation.
- 23) Contractor is requested to submit a proposal to cutback cold-damaged poorly performing growth from the Philodendron Selloum and Dwarf Firebush plantings throughout the resort and remove dead Dwarf Taiwanese Ixora along Solterra Boulevard as soon as possible, as discussed during the inspection.

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Item 1



Item 8



Item 12



Item 13



Item 20



Item 21

## **Tab 5**

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

**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

DRAFT

March 12<sup>th</sup>, 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](mailto: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](mailto: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](mailto:bmendes@rizzetta.com), Meredith Hammock at [meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com), Savannah Hancock at [savannah@cddlattorneys.com](mailto:savannah@cddlattorneys.com), and Mark Yahn at [myahn@sunscapeconsulting.com](mailto: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:

<b>DATE</b>	<b>EVENT</b>
March 12, 2026	RFP Notice is issued.
March 12, 2026	RFP package available for download.
March 18, 2026 at 10:30 AM (EST)	Mandatory virtual pre-proposal meeting. <a href="#">[Pre Bid Meeting Link]</a>
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 12, 2026 through March 26, 2026 after coordination with the District’s onsite Amenity Manager, Joe Bullins at [jbullins@artemislifestyles.com](mailto: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](mailto: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](mailto:bmendes@rizzetta.com), Meredith Hammock at [meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com), Savannah Hancock at [savannah@cddlattorneys.com](mailto:savannah@cddlattorneys.com), and Mark Yahn at [myahn@sunscapeconsulting.com](mailto: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 16, 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:*

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- *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)			

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON- SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

**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 Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DRAFT

- *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.*

DRAFT

## 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](mailto:bmendes@rizzetta.com)  
Contact: Brian Mendes

Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)													\$0
<b>TURF CARE</b> (Schedule B)													\$0
<b>TREE/SHRUB CARE</b> (Schedule C)													\$0
<b>BEDDING PLANTS</b> (Schedule D) <i>200 Units Per Rotation</i>													\$0
<b>BED DRESSING</b> (Schedule D) <i>4200 Bales Straw/225 yds Pine Bark</i>													\$0
<b>PALM TRIMMING</b> (Schedule D) <i>501 Sabal 28 Queen 4 Bismarck</i>													\$0
<b>IRRIGATION MAINT.</b> (Schedule E) <i>174 Number of Zones</i>	174	174	174	174	174	174	174	174	174	174	174	174	\$0
<b>TOTAL FEE PER MONTH:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Flat Fee Schedule</b>	\$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>
<b>Mulch</b>	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	\$
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
<b>Seasonal Color</b>	<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	\$
<b>Sod (St. Augustine)</b>	<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	\$
<b>Irrigation</b>	<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 ____ %
<b>General Labor</b>	Foreman per hour	\$
	Labor per hour	\$
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	\$
<b>Miscellaneous</b>	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 5<sup>th</sup> 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:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_  
*(Please notify District Rep. if any)*

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**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:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

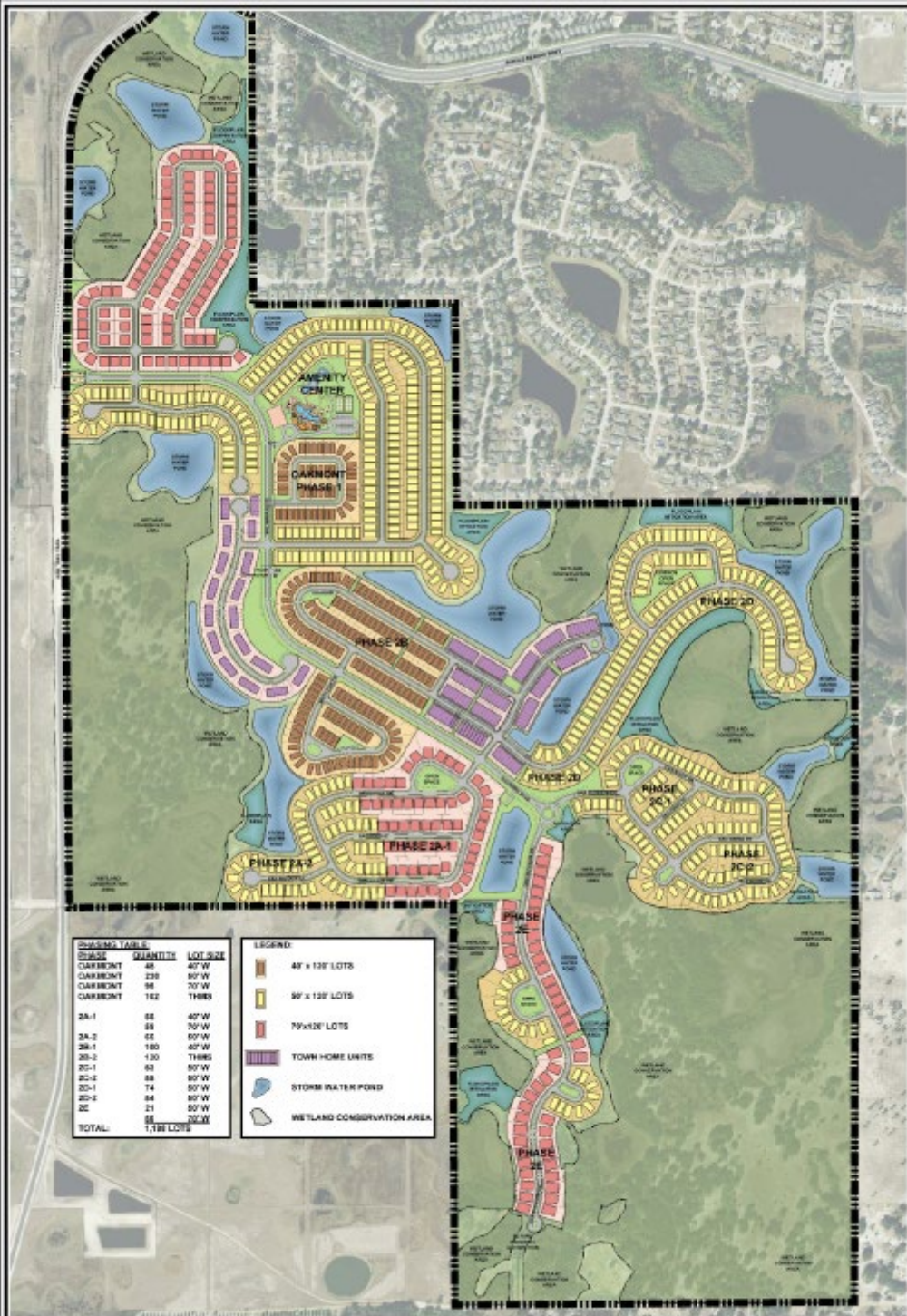
\_\_\_\_\_

**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

1000 S. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304  
Tel: 954.575.1111 Fax: 954.575.1112  
www.heidt.com

## 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](mailto:bmendes@rizzetta.com)  
Contact: Brian Mendes

Dates: \_\_\_\_\_ through \_\_\_\_\_

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

that quantity

perform the

# Tab 6

**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST ADDENDUM  
TO REQUEST FOR PROPOSALS  
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**TO:** All Respondents

**DATE:** March 27, 2026

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This First Addendum to the Solterra Resort Community Development District (“**District**”) Request for Proposals for Landscape & Irrigation Maintenance Services provides the following clarifications, additions, deletions, and/or modifications to the Project Manual. Please acknowledge receipt of this Addendum by e-mail only to Brian Mendes, District Manager, at [bmendes@rizzetta.com](mailto:bmendes@rizzetta.com), Meredith Hammock, District Counsel, at [meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com), and Savannah Hancock, at [savannah@cddlattorneys.com](mailto:savannah@cddlattorneys.com).

1. **Fee Summary:** The Fee Summary provided in Part IV, Pricing, of the Proposal Form in the Project Manual is hereby deleted and replaced with the revised Fee Summary attached to this First Addendum as **Exhibit A**.
2. **Scope of Services:** The Scope of Services provided in Exhibit A of the Proposed Agreement in the Project Manual is hereby deleted and replaced with the revised Scope of Services attached to this First Addendum as **Exhibit B**.
3. **Maintenance Map:** The Maintenance Map provided in Exhibit D of the Proposed Agreement in the Project Manual is hereby deleted and replaced with the revised Maintenance Map attached to this First Addendum as **Exhibit C**.
4. **Additional Changes.** The following additional changes of the Project Manual are made:
  - a. The mandatory virtual pre-proposal meeting within Summary of Schedule chart provided in the Instructions to Proposers is revised to be optional. The virtual meeting link shall be included as <https://teams.microsoft.com/meet/26508202678628?p=eW1Kfs7FH6EiPpD8K4>.
  - b. The pre-proposal meeting discussed under Paragraph 3, Subsection A of the Instructions to Proposers is revised to be optional.
  - c. The pre-proposal meeting attendance under Paragraph 3, Subsection B of the Instructions to proposers is revised to be not required.
5. **Revised Project Manual.** As a courtesy, a revised Project Manual is attached to this First Addendum as **Exhibit D**.

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH RIZZETTA & COMPANY, INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, ATTENTION: BRIAN MENDES, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED.

FAILURE TO TIMELY FILE A WRITTEN 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 THIS ADDENDUM.



## Exhibit B

### 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 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 15th through October 15th** and bi-weekly during the non-growing season from **October 15th through March 15th**. Based on this schedule, it is estimated that the contractor will perform a minimum of **40** and a maximum of **42** 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, roadways 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, signposts 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-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three 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 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 CDD'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 CDD'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 5<sup>th</sup> 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 **near residences** 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 “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. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. 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., Dactylifera, 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 **May** and **November**. 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 should 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.

#### **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**

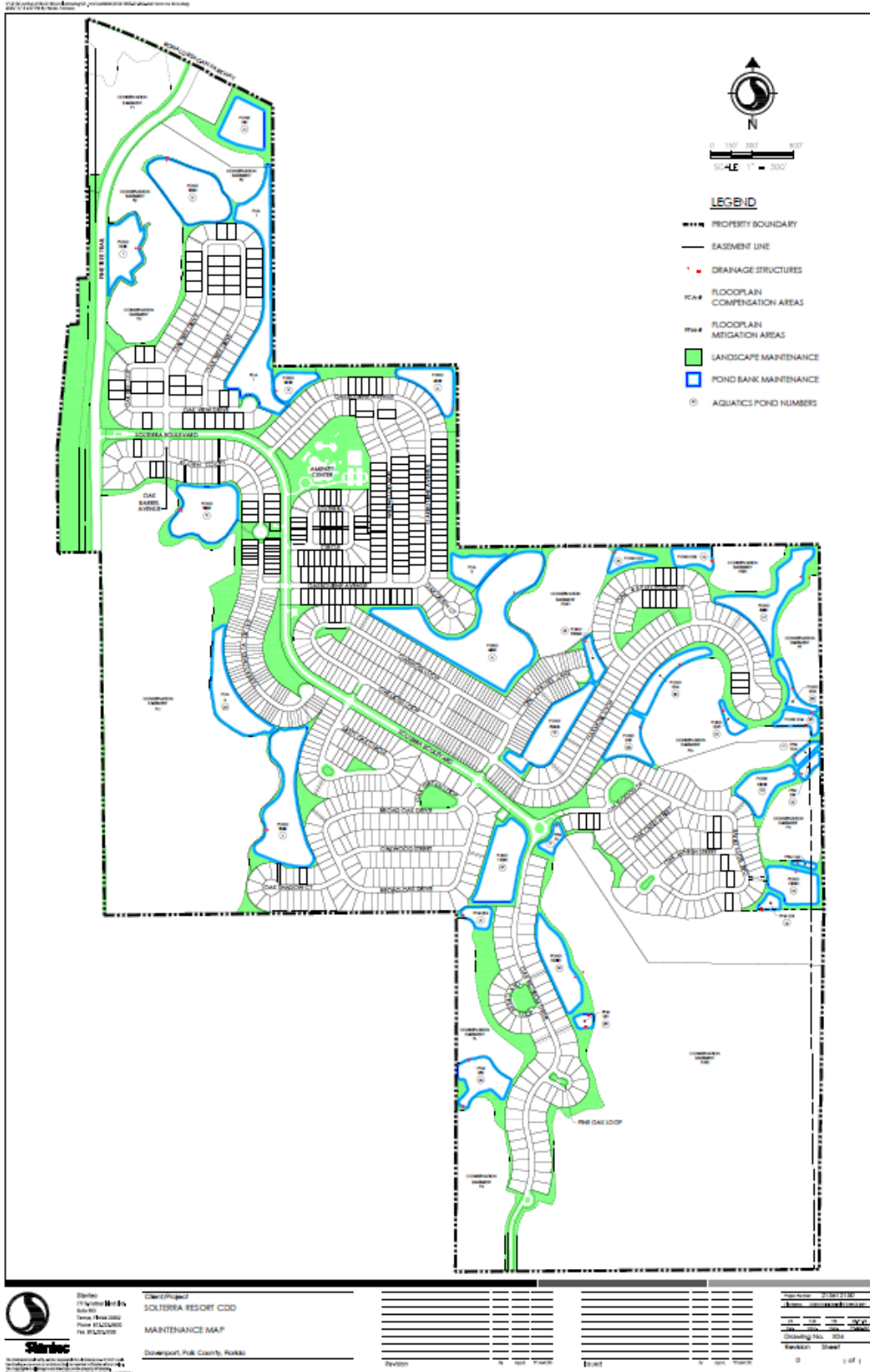
1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.

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 C Maintenance Map



**Exhibit D**  
**Revised Project Manual**

*[To begin on the following page.]*

**PROJECT MANUAL**  
**FOR**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**  
  
**SOLTERRA RESORT**  
**COMMUNITY DEVELOPMENT DISTRICT**

March 12<sup>th</sup>, 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](mailto: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](mailto: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](mailto:bmendes@rizzetta.com), Meredith Hammock at [meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com), Savannah Hancock at [savannah@cddlattorneys.com](mailto:savannah@cddlattorneys.com), and Mark Yahn at [myahn@sunscapeconsulting.com](mailto: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:

<b>DATE</b>	<b>EVENT</b>
March 12, 2026	RFP Notice is issued.
March 12, 2026	RFP package available for download.
March 18, 2026 at 10:30 AM (EST)	Optional virtual pre-proposal meeting. <a href="https://teams.microsoft.com/meet/26508202678628?p=eW1Kfs7FH6EiPpD8K4">https://teams.microsoft.com/meet/26508202678628?p=eW1Kfs7FH6EiPpD8K4</a>
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. An **optional** virtual pre-proposal meeting will be held at **10:30 AM (EST) on March 18, 2026.**

B. **Proposers are not required to attend the pre-bid meeting for a detailed discussion of the proposal process.**

C. Proposers may tour the facilities between March 12, 2026 through March 26, 2026 after coordination with the District’s onsite Amenity Manager, Joe Bullins at [jbullins@artemislifestyles.com](mailto: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](mailto: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](mailto:bmendes@rizzetta.com), Meredith Hammock at [meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com), Savannah Hancock at [savannah@cddlattorneys.com](mailto:savannah@cddlattorneys.com), and Mark Yahn at [myahn@sunscapiconsulting.com](mailto:myahn@sunscapiconsulting.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 16, 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:*

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- *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.*



### 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)			

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON- SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE



**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 Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *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.*

## 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](mailto:bmendes@rizzetta.com)  
**Contact:** Brian Mendes

Dates:                    through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A)													\$0
<b>TURF CARE</b> (Schedule B)													\$0
<b>TREE/SHRUB CARE</b> (Schedule C)													\$0
<b>BEDDING PLANTS</b> (Schedule D) <i>200 Units Per Rotation</i>	<i>200</i>			<i>200</i>			<i>200</i>			<i>200</i>			\$0
<b>BED DRESSING</b> (Schedule D) <i>4200 Bales Straw/225 yds Pine Bark</i>											<i>4200/225 yds</i>		\$0
<b>PALM TRIMMING</b> (Schedule D) <i>19 Date</i> <i>501 Sabal</i> <i>28 Queen</i> <i>4 Bismarck</i>													\$0
<b>IRRIGATION MAINT.</b> (Schedule E) <i>174 Number of Zones</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	<i>174</i>	\$0
<b>TOTAL FEE PER MONTH:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Flat Fee Schedule</b>	\$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>
<b>Mulch</b>	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	\$
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
<b>Seasonal Color</b>	<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	\$
<b>Sod (St. Augustine)</b>	<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	\$
<b>Irrigation</b>	<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 ____ %
<b>General Labor</b>	Foreman per hour	\$
	Labor per hour	\$
<b>Arbor Care</b>	Production day (8 hour) Truck, Chipper, 3 man crew	\$
<b>Miscellaneous</b>	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	€

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

### 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 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

- c. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- d. Turf shall be mowed weekly during the growing season from **March 15th through October 15th** and bi-weekly during the non-growing season from **October 15th through March 15th**. Based on this schedule, it is estimated that the contractor will perform a minimum of **40** and a maximum of **42** 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

- e. 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.
- f. 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.
- g. 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.
- h. 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, **roadways** 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, signposts 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-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three 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.
- d. 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

- d. Contractor will police the grounds 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”.
- e. 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.
- f. All litter shall be removed from the property and disposed of off-site.

### 4. Communication

- a. Contractor will communicate with the CDD’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 CDD’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 5<sup>th</sup> 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.

### 5. 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 near residences 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

- f. 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.
- g. 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.

- h. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- i. The irrigation system will be fully operational prior to any fertilizer application.
- j. 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

- c. 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.
- d. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## 3. Weed Control

- c. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- d. 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 "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

- f. 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.
- g. 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.
- h. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- i. The irrigation system will be fully operational prior to any fertilizer application.
- j. 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

- c. 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.

- d. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- b. 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
- i. 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.
  - j. 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.

- k. 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.
- l. 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.
- m. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- n. 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.
- o. The irrigation system will be fully operational prior to any fertilizer application.
- p. 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

- f. 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.
- g. 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.
- h. 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.

- i. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- j. 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., Dactylifera, 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**

### **B. 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.*

#### 3. Schedule

- e. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- f. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.

- g. 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.
- h. Contractor will obtain prior approval of plant selection from owner or owner’s representative before installation.

#### 4. 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.
- f. 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.
- g. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.

- h. Pre-emergent herbicides are not to be used in flower beds.
- i. 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

- c. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- d. 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.
- e. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

### **D. 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 **May** and **November**. 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 should 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.

**A. Frequency of Service**

1. Contractor will perform the following itemized services under "Specifications" monthly.
  - b. 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.
  - b. 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**

**EXHIBIT C**  
**Other Forms**

*[See following pages]*

**DAILY WORK JOURNAL**

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**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)**



# **Tab 7**



FEBRUARY 2026

**MONTHLY REPORT & EXPENSES SUMMARY**

# Cafe Sol Bar & Grille – February 2026 Sales Summary

## I. Executive Summary

- A. Cafe Sol generated **\$75,540.93 in net sales** for February 2026.
- B. **Total amount processed** was **\$97,791.04**, inclusive of gratuity, tax, and tips.
- C. Business volume was strongest on **Fridays and Saturdays**, with lunch continuing to be the dominant daypart.
- D. The operation processed **3,325 total orders** and served **8,250 items** during the month.
- E. The primary revenue drivers were **liquor, food, and non-alcoholic beverages**, while dine-in service remained the main channel of business.
- F. Additional guest and loyalty tracking data reflects continued growth in guest count, repeat engagement, and product movement across key categories.

## II. Revenue Performance

- A. **Net sales:** \$75,540.93
- B. **Gross sales:** \$79,153.74
- C. **Sales discounts:** (\$3,605.81)
- D. **Sales refunds:** (\$12.00)
- E. **Gratuity collected:** \$13,710.92
- F. **Tips collected:** \$3,206.04
- G. **Tax collected:** \$5,283.15

## III. Cash and Payment Summary

- A. **Total cash payments:** \$14,163.53
- B. **Cash refunds:** (\$15.00)
- C. **Total cash retained:** \$14,148.53
- D. **Expected closeout cash:** \$11,959.91
- E. **Actual closeout cash:** \$11,959.91
- F. **Cash overage/shortage:** \$0.00
- G. Cash controls for the period balanced accurately with **no closeout variance reported**.

## IV. Payment Mix

**A. Credit/Debit sales:** \$68,670.88

**B. Cash sales:** \$12,119.21

**C. Credit card brand mix included:**

    Visa – \$40,639.20

    Mastercard – \$21,411.25

    Amex – \$4,278.32

    Discover – \$2,342.11

## **V. Sales by Category**

**A. Liquor:** \$21,874.29 net sales

**B. Food:** \$30,541.48 net sales

**C. NA Beverage:** \$15,594.12 net sales

**D. Bottled Beer:** \$4,648.10 net sales

**E. Draft Beer:** \$1,381.47 net sales

**F. Souvenir Cups:** \$1,165.07 net sales

**G.** Food and beverage mix continues to show **food and liquor as the largest revenue contributors**, supported by strong non-alcoholic beverage volume.

