



Rizzetta & Company

# **Solterra Resort Community Development District**

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**Board of Supervisors  
Meeting  
May 1<sup>st</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.

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

**April 24, 2025**

## FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **May 1<sup>st</sup>, 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. District Engineer
    - 1. Stormwater Inspection Updates
    - 2. Updates on Speed Hump Project
  - B. Shade Session - Discussion of Amenities
  - C. Aquatic Maintenance Updates
    - 1. April 2026 Waterway Inspection Report ..... Tab 1
  - D. Pool Operations Updates
    - 1. Legal Review Updates on Pool Resurface (Under Separate Cover)
  - E. Landscape Maintenance Updates
    - 1. Landscape Inspection Report..... Tab 2
    - 2. Irrigation Inspection Report ..... Tab 3
    - 3. Consideration of Landscape Proposals
      - 1. Feb March & April 2026 Irrigation Repairs..... Tab 4
      - 2. Feb March & April 2026 Small Irrigation Repairs..... Tab 5
  - F. F&B Operations Updates
    - 1. March 2026 Monthly Packet ..... Tab 6
    - 2. Consideration of Fiscal Year 2027 Annual Plan For Café ..... Tab 7
  - G. General Manager Updates Report ..... Tab 8
    - 1. Consideration of Courtyard Recreation Enhancement Proposals ..... Tab 9
    - 2. Updates on Turf Installation (Heat Resistant Technology)
    - 3. Discussion of Property Enhancements
      - 1. The Orchard ..... Tab 10
      - 2. The Splash at Solterra Resort ..... Tab 11
- 4. STAFF REPORTS**
  - A. District Counsel..... Tab 12
    - 1. Consideration of License Agreement for 2027 Passover Event
  - B. District Manager
    - 1. Review of Guard House Extension (Under Separate Cover)
    - 2. Q1 Website Audit Review ..... Tab 13
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting

	held on April 3 <sup>rd</sup> , 2026, .....	Tab 14
	B. Ratification of Operation and Maintenance Expenditures for the Months of October - December 2025 & March 2026.....	Tab 15
<b>6.</b>	<b>BUSINESS ITEMS</b>	
	A. Ratification of District Items .....	Tab 16
	1. Resolution 2026-10, Authorizing Spending Authority	
	2. FIA Liquor License & Restaurant Insurance Coverage	
	3. Egis Utility Bond Renewal Policy	
	B. Review of Investment Opportunities (Under Separate Cover)	
	C. Consideration of Sidewalk Repair Proposal	
	1. Precision Sidewalk .....	Tab 17
	D. Consideration of Resolution 2026-14, Approving 26/27 Proposed Budget & Setting Public Hearing.....	Tab 18
	E. Consideration of Resolution 2026-15, Reappointing Assistant Treasurer .....	Tab 19
	F. Consideration of Resolution 2026-16, Setting a Public Hearing to Adopt Amended and Restated Amenity Policies .....	Tab 20
<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:**

4/23/2026 1:48 PM

**Prepared by:**

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM  
813-836-7940

# Inspection Report

## SITE: 20

Condition:    Excellent    Great     Good    Poor    Mixed Condition    Improving



### Comments:

Left: January, Right: April

Shoreline grasses are starting to grow at the water's edge. This along with most other ponds were treated yesterday with an herbicide mix. Allow about a week for decay to become visible. Follow ups will be done as needed.

Lily density has greatly increased. Cutback treatments will be done for a time moving forward.

No algae observed.

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

## SITE: 21

Condition:    Excellent     Great    Good    Poor    Mixed Condition    Improving



### Comments:

Left: January, Right: April

Lilies are taking full advantage of what little moisture is present in the dry pond bed. Treatments to quell some of this growth will be done before water levels return.

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

# Inspection Report

**SITE: 22**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

Still completely dry. Even the terrestrial grasses are having difficulty growing.

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

**SITE: 23**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

More lily growth; additional treatments needed like those mentioned above. Shoreline grasses will also be addressed. No algae observed.

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

# Inspection Report

**SITE: 24**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

More new lily growth in need of treatment.  
 Previous nuisance grass growth has completely decayed.  
 Any algae present is also decaying. A follow up treatment will be done next visit of needed.

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

**SITE: 25**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

More new lily growth in need of treatment.  
 The filamentous algae will also be addressed at that time.

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

# Inspection Report

**SITE: 26**

Condition:    Excellent    Great     Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

Filamentous algae present around the perimeter. This will be treated next visit. New nuisance grass growth will also be addressed at that time.

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

**SITE: 27**

Condition:     Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

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

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

# Inspection Report

**SITE: 28**

Condition:    Excellent    Great     Good    Poor     Mixed Condition    Improving



**Comments:**

Left: January, Right: April

Unsurprisingly, lilies have grown quickly. Given similar conditions in most other ponds, I will set one service this month to be solely for them and shoreline grasses. The orange algae is still present due to drought conditions. We will be treating it in a nearby community soon, I will ask the tech to swing by here and treat it as well.

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

**SITE: 29**

Condition:    Excellent     Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Left: January, Right: April

Dry retention area. Monitoring will continue if water returns.

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

## MANAGEMENT SUMMARY



Waterways are in a unique state right now. An historic drought combined with a hearty start to growing season are creating optimal conditions for vegetative and algal growth. Many invasive aquatic plants require very little water to thrive. Now that daily temperatures are holding in the 80's, any bit of rain is bringing rapid growth. These conditions have also begun raising water temperatures to ideal algal bloom range. Many ponds are basically large, hot puddles of standing water. With nothing to replenish ponds, full algae blooms can appear in under 72 hours and may not decay within the normal 7-10 days when treated. All technicians are running seasonal mixes for these conditions. The continued use of phosphorous abatement products in these mixes will slowly build potency in ponds and help keep rapid algal growth under control.