## **VI. Revenue Centers**

**A. Dining Room:** \$68,013.28 net sales

**B. Online Ordering:** \$4,703.65 net sales

**C. Kiosk:** \$2,824.00 net sales

**D.** Dining Room accounted for the majority of business activity and revenue generation during the month.

## **VII. Service Mode Performance**

**A. Quick Service:**

    1. Net sales – \$73,833.28

    2. Total guests – 3,277

    3. Average guest check – \$22.53

4. Average payment – \$24.81
5. Average order – \$22.53
6. Turn time – 0:10

**B. Table Service:**

1. Net sales – \$1,707.65
2. Total guests – 49
3. Average guest check – \$34.85
4. Average payment – \$38.88
5. Average order – \$35.58
6. Turn time – 1:06:45

**VIII. Dining Option Summary**

**A. Dine In:**

1. Orders – 3,082
2. Net sales – \$68,013.28

**B. Take Out:**

1. Orders – 121
2. Net sales – \$2,824.00

**C. Online Ordering – Takeout:**

1. Orders – 112
2. Net sales – \$4,241.90

**D. Online Ordering – Delivery:**

1. Orders – 9
2. Net sales – \$461.75

E. Dine-in business remains the dominant operating model, with online and takeout channels providing supplemental revenue.

**IX. Daypart Performance**

**A. Lunch:**

1. Orders – 2,514
2. Net sales – \$58,813.29

**B. Dinner:**

1. Orders – 801
2. Net sales – \$16,581.64

Lunch accounted for the majority of sales and transaction count, indicating that daytime and poolside demand remain the strongest business periods.

**X. Guest Count and Retention Metrics**

- A. **Total guests from January 16 through March 17:** 3,143
- B. **Guests tracked from February 15 through March 17:** 2,132
- C. **Returning guests during that same tracked period:** 99
- D. **Combined tracked guest total:** 2,231 of the 3,143 total guests

**E. Average guest spend: \$53**

**F. New guest average spend: \$52**

**G. Average guest retention rate: 38%**

**H. New guest retention average: 37%**

I. These metrics indicate steady guest acquisition with early signs of repeat visitation and measurable engagement from new guests.

## **XI. Loyalty and Rewards Program**

**A. Rewards accounts to date: 293**

B. Loyalty enrollment continues to build and provides an important base for guest retention, repeat visits, and promotional targeting.

C. Continued emphasis should be placed on server prompts, QR sign-up opportunities, and on-property promotion of the rewards platform.

## **XII. Menu Mix and Product Movement**

**A. Starters:**

1. Total starter orders – **724**
2. Chicken wings – **200 orders**
3. Wings continue to be the leading starter and a strong shareable item.

**B. Main Courses:**

1. Total main course orders – **479**
2. Sol Burger – **120 orders**
3. The Sol Burger remains a leading entrée performer.

**C. Pizza:**

1. Total pizza orders – **208**

2. Build Your Own Pizza – **164 orders**
3. Build Your Own Pizza is the dominant pizza selection and reflects strong guest preference for customization.

#### **D. Kids Meals:**

1. Total kids meal orders – **629**
2. Kids Chicken Tenders – **369 orders**
3. Chicken tenders continue to be the most popular children’s item and a high-volume family offering.

#### **E. Non-Alcoholic Beverages:**

1. Total NA beverage orders – **2,697**
2. Smoothies – **677 orders**
3. ICEE 16 oz – **1,012 orders**
4. Soft Drinks – **734 orders**
5. Non-alcoholic beverages remain a major volume category, with ICEEs and smoothies performing especially well.

#### **F. Valentine’s Day Specials:**

1. Total Valentine’s Day special orders – **100**
2. Premier drink specials – **67 orders**
3. Holiday-themed promotions generated measurable participation, particularly through featured beverage offerings.

### **XIII. Product Retention Highlights**

**A. Smoothies retention rate: 19%**

**B. Chicken tenders retention rate: 15%**

**C. ICEE 16 oz retention rate: 14%**

D. These items appear to support guest return behavior and should be considered important anchor products in future promotions and menu strategy.

#### **XIV. Discount and Promotion Summary**

**A. Total discounts: approximately \$3,605.06 across 432 discount transactions**

**B. Largest discount categories included:**

1. Homeowners Discount
2. Open % Check
3. Employee Discount - Item
4. Artemis Employee Meal Discount
5. Rewards Dollars
6. Voucher and promotional discount activity

C. Discount activity should continue to be monitored to ensure that comps, vouchers, and open discounts remain controlled and policy-driven.

#### **XV. Service Charge Summary**

**A. Service Charges Collected: \$13,618.57**

**B. Delivery Charges: \$92.35**

**C. Total service charge transactions: 3,140**

#### **XVI. Tax Summary**

**A. Taxable amount: \$75,492.45**

**B. Florida County Tax: \$752.86**

**C. Florida State Tax: \$4,530.29**

**D. Non-taxable sales: \$48.48**

## **XVII. Waste and Operational Controls**

- A. Food waste recorded: \$224.25
- B. Food waste remains relatively low in proportion to overall food sales volume, but should continue to be monitored through prep controls, portion consistency, and waste logging.
- C. Continued waste tracking supports margin protection and operational accountability.

## **XVIII. Operational Trends**

- A. Weekly trend charts indicate strongest sales concentrations on **Friday and Saturday**.
- B. Time-of-day activity continues to peak during **late morning through afternoon hours**, consistent with lunch and poolside demand.
- C. Menu movement reflects strongest performance in high-volume family and leisure categories, including wings, burgers, kids tenders, smoothies, and ICEEs.
- D. Loyalty growth and guest tracking metrics indicate an opportunity to further improve repeat traffic through targeted marketing and promotional follow-up.

## **XIX. Manager's Closing Remarks**

- A. February reflected a solid month of sales performance with strong dine-in and lunch-driven demand.
- B. The business remains heavily weighted toward quick-service and daytime volume.
- C. Strong cash balancing and no closeout shortage indicate sound daily controls.
- D. Guest tracking data shows measurable progress in customer acquisition, loyalty enrollment, and product-level retention trends.
- E. Key management focus areas moving forward should include:
  - 1. Increasing repeat guest conversion and rewards enrollment
  - 2. Monitoring discounts, voids, and unpaid orders
  - 3. Continuing to build online ordering and delivery volume
  - 4. Leveraging best-selling products in promotions and menu engineering
  - 5. Maintaining labor, prep, and production alignment with peak lunch and weekend demand
  - 6. Continuing to monitor food waste and protect margins through tighter controls



## Financial Reporting Package

Solterra Resort Community Development District

2/1/2026 - 2/28/2026

**Solterra Resort Community Development District**  
**Balance Sheet**  
**2/28/2026**

**Assets**

Cash - Operating

10100 - AAB - Operating

\$27,473.44

Cash - Operating Total

\$27,473.44

*Assets Total*

\$27,473.44

**Liabilities and Equity**

Current Liability

22000 - Accounts Payable

\$18,174.67

22400 - Accrued Expenses

\$13,500.00

Current Liability Total

\$31,674.67

Retained Earnings

\$0.00

Net Income

(\$4,201.23)

*Liabilities & Equity Total*

\$27,473.44

**Solterra Resort Community Development District**  
**Income Statement**  
**2/1/2026 - 2/28/2026**

2/1/2026 - 2/28/2026	1/1/2026 - 2/28/2026
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Accounts	Actual	Budget	Variance	YTD Actual	YTD Budget	YTD Variance	Annual Budget
<b>Income</b>							
<u>Income</u>							
40000 - Operational Funds	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00
41900 - Interest Income - Operating	\$0.89	\$0.00	\$0.89	\$1.42	\$0.00	\$1.42	\$0.00
<b>Total Income</b>	<b>\$0.89</b>	<b>\$0.00</b>	<b>\$0.89</b>	<b>\$75,001.42</b>	<b>\$0.00</b>	<b>\$75,001.42</b>	<b>\$0.00</b>
<b>Total Income</b>	<b>\$0.89</b>	<b>\$0.00</b>	<b>\$0.89</b>	<b>\$75,001.42</b>	<b>\$0.00</b>	<b>\$75,001.42</b>	<b>\$0.00</b>
<b>Expense</b>							
<u>General &amp; Administrative</u>							
60050 - Labor	\$13,500.00	\$0.00	(\$13,500.00)	\$27,031.52	\$0.00	(\$27,031.52)	\$0.00
60500 - Bank Charges	\$0.00	\$0.00	\$0.00	\$19.90	\$0.00	(\$19.90)	\$0.00
61050 - Licensing & State Fees	\$9,750.93	\$0.00	(\$9,750.93)	\$10,586.16	\$0.00	(\$10,586.16)	\$0.00
61100 - Alcohol Purchase	\$5,713.20	\$0.00	(\$5,713.20)	\$9,758.35	\$0.00	(\$9,758.35)	\$0.00
61150 - Food Purchase	\$18,010.18	\$0.00	(\$18,010.18)	\$30,080.46	\$0.00	(\$30,080.46)	\$0.00
61200 - Supplies	\$529.38	\$0.00	(\$529.38)	\$1,078.75	\$0.00	(\$1,078.75)	\$0.00
61330 - Repairs & Maintenance	\$0.00	\$0.00	\$0.00	\$647.51	\$0.00	(\$647.51)	\$0.00
<b>Total General &amp; Administrative</b>	<b>\$47,503.69</b>	<b>\$0.00</b>	<b>(\$47,503.69)</b>	<b>\$79,202.65</b>	<b>\$0.00</b>	<b>(\$79,202.65)</b>	<b>\$0.00</b>
<b>Total Expense</b>	<b>\$47,503.69</b>	<b>\$0.00</b>	<b>(\$47,503.69)</b>	<b>\$79,202.65</b>	<b>\$0.00</b>	<b>(\$79,202.65)</b>	<b>\$0.00</b>
<b>Operating Net Income</b>	<b>(\$47,502.80)</b>	<b>\$0.00</b>	<b>(\$47,502.80)</b>	<b>(\$4,201.23)</b>	<b>\$0.00</b>	<b>(\$4,201.23)</b>	<b>\$0.00</b>
<b>Net Income</b>	<b>(\$47,502.80)</b>	<b>\$0.00</b>	<b>(\$47,502.80)</b>	<b>(\$4,201.23)</b>	<b>\$0.00</b>	<b>(\$4,201.23)</b>	<b>\$0.00</b>

**Solterra Resort Community Development District  
Accounts Payable Aging Report  
Period Through: 2/28/2026**

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				
<b>Total:</b>						\$13,531.52	\$13,531.52	\$0.00	\$0.00	\$0.00
Florida Department of Revenue	Feb 2026	2/28/2026	3/1/2026	Feb Sales Tax 2026	61050-Licensing & State Fees	\$5,283.15	\$5,283.15			
<b>Feb 2026 Total:</b>						\$5,283.15	\$5,283.15	\$0.00	\$0.00	\$0.00
<b>Totals:</b>						\$18,814.67	\$18,814.67	\$0.00	\$0.00	\$0.00

**Solterra Resort Community Development District**  
**Check Register Report**  
**2/1/2026 - 2/28/2026**

Account #	Check #	Check Date Invoice	Vendor or Payee Line Item	Check Amt	Expense Account	Invoice	Paid
10100	On-Line	2/3/2026 125418602	Breakthru Beverage Alcohol	\$713.14	61100 Alcohol Purchase	\$713.14	\$713.14
10100	On-Line	2/3/2026 258515370	Department of Business and Professional Regulation Licensing	\$2,326.50	61050 Licensing & State Fees	\$2,326.50	\$2,326.50
10100	On-Line	2/3/2026 02032026	Sysco Food	\$2,021.57	61150 Food Purchase	\$2,021.57	\$2,021.57
10100	On-Line	2/5/2026 1553834	Bernie Little Distributors Alcohol	\$299.17	61100 Alcohol Purchase	\$299.17	\$299.17
10100	On-Line	2/6/2026 02062026	Sysco Food	\$1,333.43	61150 Food Purchase	\$1,333.43	\$1,333.43
10100	On-Line	2/9/2026 8328936	Toast Inc Software Subscription	\$704.30	61050 Licensing & State Fees	\$704.30	\$704.30
10100	On-Line	2/10/2026 16579797	FinTech Subscription	\$378.00	61050 Licensing & State Fees	\$378.00	\$378.00
10100	On-Line	2/11/2026 103181622	Sysco Food	\$215.41	61150 Food Purchase	\$215.41	\$215.41
10100	On-Line	2/12/2026 103191710 & 103183592 103191710 & 103183592	Sysco Food Food	\$1,962.64	61150 Food Purchase 61150 Food Purchase	(\$6.98) \$1,969.62	(\$6.98) \$1,969.62
10100	On-Line	2/12/2026 1555111	Bernie Little Distributors Alcohol	\$296.68	61100 Alcohol Purchase	\$296.68	\$296.68
10100	On-Line	2/12/2026 02122026	Southern Glazer's Wine and Spirits Alcohol	\$646.99	61100 Alcohol Purchase	\$646.99	\$646.99
10100	On-Line	2/13/2026 0125628103	Breakthru Beverage Alcohol	\$477.45	61100 Alcohol Purchase	\$477.45	\$477.45
10100	On-Line	2/17/2026 103190188	Sysco Food	\$2,098.97	61150 Food Purchase	\$2,098.97	\$2,098.97
10100	On-Line	2/18/2026 8775130	Toast Inc Software Subscription	\$1,058.98	61050 Licensing & State Fees	\$1,058.98	\$1,058.98
10100	On-Line	2/19/2026 4971547	Southern Glazer's Wine and Spirits Alcohol	\$723.91	61100 Alcohol Purchase	\$723.91	\$723.91

10100	On-Line	2/19/2026	Sysco	\$762.91			
		103192854	Food		61150 Food Purchase	\$762.91	\$762.91
10100	On-Line	2/19/2026	Bernie Little Distributors	\$605.59			
		1557733	Alcohol		61100 Alcohol Purchase	\$605.59	\$605.59
10100	On-Line	2/20/2026	Sysco	\$1,024.10			
		103194288	Food		61150 Food Purchase	\$1,024.10	\$1,024.10
10100	On-Line	2/20/2026	Florida Distribution Comapny LLC	\$416.05			
		200374708	Alcohol		61100 Alcohol Purchase	\$416.05	\$416.05
10100	On-Line	2/20/2026	Breakthru Beverage	\$928.62			
		0125731813	Alcohol		61100 Alcohol Purchase	\$928.62	\$928.62
10100	On-Line	2/24/2026	Sysco	\$3,985.98			
		02242026	Food		61150 Food Purchase	\$3,985.98	\$3,985.98
10100	On-Line	2/26/2026	Bernie Little Distributors	\$434.04			
		1559080	Alcohol		61100 Alcohol Purchase	\$434.04	\$434.04
10100	On-Line	2/26/2026	Breakthru Beverage	\$407.40			
		0125833640	Alcohol		61100 Alcohol Purchase	\$407.40	\$407.40
10100	On-Line	2/27/2026	Sysco	\$2,827.84			
		103204369	Food		61150 Food Purchase	\$2,827.84	\$2,827.84
10100	On-Line	2/27/2026	Imperial Dade	\$529.38			
		40728071	Food Trays and Supplies		61200 Supplies	\$529.38	\$529.38
10100	On-Line	2/27/2026	Sysco	\$1,777.33			
		8010635	ICE		61150 Food Purchase	\$1,777.33	\$1,777.33
<b>Total:</b>				<b>\$28,956.38</b>			

**Solterra Resort Community Development District  
General Ledger Report  
2/1/2026 - 2/28/2026**

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

**Account Category: Cash - Operating**  
**Account Type: Bank**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$56,193.09
2/3/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 125418602				\$713.14	\$55,479.95
2/3/2026	AP	Payment: Department of Business and Professional Regulation, On-Line Payment, Invoice #: 258515370			\$2,326.50		\$53,153.45
2/3/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02032026			\$2,021.57		\$51,131.88
2/5/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1553834				\$299.17	\$50,832.71
2/6/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02062026			\$1,333.43		\$49,499.28
2/9/2026	AP	Payment: Toast Inc, On-Line Payment, Invoice #: 8328936			\$704.30		\$48,794.98
2/10/2026	GL	Deposit in Error - HOA				\$874.74	\$47,920.24
2/10/2026	GL	Deposit in Error - HOA			\$874.74		\$48,794.98
2/10/2026	AP	Payment: FinTech, On-Line Payment, Invoice #: 16579797				\$378.00	\$48,416.98
2/10/2026	GL	Deposit in Error - HOA			\$889.74		\$49,306.72
2/10/2026	GL	Deposit in Error - HOA				\$889.74	\$48,416.98
2/10/2026	GL	REVERSAL - [Deposit in Error - HOA]				\$874.74	\$47,542.24
2/10/2026	GL	REVERSAL - [Deposit in Error - HOA]			\$874.74		\$48,416.98
2/11/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103181622				\$215.41	\$48,201.57
2/12/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103191710 & 103183592			\$1,962.64		\$46,238.93
2/12/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1555111				\$296.68	\$45,942.25
2/12/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 02122026				\$646.99	\$45,295.26
2/13/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125628103				\$477.45	\$44,817.81
2/17/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103190188			\$2,098.97		\$42,718.84
2/18/2026	AP	Payment: Toast Inc, On-Line Payment, Invoice #: 8775130			\$1,058.98		\$41,659.86
2/19/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103192854			\$762.91		\$40,896.95
2/19/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1557733				\$605.59	\$40,291.36
2/19/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 4971547				\$723.91	\$39,567.45
2/20/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125731813				\$928.62	\$38,638.83
2/20/2026	AP	Payment: Florida Distribution Comapny LLC, On-Line Payment, Invoice #: 200374708				\$416.05	\$38,222.78
2/20/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103194288			\$1,024.10		\$37,198.68
2/24/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02242026			\$3,985.98		\$33,212.70
2/25/2026	GL	Refund Alcohol - Breakthru CM # 01414441583			\$48.60		\$33,261.30
2/25/2026	GL	Refund Alcohol - Southern Glazer 90-1076167			\$187.24		\$33,448.54
2/26/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1559080				\$434.04	\$33,014.50
2/26/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125833640				\$407.40	\$32,607.10
2/27/2026	AP	Payment: Imperial Dade, On-Line Payment, Invoice #: 40728071				\$529.38	\$32,077.72
2/27/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 8010635			\$1,777.33		\$30,300.39
2/27/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103204369				\$2,827.84	\$27,472.55
2/28/2026		Bank Statement Interest			\$0.89		\$27,473.44
<b>Account Total</b>					\$2,875.95	\$31,595.60	\$27,473.44
<b>Beginning Balance</b>							<b>\$56,193.09</b>
<b>Net Change</b>							<b>(\$28,719.65)</b>

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

**Account Category: Current Liability**  
**Account Type: Accounts Payable**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$12,891.52)
2/3/2026	AP	Breakthru Beverage (6031 Madison Avenue); , Invoice #: 125418602				\$713.14	\$13,604.66
2/3/2026	AP	Department of Business and Professional Regulation (2601 Blair Stone Road); , Invoice #: 258515370			\$2,326.50		\$15,931.16
2/3/2026	AP	Sysco ; , Invoice #: 02032026			\$2,021.57		\$17,952.73
2/3/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 125418602			\$713.14		(\$17,239.59)