Very unexpected conditions today. Lily growth has exploded in the last few months from the weather change. Should the board want, we can start cutting this growth back to more manageable coverage levels. It does look worse now due to low water; the lilies will spread out in the ponds once the rainy season starts. Extra efforts at reducing shoreline grasses this month have been highly effective. Most of the slender spikerush previously noted is decaying and not spreading into the water. More attention will be paid to this now during growing season. Perhaps the most unexpected part of today is the lack of algae. Many other properties are experiencing full blooms right now but Solterra is relatively quiet. Technicians will remain vigilant for new blooms as they are highly likely this time of year.

## 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!

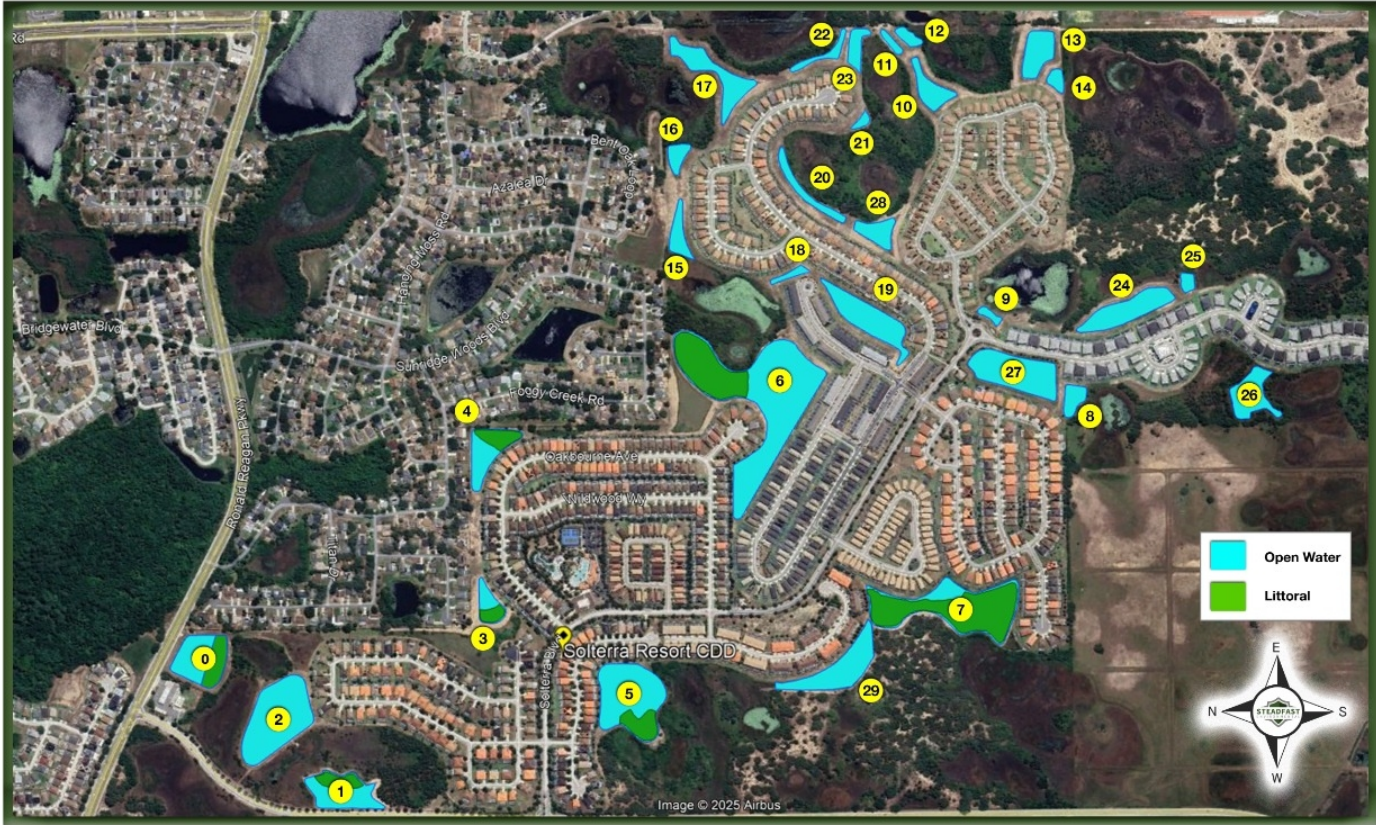
MAINTENANCE AREA



# SOLTERRA RESORT CDD

Solterra Blvd, Davenport, FL 33837

Gate Code:



## **Tab 2**

## 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.

March 23, 2026  
Brian Mendes  
Solterra Resort  
March Inspection

Page 2 of 4

- 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.

March 23, 2026  
Brian Mendes  
Solterra Resort  
March Inspection

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Item 1



Item 8



Item 12



Item 13



Item 20



Item 21

## **Tab 3**

# Irrigation Inspection Report

Date: 6/4/26

Start Times: Program "A" 8:PM Program "B" 6:PM

Inspected By: J. J. Jev

Program "A" Run Days ( Circle ): M ~~X~~ W T ~~X~~ S S

Clock: Clubhouse

Program "B" Run Days ( Circle ): M T ~~X~~ T F ~~X~~ S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Dri	30	A				
2	Dri	30					
3	Dri	30					
4	Dri	30					
5	Dri	30					
6	Bubble	30					
7	Bubble	30					
8	Dri	40					
9	Drip	30					
10				NON functional			- Need rainbird solenoid.
11	Drip	30					
12				NON functional			- Need valve replacement.
13	Bubble	30					
14	E spray	30					
15	Spray	40					Consolida
16	Rotor	45					
17	Drip	30					
18	Rotor	30	↓				
19	Spray	15	A				
20	Spray	30	B				1) Praga 1 - E spray Roto
21	Spray		B				2) Praga 2
22	rotor		B				3) Praga 4
23	rotor		B				4) Praga 5
24	Raiser		B				5) Praga 6

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

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

Start Times: Program "A" \_\_\_\_\_ Program "B" \_\_\_\_\_

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

Program "A" Run Days ( Circle ): M T W T F S S

Clock: \_\_\_\_\_

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
25	E spray	30	B				
26	E spray	30	↑				
27	Spray	30					→ spray da - off due to event
28	E spray	30					- Battery timer - ✓
29	Rotor	30					→ spray da - off due to event
30	Spray	30					- Battery timer - timer non functional.
31	Drip	30					
32	Rotor	45					
33	Drill	30					
34	E spray	30					
35	E spray	30					
36	E spray	45	↓				
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							

Additional Comments or Problems Noted:

7 of Battery timers non functional - Need replacement or add zone to controller.  
 2 zones running w/ Battery timers - recommend to add to run w/ controller.

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 9 2026

Date: 9/4/26

Start Times: Program "A" 9:00 PM Program "B" 9:00 PM

Inspected By: J. J. J.

Program "A" Run Days ( Circle ): M  W  T  S S

Clock: Reloj #1

Program "B" Run Days ( Circle ): M  W  T  S S

Boulevard controller #1

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Rotor	30	A				
2	Rotor	30	↑				
3	Drill	30					
4	Spray	30					
5	Spray	30					→ ZONE WAS REPORTED STUCK ON 9/5 OF 4/11. IRR TECH INSPECTED ZONE 2 TIMES ON 8/14 ZONE FUNCTIONING FINE. WILL KEEP MONITORING
6	Spray	30					
7	Spray	30					
8	Spray	30					
9	Spray	30					
10	Spray	30					
11	Spray	30					
12	Bubble	30					
13	Spray	30					
14	Spray	30					1 SPRAY / 1 NON FUNCTIONAL SPRAY
15	Rotor	30	↓				1 SPRAY / 1 NON FUNCTIONAL SPRAY
16	ESPRY	30	A				
17		30	A				
18		30	A				12/Alarm
19		30	A				12/Alarm
20	Spray	30	A				12/Alarm } Alarm ON ZONES Need to troubleshoot
21	Spray	30	B				
22	Spray	30	B				
23	Spray	30	B				
24	Rotor	30	B				1 SPRAY / 1 NON FUNCTIONAL SPRAY

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: \_\_\_\_\_

Labor: \_\_\_\_\_

Materials: \_\_\_\_\_

Total: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

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

Start Times: Program "A" \_\_\_\_\_ Program "B" \_\_\_\_\_

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

Program "A" Run Days ( Circle ): M T W T F S S

Clock: \_\_\_\_\_

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
25	no	30	B				no -> Need to troubleshoot
26	no	30	B				no
27	Rotor	30					
28	Rotor	30					Alarmed - Alarm on controller ↳ troubleshoot
29	Rotor	30					
30	Rotor	30					1 Rotor - new functional rotor
31	Bubble	30					
32	no	30					no - need to troubleshoot
33	Rotor	30					
34	Rotor	30					
35	Rotor	30					
36	Rotor	30					
37	ESpray	30					
38	SSpray	30					
39	Drill	30	B				1 Drill
40	Spray	30	B				
41	Spray	30	C				
42	Rotor	30	C				
43	Rotor	30					
44	Rotor	30					
45	Rotor	30					
46	Rotor	30					
47	Rotor	30					
48	Rotor	30	C				

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

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

Start Times: Program "A" \_\_\_\_\_ Program "B" \_\_\_\_\_

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

Program "A" Run Days ( Circle ): M T W T F S S

Clock: \_\_\_\_\_

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
48	Aotor	30	C				
49	Rotor	30	C				
50	Eprop	30	C				
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

Date: 9/4/26

Start Times: Program "A" 16:00 Program "B" 10:00 PM

Inspected By: Javier

Program "A" Run Days ( Circle ): M T W T F S S 16:00

Clock: Reloj 2

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Raise	35	A				
2	Rotor	30	↑				
3	ESPIA	30					
4	ESPIA	30					2 Spray / Need replacing
5	Raise	30					
6	Raise	30					
7	ESPI	30					
8	Raise	30					
9	Raise	30					1 - Raise / need repair
10	ESPIA	30					
11	ESPIA	30					
12	ESPIA	40					
13	ESPIA	40					
14	Raise	30	↓				1 - Raise / need repair
15	Raise	30	A				
16	ESPIA	30	B				
17	ESPIA	30	↑				
18	Raise	30					
19	ESPIA	30					
20	Raise	30					
21	ESPI	45	↓				
22		no	-				no Eliminated zone
23		no	-				no Eliminated zone.
24	Drill	30	B				1 Drill - Broken Drop.

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

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

Start Times: Program "A" \_\_\_\_\_ Program "B" \_\_\_\_\_

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

Program "A" Run Days ( Circle ): M T W T F S S

Clock: \_\_\_\_\_

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
25	no					1	no
26	no						no
27	no						no
28	no						no
29	no						no
30	Bubble 30						no
31	no						no
32	Espira 30	B					
33	Espira 30	B					
34	Rotor 30	B					
35	Diell 30	B					
36	Amise 30	C					
37	Espira 30	C					
38	Espira 30	C					7 inch coupling.
39	no						1 Espira - Broken lateral repaired.
40	Rotor 30	C					no - Need to troubleshoot
41	Rotor 30	C					1 Rotor - need to repair.
42	Diell 30	C					
43	no						no
44	Espira 50						Zone 43 to 48 irrigate villaki monument Area Area not managed by Yellowstone
45	Bubble 45						
46	Espira 45						
47	Espira 50						
48	no						no

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: \_\_\_\_\_

Labor: \_\_\_\_\_

Materials: \_\_\_\_\_

Total: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

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

Start Times: Program "A" \_\_\_\_\_ Program "B" \_\_\_\_\_

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

Program "A" Run Days ( Circle ): M T W ~~X~~ F S ~~S~~

Clock: \_\_\_\_\_

Program "B" Run Days ( Circle ): M T W ~~X~~ F S ~~S~~

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
48	Eggs 30		E				
49	Raise 30		E				
50							
51							
52							
53							
54							
55							
56							
57							
58							
59							
60							
61							
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

Date: April 6 2026  
6/4/26

Start Times: Program "A" 2:00 Program "B" \_\_\_\_\_

Inspected By: Javier

Program "A" Run Days ( Circle ): M T ~~W~~ T F ~~S~~ S

Clock: Dak Moss LP

Program "B" Run Days ( Circle ): M T W T F S S

*Park next to 7123 oakmass loop*

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Rotor	65	A				
2	Spray	10	A				
3	Bubler	1:00	A				
4	Drill	65	A				
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 6 2021

Date: 6/4/26

Start Times: Program "A" (6:30 PM) Program "B" \_\_\_\_\_

Inspected By: J. J. J.