**Solterra Resort Community Development District  
General Ledger Report  
2/1/2026 - 2/28/2026**

2/3/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02032026	\$2,021.57	(\$15,218.02)
2/3/2026	AP	Payment: Department of Business and Professional Regulation, On-Line Payment, Invoice #: 258515370	\$2,326.50	(\$12,891.52)
2/5/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1553834	\$299.17	(\$12,592.35)
2/5/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1553834		\$299.17(\$12,891.52)
2/6/2026	AP	Sysco ; , Invoice #: 02062026		\$1,333.43(\$14,224.95)
2/6/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02062026	\$1,333.43	(\$12,891.52)
2/9/2026	AP	Payment: Toast Inc, On-Line Payment, Invoice #: 8328936	\$704.30	(\$12,187.22)
2/9/2026	AP	Toast Inc (333 Summer Street); , Invoice #: 8328936		\$704.30(\$12,891.52)
2/10/2026	AP	FinTech (3109 w. Dr. Martin Luther King Jr); , Invoice #: 16579797		\$378.00(\$13,269.52)
2/10/2026	AP	Payment: FinTech, On-Line Payment, Invoice #: 16579797	\$378.00	(\$12,891.52)
2/11/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103181622	\$215.41	(\$12,676.11)
2/11/2026	AP	Sysco ; , Invoice #: 103181622		\$215.41(\$12,891.52)
2/12/2026	AP	Sysco ; , Invoice #: 103191710 & 103183592		\$1,969.62(\$14,861.14)
2/12/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1555111		\$296.68(\$15,157.82)
2/12/2026	AP	Sysco , Invoice #: 103191710 & 103183592; Food	\$6.98	(\$15,150.84)
2/12/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103191710 & 103183592	\$1,962.64	(\$13,188.20)
2/12/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1555111	\$296.68	(\$12,891.52)
2/12/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street); , Invoice #: 02122026		\$646.99(\$13,538.51)
2/12/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 02122026	\$646.99	(\$12,891.52)
2/13/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125628103	\$477.45	(\$12,414.07)
2/13/2026	AP	Breakthru Beverage (6031 Madison Avenue); , Invoice #: 0125628103		\$477.45(\$12,891.52)
2/17/2026	AP	Sysco ; , Invoice #: 103190188		\$2,098.97(\$14,990.49)
2/17/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103190188	\$2,098.97	(\$12,891.52)
2/18/2026	AP	Toast Inc (333 Summer Street); , Invoice #: 8775130		\$1,058.98(\$13,950.50)
2/18/2026	AP	Payment: Toast Inc, On-Line Payment, Invoice #: 8775130	\$1,058.98	(\$12,891.52)
2/19/2026	AP	Sysco ; , Invoice #: 103192854		\$762.91(\$13,654.43)
2/19/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street); , Invoice #: 4971547		\$723.91(\$14,378.34)
2/19/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1557733		\$605.59(\$14,983.93)
2/19/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103192854	\$762.91	(\$14,221.02)
2/19/2026	AP	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 4971547	\$723.91	(\$13,497.11)
2/19/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1557733	\$605.59	(\$12,891.52)
2/20/2026	AP	Payment: Florida Distribution Comapny LLC, On-Line Payment, Invoice #: 200374708	\$416.05	(\$12,475.47)
2/20/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125731813	\$928.62	(\$11,546.85)
2/20/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103194288	\$1,024.10	(\$10,522.75)
2/20/2026	AP	Florida Distribution Comapny LLC (3964 Shader Blvd); , Invoice #: 200374708		\$416.05(\$10,938.80)
2/20/2026	AP	Breakthru Beverage (6031 Madison Avenue); , Invoice #: 0125731813		\$928.62(\$11,867.42)
2/20/2026	AP	Sysco ; , Invoice #: 103194288		\$1,024.10(\$12,891.52)
2/24/2026	AP	Sysco ; , Invoice #: 02242026		\$3,985.98(\$16,877.50)
2/24/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 02242026	\$3,985.98	(\$12,891.52)
2/26/2026	AP	Breakthru Beverage (6031 Madison Avenue); , Invoice #: 0125833640		\$407.40(\$13,298.92)
2/26/2026	AP	Bernie Little Distributors (4105 Maine Ave); , Invoice #: 1559080		\$434.04(\$13,732.96)
2/26/2026	AP	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1559080	\$434.04	(\$13,298.92)
2/26/2026	AP	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125833640	\$407.40	(\$12,891.52)
2/27/2026	AP	Payment: Imperial Dade, On-Line Payment, Invoice #: 40728071	\$529.38	(\$12,362.14)
2/27/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 8010635	\$1,777.33	(\$10,584.81)
2/27/2026	AP	Payment: Sysco , On-Line Payment, Invoice #: 103204369	\$2,827.84	(\$7,756.97)
2/27/2026	AP	Sysco ; , Invoice #: 103204369		\$2,827.84(\$10,584.81)
2/27/2026	AP	Imperial Dade; , Invoice #: 40728071		\$529.38(\$11,114.19)
2/27/2026	AP	Sysco ; , Invoice #: 8010635		\$1,777.33(\$12,891.52)
2/28/2026	AP	Florida Department of Revenue (5050 W Tennessee Street); , Invoice #: Feb 2026		\$5,283.15(\$18,174.67)

<b>Account Total</b>			\$28,963.36	\$34,246.51(\$18,174.67)
<b>Beginning Balance</b>				<b>(\$12,891.52)</b>
<b>Net Change</b>				<b>(\$5,283.15)</b>

**Solterra Resort Community Development District  
General Ledger Report  
2/1/2026 - 2/28/2026**

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: Current Liability</b>				
<b>Account: 22400 - Accrued Expenses</b>			<b>Account Type: Other Current Liability</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$0.00
2/28/2026	GL	Accured Feb 2025 Exp				\$13,500.00	(\$13,500.00)
<b>Account Total</b>					\$0.00	\$13,500.00	(\$13,500.00)
<b>Beginning Balance</b>							<b>\$0.00</b>
<b>Net Change</b>							<b>(\$13,500.00)</b>

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: Income</b>				
<b>Account: 40000 - Operational Funds</b>			<b>Account Type: Income</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$75,000.00)
<b>Account Total</b>					\$0.00	\$0.00	(\$75,000.00)
<b>Beginning Balance</b>							<b>(\$75,000.00)</b>
<b>Net Change</b>							<b>\$0.00</b>

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: Income</b>				
<b>Account: 41900 - Interest Income - Operating</b>			<b>Account Type: Income</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							(\$0.53)
2/28/2026		Bank Statement Interest				\$0.89	(\$1.42)
<b>Account Total</b>					\$0.00	\$0.89	(\$1.42)
<b>Beginning Balance</b>							<b>(\$0.53)</b>
<b>Net Change</b>							<b>(\$0.89)</b>

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: General &amp; Administrative</b>				
<b>Account: 60050 - Labor</b>			<b>Account Type: Expense</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$13,531.52
2/28/2026	GL	Accured Feb 2025 Exp			\$13,500.00		\$27,031.52
<b>Account Total</b>					\$13,500.00	\$0.00	\$27,031.52
<b>Beginning Balance</b>							<b>\$13,531.52</b>
<b>Net Change</b>							<b>\$13,500.00</b>

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: General &amp; Administrative</b>				
<b>Account: 60500 - Bank Charges</b>			<b>Account Type: Expense</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$19.90
<b>Account Total</b>					\$0.00	\$0.00	\$19.90
<b>Beginning Balance</b>							<b>\$19.90</b>
<b>Net Change</b>							<b>\$0.00</b>

<b>Client: Solterra Resort Community Development District</b>			<b>Account Category: General &amp; Administrative</b>				
<b>Account: 61050 - Licensing &amp; State Fees</b>			<b>Account Type: Expense</b>				
Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$835.23
2/3/2026	AP	Department of Business and Professional Regulation (2601 Blair Stone Road), Invoice #: 258515370; Licensing			\$2,326.50		\$3,161.73
2/9/2026	AP	Toast Inc (333 Summer Street), Invoice #: 8328936; Software Subscription			\$704.30		\$3,866.03
2/10/2026	AP	FinTech (3109 w. Dr. Martin Luther King Jr), Invoice #: 16579797; Subscription			\$378.00		\$4,244.03
2/18/2026	AP	Toast Inc (333 Summer Street), Invoice #: 8775130; Software Subscription			\$1,058.98		\$5,303.01

**Solterra Resort Community Development District  
General Ledger Report  
2/1/2026 - 2/28/2026**

2/28/2026	AP	Florida Department of Revenue (5050 W Tennessee Street), Invoice #: Feb 2026 ; Feb Sales Tax 2026	\$5,283.15		\$10,586.16
<b>Account Total</b>			\$9,750.93	\$0.00	\$10,586.16
<b>Beginning Balance</b>					<b>\$835.23</b>
<b>Net Change</b>					<b>\$9,750.93</b>

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

**Account Category: General & Administrative**  
**Account Type: Expense**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$4,045.15
2/3/2026	AP	Breakthru Beverage (6031 Madison Avenue), Invoice #: 125418602; Alcohol			\$713.14		\$4,758.29
2/5/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1553834; Alcohol			\$299.17		\$5,057.46
2/12/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1555111; Alcohol			\$296.68		\$5,354.14
2/12/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street), Invoice #: 02122026; Alcohol			\$646.99		\$6,001.13
2/13/2026	AP	Breakthru Beverage (6031 Madison Avenue), Invoice #: 0125628103; Alcohol			\$477.45		\$6,478.58
2/19/2026	AP	Southern Glazer's Wine and Spirits (1600 NW 163rd Street), Invoice #: 4971547; Alcohol			\$723.91		\$7,202.49
2/19/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1557733; Alcohol			\$605.59		\$7,808.08
2/20/2026	AP	Florida Distribution Comapny LLC (3964 Shader Blvd), Invoice #: 200374708; Alcohol			\$416.05		\$8,224.13
2/20/2026	AP	Breakthru Beverage (6031 Madison Avenue), Invoice #: 0125731813; Alcohol			\$928.62		\$9,152.75
2/25/2026	GL	Refund Alcohol - Breakthru CM # 01414441583				\$48.60	\$9,104.15
2/25/2026	GL	Refund Alcohol - Southern Glazer 90-1076167				\$187.24	\$8,916.91
2/26/2026	AP	Bernie Little Distributors (4105 Maine Ave), Invoice #: 1559080; Alcohol			\$434.04		\$9,350.95
2/26/2026	AP	Breakthru Beverage (6031 Madison Avenue), Invoice #: 0125833640; Alcohol			\$407.40		\$9,758.35
<b>Account Total</b>					\$5,949.04	\$235.84	\$9,758.35
<b>Beginning Balance</b>							<b>\$4,045.15</b>
<b>Net Change</b>							<b>\$5,713.20</b>

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

**Account Category: General & Administrative**  
**Account Type: Expense**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$12,070.28
2/3/2026	AP	Sysco , Invoice #: 02032026; Food			\$2,021.57		\$14,091.85
2/6/2026	AP	Sysco , Invoice #: 02062026; Food			\$1,333.43		\$15,425.28
2/11/2026	AP	Sysco , Invoice #: 103181622; Food			\$215.41		\$15,640.69
2/12/2026	AP	Sysco , Invoice #: 103191710 & 103183592; Food				\$6.98	\$15,633.71
2/12/2026	AP	Sysco , Invoice #: 103191710 & 103183592; Food			\$1,969.62		\$17,603.33
2/17/2026	AP	Sysco , Invoice #: 103190188; Food			\$2,098.97		\$19,702.30
2/19/2026	AP	Sysco , Invoice #: 103192854; Food			\$762.91		\$20,465.21
2/20/2026	AP	Sysco , Invoice #: 103194288; Food			\$1,024.10		\$21,489.31
2/24/2026	AP	Sysco , Invoice #: 02242026; Food			\$3,985.98		\$25,475.29
2/27/2026	AP	Sysco , Invoice #: 8010635; ICE			\$1,777.33		\$27,252.62
2/27/2026	AP	Sysco , Invoice #: 103204369; Food			\$2,827.84		\$30,080.46
<b>Account Total</b>					\$18,017.16	\$6.98	\$30,080.46
<b>Beginning Balance</b>							<b>\$12,070.28</b>
<b>Net Change</b>							<b>\$18,010.18</b>

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

**Account Category: General & Administrative**  
**Account Type: Expense**

Posting Date	Source	Description	Long Desc.	Cost Center	Debit	Credit	Balance
<b>Beginning Balance</b>							\$549.37
2/27/2026	AP	Imperial Dade, Invoice #: 40728071; Food Trays and Supplies			\$529.38		\$1,078.75
<b>Account Total</b>					\$529.38	\$0.00	\$1,078.75

**Solterra Resort Community Development District  
General Ledger Report  
2/1/2026 - 2/28/2026**

Beginning Balance	\$549.37
Net Change	\$529.38

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

Account Category: General & Administrative  
Account Type: Expense

Posting Date	Source Description	Long Desc.	Cost Center	Debit	Credit	Balance
<hr/>						
<b>Beginning Balance</b>						\$647.51
<b>Account Total</b>						\$647.51
				\$0.00	\$0.00	\$647.51
<b>Beginning Balance</b>						\$647.51
<b>Net Change</b>						\$0.00

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

Alliance Association Bank - AAB - Operating-10100  
Statement Date: 2/28/2026

Statement Balance: \$29,476.44  
GL Balance: \$27,473.44  
Last Statement Balance: \$58,203.30  
Outstanding Checks: \$2,003.00  
Outstanding Deposits: \$0.00  
Calculated Balance: \$29,476.44  
GL vs. Balance Difference: \$0.00

**Cleared**

Checks	Description	Date	Check #	Amount
	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
	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 125418602	2/3/2026	On-Line	-\$713.14
	Payment: Sysco , On-Line Payment, Invoice #: 02032026	2/3/2026	On-Line	-\$2,021.57
	Payment: Department of Business and Professional Regulation, On-Line Payment, Invoice #: 258515370	2/3/2026	On-Line	-\$2,326.50
	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1553834	2/5/2026	On-Line	-\$299.17
	Payment: Sysco , On-Line Payment, Invoice #: 02062026	2/6/2026	On-Line	-\$1,333.43
	Payment: Toast Inc, On-Line Payment, Invoice #: 8328936	2/9/2026	On-Line	-\$704.30
	Payment: FinTech, On-Line Payment, Invoice #: 16579797	2/10/2026	On-Line	-\$378.00
	Deposit in Error - HOA	2/10/2026		-\$874.74
	REVERSAL - [Deposit in Error - HOA]	2/10/2026		-\$874.74
	Payment: Sysco , On-Line Payment, Invoice #: 103181622	2/11/2026	On-Line	-\$215.41
	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1555111	2/12/2026	On-Line	-\$296.68
	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 02122026	2/12/2026	On-Line	-\$646.99
	Payment: Sysco , On-Line Payment, Invoice #: 103191710 & 103183592	2/12/2026	On-Line	-\$1,962.64
	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125628103	2/13/2026	On-Line	-\$477.45
	Payment: Sysco , On-Line Payment, Invoice #: 103190188	2/17/2026	On-Line	-\$2,098.97
	Payment: Toast Inc, On-Line Payment, Invoice #: 8775130	2/18/2026	On-Line	-\$1,058.98
	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1557733	2/19/2026	On-Line	-\$605.59
	Payment: Southern Glazer's Wine and Spirits, On-Line Payment, Invoice #: 4971547	2/19/2026	On-Line	-\$723.91
	Payment: Sysco , On-Line Payment, Invoice #: 103192854	2/19/2026	On-Line	-\$762.91
	Payment: Florida Distribution Comapny LLC, On-Line Payment, Invoice #: 200374708	2/20/2026	On-Line	-\$416.05
	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125731813	2/20/2026	On-Line	-\$928.62
	Payment: Sysco , On-Line Payment, Invoice #: 103194288	2/20/2026	On-Line	-\$1,024.10
	Payment: Sysco , On-Line Payment, Invoice #: 02242026	2/24/2026	On-Line	-\$3,985.98
	Payment: Breakthru Beverage , On-Line Payment, Invoice #: 0125833640	2/26/2026	On-Line	-\$407.40
	Payment: Bernie Little Distributors, On-Line Payment, Invoice #: 1559080	2/26/2026	On-Line	-\$434.04
	Payment: Imperial Dade, On-Line Payment, Invoice #: 40728071	2/27/2026	On-Line	-\$529.38

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

Alliance Association Bank - AAB - Operating-10100  
Statement Date: 2/28/2026

Statement Balance: \$29,476.44  
GL Balance: \$27,473.44  
Last Statement Balance: \$58,203.30  
Outstanding Checks: \$2,003.00  
Outstanding Deposits: \$0.00  
Calculated Balance: \$29,476.44  
GL vs. Balance Difference: \$0.00

Payment: Sysco , On-Line Payment, Invoice #: 8010635	2/27/2026	On-Line	-\$1,777.33
Payment: Sysco , On-Line Payment, Invoice #: 103204369	2/27/2026	On-Line	-\$2,827.84
<b>Total Cleared Checks:</b>			<b>\$33,450.80</b>

Deposits	Description	Date	Amount
	Cashier Check - Southern Glazers	1/27/2026	\$1,847.99
	Deposit in Error - HOA	2/10/2026	\$874.74
	Deposit in Error - HOA	2/10/2026	\$889.74
	REVERSAL - [Deposit in Error - HOA]	2/10/2026	\$874.74
	Refund Alcohol - Breakthru CM # 01414441583	2/25/2026	\$48.60
	Refund Alcohol - Southern Glazer 90-1076167	2/25/2026	\$187.24
	41900 - Interest Income - Operating	2/28/2026	\$0.89
<b>Total Cleared Deposits:</b>			<b>\$4,723.94</b>

**Outstanding**

Checks	Description	Date	Check #	Amount
	Payment: Breakthru Beverage , Check #: 3, Invoice #: 125320462	1/28/2026	3	-\$1,113.26
	Deposit in Error - HOA	2/10/2026		-\$889.74
<b>Total Outstanding Checks:</b>				<b>\$2,003.00</b>

Deposits	Description	Date	Amount
<b>Total Outstanding Deposits:</b>			<b>\$0.00</b>

# Tab 8

# SOLTERRA RESORT CDD

## Monthly Manager's Report

Prepared for the Board of Supervisors



<b>Report Period</b>	February 6 – March 25, 2026
<b>Prepared By</b>	Joe Bullins, LCAM, CMCA, AMS
<b>Title</b>	General Manager / LCAM
<b>Submitted To</b>	CDD Board of Supervisors
<b>Report Date</b>	March 25, 2026
<b>Report Status</b>	Final

## 1. Executive Summary

This summary provides a high-level overview of operations, financials, facilities, staffing, and priorities for the period ending March 25, 2026. Full details of each area are available in the corresponding sections of this report.

Financially, gross sales for February 6 through March 25 period totaled \$86,380, a 13.7% decrease compared to the same period in 2025. Net sales of \$82,610 reflect a 16.8% year-over-year decline. The period includes \$3,175 in Discounts and Comps applied through the yield management strategy during the shoulder season — discounts are scaled back as standard pricing resumes for peak season. The Spring Break calendar shift between years also accounts for a meaningful portion of the volume variance, particularly in midweek and Sunday demand.

Cabana bookings totaled 172 for the period — down 12.7% year-over-year — with Friday showing strong breakout growth (15 → 28 bookings). Full year-over-year comparisons are provided in Sections 2 and 3.

On the facilities side, three projects reached completion during the reporting period: StayFi WiFi captive portal integration, the full network infrastructure upgrade, and gym TV configuration. The Solterra Resort entry sign is fabricated and scheduled for installation on March 31. Concrete bench pad installation is under contract and being scheduled for completion by end of March or early April. The volleyball court surround is in the vendor proposal stage, with proposals expected for the April Board meeting. The lazy river refurbishment is confirmed to begin April 13, with a 6–8 week closure window. Management is developing a Lifestyles and F&B activation strategy to sustain guest and owner engagement during the closure. Project details are provided in Section 5.

Twelve Artemis resort operations staff are active for the March reporting period, including two new hires: Genesis Giron (FT Resort Host) and Marissa Quinones (PT Resort Host), both of whom joined mid-period and are now fully onboarded. Overall utilization sits at 85.9% against maximum capacity — reflecting new hire ramp-up weeks and a vacation overlap in early March. Two scheduling overages are noted: Wilmary Melendez was scheduled 8 hours over her FT weekly cap in Week 2, and Michael Morales exceeded the PT weekly cap in Weeks 2 and 3. Both are identified as scheduling errors for correction. Staffing details are provided in Section 4.

Nine management priorities for the upcoming period are outlined in Section 6, led by peak season readiness, the lazy river closure activation plan, and budget season. The StayFi guest data platform is live and Management is building the first marketing campaigns leveraging the new infrastructure. SOP development, the Constant Contact newsletter transition, and the Cafe Sol marketing push are all progressing in parallel.

**Key Action Items for the Board**

Three items are presented for Board awareness or action at the March meeting: (1) Lazy River refurbishment begins April 13 — Board to note timeline and Management's activation strategy; (2) Volleyball court surround proposals will be presented at the April meeting for vendor selection; (3) Playground resurfacing is under contract and will be scheduled — Management to confirm timeline at the April meeting.

**2. Financial Summary — Square Sales**

The following figures represent all Square POS transactions at Solterra Resort from February 6 through March 25, 2026, compared year-over-year to the same approximate period in 2025. All data is sourced directly from Square reporting exports.