Program "A" Run Days ( Circle ): M T ~~W~~ T F ~~S~~ S

Clock: Batteria - Oakrise Loop

Program "B" Run Days ( Circle ): M T W T F S S

Battery timer controller

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	ESPRAY	65	A	1			1 Spray - Roto / Broken spray head.
2	ESPRAY	65	A				
3	ESPRAY	65	A				
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 6 2026

Date: 6/4/26

Start Times: Program "A" 10:20 Program "B" \_\_\_\_\_

Inspected By: J. Miller

Program "A" Run Days ( Circle ): M T ~~X~~ T F ~~X~~ S

Clock: #Oak Reflection LP

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Spray	45	A				
2	Rotor	45	A				
3	Spray	45	A				
4	Rotor	45	A				
5	Rotor	45	A				
6	Spray	45	A				
7	Spray	45	A				
8	Spray	45	A				
9	Rotor	45	A				
10	Spray	45	A				
11	Rotor	45	A				
12	Epray	45	A				1 Nozzle / 2 nozzle non functional
13	Epray	45	A				
14	Rotor	45	A				
15	Epray	45	A				
16	Epray	30	A				
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 6 2026

Date: 6/4/26

Start Times: Program "A" 2:30 PM Program "B" \_\_\_\_\_

Inspected By: Jauer

Program "A" Run Days ( Circle ): M T ~~W~~ T F ~~S~~ S

Clock: Oak Moss LV

Program "B" Run Days ( Circle ): M T W T F S S

Part next to 7260 oak moss

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Rotor	45	A				
2	Rotor	45	A				
3	Diect	45	A				
4	Buble	20	A				
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

Date: 6/4/26

Start Times: Program "A" 10:00 Program "B" \_\_\_\_\_

Inspected By: J. J. J. J.

Program "A" Run Days ( Circle ): M T ~~W~~ T F ~~S~~ S

Clock: Oak Springs Ln

Program "B" Run Days ( Circle ): M T W T F S S

Park next to 7630 oak springs ln

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Spray	30	A				
2	Rotor	45	A				
3	Bubble	30	A				
4	Rotor	45	A				
5	Spray	30	A				
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Init' ) \_\_\_\_\_

# Irrigation Inspection Report

Date: 6/26/26

Start Times: Program "A" 10:00 Program "B" \_\_\_\_\_

Inspected By: J. P. [Signature]

Program "A" Run Days ( Circle ): ~~M~~ T ~~W~~ T F ~~S~~ S

Clock: Dark Green Loop

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	40						
2	40						
3	40						
4	40						Propagator
5	40						
6	40						Controller off
7	40						due to event going
8	40						on.
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 6 2026

Date: 6/4/26

Start Times: Program "A" 10:30 PM Program "B" \_\_\_\_\_

Inspected By: Javier

Program "A" Run Days ( Circle ): M T **W** T F **S** S

Clock: OKS LW

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Spray	30	A				
2	Spray	20	A				
3	Spray	30	A				
4	Spray	30	A				
5	Bubble	10	A				1- Beta / 2 bubbler NON functional
6	Bubble	10	A				
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Irrigation Inspection Report

April 6 2026

Date: 6/4/26

Start Times: Program "A" 10:PM Program "B" \_\_\_\_\_

Inspected By: J. J. J. J.

Program "A" Run Days ( Circle ): M T ~~W~~ T F ~~S~~ S

Clock: Mrs. Ty Oak Cm

Program "B" Run Days ( Circle ): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1	Raiser	45	A				
2	Spray	45	A				
3	Spray	45	A				
4	Spray	55	A				
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: \_\_\_\_\_

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: \_\_\_\_\_

Repairs Approved ( Initial ): \_\_\_\_\_

# Tab 4



**Proposal #: 680627**

Date: 4/15/2026

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

**Feb, March & April 2026 Irrigation repairs.**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	8	\$65.00	\$520.00
Spray Heads 6 Inch Rain Bird	13	\$5.13	\$66.69
Rain Bird 6" Rotor	2	\$14.87	\$29.74
Shrub Raiser- EA	2	\$4.25	\$8.50
Rainbird Solenoid - Clubhouse zone # 10	1	\$72.50	\$72.50
Hunter 2inc valve - Clubhouse zone #12	1	\$249.50	\$249.50
2inch slip fix - Clubhouse zone #12	1	\$38.50	\$38.50
2inch coupling - Clubhouse zone #12	2	\$2.25	\$4.50
Hunter 1 station battery timer- EA	1	\$205.00	\$205.00

Proposal from February, March & April 2026 irrigation inspection report.

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

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

**AUTHORIZATION TO PERFORM WORK:**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Date \_\_\_\_\_

**Solterra CDD**

<b>Subtotal</b>	<b>\$1,194.93</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$1,194.93</b>

**THIS IS NOT AN INVOICE**

## **Tab 5**



**Proposal #: 690782**

Date: 4/15/2026

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

**Feb & March & April 2026 Small Irrigation repairs.**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	8	\$65.00	\$520.00
Spray Heads 6 Inch Rain Bird	13	\$5.13	\$66.69
Rain Bird 6" Rotor	2	\$14.87	\$29.74
Shrub Raiser-EA	2	\$4.25	\$8.50

Proposal from February, March and April 2026 irrigation inspection report.

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

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

**AUTHORIZATION TO PERFORM WORK:**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Date \_\_\_\_\_

**Solterra CDD**

<b>Subtotal</b>	<b>\$624.93</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$624.93</b>

**THIS IS NOT AN INVOICE**

## **Tab 6**



MARCH 2026

**MONTHLY REPORT & EXPENSES SUMMARY**

# CAFE SOL BAR & GRILLE – MARCH 2026 MONTHLY REPORT & EXPENSES SUMMARY

Solterra Resort Community Development District

## Cafe Sol Bar & Grille – March 2026 Sales Summary

### I. Executive Summary

- A. Cafe Sol generated **\$132,311.93 in net sales** for March 2026.
- B. Total amount processed was **\$170,860.71**, inclusive of gratuity, tax, and tips.
- C. Business volume remained strongest during **lunch**, with Fridays and Saturdays continuing to be the strongest operating days based on the March trend charts.
- D. The operation processed **5,866 total orders** and sold **14,029 items** during the month.
- E. The primary revenue drivers were **food, liquor, and non-alcoholic beverages**, while **dine-in service** remained the dominant channel of business.
- F. Additional guest satisfaction and loyalty data reflected strong guest approval, with a **5.0 average rating, 2,102 guest feedback entries, 100% resolved feedback**, and loyalty growth to **512 members**.
- G. Top-selling food items for March included **Chicken Wings, Mozzarella Bites, Sol Nachos, Chicken Tenders, French Fries, and Pizza**.

### II. Revenue Performance

- A. **Net sales:** \$132,311.93
- B. **Gross sales:** \$137,100.36
- C. **Sales discounts:** (\$4,780.37)
- D. **Sales refunds:** (\$8.06)
- E. **Gratuity collected:** \$24,202.01
- F. **Tips collected:** \$5,097.87
- G. **Tax collected:** \$9,248.90

### **III. Cash and Payment Summary**

A. **Total cash payments:** \$20,108.12

B. **Cash refunds:** (\$0.62)

C. **Total cash retained:** \$20,107.50

D. **Expected closeout cash:** \$15,298.58

E. **Actual closeout cash:** \$15,298.58

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:** \$124,070.66

B. **Cash sales:** \$17,177.92

C. Credit card brand mix included:

1. **Visa** – \$80,670.30

2. **Mastercard** – \$31,468.98

3. **Amex** – \$8,689.58

4. **Discover** – \$3,241.80

### **V. Sales by Category**

A. **Food:** \$47,652.01 net sales

B. **Liquor:** \$41,250.66 net sales

C. **NA Beverage:** \$26,594.22 net sales

D. **Bottled Beer:** \$11,018.50 net sales

E. **Draft Beer:** \$3,643.00 net sales

F. **Souvenir Cups:** \$2,148.60 net sales

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

### **VI. Revenue Centers**

A. **Dining Room:** \$120,567.98 net sales

B. **Online Ordering:** \$8,718.75 net sales

C. **Kiosk:** \$3,025.20 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 – \$130,095.43
2. Total guests – 5,797
3. Average guest check – \$22.44
4. Average payment – \$24.50
5. Average order – \$22.44
6. Turn time – 18:20

### **B. Table Service:**

1. Net sales – \$2,216.50
2. Total guests – 69
3. Average guest check – \$32.12
4. Average payment – \$34.37
5. Average order – \$32.12
6. Turn time – 0:07

## **VIII. Dining Option Summary**

### **A. Dine In:**

1. Orders – 5,504
2. Net sales – \$120,790.48

### **B. Take Out:**

1. Orders – 141

2. Net sales – \$3,025.20

**C. Online Ordering – Takeout:**

1. Orders – 202
2. Net sales – \$7,874.75

**D. Online Ordering – Delivery:**

1. Orders – 19
2. Net sales – \$621.50

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

**IX. Daypart Performance**

**A. Lunch:**

1. Orders – 4,102
2. Net sales – \$97,389.91

**B. Dinner:**

1. Orders – 1,708
2. Net sales – \$33,617.19

**C. Cabana Service:**

1. Orders – 56
2. Net sales – \$1,304.83

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

**X. Guest Count and Traffic Metrics**

**A. Total orders/guest checks:** 5,866

**B. Total items sold:** 14,029

**C. Overall average guest/order spend:** \$22.56

D. March reflected a significant increase in volume over February, showing stronger traffic and broader product movement across all primary sales categories.

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

**A. Rewards/Loyalty members to date:** 512

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

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

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

A. March top-selling food items included:

1. **Chicken Wings**
2. **Mozzarella Bites**
3. **Sol Nachos**
4. **Chicken Tenders**
5. **French Fries**
6. **Pizza**

B. These products continued to anchor food sales and represent strong guest preference across shareable, handheld, and family-oriented menu categories.

C. These items should continue to be featured in promotions, menu engineering, and operational prep planning.

## **XIII. Purchasing and Cost Breakdown**

A. March purchase mix by major category was approximately:

1. **Food:** \$17,044.42
2. **NA Beverage:** \$10,831.25
3. **Alcoholic Beverage:** \$7,003.72
4. **Expenses:** \$2,749.93

B. Purchase distribution by major category was approximately:

1. **Food – 45.30%**
2. **NA Beverage – 28.78%**
3. **Alcoholic Beverage – 18.61%**
4. **Expenses – 7.31%**

C. Category-level purchase highlights included:

1. **NA Beverage - Other:** \$9,217
2. **Meat / Protein:** \$5,148
3. **Beer - Bottles & Cans:** \$4,588
4. **Dairy:** \$3,872
5. **Produce:** \$3,029
6. **Frozen:** \$2,852
7. **Dry Goods:** \$2,477
8. **Baked Goods:** \$2,322
9. **Liquor:** \$1,857
10. **Soda:** \$1,495
11. **Bar Mixers:** \$1,220
12. **Beer - Draft:** \$1,126
13. **Seafood:** \$725
14. **FOH/Operating Supplies:** \$654
15. **Beer - Keg Deposits:** \$635
16. **Kitchen Supplies:** \$626

D. March purchasing continued to be concentrated in core operating categories, with food, beverages, and guest-facing consumables representing the largest share of monthly spend.