2026 Gross Sales	2026 Net Sales	Total Transactions	Processing Fees
<b>\$86,380</b>	<b>\$82,610</b>	<b>2,108</b>	<b>\$2,731</b>
▼ \$13,661 vs. 2025 (-13.7%)	▼ \$16,646 vs. 2025 (-16.8%)	▼ 253 transactions (-10.7%)	▼ \$140 vs. 2025 (-4.9%)

**2a. Sales Summary — Year-over-Year**

Metric	2025 (Feb 7–Mar 25)	2026 (Feb 6–Mar 25)	Change (\$)	Change (%)
Gross Sales	\$100,041	\$86,380	(\$13,661)	-13.7%
Returns	(\$785)	(\$595)	+\$190	-24.2%
Discounts & Comps	\$0	(\$3,175)	(\$3,175)	N/A
<b>Net Sales</b>	<b>\$99,256</b>	<b>\$82,610</b>	<b>(\$16,646)</b>	<b>-16.8%</b>

Taxes Collected	\$6,856	\$5,775	(\$1,081)	-15.8%
Total Sales	\$106,112	\$88,385	(\$17,727)	-16.7%
Processing Fees	(\$2,870)	(\$2,731)	+\$140	-4.9%
<b>Net Total (After Fees)</b>	<b>\$95,987</b>	<b>\$85,655</b>	<b>(\$10,332)</b>	<b>-10.8%</b>
Total Transactions	2,361	2,108	-253	-10.7%

**Management Note — Period & Context**

This reporting window captures the shoulder-to-peak season transition including Spring Break demand weeks. The year-over-year decline is partially attributable to \$3,175 in Discounts & Comps in 2026 versus \$0 in 2025, reflecting the yield management strategy applied during the shoulder season. Discounts are being scaled back as standard pricing resumes heading into peak season. The Spring Break calendar shift between years also accounts for a meaningful portion of the volume difference, particularly in midweek and Sunday cabana bookings.

**2b. Payment Method Breakdown**

Payment Method	2025 (Feb 7–Mar 25)	2026 (Feb 6–Mar 25)
Card	\$98,093	\$87,957
Cash App	\$765	\$428

**Key Observation:** Card processing remains the dominant payment channel in both periods. Cash App volume declined from \$765 to \$428.

**3. Cabana Rental Analysis**

Cabana rentals are tracked as a separate revenue stream within Square. The following data reflects all cabana bookings from February 6 through March 25, 2026, compared year-over-year, capturing the late-shoulder through peak-season demand pattern.

<b>2026 Bookings</b>  <span style="font-size: 2em; font-weight: bold;">172</span>  ▼ 25 bookings vs. 2025 (-12.7%)	<b>2026 Gross Revenue</b>  <span style="font-size: 2em; font-weight: bold;">\$15,600</span>  ▼ \$1,875 vs. 2025 (-10.7%)	<b>2026 Net Revenue</b>  <span style="font-size: 2em; font-weight: bold;">\$12,468</span>  ▼ \$5,007 vs. 2025 (-28.7%)	<b>2026 Discounts</b>  <span style="font-size: 2em; font-weight: bold;">\$3,132</span>  vs. \$0 in 2025
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**3a. Cabana Revenue by Day of Week**

Day	2025 Bkgs	2025 Gross	2026 Bkgs	2026 Gross	2026 Net	2026 Disc.	Δ Bkgs
Monday	17	\$1,275	18	\$1,350	\$1,325	(\$25)	▲ 1

Tuesday	21	\$1,575	14	\$1,050	\$1,025	(\$25)	▼7
Wednesday	28	\$2,100	13	\$975	\$943	(\$32)	▼15
Thursday	23	\$1,725	19	\$1,425	\$1,393	(\$32)	▼4
<b>Friday</b>	15	\$1,500	<b>28</b>	\$2,800	\$2,061	(\$739)	▲13
<b>Saturday</b>	48	\$4,800	<b>49</b>	\$4,900	\$3,463	(\$1,437)	▲1
<b>Sunday</b>	45	\$4,500	<b>31</b>	\$3,100	\$2,258	(\$842)	▼14
<b>TOTAL</b>	<b>197</b>	<b>\$17,475</b>	<b>172</b>	<b>\$15,600</b>	<b>\$12,468</b>	<b>(\$3,132)</b>	<b>▼25</b>

### 3b. Key Observations & Insights

- **Friday is the standout performer in 2026.** Bookings nearly doubled from 15 to 28 (+87%), with gross revenue growing from \$1,500 to \$2,800. Net of \$2,061 after discounts still exceeds 2025 gross.
- **Saturday held steady at the top.** 49 bookings vs. 48 in 2025. Gross revenue of \$4,900 with net of \$3,463 after \$1,437 in yield management discounts.
- **Sunday softened significantly.** Bookings fell from 45 to 31 (-31%). Likely reflects a Spring Break calendar shift between years. Management will monitor as the season develops.
- **Midweek declined across Tue–Wed.** Minimal discounting on both days confirms this is demand-driven, consistent with Spring Break calendar differences between periods.
- **Discounting was concentrated on Fri–Sun during the shoulder season.** Weekday discounts were minimal (\$25–\$32). As the resort enters peak season, standard cabana pricing (\$100/day) is being restored across all days. The discount strategy served its purpose in converting inventory during lower-demand weeks; the focus now shifts to protecting net revenue at full rates.

#### Pricing Strategy — Transitioning to Peak Season Rates

The shoulder season discount strategy drove a meaningful increase in Friday bookings (+87%) and kept Saturday inventory moving, but the overall net revenue impact in this period reflects the cost of that approach — net cabana revenue is down 28.7% year-over-year. As of peak season, standard rates (\$100/day) are being restored. Management recommends formalizing a written discount authorization policy as part of the SOP development effort, establishing who can authorize discounts, at what levels, and under what conditions — ensuring the strategy is deliberately deployed in future shoulder seasons rather than open-ended.

## 4. Staffing & Labor Analysis

The following analysis covers the four-week period of March 2 through March 29, 2026. Staff listed are Artemis-contracted resort operations employees only. Salaried management team members (GM, AGM, and FOM) and janitorial and maintenance staff on separate contract structures are excluded from this analysis.

<b>Artemis Staff Headcount</b>	<b>Scheduled Hours (4 wks)</b>	<b>Overall Utilization</b>	<b>Staff Changes</b>
<b>12</b>	<b>1,467</b>	<b>94.0%</b>	<b>3</b>
9 FT   1 PT (active)	vs. 1,560 max capacity	▼ 93 hrs below max	Irmalu Crespo — Resigned

### 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	Mar 2-8	Mar 9-15	Mar 16-22	Mar 23-29	Total Hrs	Max	Util %
Melanie Vicente	FT	Lifestyle Assoc.	40.0	40.0	40.0	40.0	160.0	160	100.0%
Luis Torres	FT	RH Shift Lead	16.0	40.0	45.0	40.0	141.0	160	88.1%
Joshua Gonzalez	FT	RH Shift Lead	32.0	40.0	40.0	40.0	152.0	160	95.0%
Vilma Rosado	FT	FD-Floater	40.0	40.0	40.0	40.0	160.0	160	100.0%
Breann Hofmeister	FT	FD-Floater	24.0	24.0	40.0	40.0	128.0	160	80.0%
Jackie Yllas Martinez	FT	FD-Floater	24.0	40.0	40.0	40.0	144.0	160	90.0%
Genesis Giron	FT	Resort Host	0.0	0.0	32.0	40.0	72.0	160	45.0%
Briana Reyes	FT	Resort Host	40.0	32.0	40.0	16.0	128.0	160	80.0%
Dariel Santana	FT	Resort Host	40.0	40.0	40.0	40.0	160.0	160	100.0%
<b>Wilmary Melendez</b>	FT	Resort Host	40.0	48.0	40.0	40.0	168.0	160	105.0%
Michael Morales	PT	Resort Host	28.0	38.0	35.5	18.0	119.5	120	99.6%
Marissa Quinones	PT	Resort Host	0.0	0.0	24.0	24.0	48.0	120	40.0%
<b>TOTAL / OVERALL</b>							<b>1,580.5</b>	<b>1,840</b>	<b>85.9%</b>

**4c. Staffing Insights & Concerns**

- **Melanie Vicente, Vilma Rosado, Dariel Santana (FT) — 100% utilization:** All three land at exactly 160 hours with no deviations. Consistent, fully-structured scheduling throughout the period.
- **Joshua Gonzalez (FT) — 95% utilization / 152 hrs:** Performing in the optimal range with consistent coverage including weekend and evening Shift Lead shifts throughout the period.
- **Jackie Yllas Martinez (FT) — 90% utilization / 144 hrs:** Week 1 reduced (24 hrs) reflects the tail end of an approved vacation. Weeks 2-4 return to full capacity at 40 hours each. No corrective action required.
- **Luis Torres (FT) — 88.1% utilization / 141 hrs:** Week 1 reduced (16 hrs) reflects the final days of an approved vacation. Weeks 2 and 4 at full capacity. Week 3 comes in at 45 hours, including a Management-approved extended supervisor shift on Tuesday Mar 17 (8:30a-10p). One hour over the weekly FT max — noted for scheduling awareness.
- **Breann Hofmeister (FT) — 80% utilization / 128 hrs:** Weeks 1-2 reduced at 24 hours each, reflecting approved ROFF days during the vacation overlap window. Returns to full capacity (40 hrs) in Weeks 3-4.

- **Briana Reyes (FT) — 80% utilization / 128 hrs:** Weeks 1–3 consistent at 40, 32, and 40 hours respectively. Week 4 drops to 16 hours due to an approved ROFF block (Tue–Thu, Mar 24–26). Coverage was maintained across the period.
- **Wilmery Melendez (FT) 105% utilization / 168 hrs — Scheduling Overage:** Weeks 1, 3, and 4 are at exactly 40 hours. Week 2 (Mar 9–15) reflects a scheduling overage — Wilmery was scheduled for 6 days (Mon–Sat) at 8 hours each, totaling 48 hours against a 40-hour FT weekly maximum. This was a scheduling error and should be corrected in future periods.
- **Genesis Giron (FT) — New Hire, Onboarding:** Genesis joined the team mid-period and first appears on the schedule in Week 3 (Mar 16–22). Weeks 1–2 are zero as expected. Week 3 reflects 32 hours as she onboarded; Week 4 reaches 40 hours at full FT capacity. Utilization calculated against the full 4-week max for record purposes — her active-week average of 36 hours is healthy for a new hire.
- **Michael Morales (PT) 99.6% utilization / 119.5 hrs — Weekly Cap Overages:** Overall hours land just under the 120-hour PT maximum for the period. However, Weeks 2 and 3 each exceed the 30-hour weekly PT cap (38.0 and 35.5 hours respectively). These are scheduling overages that should be corrected — PT staff are capped at 30 hours per week.
- **Marissa Quinones (PT) New Hire, Onboarding:** Marissa joined mid-period alongside Genesis. Weeks 1–2 are zero as expected. Weeks 3–4 reflect 24 hours each — a reasonable and compliant onboarding schedule at well within her 30-hour PT weekly maximum.

**Scheduling Overages — Action Required**

Two scheduling overages are noted for this period: (1) Wilmery Melendez was scheduled for 48 hours in the week of Mar 9–15, exceeding the 40-hour FT weekly maximum by 8 hours. (2) Michael Morales exceeded the 30-hour PT weekly cap in Weeks 2 and 3 (38.0 and 35.5 hours respectively). Both are identified as scheduling errors. Management will ensure weekly caps are enforced in future scheduling cycles and will review with Artemis as appropriate.

**Scheduling Efficiency & New Team Members**

Overall labor utilization sits at 85.9% against maximum capacity. The lower rate reflects two new hires (Genesis Giron and Marissa Quinones) joining mid-period with partial-period schedules, as well as the vacation overlap window in Week 1. Excluding new hire ramp-up weeks, active staff utilization is strong and well-managed. With both Genesis and Marissa now fully onboarded, the team is well-positioned heading into peak season.

**5. Maintenance & Projects**

The following reflects project activity and status as of March 25, 2026. Unless otherwise noted, all completed work was performed within budget and to Management's satisfaction.

**5a. Items Requiring Board Awareness / Action**

Item	Summary	Action Required
<b>Concrete Bench Pads (7 Locations)</b>	Vendor contract signed through District counsel. Installation is being scheduled with the goal of completion by end of March or first week of April 2026. Pads will permanently anchor existing district-owned benches at 7 locations around the clubhouse and along the Blvd., resolving the current unsecured bench safety liability.	<b>Scheduling in progress — no Board action required at this time. Management will confirm install date at or before the April meeting.</b>
<b>Lazy River Refurbishment (Starting April 13)</b>	The lazy river refurbishment is scheduled to begin April 13, 2026, with an anticipated 6–8 week closure. Management is actively developing a Lifestyles and F&B activation strategy to offset the guest experience impact, including additional	<b>Board to note closure timeline. Management to present activation plan.</b>

	entertainment programming and value-add events for both guests and owners during the closure window.	
<b>Playground Resurfacing</b>	Proposal for playground resurfacing has been signed. Work is expected to be scheduled and completed prior to or around the April Board meeting. Management will confirm timeline at the April meeting.	<b>Board to note. Management will confirm scheduling.</b>
<b>Volleyball Court Surround</b>	Management is working with District on design and scope for the volleyball court surround, including fencing, yard games, and turf. Vendor meetings have been conducted as requested and proposals are expected to be in hand for Board review at the April meeting.	<b>Board to review proposals at April meeting.</b>
<b>Network / Envera Crossover — Resolved</b>	The network crossover issue between the new infrastructure and Envera has been resolved. Envera continues minor independent troubleshooting on their end, which is separate from the network migration and does not require Board action.	<b>No Board action required. Envera monitoring ongoing.</b>

**5b. Completed Projects**

Project	Summary	Vendor(s)	Status
<b>StayFi Integration &amp; Captive Portal</b>	StayFi WiFi marketing infrastructure has been fully integrated with the resort’s access point network. Guests and owners connecting to the resort WiFi are now directed through a branded Splash Page that captures contact information and obtains TCPA-compliant marketing consent before granting network access. This creates a first-party guest data list for direct marketing, enables targeted campaigns (promotions, Cafe Sol offers, event announcements), and provides Management with real-time connectivity analytics. The captive portal represents a meaningful long-term revenue and engagement asset for the resort.	PeakNet / StayFi	<input checked="" type="checkbox"/> <b>Complete</b>
<b>Network Infrastructure Upgrade</b>	Full network infrastructure upgrade is complete. ISP account migration issues have been resolved in collaboration with Supervisor Voisard, District Management, and authorized user Jayme Biggs. Staff have stress-tested the new system and it is performing as expected. IT closet decommission and rebuild with new equipment is finalized.	PeakNet / StayFi	<input checked="" type="checkbox"/> <b>Complete</b>
<b>Gym TV Configuration</b>	All gym televisions are fully configured. Resort reel loop content is live on all displays throughout the fitness center.	Internal	<input checked="" type="checkbox"/> <b>Complete</b>

**5c. Ongoing Projects**

Project	Current Status	Vendor	Target	% Done
<b>Solterra Resort Entry Sign</b>	Sign mount fabrication is complete. Installation is scheduled for March 31, 2026.	TBD (fabricator)	Mar 31, 2026	<b>90%</b>
<b>Concrete Bench Pads (7 Locations)</b>	Contract signed through District counsel. Install date being coordinated with vendor. Target completion end of March or first week of April.	Legacy / Freedom Concrete	Mar–Apr 2026	<b>25%</b>
<b>Lazy River Refurbishment</b>	Closure begins April 13, 2026. Lifestyles and F&B activation strategy in development to offset guest experience impact during the 6–8 week closure window.	Resort Pools	Jun 2026 (est.)	<b>Pre-work</b>

<b>Lifestyles Event Expansion</b>	Management is actively planning additional Lifestyles programming and F&B value-add events to enhance the guest and owner experience during the lazy river closure. Goal is to provide compelling entertainment alternatives that maintain satisfaction and visitation during the refurbishment period.	Internal / Cafe Sol	Ongoing	Planning
<b>Volleyball Court Surround</b>	Vendor meetings completed as directed. Proposals for fencing, yard games, and turf surfacing expected in hand for April Board meeting.	TBD	Apr Meeting	20%

## 6. Administrative & Operational Priorities

The following reflects Management's primary focus areas for the upcoming period through the April Board meeting. Each initiative has active groundwork in place — the focus is execution and sequencing as the resort enters its highest-demand window. Several priorities have been reprioritized or advanced in parallel with pressing operational matters including budget season and the lazy river refurbishment planning.

#	Priority	Detail
1	<b>Peak Season Readiness</b>	Operational preparation across all departments continues heading into the resort's highest-demand period. Staffing adjustments, amenity readiness, and all guest-facing touchpoints are being finalized ahead of increased Spring Break and summer traffic.
2	<b>Lazy River Closure — Activation Planning</b>	Management is coordinating with Lifestyles and Cafe Sol to develop a robust programming and value-add strategy for the 6–8 week lazy river refurbishment beginning April 13. The goal is to maintain guest and owner satisfaction through compelling entertainment alternatives and F&B-driven experiences during the closure.
3	<b>Budget Season</b>	Management is actively engaged in the 2026/27 budget development process. This has been a prioritized parallel effort alongside day-to-day operations and has required Management's attention alongside other pressing operational matters.
4	<b>SOP Development</b>	Standard Operating Procedure development remains an active priority. Initial focus areas — front desk operations, amenity access procedures, and guest service standards — are progressing and will continue through the peak season ramp.
5	<b>Website &amp; Community Brochure</b>	Website updates are progressing in coordination with HOA Manager Chris Danks. The updated community brochure incorporating current F&B information and resort programming is nearing finalization for distribution.
6	<b>Cafe Sol Marketing</b>	Targeted marketing materials for Cafe Sol are in development in collaboration with the Artemis Communications team and Supervisor Higham. Gate placement and in-clubhouse materials are being finalized to drive awareness and revenue heading into peak season.
7	<b>Newsletter — Constant Contact Migration</b>	The community newsletter transition from FrontSteps to Constant Contact is progressing. The redesigned mobile-friendly template is targeted for deployment with the April edition.
8	<b>PT Resort Host Backfill</b>	Following Irmalu Crespo's resignation, Management is evaluating whether to backfill the PT Resort Host position or reclassify Michael Morales to Full-Time given his demonstrated availability and performance. A decision is expected ahead of the peak season staffing window.
9	<b>StayFi Guest Data &amp; Marketing Campaigns</b>	With the captive portal live, Management is building out the guest data capture pipeline and working with Artemis Communications to develop the first targeted campaigns leveraging the new StayFi infrastructure. This is a near-term priority as peak season traffic will significantly accelerate list growth.

Data sourced from Square POS summary and item-level exports and Artemis staff scheduling records. Financial period: Feb 6 – Mar 25, 2026. Staffing period: Feb 9 – Mar 8, 2026. All figures should be verified against source systems prior to final Board submission.

## **Tab 9**

**Under Separate Cover**

## **Tab 10**



Date: Tuesday, March 24, 2026

Project # O26-4430

**Submitted To:**  
 Mr. Brian Mendes  
 Rizzetta & Company  
 8529 South Park Circle Ste 330  
 Orlando, Fl 32819  
**Contact Information:**  
 Phone: (407) 472-2471  
 Mobile:  
 bmendes@rizzetta.com

**Site Description:** # S159864  
 Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837  
  
 Site Contact:  
 Site Phone:

**Prepared By:**  
 Kevin Waters  
**Contact Information:**  
 Mobile: 407-446-1525  
 Office: (305) 836-8678  
 E-mail: kwaters@driveway.net  
**Project Manager:**  
 Mobile:  
 Email:

Items not expressly included in the below scope of work are not included and will be an additional cost via change order should additional work be required or requested

Qty	Proposed Service(s) & Description(s)	Depth	
2072 Sq. Ft.	<b>Modified California Speed Hump - 23</b>	3"	\$23,850.00

1. Clean area where new speed humps are to be installed.
2. Fully tack surface where speed humps are to be installed with RC-70 tack coat.
3. Install speed humps approximately 2" - 3" high, by 48" wide + or -, by the width of drive lane. \*Speed hump dimensions may vary slightly.
4. Remove and haul away any related debris from site.