## **XIV. Vendor Concentration Highlights**

A. March vendor purchases were concentrated with the following primary suppliers:

1. **Sysco:** \$25,263.29
2. **Bernie Little Distributors, Inc.:** \$3,737.73
3. **Premier Beverage Co. dba Breakthru Beverage Florida:** \$2,601.45
4. **The ICEE Company:** \$2,434.46
5. **Florida Distribution Company LLC:** \$1,732.49
6. **Southern Glazer's Wine & Spirits of FL:** \$888.80
7. **ImperialDade:** \$418.45
8. **HYGINIX:** \$315.00

B. Based on the vendor chart, Sysco accounted for the majority of monthly purchasing activity at approximately **67.14%** of tracked vendor spend, followed by Bernie Little, Breakthru Beverage Florida, and The ICEE Company.

C. Vendor concentration should continue to be monitored for pricing, purchasing discipline, and inventory management opportunities.

## **XV. Discount and Promotion Summary**

A. **Total discounts:** \$4,780.37 across **571 discount transactions**

B. Largest discount categories included:

1. **Artemis Employee Meal Discount:** \$895.11
2. **Manager Comp - Check:** \$846.50
3. **Homeowners Discount:** \$677.48
4. **Open % Check:** \$528.01
5. **Open \$ Check:** \$355.15
6. **Voucher and rewards discount activity** also remained active.

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

## **XVI. Service Charge Summary**

- A. **Service charges collected:** \$24,071.01
- B. **Delivery charges:** \$131.00
- C. **Total service charges:** \$24,202.01 across **5,688 transactions**

## **XVII. Tax Summary**

- A. **Taxable amount:** \$132,167.55
- B. **Florida County Tax:** \$1,316.64
- C. **Florida State Tax:** \$7,932.26
- D. **Non-taxable sales:** \$146.00

## **XVIII. Waste and Operational Controls**

- A. **Food waste recorded for March: \$792.15**
- B. Waste levels should continue to be monitored through prep controls, portion consistency, inventory rotation, and daily waste logging.
- C. Continued waste tracking supports margin protection and operational accountability.

## **XIX. Guest Feedback Summary**

- A. March guest feedback remained exceptionally strong, with an **average rating of 5.0**.
- B. The dashboard reflected **2,102 total feedback entries** and **100% resolved feedback**.
- C. Sentiment distribution was overwhelmingly positive, including **2,082 five-star ratings** and **24 one-star ratings**, with no material volume in the middle rating tiers shown on the dashboard.
- D. AI-generated feedback summary themes highlighted:
  1. Positive comments around overall atmosphere
  2. Strong food quality feedback
  3. High service standards
  4. Efficient wait times
  5. A well-rounded and positive guest experience overall

E. Guest sentiment indicates the Cafe Sol team continues to deliver a strong hospitality experience and maintain service consistency during higher-volume operations.

## **XX. Operational Trends and Highlights of the Month**

A. Weekly trend charts indicate strongest sales concentrations on **Fridays and Saturdays**, with lunch continuing to be the dominant daypart.

B. Time-of-day activity continues to peak during late morning through afternoon hours, consistent with lunch and poolside demand.

C. Dining room activity remained the primary sales engine, while online ordering and kiosk channels continued to support convenience-based growth.

D. The operation maintained **zero cash variance** for the month, reflecting sound daily closeout controls.

E. Loyalty membership grew to **512 members**, showing continued progress in repeat-guest capture and marketing reach.

F. Guest feedback scores remained a major positive highlight for March, reinforcing service quality and team consistency.

G. Top sellers remained concentrated in high-volume favorites including **Chicken Wings, Mozzarella Bites, Sol Nachos, Chicken Tenders, French Fries, and Pizza**.

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

A. March reflected a strong month of sales performance, guest volume, and operating execution for Cafe Sol.

B. The business remained heavily weighted toward dine-in and lunch-driven demand, while digital ordering channels continued to provide supplemental growth.

C. Strong cash balancing and zero closeout shortage indicate continued accountability in daily financial controls.

D. Guest satisfaction results and loyalty membership growth demonstrate measurable progress in customer engagement and retention.

E. Waste for the month totaled **\$792.15**, and management will continue focusing on prep discipline, portion control, and waste reduction efforts.

F. Key management focus areas moving forward should include:

1. Increasing repeat guest conversion and loyalty enrollment

2. **Monitoring discounts and unpaid orders**
3. **Continuing to grow online ordering and delivery volume**
4. **Leveraging high-performing food and beverage categories in promotions**
5. **Maintaining purchasing discipline and monitoring supplier concentration**
6. **Protecting margins through tighter controls on operating expenses, waste, and category purchasing**

# **Tab 7**



<b>Q1 Total</b>
\$219,788.94
\$40,060.95
\$8,851.47
\$15,367.28
\$284,118.64

73

<b>Q1 Total</b>
\$74,625.46
\$4,000.00
\$29.90
\$13,188.01
\$19,391.41
\$55,536.83
\$2,254.16
\$3,338.03
\$785.28
\$968.18
<b>\$174,117.26</b>
<b>\$45,671.68</b>