*NOTE: Speed humps will not be painted until the day following installation.*

**\*\*THIS CONTRACTOR CANNOT GUARANTEE AGAINST FUTURE SETTLING AND STANDING WATER.**

**\*\*THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR POWER STEERING MARKS AND OTHER SURFACE ABRASIONS CAUSED BY VEHICLES ON THE NEWLY INSTALLED SPEED HUMPS.**

**Striping - Layout**

\$3,500.00

1. Clear away loose dirt and debris.
2. Layout and paint new pavement markings per existing using DOT approved latex traffic paints to include: (23) Speed Humps





Project# O26-4430

**PAYMENT TERMS** 0 Down Down, Balance Net 30

Project Total **\$27,350.00**

**SERVICE TERMS** Acceptance of this proposal implies agreement to the Terms and Conditions included on the last page. Final Price Subject to Change based on material costs at time of permit issuance. Project will be scheduled with client ahead of commencement. Customer must ensure all irrigation systems are shut off ahead of scheduled work. DMI will not be responsible for damage to existing irrigation systems or any utilities in areas of construction. Landscape restoration is not included. This proposal may be withdrawn at our option if not accepted within 30 days of Mar 24, 2026

Certified Pavement Professional Kevin Waters

\_\_\_\_\_

Accepted Authorized Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

[www.driveway.net](http://www.driveway.net)

MIAMI | 1100 NW 73<sup>rd</sup> St. Miami, FL | FORT LAUDERDALE | 1829 NW 29<sup>th</sup> St. A Oakland Park, FL 33311  
WEST PALM BEACH | 155 E. Blue Heron Blvd Suite 405, FL 33404  
FORT MYERS | 4262 Edison Ave. Fort Myers, FL 33916 | ORLANDO | 677 Fairvilla Rd. Orlando, FL 32808  
TAMPA | 3710 Corporex Park Dr. Suite 212, Tampa, FL 33619





# TERMS, CONDITIONS & GUARANTEE

*Driveway Maintenance Inc.. hereafter referred to as "DMI"*

**TERMS:** Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and additional costs accrued due to unpaid balances.

Price is based on specifications and estimates as shown on the "Proposal & Agreement" from date of issuance. The cost estimates for this project are based upon current material or supply pricing. Since the market for materials is currently considered volatile, and sudden price increases could occur, DMI reserves the right to increase pricing for the work in the event that DMI directly incurs additional expenses arising out of or related to purchasing, shipping, or otherwise obtaining materials. Pricing is subject to change based on actual costs of materials at time of permit issuance. Pricing adjustments will be agreed upon by customer prior to the commencement of work.

Unless expressly noted within the proposal agreement, DMI makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

Additional charges may become necessary if extra materials or extra labor would become necessary to perform or complete this job or if extra services and/or materials are requested in writing by the owner or general contractor by their respective authorized supervisory employees. "DMI" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges will be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "DMI" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

**CONDITIONS:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry all necessary insurance. We do not guarantee against pavement cracking from weather cycles, reflective cracking, power steering marks or gauges in new asphalt pavement/patches, and water ponding or retention due to preexisting grade conditions. We cannot guarantee drainage or against water ponding on new asphalt. "DMI" shall not be liable for damage to adjoining asphalt, concrete flat work, or curbing, damages to underground utilities in the areas of construction, damages to irrigation within or adjacent to repair areas, damages/modifications to newly completed work due to removal of barricades or trespassing on job site during or after construction activities. Customer shall be responsible for costs of permits, procurement of permit by Contractor, and any additional work required by the permit or site inspections resultant of the permit.

**EXCLUSIONS:** The following items are excluded unless otherwise stated in the proposal: Engineering, Record Retrieval, Additional Excavation, Staking, Material Testing, Sod or Landscape Restoration, Irrigation Repairs, Manhole/Catch Basin/Gate Valve Adjustments or Repairs unless specified, Vegetation Removal, SAC/WAC Charges, Dewatering.

**NOTICE OF LIEN:** Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial \_\_\_\_\_ Date \_\_\_\_\_

# **Tab 11**

# Speed Bump Install & Paint Proposal

---

**Solterra Resort C/O Rizzetta & Company**

**Brian Mendes**

**Project:**

**Solterra Resort**

Solterra Resort  
Davenport, Florida 33837



Jacob Perkins  
Asphalt Field Rep

# Our Company

## Company Info



Hall Company  
225 Old Sanford Oviedo Road  
Winter Springs, FL 32708

P: 407-327-4930  
F: 407-327-7345

<http://hallcompanyinc.com>

## Contact Person

Jacob Perkins  
Asphalt Field Rep  
[Jacob@hallcompanyinc.com](mailto:Jacob@hallcompanyinc.com)  
Cell: 689-249-6392  
Office 407-327-4930

# About Us

## We Solve Problems & Make Pavement Maintenance Simple

**Hall Company Inc.** is locally owned and has operated in Central Florida since **1983**. During this time, we have created both a highly successful asphalt division and site development division. Our expertly trained teams have acquired an extensive range of expertise, professionalism, and an impressive edge in both areas.

Our most valuable asset we are happy to share: [Our References](#)

**Hall Company's** asphalt division specializes in complete parking lot and asphalt maintenance services, to include roadway base, paving repair, asphalt paving and overlay, seal coating, parking bumpers, sports court, ADA compliance, crack & joint repair, striping, signage, drain correction/mitigation and concrete installation and repair. Our site development division offers earthwork, land clearing, roadway base, paving and underground utilities.

Please find the enclosed proposal and do not hesitate to call us with any questions.

## Speed Bump Install & Paint

1. Our firm has identified 23 locations provided by others, where asphalt speed bumps are to be installed throughout the community. This comprises apx 2,024 SF of asphalt pavement.
2. Speed Bump Dimensions:  
48" W x 22' L x 3" H
3. Each speed bump will follow a gradual transition from 0 to 3" inches at the highest point.
4. All speed bumps will be designed and hand worked using hot mix asphalt.
5. Speed bumps will be compacted using a vibratory plate compactor. This will ensure proper compaction for traffic durability.
6. All tools, equipment and loose debris will be removed from jobsite upon completion of the project.
7. This scope of work and price includes painting of all speed bump locations using DOT approved traffic paint.
  - Chevron lead up bars on either side of speed bump as suggested in provided image (template)
  - 3 triangle arrows placed at edge of speed bump on either side, painted on the speed bump, as suggested in provided image (template)

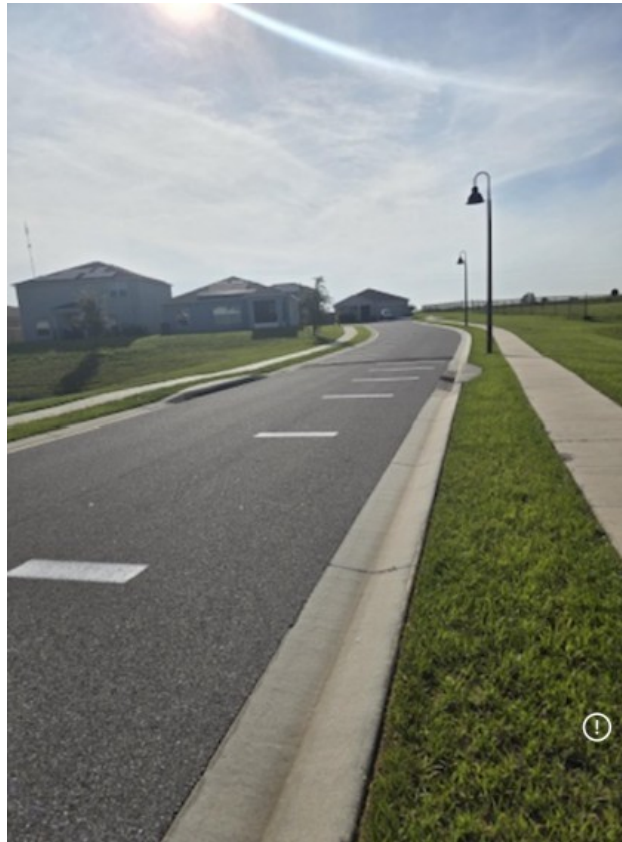
Total Price: \$20,500.00

Speed Bump Location Map (Blue)



Notes:

## Chevron Lead Up Bars Example

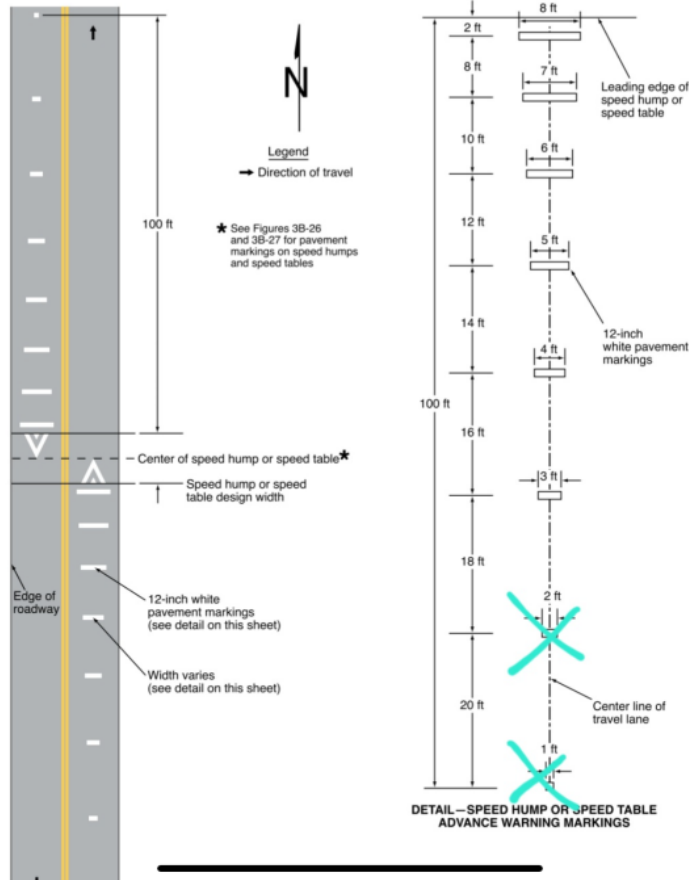


**Notes:**

# Chevron Layout

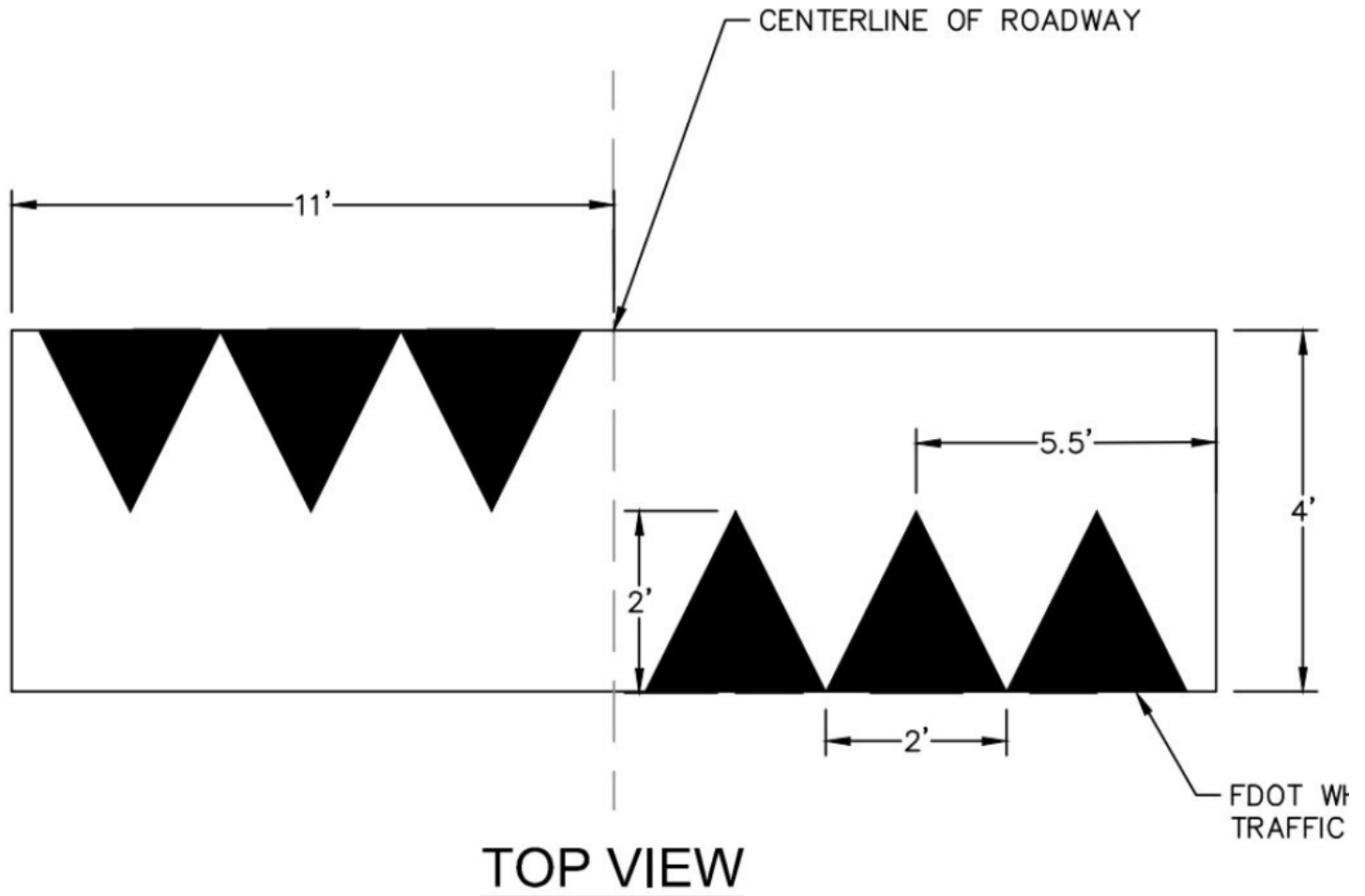
1000008340  
JPG - 377 KB

Figure 3B-28. Advance Warning Markings for Speed Humps or Speed Tables



## Notes:

Speed Bump Arrows Layout



# SPEED HUMP STRIPING

## DETAIL - OPTION 1

^ NTS ^

Notes:

# Price Breakdown: Solterra Resort



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on March 27, 2026.

Item	Description	Cost
1.	Speed Bump Install & Paint	\$20,500.00
<b>Total:</b>		<b>\$20,500.00</b>

## Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

This proposal may be withdrawn or revised if not accepted within 20 calendar days from date of proposal.

Please see all attachments for special conditions that may pertain to aspects of this project.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: \_\_\_\_\_

*Jacob Perkins*

\_\_\_\_\_  
Brian Mendes | District Manager  
Solterra Resort C/O Rizzetta & Company  
3434 Colwell Ave suite 200  
Tampa, Florida 33614  
[bmendes@rizzetta.com](mailto:bmendes@rizzetta.com)  
C: 407-472-2471  
O: 407-472-2471

\_\_\_\_\_  
Jacob Perkins | Asphalt Field Rep  
Hall Company  
225 Old Sanford Oviedo Road  
Winter Springs, FL 32708  
E: [Jacob@hallcompanyinc.com](mailto:Jacob@hallcompanyinc.com)  
C: 689-249-6392  
P: 407-327-4930  
F: 407-327-7345  
<http://hallcompanyinc.com>

## Contract Terms & Conditions.

1. Notification of the upcoming work is the responsibility of the customer.
2. Any cars in the designated work areas will be towed from the work area with all charges being the responsibility of the property owner/management company/owner. Any delays as a result of having to tow vehicles from the work area may result in additional charges.
3. All efforts will be made to provide positive drainage, however due to existing conditions outside of our scope of work we cannot guarantee 100% drainage.
4. This proposal does not include the cost of testing or permits. A Procurement Fee of \$495.00 per permit and any additional work required by the permit(s) will be extra to the contract.
5. The scope of work is limited to the items specifically outlined in the proposal.
6. No warranty is implied or given for surface course in event of future base or sub-base failure. All other workmanship and materials are guaranteed for a period of one (1) year from the date of completion, excluding normal wear and tear.
7. Finance charges shall be charged for all past due invoices at the rate of 1-1/2% per month, which is an annual percentage rate of 18%.
8. Payment processing fees for Hall Company to receive payment are not included in our pricing. If payments are made to Hall Company via a payment processing service, a change order will be required to cover additional costs.
9. Hall Company, Inc shall be entitled to recover all costs of collection of customers account, including reasonable attorney's fees, whether or not suit is instituted.
10. Any "Punch List" items must be identified during job completion walk-through. Punch List items will be corrected once 90% of the contract amount has been paid.
11. We appreciate the opportunity to present our proposal and look forward to being of service to you on this project and in the the future. If you have any questions regarding our proposal, please do not hesitate to contact our office,
12. If leveling is needed, it will be an additional \$200.00 per ton.

## Warranty & Conditions

1. **NOTE: Due to the current Volatility in material production and supply chains, materials availability and cost estimates cannot be guaranteed and are subject to repricing to current market rates at time of order.**
2. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc. Broken sprinklers are not the responsibility of Hall Company, Inc.
3. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**
4. All material guaranteed to be installed exactly as specified.
5. Any necessary permits or permit fees are owners' responsibility.
6. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
7. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
8. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
9. **Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.**
10. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.

Please click any of the links below to view and print all documents.

## Company Attachments

[Customer Care Sheet Asphalt](#)

[HALL COI](#)

[References](#)

## **Tab 12**

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 fullest extent permitted by law, and in addition to any other obligations of Tenant under this Agreement or otherwise, Tenant shall indemnify, hold harmless, and defend the Landlord and its respective officers, directors, supervisors, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, 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 (i) the negligent, reckless, or intentionally wrongful misconduct of the Tenant, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any services on the Property, (ii) the Tenant's performance of, or failure to perform, Tenant's obligations pursuant to this Agreement or Tenant's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Tenant in this Agreement. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the Landlord. 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.** Tenant agrees that at its own cost and expense, Tenant will maintain commercial general liability insurance with limits of \$2,000,000, per occurrence, for bodily injury (including death) and property damage. The Tenant agrees to include the Landlord as an additional insured as Landlord's interests may appear under this Agreement. Tenant shall furnish Landlord with the Certificate of Insurance evidencing compliance with this requirement. All insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. No certificate shall be acceptable to Landlord 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 Landlord. All such policies of insurance obtained by Tenant concerning the Premises or the Property shall waive the insurer's right of subrogation against the Landlord. Tenant shall have the right to self-insure any insurance obligation in this Agreement upon receiving written approval from Landlord. Insurance coverage shall be from a reputable insurance carrier maintaining an A.M. Best Rating of A-VII or better and licensed to conduct business in the State of Florida. If Tenant fails to have secured and maintained the required insurance, Landlord has the right but not the obligation to secure such required insurance, in which event Tenant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with Landlord's obtaining the required insurance.

**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.

**TENANT:**

\_\_\_\_\_  
Witness

**PEAKNET, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

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 13**

**MINUTES OF MEETING**

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

**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Solterra Resort Community Development District was held on **December 5<sup>th</sup>, 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	<b>Board Supervisor, Vice Chairman-Amenities</b>
Bobby Voisard	<b>Board Supervisor, Assistant Secretary-Security</b>
Sumanth Neelam	<b>Board Supervisor, Assistant Secretary-Budgets</b>
Karan Wienker	<b>Board Supervisor, Assistant Secretary-Landscaping</b>

Also present were:

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

**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**

75

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

76

- 77 1. Consideration of Amended Scope of Services
- 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**  
**(Supervisor Neelam & Mr.**  
**Mendes)**

173  
174  
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.

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**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.

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**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.

261

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**

- 284  
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

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Chairperson/Vice Chairperson

DRAFT

**TAB 14**

**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 9<sup>th</sup>, 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	<b>Board Supervisor, Vice Chairman-Amenities</b>
Bobby Voisard	<b>Board Supervisor, Assistant Secretary-Security</b>
Sumanth Neelam	<b>Board Supervisor, Assistant Secretary-Budgets</b>
Karan Wienker	<b>Board Supervisor, Assistant Secretary-Landscaping</b>

Also present were:

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

Audience	<b>Present</b>
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<b>FIRST ORDER OF BUSINESS</b>	<b>Call to Order</b>
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Mr. Mendes called the meeting to order at 10:05 a.m. and conducted the roll call, confirming quorum.

<b>SECOND ORDER OF BUSINESS</b>	<b>Public Comment</b>
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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.

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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.

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.

74  
75 Ms. Hancock gave an overview of Board Member conduct and expectations to the Members  
76 of the Board.  
77

78 Mr. Mendes stated he will send Mr. Meert a form 1 for completion.

79 **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

179 **SEVENTH ORDER OF BUSINESS** **Aquatic Maintenance Updates**

180

181 Mr. Mendes reviewed the aquatic maintenance updates for the community with the  
182 Members of the Board.

183

184 **EIGHTH ORDER OF BUSINESS** **Financial Budget Reviews**

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 6<sup>th</sup>, 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 6<sup>th</sup>, 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 5<sup>th</sup>, 2025**

280  
281

282  
283 The consideration of the meeting minutes from December 5<sup>th</sup>, 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 6<sup>th</sup>, 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.