## Cafe Sol Bar & Grille — Normalized Monthly Baseline

*Adjustments to isolate true operating run-rates for budget projection*

Category	Feb Actual	Mar Actual	Weighted Avg
Net Sales	\$75,540.93	\$132,311.93	
<b>RECURRING EXPENSES</b>			
Labor (normalized)	\$27,000.00	\$47,593.94	
Management Fee	\$2,000.00	\$2,000.00	
Bank Charges	\$10.00	\$10.00	
Licensing (recurring only)	\$1,763.28	\$2,124.85	
Sales Tax Remittance	\$5,283.15	\$9,248.90	
Alcohol Purchase	\$5,713.20	\$9,633.06	
Food Purchase	\$18,010.18	\$25,456.37	
Supplies	\$529.38	\$1,175.41	
<b>R&amp;M</b>	\$0.00	\$2,690.52	
Storage	\$0.00	\$785.28	
<b>ONE-TIME / NON-RECURRING</b>			
DBPR License (Feb)	\$2,326.50	\$0.00	
Signs (Mar)	\$0.00	\$968.18	
Pre-opening costs (Jan)	\$0.00	\$0.00	

## Notes

*Feb=shoulder, Mar=spring break peak*

*Feb: est. \$27K based on Mar catch-up billing split*

*\$2,000/mo flat per Artemis contract*

*\$10/mo average*

*Toast + FinTech subs; excludes annual DBPR & sales tax*

*Passed through; ~7% of net sales*

*Variable with sales*

*Variable with sales*

*Semi-variable*

*Lumpy; includes fridge \$2,061 + fog tanks*

*New expense; container rental started March*

*Annual; renews annually*

*One-time Amazon design order*

*Fully absorbed in January*

## Central Florida Tourism Seasonality — Revenue Index & Multipliers

FY2027 (Oct 2026 – Sep 2027) | Disney/Orlando corridor demand curve applied to Cafe Sol Bar & Grille

Metric	Oct 26	Nov 26	Dec 26	Jan 27
Demand Index	0.70	0.80	0.95	0.60
Proj. Net Sales	\$70,875	\$81,000	\$96,188	\$60,750
Base Monthly Sales (index=1.0)	\$101,250			

### COGS AS % OF NET SALES

Food Purchase % (61150)	19.5%	19.5%	19.5%	19.5%
Alcohol Purchase % (61100)	7.3%	7.3%	7.3%	7.3%
Supplies % (61200)	0.9%	0.9%	0.9%	0.9%
Sales Tax % (61050-partial)	7.0%	7.0%	7.0%	7.0%

### SEASONALITY METHODOLOGY

- Demand indices derived from Central FL STR occupancy data and Disney-area tourism patterns.
- Base monthly sales (\$101,250) calibrated from Feb 2026 (\$75,541 ÷ 0.75) and Mar 2026 (\$132,312 ÷ 1.30) actuals.
- Peak months: June/July (summer families), March (spring break). These drive highest poolside/F&B demand.
- Trough months: September (hurricane season, school restart), January (post-holiday lull).
- October starts the FY at 0.70 — post-summer cooldown before holiday bookings begin building in November.
- December is moderate (0.95) — holiday bookings offset by early-month low occupancy.
- Food cost % of 19.5% blended from Feb (23.8%) and Mar (19.2%) — expect improvement with volume.
- Alcohol cost % of 7.3% is consistent across both normalized months.
- All yellow-highlighted cells are editable assumptions. Changes here should be mirrored on the FY2027 Budget tab.

NOTE ON SEASONALITY DATA: The demand indices used in this model are derived from publicly available tourism research published by CoStar Group for the Osceola County / Kissimmee-Davenport submarket. These indices reflect documented seasonal patterns in vi grounded in industry-standard benchmarking data widely used in hospitality and tourism-dependent financial planning.

Feb 27	Mar 27	Apr 27	May 27	Jun 27	Jul 27
0.75	1.30	0.95	0.85	1.15	1.25
\$75,938	\$131,625	\$96,188	\$86,062	\$116,437	\$126,562

19.5%	19.5%	19.5%	19.5%	19.5%	19.5%
7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
0.9%	0.9%	0.9%	0.9%	0.9%	0.9%
7.0%	7.0%	7.0%	7.0%	7.0%	7.0%

hed by VISIT FLORIDA (the state's official tourism marketing corporation), the Orlando Economic Partnership, and short-term visitor arrivals, hotel and vacation rental occupancy rates, and consumer spending trends for the Central Florida / Greater Orlando area.

Aug 27	Sep 27	Annual
1.05	0.65	
\$106,312	\$65,812	<b>\$1,113,749</b>

19.5%	19.5%
7.3%	7.3%
0.9%	0.9%
7.0%	7.0%

*m rental occupancy data reported through AirDNA and STR  
'ando corridor. They are not proprietary assumptions but are*

**Solterra Resort Community Development District — Cafe Sol Bar &  
FY2027 DRAFT OPERATING BUDGET | October 1, 2026 – September 30, 2027**

Prepared by: Joe Bullins, LCAM, CMCA, AMS — General Manager, Artemis Lifestyle Services

GL Code	Account Description	Oct 26	Nov 26
<b>REVENUE</b>			
40000	Projected Net Sales	\$70,875	\$81,000
<b>EXPENSES — GENERAL &amp; ADMINISTRATIVE</b>			
60050	Labor	\$27,000	\$29,000
60150	Management Fee	\$2,000	\$2,000
60500	Bank Charges	\$10	\$10
61050	Licensing & State Fees	\$6,486	\$7,195
61100	Alcohol Purchase	\$5,174	\$5,913
61150	Food Purchase	\$13,821	\$15,795
61200	Supplies	\$638	\$729
61330	Repairs & Maintenance	\$750	\$1,000
61500	Storage	\$785	\$785
63200	Signs / Marketing Materials	\$1,000	\$0
	<b>TOTAL EXPENSES</b>	<b>\$57,664</b>	<b>\$62,427</b>
	<b>OPERATING NET INCOME</b>	<b>\$13,211</b>	<b>\$18,573</b>
<b>CDD WORKING CAPITAL MODEL</b>			
	Operating Account Floor	\$75,000	← CDD maintains
	Beginning Cash Balance	\$75,000	\$88,211
	Plus: Net Sales Revenue	\$70,875	\$81,000
	Less: Total Operating Expenses	\$57,664	\$62,427
	<b>Ending Balance (before top-up)</b>	<b>\$88,211</b>	<b>\$106,784</b>
	<b>CDD Top-Up Required</b>	<b>\$0</b>	<b>\$0</b>
	<b>Ending Balance</b>	<b>\$88,211</b>	<b>\$106,784</b>
	<b>Cumulative CDD Funding</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>KEY OPERATING METRICS</b>			
	Food Cost % of Sales	19.5%	19.5%
	Alcohol Cost % of Sales	7.3%	7.3%
	Total COGS % of Sales	26.8%	26.8%
	Labor % of Sales	38.1%	35.8%
	Expense-to-Sales Ratio	81.4%	77.1%
<b>FY2027 BUDGET SUMMARY</b>			
	Total Projected Net Sales	\$1,113,749	
	Total Projected Expenses	\$839,661	