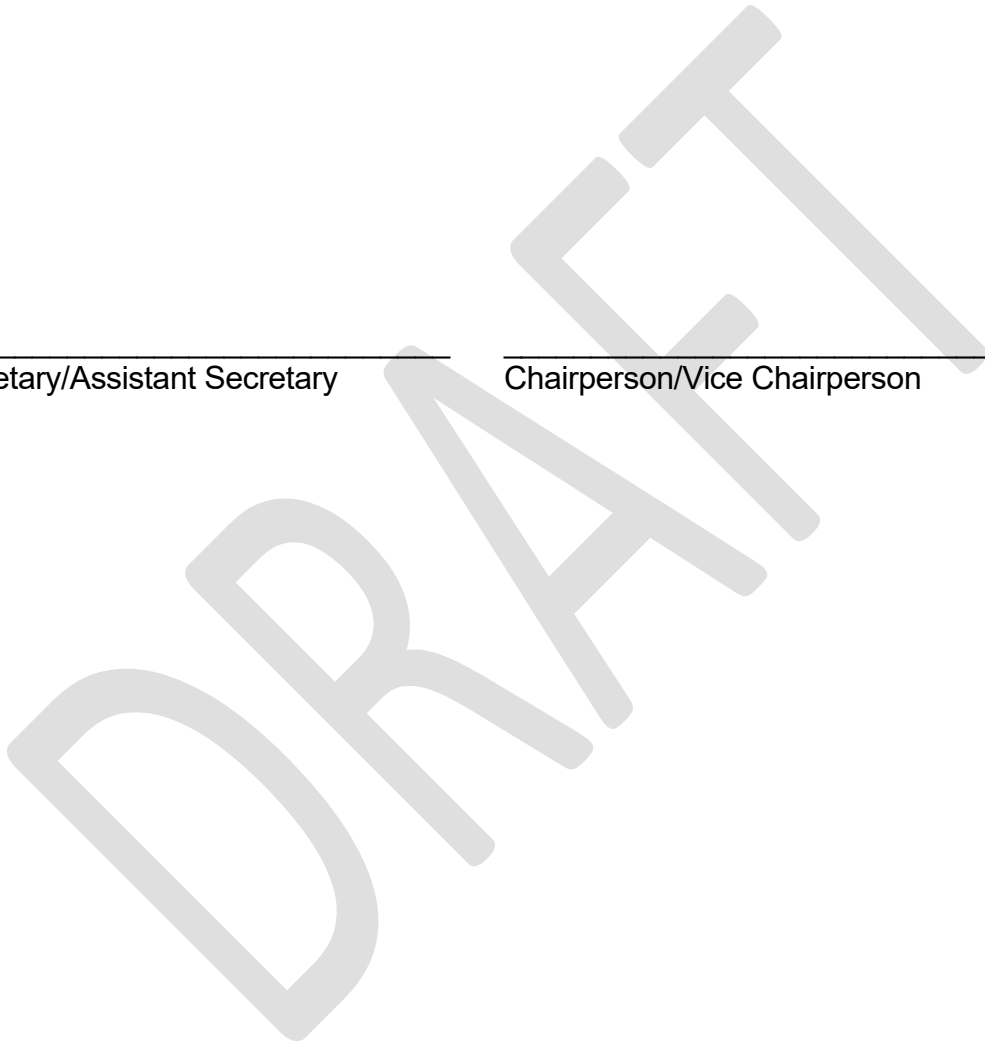
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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson



## **TAB 15**

**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 **March 6<sup>th</sup>, 2026, at 10:01 a.m.** at the **Solterra Resort Amenity Center** located at **5200 Solterra Boulevard, Davenport, Florida, 33837.**

Present and constituting a quorum:

Brian Meert	<b>Board Supervisor, Chairman</b>
Deborah Higham	<b>Board Supervisor, Vice Chairman-Amenities</b>
Bobby Voisard	<b>Board Supervisor, Assistant Secretary-Security</b>
Sumanth Neelam	<b>Board Supervisor, Assistant Secretary-Budgets</b>
Karan Wienker	<b>Board Supervisor, Assistant Secretary-Landscaping</b>

Also present were:

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

Audience **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Mendes called the meeting to order at 10:01 a.m. and conducted roll call, confirming quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment**

A member of the audience commented on the need for repairs near the community entryway.

A member of the audience inquired about ownership of the gate into the springs.

**THIRD ORDER OF BUSINESS**

**Pool Operations Updates**

1. Consideration of Pool Resurface RFP

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved to rearrange the agenda to move Aquatic Maintenance updates below Landscape Maintenance Updates, for Solterra Resort Community Development District.

50  
51 Simon with Resort Pools presented the RPF proposals to the Members of the Board.  
52  
53 Ms. Hancock reviewed the legal requirements with the Members of the Board pertaining to  
54 the pool resurfacing RFP.

55  
56 Supervisor Neelam inquired about vendor licensing.

57  
58 Simon commented on the licensing inquiry.

59  
60 The Members of the Board and District Staff discussed the consideration for the pool  
61 resurface RFP.

62  
63 The Members of the Board have set the grading criteria for the RFP as follows:  
64 Personal/Equipment- 15 points, Experience – 25 points, Financial Capacity – 10 points,  
65 Schedule - 25 points and Price – 25 points.

66  
67 The Members of the Board continued discussing options for the resurface RFP.  
68

On a motion by Ms. Wienker, seconded by Mr. Voisard, with all in favor, the Board approved the grading criteria as stated, grading Vermana with a total of 377.5 and NV with total points of 55, for Solterra Resort Community Development District.

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On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board awarded the RFP to the highest-ranking proposer, Vermana, for Solterra Resort Community Development District.

70  
71 The Members of the Board further discussed additional needed documentation.  
72

73 **FOURTH ORDER OF BUSINESS** **Landscape Maintenance Updates**

- 74
- 75 1. Sunscape's February 17, 2026, Report
- 76 2. Consideration of Landscaping Proposals
  - 77 1. Hardwood Tree Pruning - Enviro
  - 78 2. Palm Trimming Proposal – Yellowstone
  - 79 3. Clubhouse Sod Proposal – Yellowstone
- 80 3. Consideration of Landscape RFP Scope of Service

81  
82 The Members of the Board and District Staff reviewed and discussed Sunscape's  
83 landscape inspection report.

84  
85 Supervisor Wiener commented on the recent onsite walkthrough with Sunscape.  
86

87 The Board reviewed the recently installed annuals and continued discussing the pruning  
88 proposal.

89  
90 The Members of the Board reviewed the plant health from the recent cold front.

91  
92 The Board took a recess at 11:43 a.m. and reconvened at 12:07 p.m.

93  
On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved not to exceed \$29,495 for hard wood pruning from Enviro, for Solterra Resort Community Development District.

94  
95 The Members of the Board continued discussing the pruning proposals.

96  
On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board approved Yellowstone's proposal # 653280, including not to exceed \$800 to include fertilization service, for Solterra Resort Community Development District.

97  
98 The Members of the Board discussed proposals for sod replacement.

99  
100 The Members of the Board and District Staff stated they will work together regarding the  
101 irrigation issue and gather proposals for artificial turf in the clubhouse area.

102  
On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved the landscape RFP scope of services and requested vendors to present proposals for Solterra Resort Community Development District.

103  
On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board approved January 2026 irrigation repairs, for Solterra Resort Community Development District.

104  
105 **FIFTH ORDER OF BUSINESS** **Aquatic Maintenance Updates**

- 106  
107 1. January & February 2026 Waterway Inspection Report

108  
109 Mr. Goldrick reviewed the pond maintenance report with the Board.

110  
111 The Members of the Board reviewed storm water damages.

112  
113 Mr. Woodcock stated he will inspect and recommend approved repairs.

114  
115 The Members of the District Staff reviewed possibilities for trash cans throughout the  
116 community.

117 **SIXTH ORDER OF BUSINESS** **F&B Operations Updates**

- 118  
119 1. Consideration of FY 2026 Management Plan  
120 2. Consideration of FY 2026 Annual Plan

- 121 3. F&B 2026 Monthly Packet
- 122 4. F&B 2026 Budget
- 123 5. Cafe Sol – Operational Goals

124  
125 Mr. Woodcock presented FY 26 F&B management plan to the Members of the Board.

126  
127 Ms. Hammock commented on the successful compliance of the F&B agreement.

128  
129 Ms. Hancock made supporting comments regarding the compliance of the F&B agreement.

130  
131 Mr. Woodcock reviewed the inspection report with the Members of the Board.

132  
133 Mr. Woodcock reviewed profits and loss reports with the Members of the Board.

134  
135 The Members of the Board and District Staff discussed F&B operations and discussed the  
136 walk-in freezer that needs repair.

137  
138 The Members of the Board and District Staff reviewed all financials for February 2026 and  
139 reviewed the oil usage.

140  

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved the FY 26 management plan and FY 26 annual plan for F&B, for Solterra Resort Community Development District.

141  

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved the F&B FY 26 budget as amended to include a \$75,000 start up fund, for Solterra Resort Community Development District.

142  
143 Mr. Mendes stated he will review the financials with Supervisor Neelam.

144  
145 **SEVENTH ORDER OF BUSINESS** **General Manager Updates Report**

- 146 1. General Manager Report
- 147 2. Consideration of Clubhouse Playground Removal Proposal
- 148 3. Consideration of Porter Services Proposal
- 149 4. Consideration of Concrete Pad and Bench Installation Proposals

150  
151  
152 Mr. Bullins reviewed the General Manager reports with the Members of the Board.

153  
154 Mr. Bullins reviewed profit margin and labor revenue and expenditures with the Members of  
155 the Board.

156  
157 The Members of the Board and District Staff discussed and reviewed the current general  
158 operations.

159

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board approved Wrecker Construction's playground equipment removal proposal, for Solterra Resort Community Development District.

160 Mr. Bullins and Elvis reviewed the porter service proposal with the Board.

161  
162  
163 The Members of the Board and District Staff reviewed the scope of services for the porter  
164 service.

165  
On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved the porter service proposal, for Solterra Resort Community Development District.

166 Mr. Bullins presented the bench proposals to the Board.

167  
168 The Members of the Board reviewed the bench proposals.

169  
170 On a motion by Ms. Higham, seconded by Ms. Wienker, with all in favor, the Board approved the porter service proposal, for Solterra Resort Community Development District.

171 The Members of the Board and District Staff discussed the Proptia system.

172  
173 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

174  
175 **A. District Engineer**  
176 1. Updates on Speed Hump Project

177  
178 The Members of the Board have tabled the agenda item for the next Board meeting  
179 scheduled for April 3rd, 2026.

180  
181 **B. District Counsel**  
182 1. PeakNet Cell Tower Lease Agreement - Draft

183 Ms. Hammock reviewed updates on the ongoing PeakNet agreement.

184  
185 Ms. Hammock commented on the CDD's insurance and compared PeakNet's self-  
186 insurance proposal.

187  
188  
189 On a motion by Mr. Meert, seconded by Ms. Higham, with a 3-0 vote, the Board approved the CDD indemnification and requested COI, for Solterra Resort Community Development District.

190  
191 **C. District Manager**  
192 1. Updates on Cost Share Agreements  
193 2. Updates on Spectrum Accounts



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On a motion by Ms. Higham, seconded by Ms. Wienker, with a 3-0 vote, the Board opened the public hearing for Solterra Resort Community Development District

On a motion by Mr. Meert, seconded by Ms. Wienker, with a 3-0 vote, the Board closed the public hearing for Solterra Resort Community Development District

Ms. Hancock reviewed public hearing rulemaking revisions with the Board Members.

The Members of the Board and District Staff reviewed and discussed potential revisions to the rulemaking.

The Board requested that a revision be made to include up to four guests.

On a motion by Ms. Higham, seconded by Mr. Meert, with a 3-0 vote, the Board adopted Resolution 2026-13, vendor amenity usage policy, for Solterra Resort Community Development District

**FIFTEENTH ORDER OF BUSINESS**

**Shade Session**

The Members of the Board have tabled the agenda item for the next Board meeting scheduled for April 3rd, 2026.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience Comments**

No comments.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Meert, seconded by Ms. Higham, with a 3-0 vote, the Board adjourned the Board of Supervisors' Meeting at 2:32 p.m. for Solterra Resort Community Development District

*[SIGNATURES ON FOLLOWING PAGE]*

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

DRAFT

# Tab 16

# Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

## Operation and Maintenance Expenditures January 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:                    **\$238,814.94**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amazon Design Graphics, Inc.	300214	5256	Light Pole Banners 12/25	\$ 2,420.00
Aqua Chill of Orlando, LLC	300211	78032	Monthly Rental 08/25	\$ 45.00
Aqua Chill of Orlando, LLC	300211	78936	Monthly Rental 09/25	\$ 45.00
Aqua Chill of Orlando, LLC	300243	79839	Monthly Rental 10/25	\$ 45.00
Aqua Chill of Orlando, LLC	300243	80717	Monthly Rental 11/25	\$ 45.00
Aqua Chill of Orlando, LLC	300243	81582	Monthly Rental 12/25	\$ 45.00
Bobby Voisard	300228	BV010926	Board of Supervisor Meeting 01/09/26	\$ 200.00
Brian Meert	300229	BM010926	Board of Supervisor Meeting 01/09/26	\$ 200.00
Central Florida Gas	20260106-2	200000346664-121925	Utilities 12/25	\$ 301.72
Cintas Corporation	300207	4254036859	Supplies 12/25	\$ 170.99
Cintas Corporation	300215	4254872260	Supplies 12/25	\$ 170.99
Cintas Corporation	300215	4255749003	Supplies 01/26	\$ 170.99
Cintas Corporation	300238	4256453810	Supplies 01/26	\$ 170.99
DBPR	900001	011326 DBPR	License - AR261083	\$ 227.50
Deborah Higham	300230	DH010926	Board of Supervisor Meeting 01/09/26	\$ 200.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Diana Garcia	300216	122225 Garcia	Reimbursement for Chiavari Chairs 12/25	\$ 240.00
Duke Energy	20260127-1	9100 8863 5563-123025	7900 Oak Reflection Loop 12/25	\$ 36.32
Duke Energy	20260109-1	910082280489-121625	000 Solterra Blvd. Lite 11/25	\$ 823.41
Duke Energy	20260120-1	910082281688-122625	Lighting Charges 12/25	\$ 508.96
Duke Energy	20260105-1	910082282564-121125	000 Oakmont Blvd. Lite Solterra PH2A - SL 11/25	\$ 1,160.56
Duke Energy	20260127-1	910082331318-010626	Lighting Charges 12/25	\$ 1,081.25
Duke Energy	20260127-1	910082331491-122925	Electric Charges 12/25	\$ 30.80
Duke Energy	20260102-1	910082331904-121025	0 Oakmont Blvd. Lit @ Pine Tree Tr. 11/25	\$ 4,868.62
Duke Energy	20260127-1	910082332054-123025	Electric Charges 12/25	\$ 10,219.60
Duke Energy	20260127-1	910088635266-122925	000 Oakmont Blvd 12/25	\$ 954.04
Duke Energy	20260109-1	910088635414-121725	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL 12/25	\$ 1,429.89
Envera Systems	300244	763808	Security Monitoring 02/01/26-02/28/26	\$ 1,481.45
Fit Supply, LLC	300225	SO121272	Plan Renewal 01/26	\$ 1,900.00
Florida Department of Revenue	20260121-1	58-8017156128-8 12/25	Sales Tax 12/25	\$ 2,514.89
FTI/Florida Training & Investigations	300205	23204127	Guardhouse Security Services 11/11/25- 12/10/25	\$ 38,650.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
FTI/Florida Training & Investigations	300226	23204130	Guard House Security Services 12/11/25-01/09/26	\$ 41,850.00
Garden City Westbrook Holdco, LLC	300217	537500	Plumbing Repair 12/25	\$ 1,277.50
Garden City Westbrook Holdco, LLC	300217	C29821	HVAC Maintenance 09/25	\$ 623.28
Garden City Westbrook Holdco, LLC	300217	C30118	HVAC Maintenance 12/25	\$ 623.28
Insyte Security, LLC	300239	1146	Monthly Fee 01/26	\$ 710.00
Janitorial Superstore	300208	45052	Cleaning Supplies 12/25	\$ 979.75
Janitorial Superstore	300218	45254	Cleaning Supplies 01/26	\$ 259.45
Janitorial Superstore	300240	45775	Cleaning Supplies 01/26	\$ 891.59
John Young Corporation	300219	26855	Quarterly Maintenance 01/26	\$ 295.00
Karan Wienker	300231	KW010926	Board of Supervisor Meeting 01/09/26	\$ 200.00
Kilinski Van Wyk, PLLC	300245	14052	General Legal Services 12/25	\$ 10,720.55
Polk County BOCC	20260107-1	6770777	Reuse Oakmont Blvd. 11/25	\$ 3,282.70
Polk County BOCC	300213	6770827	Water Services 11/25	\$ 19,209.54
Polk County BOCC	20260107-1	6770879	4000 Oakmont Blvd 11/25	\$ 103.08
Polk County BOCC	20260107-1	6771186	Reuse 1 Misty Oak Cir 11/25	\$ 109.95

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 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	20260107-1	6771187	Reuse 1 Oak Green Loop 11/25	\$ 32.60
Polk County BOCC	20260107-1	6771188	Reuse Solterra Blvd 11/25	\$ 3,402.95
Polk County BOCC	20260107-1	6772209	Reuse Oakrise Loop 11/25	\$ 87.66
Polk County BOCC	20260107-1	6772391	Reuse Oak Blossom Dr 11/25	\$ 10.50
Polk County BOCC	20260107-1	6772433	7880 Reuse Oak Reflection Loop 11/25	\$ 953.00
Polk County BOCC	20260107-1	6772443	Reuse #2 Oakmoss Loop 11/25	\$ 68.96
Polk County BOCC	20260107-1	6772444	Reuse #4 Oakmoss Loop 11/25	\$ 104.32
Polk County BOCC	20260107-1	6772445	Reuse #1 Oak Spring Ln 11/25	\$ 183.88
Polk County BOCC	20260107-1	6772483	Reuse #5 Oakmoss Loop 11/25	\$ 93.27
Polk County Tax Collector	300220	186	Postage Expense FY25-26	\$ 766.89
Proptia	300221	8343	Monthly Security Service 01/26	\$ 775.00
Resort Pool Services	300241	30309	Monthly Pool Service 01/26	\$ 9,500.00
Resort Pool Services	300241	30340	Repairs 01/26	\$ 550.00
Resort Pool Services	300241	30353	Plunger Repair 01/26	\$ 285.00
Resort Pool Services	300241	30366	Pool Materials & Repairs 01/26	\$ 4,050.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 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.	300209	INV0000106288	Accounting Services 01/26	\$ 4,894.75
SK Print & Promo, LLC	300212	4147	50% Deposit - Letter Sign 12/25	\$ 4,994.38
Spectrum	20260114-1	24657012526	Internet 01/26	\$ 1,073.00
State Wide Glass, Inc	300236	I-25-4252	Replace Mirrors in Gym 11/25	\$ 1,298.08
Steadfast Environmental, LLC (San Antonio, FL)	300246	SA-18986	Aquatic Maintenance 01/26	\$ 2,393.00
Sumanth Neelam	300237	SN010926	Board of Supervisor Meeting 01/09/26	\$ 200.00
SunScape Landscape Management Services, Inc.	300227	14479	Landscape Maintenance 01/26	\$ 2,150.00
The Observer Group, Inc.	300222	26-00016K	Legal Advertising 01/26	\$ 207.81
TPG Lighting LLC	300223	100384	Solar Sign Lighting 50% 11/25	\$ 1,214.28
TPG Lighting LLC	300223	100546	Lighting 50% 11/25	\$ 3,304.80
Valley National Bank	20260127-2	123125-754 CC	Credit Card Expenses 12/25	\$ 7,249.16
Waste Connections of Florida	20260106-1	1582134W460	Compactor Charge 12/25	\$ 885.32
Xerox Financial Services	300242	41463908	Contract 211-0984566-001 01/26	\$ 352.69

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	300224	1063246	Pine Straw Install 12/25	\$ 35,490.00
Yellowstone Landscape	300224	1063247	Quarterly Injections 11/25	<u>\$ 750.00</u>
<b>Report Total</b>				<b><u>\$ 238,814.94</u></b>

# Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

## Operation and Maintenance Expenditures February 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2026 through February 28, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:                    **\$166,191.46**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aqua Chill of Orlando, LLC	300247	82447	Monthly Rental 01/26	\$ 45.00
Bobby Voisard	300255	BV011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Brian Meert	300256	BM011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Buddy's Pressure Washing	300261	13117	Exterior & Interior Wall Wash 01/26	\$ 1,800.00
Buddy's Pressure Washing	300276	13122	Roof Wash 02/26	\$ 300.00
Buddy's Pressure Washing	300276	13123	Roof Wash 02/26	\$ 300.00
Central Florida Gas	20230209-1	200000346664-012226	Utilities 01/26	\$ 301.72
Cintas Corporation	300270	4257197596	Supplies 01/26	\$ 170.99
Cintas Corporation	300270	4257976692	Supplies 01/26	\$ 170.99
Cintas Corporation	300262	4258742530	Supplies 02/26	\$ 170.99
Deborah Higham	300257	DH011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Duke Energy	20260223-1	9100 8233 2054-012926	Electric Charges 01/26	\$ 9,971.36
Duke Energy	20260220-1	9100 8863 5266-012826	000 Oakmont Blvd 01/26	\$ 963.99
Duke Energy	20260212-1	9100 8863 5414-012026	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL - 01/26	\$ 1,444.83
Duke Energy	20260212-1	910082280489-012026	Lighting Charges 01/26	\$ 827.30

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20260202-1	910082280679-010926	Electric Charges 12/25	\$ 30.80
Duke Energy	20260202-1	910082280835-010926	Electric Charges 12/25	\$ 88.93
Duke Energy	20260202-1	910082281034-010926	Electric Charges 12/25	\$ 30.80
Duke Energy	20260202-1	910082281232-010926	Lighting Charges 12/25	\$ 1,398.66
Duke Energy	20260202-1	910082281539-010926	Electric Charges 12/25	\$ 30.80
Duke Energy	20260219-1	910082281688-012726	Lighting Charges 01/26	\$ 514.18
Duke Energy	20260202-1	910082282209-010926	Electric Charges 12/25	\$ 30.80
Duke Energy	20260202-1	910082282382-010926	Electric Charges 12/25	\$ 30.80
Duke Energy	20260206-1	910082282564-011426	Lighting Charges 12/25	\$ 1,174.54
Duke Energy	20260202-1	910082331102-010926	Electric Charges 12/25	\$ 191.95
Duke Energy	20260226-1	910082331318-020326	Lighting Charges 01/26	\$ 1,060.87
Duke Energy	20260220-1	910082331491-012826	Electric Charges 01/26	\$ 30.80
Duke Energy	20260202-1	910082331714-010926	Electric Charges 12/25	\$ 19.54
Duke Energy	20260204-1	910082331904-011226	Lighting Charges 12/25	\$ 4,919.76
Duke Energy	20260223-1	910088635563-012926	Electric Charges 01/26	\$ 36.31

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	300271	31416	Policy Change #100125585 10/01/25-10/01/26	\$ 935.00
Florida Department of Revenue	20230220-1	5880171561288-013126	Sales Tax 01/26	\$ 1,957.47
Insyte Security, LLC	300272	1257	Service Call 01/26	\$ 28.12
Insyte Security, LLC	300272	1335	Gate Repairs 01/26	\$ 10,553.15
Insyte Security, LLC	300254	23028	Clubhouse Upgrade 10/25	\$ 7,701.14
Janitorial Superstore	300263	46958	Cleaning Supplies 02/26	\$ 733.05
John Young Corporation	300277	061297B	Final Pay 50%- Fitness Equipment 12/25	\$ 4,849.85
Kalina Brochowicz Fondo	300264	34 DEC 2025	DJ Services 12/25	\$ 600.00
Kalina Brochowicz Fondo	300278	35 JAN 2026	DJ Services 01/26	\$ 600.00
Karan Wienker	300258	KW011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
Kilinski Van Wyk, PLLC	300279	14262	General Legal Services 01/26	\$ 5,807.65
Legacy Concrete Construction and	300273	1473-2	Sidewalk Repair - Balance 01/26	\$ 3,888.00
Legacy Concrete Construction and	300280	1512	Sidewalk Installation 02/26	\$ 3,888.00
LLS Tax Solutions, Inc.	300265	004053	Rebate Calculation S2018 10/03/25	\$ 500.00
Polk County BOCC	20260212-2	6844968	Water Services 12/25	\$ 3,254.95

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Polk County BOCC	20260212-2	6845018	Water Services 12/25	\$ 16,136.37
Polk County BOCC	2026020-1	6845070	Monthly Water Utilities 12/25	\$ 114.50
Polk County BOCC	2026020-1	6845377	Water Services 12/25	\$ 30.39
Polk County BOCC	2026020-1	6845378	Water Services 12/25	\$ 112.16
Polk County BOCC	20260212-2	6845379	Water Services 12/25	\$ 2,699.95
Polk County BOCC	2026020-1	6846401	Water Services 12/25	\$ 107.74
Polk County BOCC	2026020-1	6846582	Water Services 12/25	\$ 10.50
Polk County BOCC	20260212-2	6846625	Water Services 12/25	\$ 869.75
Polk County BOCC	2026020-1	6846634	Monthly Utilities 12/25	\$ 71.17
Polk County BOCC	2026020-1	6846636	Monthly Water Utilities 12/25	\$ 104.32
Polk County BOCC	2026020-1	6846637	Water Services 12/25	\$ 144.10
Polk County BOCC	2026020-1	6846676	Water Services 12/25	\$ 93.27
Proptia	300274	8655	Monthly Security Service 02/26	\$ 775.00
Resort Pool Services	300286	30660	Monthly Pool Service 02/26	\$ 9,330.00
Rizzetta & Company, Inc.	300248	INV0000106710	Accounting Services 02/26	\$ 4,894.75

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum	20260217-1	0024657012526	Internet 02/26	\$ 1,073.00
Stantec Consulting Services, Inc.	300266	2518155	Engineering Services 12/25	\$ 4,655.00
Steadfast Contractors Alliance, LLC	300287	SA-19600	Aquatic Maintenance 02/26	\$ 2,393.00
Sumanth Neelam	300259	SN011526	Board of Supervisor Meeting 01/15/26	\$ 200.00
SunScape Landscape Management Services, Inc.	300288	14575	Landscape Maintenance 02/26	\$ 2,150.00
The Observer Group, Inc.	300275	26-00136K	Legal Advertising 01/26	\$ 54.69
The Observer Group, Inc.	300267	26-00192K	Legal Advertising 02/26	\$ 102.81
U.S. Bank	300281	8049657	Trustee Fees S2014 01/01/26-12/31/26	\$ 4,256.13
Waste Connections of Florida	20260205-1	1586161W460	Compactor Charge 01/26	\$ 2,020.37
Xerox Business Solutions	300268	IN3611439	Contract 211-0984566-001 08/25	\$ 1,037.81
Xerox Business Solutions	300268	IN3658266	Contract 211-0984566-001 09/25	\$ 756.18
Xerox Business Solutions	300268	IN3703439	Contract 211-0984566-001 10/25	\$ 899.82
Xerox Business Solutions	300268	IN3746521	Contract 211-0984566-001 11/25	\$ 1,361.42
Xerox Business Solutions	300282	IN3832394	Contract 211-0984566-001 01/26	\$ 1,020.47
Xerox Financial Services	300269	41602844	Contract 211-0984566-001 02/26	\$ 352.69

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	300260	1082919	Monthly MAintenance 01/26	\$ 16,166.00
Yellowstone Landscape	300260	1084045	Irrigation Repairs 01/26	\$ 886.75
Yellowstone Landscape	300260	1084046	Irrigation Repairs 01/26	\$ 742.60
Yellowstone Landscape	300260	1086680	Irrigation Repairs 09/25	\$ 1,027.83
Yellowstone Landscape	300260	1086691	Irrigation Repairs 10/25	\$ 383.00
Yellowstone Landscape	300260	1089929	Irrigation Repairs 11/25	\$ 838.83
Yellowstone Landscape	300290	1093256	Monthly Landscape Maintenance 02/26	\$ 16,166.00
<b>Report Total</b>				<b><u>\$ 166,191.46</u></b>

# **Tab 17**



**Proposal #: 650600**

Date: 1/16/2026

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

**Dead queen palm removal-pool**

DESCRIPTION	AMOUNT
Palm removal	\$547.96
General Labor-Pavers	\$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

<b>Subtotal</b>	<b>\$967.96</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$967.96</b>

**THIS IS NOT AN INVOICE**



**Proposal #: 677694**

Date: 3/19/2026

From: Virginia Alvarez Cortes

Landscape Enhancement Proposal for  
**Solterra CDD**

Brian Mendes  
 Rizzetta & Company

bmenes@rizzetta.com

**LOCATION OF PROPERTY**

5200 Solterra Blvd  
 Davenport, FL 33837

**2 1/2" mainline break- Solterra Exit ( along Pine Tree Trail)**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	4	\$65.00	\$260.00
2 1/2" slip fix	1	\$75.00	\$75.00
2 1/2" coupling	2	\$4.35	\$8.70
2 1/2" reclaimed pipe- Per feet	5	\$1.85	\$9.25

Proposal to repair 2 1/2" mainline break located on Solterra resort exit area along Pine Tree Trail.

Leak was discovered while on site walk with Jeff.

Mainline pipe came loose on glue area.



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

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

**AUTHORIZATION TO PERFORM WORK:**

By 

BRIAN MEERT

Print Name/Title

Date March 19, 2026

**Solterra CDD**

<b>Subtotal</b>	<b>\$352.95</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$352.95</b>

**THIS IS NOT AN INVOICE**

# Tab 18

## P and F Miami Service LLC

4045 Forrestal Ave Unit 4  
Orlando, FL 32806 US  
+14075068591  
servicespandf@gmail.com



## Quote

ADDRESS	SHIP TO	DATE	03/26/2026
Giovanni JOE Bullins 5200 Solterra Blvd. Davenport, FL 33837	Giovanni JOE Bullins 5200 Solterra Blvd. Davenport, FL 33837		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Artificial grass installation	<p>Scope of work: Artificial Grass Installation Measurements (sqft): 9315 Turf Model: Pf Jasper</p> <ul style="list-style-type: none"><li>• Whenever is necessary, present sod and soil will be removed, and the site graded to accommodate up to 3" of crush aggregate and a top layer of compacted sand whenever necessary (more material could be used to create desired undulations)</li><li>• Create a concrete retainer along the perimeter to contain the base and to secure the turf.</li><li>• Install weed control fabric to minimize the possibility for weed growth.</li><li>• The turf is placed, cut, and seamed according to manufacturer specifications.</li><li>• All perimeter edges and seams are glued down using heavy-duty outdoor turf adhesive (use of nails if required)</li><li>• Add a top coat of infill as required.</li></ul> <p>Note: Total square footage includes waste. P&amp;F is not responsible for weed growth. P&amp;F is not responsible for obtaining permits. The client must obtain the permits if required. P&amp;F is not responsible for moles. P&amp;F Is not responsible for cable or pipe</p>	9,315	6.15	57,287.25

SUBTOTAL	57,287.25
TAX	0.00
<hr/>	
TOTAL	<b>\$57,287.25</b>

Accepted By

Accepted Date

# P and F Miami Service LLC

4045 Forrestal Ave Unit 4  
Orlando, FL 32806 US  
+14075068591  
servicespandf@gmail.com



## Quote

ADDRESS	SHIP TO	DATE	03/26/2026
Giovanni JOE Bullins	Giovanni JOE Bullins		
5200 Solterra Blvd. Davenport, FL 33837	5200 Solterra Blvd. Davenport, FL 33837		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Artificial grass installation	<p>Scope of work: Artificial Grass Installation Measurements (sqft): 9315 Turf Model:PS70</p> <ul style="list-style-type: none"><li>• Whenever is necessary, present sod and soil will be removed, and the site graded to accommodate up to 3" of crush aggregate and a top layer of compacted sand whenever necessary (more material could be used to create desired undulations)</li><li>• Create a concrete retainer along the perimeter to contain the base and to secure the turf.</li><li>• Install weed control fabric to minimize the possibility for weed growth.</li><li>• The turf is placed, cut, and seamed according to manufacturer specifications.</li><li>• All perimeter edges and seams are glued down using heavy-duty outdoor turf adhesive (use of nails if required)</li><li>• Add a top coat of infill as required.</li></ul> <p>Note: Total square footage includes waste. P&amp;F is not responsible for weed growth. P&amp;F is not responsible for obtaining permits. The client must obtain the permits if required. P&amp;F is not responsible for moles. P&amp;F Is not responsible for cable or pipe</p>	9,315	8.75	81,506.25

SUBTOTAL	81,506.25
TAX	0.00
<hr/>	
TOTAL	<b>\$81,506.25</b>

Accepted By

Accepted Date

# P and F Miami Service LLC

4045 Forrestal Ave Unit 4  
Orlando, FL 32806 US  
+14075068591  
servicespandf@gmail.com



## Quote

ADDRESS	SHIP TO	DATE	03/26/2026
Giovanni JOE Bullins	Giovanni JOE Bullins		
5200 Solterra Blvd. Davenport, FL 33837	5200 Solterra Blvd. Davenport, FL 33837		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Artificial grass installation	<p>Scope of work: Artificial Grass Installation Measurements (sqft): 9315 Turf Model:Pet turf,EnvyPet</p> <ul style="list-style-type: none"><li>• Whenever is necessary, present sod and soil will be removed, and the site graded to accommodate up to 3" of crush aggregate and a top layer of compacted sand whenever necessary (more material could be used to create desired undulations)</li><li>• Create a concrete retainer along the perimeter to contain the base and to secure the turf.</li><li>• Install weed control fabric to minimize the possibility for weed growth.</li><li>• The turf is placed, cut, and seamed according to manufacturer specifications.</li><li>• All perimeter edges and seams are glued down using heavy-duty outdoor turf adhesive (use of nails if required)</li><li>• Add a top coat of infill as required.</li></ul> <p>Note: Total square footage includes waste. P&amp;F is not responsible for weed growth. P&amp;F is not responsible for obtaining permits. The client must obtain the permits if required. P&amp;F is not responsible for moles. P&amp;F Is not responsible for cable or pipe</p>	9,315	7.50	69,862.50

SUBTOTAL	69,862.50
TAX	0.00
<hr/>	
TOTAL	<b>\$69,862.50</b>

Accepted By

Accepted Date

# Tab 19



**Proposal #: 680442**

Date: 3/26/2026

From: Virginia Alvarez Cortes

Proposal for  
**Solterra CDD**

Brian Mendes  
Rizzetta & Company

bmenes@rizzetta.com

LOCATION OF PROPERTY

5200 Solterra Blvd  
Davenport, FL 33837

**Artificial turf install surrounding volleyball court**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Artificial turf install- sqft	11,385	\$7.57	\$86,184.45

Proposal to remove existing surface material and install new artificial turf surrounding volleyball court.

Total Area: 11,385 sq ft

Installation Process

1. Site Preparation

- Remove existing surface material (pour-in-place, sod, soil, or other).
- Grade site to accommodate up to 3" of crushed aggregate base with a top layer of compacted sand as needed.
- Additional material may be added to create desired undulations on putting green installations.

2. Base Installation

- Install new aggregate base material.
- Grade and compact base to 95% compaction to ensure proper drainage.
- Construct a perimeter retainer to contain the base and secure turf if needed.

3. Turf Installation

- Lay and align artificial turf according to manufacturer specifications.

- Cut and seam turf in a uniform direction throughout installation.
- Secure perimeter edges and seams using heavy-duty outdoor turf adhesive; 6”

landscape nails will be used where required.

4. Final Touches

- Apply silica sand in?ll evenly across surface.
- Power brush to ensure turf blades stand upright.
- Trim all edges and inspect seams and drainage for quality assurance.

Two year workmanship warranty and 15 year product warranty 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

<b>Subtotal</b>	<b>\$86,184.45</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$86,184.45</b>

**THIS IS NOT AN INVOICE**

## **Tab 20**

**Fence Central**  
5880 LUCERNE PARK RD  
WINTER HAVEN, FL 33881



## PROPOSAL

**Presented to:**  
**Rizzetta & Company**  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

**Job #** 27083  
**Proposal #** P-27083-1  
**Technician** Branden Colton  
**Issue Date** Mar 27 2026

**Customer Contact:**  
M: (407) 472-2471  
E: [GMassimino@rizzetta.com](mailto:GMassimino@rizzetta.com)

**Service Location:**  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

**Price: \$16,450.00**

### Description

#### Fence Central Install

Fence Central to install 448LF of 4' tall Black commercial grade Aluminum fence with two 5' wide walk gates

**Price**

**\$16,450.00**

**Review and Sign**

### Customer Approval:

I accept this proposal and agree to the terms and conditions.

### Contractor Warranties:

#### *Workmanship Warranty:*

Fence Central provides a three-year workmanship warranty, covering any issues arising from installation craftsmanship. This warranty does not cover product defects or damage caused by weather conditions. Any warranties related to materials are provided by the manufacturer and vary based on the specific product.

### Contract Terms:

**All estimates are valid for seven (7) calendar days from the date of issue unless otherwise stated in writing by Fence Central.**

Payment Terms

A 3% processing fee applies to all payments made using personal or business credit cards and business debit cards.

Personal debit cards are exempt from this fee.

For all non-financed payments (cash, check, or other non-financed methods), a 50% deposit is required at the time of contract signing. The remaining balance is due upon completion of installation.

Any invoice unpaid more than fifteen (15) days after the due date will incur a 5% late fee.

#### Promotional & Discount Programs

First Responder discounts may not be combined with promotional pricing, special offers, or financing programs. The customer must select one (1) pricing option only at the time of contract signing. Once materials are ordered or permits are submitted, the selected pricing option may not be changed.

#### Cancellation Policy

The customer may cancel this contract within three (3) calendar days of signing without penalty.

After three (3) days, a 10% cancellation fee will apply, in addition to the cost of any permit fees, ordered materials, or special-order materials incurred up to the date of cancellation.

#### Fence Footage Variance Clause

Fence Central strives to provide accurate linear footage estimates. Due to site conditions, grade changes, and layout adjustments, final installed footage may vary.

- If the final installed footage varies by five (5) feet or less (over or under), no price adjustment will be made.
- If the installed footage exceeds the estimate by more than five (5) feet, the customer will be billed only for the footage exceeding five (5) feet.
- If the installed footage is shorter by more than five (5) feet, the customer will be refunded only for the footage exceeding five (5) feet.

This clause applies to linear footage only and does not apply to gates, custom fabrication, material changes, or specialty features.

#### Liability & Installation Terms

##### Irrigation & Underground Utilities

Fence Central is not responsible for the removal, relocation, repair, or replacement of irrigation systems or underground utilities affected during installation.

Reasonable care will be taken to avoid known systems, including irrigation, pools, septic, and sewage lines. The homeowner accepts responsibility for any damage to irrigation, septic, or sewer systems not properly identified.

Irrigation heads located on or beyond the property line must be relocated by the homeowner prior to installation.

##### Property Lines & Surveys

Fence installation will be placed near the presumed property line, but not directly on it, to preserve ownership integrity.

The customer is responsible for providing an official property survey confirming boundary locations.

If a survey is not provided, Fence Central will make reasonable efforts to approximate boundaries but assumes no liability for inaccuracies.

If the fence is later determined to be off the property line, the homeowner is responsible for all relocation costs,

including labor, survey, and any legal expenses.

By declining to provide a survey, the homeowner releases Fence Central from all liability related to boundary disputes.

#### Public & Private Utilities

Public utilities will be located and marked by local utility locating services prior to installation.

The identification and marking of private utilities (including septic systems, drain fields, propane lines, invisible fences, electrical, or irrigation) is solely the homeowner's responsibility.

#### Site-Specific Considerations

Fence Central is not responsible for:

- Gaps between new fencing and existing fences, walls, or community barriers
- Modifications to HOA or neighboring structures
- Damage to pavers, bricks, decorative concrete, or slabs
- Surface cracking caused by core drilling

If underground obstructions (roots, metal, footers, rock, or concrete) are encountered, additional labor or material charges may apply.

#### Customer Responsibilities

The homeowner agrees to:

- Provide clear and unrestricted access to the installation area
- Remove all personal items, debris, brush, and obstacles along the fence line
- Secure pets and occupants during installation
- Maintain adequate homeowners and liability insurance during the project

If an existing fence is removed, the homeowner is responsible for securing the property until installation is completed.

Fence Central maintains current general liability and workers' compensation insurance coverage.

#### Exclusions & Additional Terms

Fence Central shall not be held responsible for:

- Damage caused by third parties, animals, or pets
- Escape or entry of animals or individuals through the fence
- Acts of nature, including wind, rain, hurricanes, flooding, or ground movement
- Natural characteristics of wood materials including splitting, warping, bowing, or color variation
- Any materials remaining at the jobsite; surplus materials remain property of Fence Central
- Attorney fees, collection costs, or court expenses related to non-payment

Fence Central reserves the right to photograph the project before, during, and after installation for documentation and marketing purposes.

**Fence Central**  
5880 LUCERNE PARK RD  
WINTER HAVEN, FL 33881



## PROPOSAL

**Presented to:**  
**Rizzetta & Company**  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

**Job #** 27083  
**Proposal #** P-27083-2  
**Technician** Branden Colton  
**Issue Date** Mar 27 2026

**Customer Contact:**  
M: (407) 472-2471  
E: [GMassimino@rizzetta.com](mailto:GMassimino@rizzetta.com)

**Service Location:**  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

**Price: \$13,540.00**

### Description

#### Fence Central Install

Fence Central to install 448LF of 4' tall Black Residential grade Aluminum fence with two 5' wide walk gates

Price

**\$13,540.00**

[Review and Sign](#)

### Customer Approval:

I accept this proposal and agree to the terms and conditions.

### Contractor Warranties:

#### *Workmanship Warranty:*

Fence Central provides a three-year workmanship warranty, covering any issues arising from installation craftsmanship. This warranty does not cover product defects or damage caused by weather conditions. Any warranties related to materials are provided by the manufacturer and vary based on the specific product.

### Contract Terms:

**All estimates are valid for seven (7) calendar days from the date of issue unless otherwise stated in writing by Fence Central.**

Payment Terms

A 3% processing fee applies to all payments made using personal or business credit cards and business debit cards.

Personal debit cards are exempt from this fee.

For all non-financed payments (cash, check, or other non-financed methods), a 50% deposit is required at the time of contract signing. The remaining balance is due upon completion of installation.

Any invoice unpaid more than fifteen (15) days after the due date will incur a 5% late fee.

#### Promotional & Discount Programs

First Responder discounts may not be combined with promotional pricing, special offers, or financing programs. The customer must select one (1) pricing option only at the time of contract signing. Once materials are ordered or permits are submitted, the selected pricing option may not be changed.

#### Cancellation Policy

The customer may cancel this contract within three (3) calendar days of signing without penalty.

After three (3) days, a 10% cancellation fee will apply, in addition to the cost of any permit fees, ordered materials, or special-order materials incurred up to the date of cancellation.

#### Fence Footage Variance Clause

Fence Central strives to provide accurate linear footage estimates. Due to site conditions, grade changes, and layout adjustments, final installed footage may vary.

- If the final installed footage varies by five (5) feet or less (over or under), no price adjustment will be made.
- If the installed footage exceeds the estimate by more than five (5) feet, the customer will be billed only for the footage exceeding five (5) feet.
- If the installed footage is shorter by more than five (5) feet, the customer will be refunded only for the footage exceeding five (5) feet.

This clause applies to linear footage only and does not apply to gates, custom fabrication, material changes, or specialty features.

#### Liability & Installation Terms

##### Irrigation & Underground Utilities

Fence Central is not responsible for the removal, relocation, repair, or replacement of irrigation systems or underground utilities affected during installation.

Reasonable care will be taken to avoid known systems, including irrigation, pools, septic, and sewage lines. The homeowner accepts responsibility for any damage to irrigation, septic, or sewer systems not properly identified.

Irrigation heads located on or beyond the property line must be relocated by the homeowner prior to installation.

##### Property Lines & Surveys

Fence installation will be placed near the presumed property line, but not directly on it, to preserve ownership integrity.

The customer is responsible for providing an official property survey confirming boundary locations.

If a survey is not provided, Fence Central will make reasonable efforts to approximate boundaries but assumes no liability for inaccuracies.

If the fence is later determined to be off the property line, the homeowner is responsible for all relocation costs,

including labor, survey, and any legal expenses.

By declining to provide a survey, the homeowner releases Fence Central from all liability related to boundary disputes.

#### Public & Private Utilities

Public utilities will be located and marked by local utility locating services prior to installation.

The identification and marking of private utilities (including septic systems, drain fields, propane lines, invisible fences, electrical, or irrigation) is solely the homeowner's responsibility.

#### Site-Specific Considerations

Fence Central is not responsible for:

- Gaps between new fencing and existing fences, walls, or community barriers
- Modifications to HOA or neighboring structures
- Damage to pavers, bricks, decorative concrete, or slabs
- Surface cracking caused by core drilling

If underground obstructions (roots, metal, footers, rock, or concrete) are encountered, additional labor or material charges may apply.

#### Customer Responsibilities

The homeowner agrees to:

- Provide clear and unrestricted access to the installation area
- Remove all personal items, debris, brush, and obstacles along the fence line
- Secure pets and occupants during installation
- Maintain adequate homeowners and liability insurance during the project

If an existing fence is removed, the homeowner is responsible for securing the property until installation is completed.

Fence Central maintains current general liability and workers' compensation insurance coverage.

#### Exclusions & Additional Terms

Fence Central shall not be held responsible for:

- Damage caused by third parties, animals, or pets
- Escape or entry of animals or individuals through the fence
- Acts of nature, including wind, rain, hurricanes, flooding, or ground movement
- Natural characteristics of wood materials including splitting, warping, bowing, or color variation
- Any materials remaining at the jobsite; surplus materials remain property of Fence Central
- Attorney fees, collection costs, or court expenses related to non-payment

Fence Central reserves the right to photograph the project before, during, and after installation for documentation and marketing purposes.

**Fence Central**  
5880 LUCERNE PARK RD  
WINTER HAVEN, FL 33881



## PROPOSAL

**Presented to:**  
**Rizzetta & Company**  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

**Job #** 27083  
**Proposal #** P-27083-3  
**Technician** Branden Colton  
**Issue Date** Mar 27 2026

**Customer Contact:**  
M: (407) 472-2471  
E: [GMassimino@rizzetta.com](mailto:GMassimino@rizzetta.com)

**Service Location:**  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

**Price: \$19,019.00**

### Description

#### Fence Central Install

Fence Central to install 448LF of 6' tall Black Residential grade Aluminum fence with two 5' wide walk gates

**Price**

**\$19,019.00**

**Review and Sign**

### Customer Approval:

I accept this proposal and agree to the terms and conditions.

### Contractor Warranties:

#### *Workmanship Warranty:*

Fence Central provides a three-year workmanship warranty, covering any issues arising from installation craftsmanship. This warranty does not cover product defects or damage caused by weather conditions. Any warranties related to materials are provided by the manufacturer and vary based on the specific product.

### Contract Terms:

**All estimates are valid for seven (7) calendar days from the date of issue unless otherwise stated in writing by Fence Central.**

Payment Terms

A 3% processing fee applies to all payments made using personal or business credit cards and business debit cards.

Personal debit cards are exempt from this fee.

For all non-financed payments (cash, check, or other non-financed methods), a 50% deposit is required at the time of contract signing. The remaining balance is due upon completion of installation.

Any invoice unpaid more than fifteen (15) days after the due date will incur a 5% late fee.

#### Promotional & Discount Programs

First Responder discounts may not be combined with promotional pricing, special offers, or financing programs. The customer must select one (1) pricing option only at the time of contract signing. Once materials are ordered or permits are submitted, the selected pricing option may not be changed.

#### Cancellation Policy

The customer may cancel this contract within three (3) calendar days of signing without penalty.

After three (3) days, a 10% cancellation fee will apply, in addition to the cost of any permit fees, ordered materials, or special-order materials incurred up to the date of cancellation.

#### Fence Footage Variance Clause

Fence Central strives to provide accurate linear footage estimates. Due to site conditions, grade changes, and layout adjustments, final installed footage may vary.

- If the final installed footage varies by five (5) feet or less (over or under), no price adjustment will be made.
- If the installed footage exceeds the estimate by more than five (5) feet, the customer will be billed only for the footage exceeding five (5) feet.
- If the installed footage is shorter by more than five (5) feet, the customer will be refunded only for the footage exceeding five (5) feet.

This clause applies to linear footage only and does not apply to gates, custom fabrication, material changes, or specialty features.

#### Liability & Installation Terms

##### Irrigation & Underground Utilities

Fence Central is not responsible for the removal, relocation, repair, or replacement of irrigation systems or underground utilities affected during installation.

Reasonable care will be taken to avoid known systems, including irrigation, pools, septic, and sewage lines. The homeowner accepts responsibility for any damage to irrigation, septic, or sewer systems not properly identified.

Irrigation heads located on or beyond the property line must be relocated by the homeowner prior to installation.

##### Property Lines & Surveys

Fence installation will be placed near the presumed property line, but not directly on it, to preserve ownership integrity.

The customer is responsible for providing an official property survey confirming boundary locations.

If a survey is not provided, Fence Central will make reasonable efforts to approximate boundaries but assumes no liability for inaccuracies.

If the fence is later determined to be off the property line, the homeowner is responsible for all relocation costs,

including labor, survey, and any legal expenses.

By declining to provide a survey, the homeowner releases Fence Central from all liability related to boundary disputes.

#### Public & Private Utilities

Public utilities will be located and marked by local utility locating services prior to installation.

The identification and marking of private utilities (including septic systems, drain fields, propane lines, invisible fences, electrical, or irrigation) is solely the homeowner's responsibility.

#### Site-Specific Considerations

Fence Central is not responsible for:

- Gaps between new fencing and existing fences, walls, or community barriers
- Modifications to HOA or neighboring structures
- Damage to pavers, bricks, decorative concrete, or slabs
- Surface cracking caused by core drilling

If underground obstructions (roots, metal, footers, rock, or concrete) are encountered, additional labor or material charges may apply.

#### Customer Responsibilities

The homeowner agrees to:

- Provide clear and unrestricted access to the installation area
- Remove all personal items, debris, brush, and obstacles along the fence line
- Secure pets and occupants during installation
- Maintain adequate homeowners and liability insurance during the project

If an existing fence is removed, the homeowner is responsible for securing the property until installation is completed.

Fence Central maintains current general liability and workers' compensation insurance coverage.

#### Exclusions & Additional Terms

Fence Central shall not be held responsible for:

- Damage caused by third parties, animals, or pets
- Escape or entry of animals or individuals through the fence
- Acts of nature, including wind, rain, hurricanes, flooding, or ground movement
- Natural characteristics of wood materials including splitting, warping, bowing, or color variation
- Any materials remaining at the jobsite; surplus materials remain property of Fence Central
- Attorney fees, collection costs, or court expenses related to non-payment

Fence Central reserves the right to photograph the project before, during, and after installation for documentation and marketing purposes.

**Fence Central**  
5880 LUCERNE PARK RD  
WINTER HAVEN, FL 33881



## PROPOSAL

**Presented to:**  
**Rizzetta & Company**  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

**Job #** 27083  
**Proposal #** P-27083-4  
**Technician** Branden Colton  
**Issue Date** Mar 27 2026

**Customer Contact:**  
M: (407) 472-2471  
E: [GMassimino@rizzetta.com](mailto:GMassimino@rizzetta.com)

**Service Location:**  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

**Price: \$21,110.00**

### Description

#### Fence Central Install

Fence Central to install 448LF of 6' tall Black commercial grade Aluminum fence with two 5' wide walk gates

**Price**

**\$21,110.00**

[Review and Sign](#)

### Customer Approval:

I accept this proposal and agree to the terms and conditions.

### Contractor Warranties:

#### *Workmanship Warranty:*

Fence Central provides a three-year workmanship warranty, covering any issues arising from installation craftsmanship. This warranty does not cover product defects or damage caused by weather conditions. Any warranties related to materials are provided by the manufacturer and vary based on the specific product.

### Contract Terms:

**All estimates are valid for seven (7) calendar days from the date of issue unless otherwise stated in writing by Fence Central.**

Payment Terms

A 3% processing fee applies to all payments made using personal or business credit cards and business debit cards.

Personal debit cards are exempt from this fee.

For all non-financed payments (cash, check, or other non-financed methods), a 50% deposit is required at the time of contract signing. The remaining balance is due upon completion of installation.

Any invoice unpaid more than fifteen (15) days after the due date will incur a 5% late fee.

#### Promotional & Discount Programs

First Responder discounts may not be combined with promotional pricing, special offers, or financing programs. The customer must select one (1) pricing option only at the time of contract signing. Once materials are ordered or permits are submitted, the selected pricing option may not be changed.

#### Cancellation Policy

The customer may cancel this contract within three (3) calendar days of signing without penalty.

After three (3) days, a 10% cancellation fee will apply, in addition to the cost of any permit fees, ordered materials, or special-order materials incurred up to the date of cancellation.

#### Fence Footage Variance Clause

Fence Central strives to provide accurate linear footage estimates. Due to site conditions, grade changes, and layout adjustments, final installed footage may vary.

- If the final installed footage varies by five (5) feet or less (over or under), no price adjustment will be made.
- If the installed footage exceeds the estimate by more than five (5) feet, the customer will be billed only for the footage exceeding five (5) feet.
- If the installed footage is shorter by more than five (5) feet, the customer will be refunded only for the footage exceeding five (5) feet.

This clause applies to linear footage only and does not apply to gates, custom fabrication, material changes, or specialty features.

#### Liability & Installation Terms

##### Irrigation & Underground Utilities

Fence Central is not responsible for the removal, relocation, repair, or replacement of irrigation systems or underground utilities affected during installation.

Reasonable care will be taken to avoid known systems, including irrigation, pools, septic, and sewage lines. The homeowner accepts responsibility for any damage to irrigation, septic, or sewer systems not properly identified.

Irrigation heads located on or beyond the property line must be relocated by the homeowner prior to installation.

##### Property Lines & Surveys

Fence installation will be placed near the presumed property line, but not directly on it, to preserve ownership integrity.

The customer is responsible for providing an official property survey confirming boundary locations.

If a survey is not provided, Fence Central will make reasonable efforts to approximate boundaries but assumes no liability for inaccuracies.

If the fence is later determined to be off the property line, the homeowner is responsible for all relocation costs,

including labor, survey, and any legal expenses.

By declining to provide a survey, the homeowner releases Fence Central from all liability related to boundary disputes.

#### Public & Private Utilities

Public utilities will be located and marked by local utility locating services prior to installation.

The identification and marking of private utilities (including septic systems, drain fields, propane lines, invisible fences, electrical, or irrigation) is solely the homeowner's responsibility.

#### Site-Specific Considerations

Fence Central is not responsible for:

- Gaps between new fencing and existing fences, walls, or community barriers
- Modifications to HOA or neighboring structures
- Damage to pavers, bricks, decorative concrete, or slabs
- Surface cracking caused by core drilling

If underground obstructions (roots, metal, footers, rock, or concrete) are encountered, additional labor or material charges may apply.

#### Customer Responsibilities

The homeowner agrees to:

- Provide clear and unrestricted access to the installation area
- Remove all personal items, debris, brush, and obstacles along the fence line
- Secure pets and occupants during installation
- Maintain adequate homeowners and liability insurance during the project

If an existing fence is removed, the homeowner is responsible for securing the property until installation is completed.

Fence Central maintains current general liability and workers' compensation insurance coverage.

#### Exclusions & Additional Terms

Fence Central shall not be held responsible for:

- Damage caused by third parties, animals, or pets
- Escape or entry of animals or individuals through the fence
- Acts of nature, including wind, rain, hurricanes, flooding, or ground movement
- Natural characteristics of wood materials including splitting, warping, bowing, or color variation
- Any materials remaining at the jobsite; surplus materials remain property of Fence Central
- Attorney fees, collection costs, or court expenses related to non-payment

Fence Central reserves the right to photograph the project before, during, and after installation for documentation and marketing purposes.

# Tab 21



Estimate #: JD419  
Estimate Date: 3/25/2026  
Expiration Date: 4/5/2026

## Commercial Sales

### PROJECT NAME AND LOCATION

Solterra  
5200 Solterra Blvd  
Davenport, FL 33837

### CUSTOMER INFORMATION

**Customer Name and Address:**

Rizzetta & Company  
8529 South Park Circle Suite 330  
Orlando, FL 33819

**Contact Name and Information:**

Giovanni Massimino  
407-472-2471  
GMassimino@rizzetta.com

### FENCE OUTLET CONTACT INFORMATION

**Sales Representative:**

Jason Downs  
813-699-4163  
Jason.Downs@FenceOutlet.com

### DESCRIPTION OF WORK AND ESTIMATE

Furnish and Install:

Option 1:  
438' of 4'H Black Aluminum Fence - Residential Grade - 3 Rail Flat Top  
(2) 4'H x 5'W Gates with Standard Hardware  
\$10,557.00

Option 2:  
438' of 4'H Black Aluminum Fence - Commercial Grade - 3 Rail Flat Top  
(2) 4'H x 5'W Gates with Standard Hardware  
\$16,241.00

Option 3:  
438' of 5'H Black Aluminum Fence - Commercial Grade - 3 Rail Flat Top  
(2) 5'H x 5'W Gates with Standard Hardware  
\$12,909.00

Option 4:  
438' of 6'H Black Aluminum Fence - Commercial Grade - 3 Rail Flat Top  
(2) 6'H x 5'W Gates with Standard Hardware  
\$14,208.00

Price Includes Permit Running - Permit Fees Charged AT COST Via Separate Invoice

**ESTIMATE TOTAL COST:** See Above

FENCE OUTLET TERMS AND CONDITIONS

CONDITIONS:

- 1. Fence Outlet shall not be responsible for any site preparation.
2. The Owner/Contractor must place stakes every 50 linear feet, clearly marking any corner and end posts.
3. The Owner/Contractor must ensure a 10-foot wide, clear and stable path along the fence line.
4. Core drilling, cutting through asphalt, and excavation through rock are excluded from this estimate unless otherwise specified.
5. The Owner/Contractor must remove any utilities, trees, roots, limbs, or other obstacles that could impede the fence installation.
6. Fence Outlet will assist in identifying the general fence layout upon request; however, Fence Outlet assumes no responsibility for the identifying or verifying property lines and does not guarantee their accuracy.
7. Fence Outlet will locate public underground utilities using standard services but will not be responsible for private or unmarked underground lines.
8. The estimated price includes a single mobilization unless explicitly noted otherwise.
9. Site delays (downtime) caused by the Owner/Contractor or any other trade will lead to additional costs.
10. A final walkthrough is mandatory, and any concerns must be raised during this time.
11. Fence Outlet retains ownership of all materials until full payment is received.
12. In the event of cancellation after execution of this agreement, the buyer agrees to reimburse Fence outlet for all the material costs, labor rendered, and up to 50% of the contract value as liquidated damages.
13. Timelines: Fence Outlet will make reasonable efforts to adhere to mutually agreed project timelines.
14. Substitutions: If specified materials are unavailable, Fence Outlet may substitute with a product of equal or greater value and similar appearance, with prior approval from the customer.

TERMS:

- 1. The Fence Outlet terms and conditions must be incorporated into the final contract.
2. Any modifications to the initial agreement, whether in product, terms, or conditions, will necessitate a mutually agreed-upon change order.
3. Retainage payments must be made within 30 days of project completion.
4. Final payment is due within 30 days of project completion. A 1.5% monthly finance charge will be applied to unpaid balances beyond this period.
5. Fence Outlet shall not be liable for delays caused by Force Majeure.
6. Charges will apply for safety training, bonds, and background checks as necessary.
7. Fence Outlet provides a one-year warranty on workmanship. Material warranties are provided by the manufacturer.
8. Installation scheduling requires the following: a fully executed contract, approved site plans, notice of commencement, a 33% deposit for materials, and an approved permit.
9. Progress payments will be billed for projects extending beyond 30 days.
10. The customer agrees to pay all interest, late fees, and reasonable legal or collection costs incurred in the event of nonpayment.
11. Dispute Resolution: In the event of a dispute, both parties agree to make reasonable efforts to resolve the matter amicably.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Fence Outlet

Owner/Contractor

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By accepting this proposal, issuing a purchase order, or incorporating this document into a contract by reference, the customer acknowledges and agrees to Fence Outlet's terms and conditions as outlined herein.



Orlando • Oviedo • Tampa • North Port • Port Richey • Melbourne • Daytona • Jacksonville

Re: [EXTERNAL]Re: Request for Fence Quote - Solterra Resort CDD

 Summarize



Branden Colton <branden@fencecentralfl.com>

To  Giovanni Massimino;  Brian Mendes



 Reply

 Reply All

 Forward



Thu 3/26/2026 4:55 PM

 Follow up. Start by Friday, March 27, 2026. Due by Friday, March 27, 2026.

You replied to this message on 3/27/2026 8:36 AM.

If there are problems with how this message is displayed, click here to view it in a web browser.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

4' residential grade \$13,540

6' residential grade \$19,019

4' commercial grade \$16,450

6' commercial grade \$21,110.

This is 448LF of black aluminum with two gates.

If you need me to send it in a formal quote please let me know I just wanted to get this back to you ASAP

Best Regards,

Branden Colton

Commercial Sales Specialist

Fence Central

Cell: 863-604-9329

Office: 863-353-2633

[www.fencecentralfl.com](http://www.fencecentralfl.com)

## **Tab 22**



LLS Tax Solutions Inc.  
1645 Sun City Center Plz.,  
#5027  
Sun City Center, FL 33571  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

February 5, 2026

VillaSol Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to VillaSol Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- VillaSol Community Development District  
\$2,145,000 Special Assessment Revenue Refunding Bonds, Series 2018A-1 (Senior Lien)  
\$370,000 Special Assessment Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien)

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in the determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to

certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for the services listed above for the three-year bond period beginning February 1, 2025, through the period ending January 31, 2028, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

**ACCEPTANCE**

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
VillaSol Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_