<b>Projected Operating Income</b>	<b>\$274,088</b>
Initial CDD Seed (Oct 2026)	\$75,000
Total CDD Top-Ups Required (FY2027)	\$0
<b>Total CDD Outlay (Seed + Top-Ups)</b>	<b>\$75,000</b>
Ending F&B Operating Account Balance	\$349,088

**UNDERSTANDING THE CDD WORKING CAPITAL MODEL**

The CDD Working Capital Model above reflects how the District funds the Cafe Sol Bar & Grille operating start of the fiscal year to ensure the account has sufficient working capital to cover vendor payments, pay expenses. At the end of each month, if the account balance has fallen below the \$75,000 floor, the CDD 1 months where Cafe Sol operates profitably (which this budget projects for every month of FY2027), the revolving reserve — that ensures vendor obligations are met on time regardless of the timing of revenue

*DISCLAIMER: THE BUDGET AND FIGURES ARE A GOOD FAITH ESTIMATE ONLY AND REPRESENT AN APPR*

**Grille**  
**2027**

Dec 26	Jan 27	Feb 27	Mar 27	Apr 27	May 27
\$96,188	\$60,750	\$75,938	\$131,625	\$96,188	\$86,062
\$33,000	\$24,000	\$28,000	\$42,000	\$33,000	\$30,000
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
\$10	\$10	\$10	\$10	\$10	\$10
\$8,258	\$8,178	\$6,841	\$10,739	\$8,258	\$7,549
\$7,022	\$4,435	\$5,543	\$9,609	\$7,022	\$6,283
\$18,757	\$11,846	\$14,808	\$25,667	\$18,757	\$16,782
\$866	\$547	\$683	\$1,185	\$866	\$775
\$750	\$750	\$750	\$750	\$750	\$750
\$785	\$785	\$785	\$785	\$785	\$785
\$0	\$0	\$0	\$0	\$0	\$0
<b>\$71,447</b>	<b>\$52,550</b>	<b>\$59,420</b>	<b>\$92,744</b>	<b>\$71,447</b>	<b>\$64,934</b>
<b>\$24,741</b>	<b>\$8,200</b>	<b>\$16,518</b>	<b>\$38,881</b>	<b>\$24,741</b>	<b>\$21,128</b>

*this minimum balance in the F&B operating account*

\$106,784	\$131,525	\$139,725	\$156,243	\$195,124	\$219,865
\$96,188	\$60,750	\$75,938	\$131,625	\$96,188	\$86,062
\$71,447	\$52,550	\$59,420	\$92,744	\$71,447	\$64,934
<b>\$131,525</b>	<b>\$139,725</b>	<b>\$156,243</b>	<b>\$195,124</b>	<b>\$219,865</b>	<b>\$240,993</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>\$131,525</b>	<b>\$139,725</b>	<b>\$156,243</b>	<b>\$195,124</b>	<b>\$219,865</b>	<b>\$240,993</b>

<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>
-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

19.5%	19.5%	19.5%	19.5%	19.5%	19.5%
7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
26.8%	26.8%	26.8%	26.8%	26.8%	26.8%
34.3%	39.5%	36.9%	31.9%	34.3%	34.9%
74.3%	86.5%	78.2%	70.5%	74.3%	75.4%

g account in practice. The CDD does not transfer a fixed \$75,000 every month as an ongoing expense. Instead, roll, and other operating costs as they come due. Each month, the restaurant collects its own revenue through tops it back up to that level. If the account balance remains at or above \$75,000 — because the restaurant's sa restaurant's own revenue covers all operating costs without drawing down the working capital reserve. The \$75,000 deposits. The true cost to the CDD is limited to the initial seed and any top-ups required during months where e

*ESTIMATION OF FUTURE EXPENSES BASED ON FACT AND CIRCUMSTANCES EXISTING AT THE TIME OF PREPARATION.*

Jun 27	Jul 27	Aug 27	Sep 27	FY2027 Total
\$116,437	\$126,562	\$106,312	\$65,812	\$1,113,749
\$38,000	\$42,000	\$36,000	\$26,000	\$388,000
\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
\$10	\$10	\$10	\$10	\$120
\$9,676	\$10,384	\$8,967	\$6,132	\$98,663
\$8,500	\$9,239	\$7,761	\$4,804	\$81,304
\$22,705	\$24,680	\$20,731	\$12,833	\$217,181
\$1,048	\$1,139	\$957	\$592	\$10,024
\$1,000	\$1,200	\$750	\$750	\$9,950
\$785	\$785	\$785	\$785	\$9,420
\$0	\$0	\$0	\$0	\$1,000
<b>\$83,724</b>	<b>\$91,437</b>	<b>\$77,960</b>	<b>\$53,907</b>	<b>\$839,661</b>

**\$32,713      \$35,125      \$28,352      \$11,905      \$274,088**

\$240,993	\$273,706	\$308,831	\$337,183
\$116,437	\$126,562	\$106,312	\$65,812
\$83,724	\$91,437	\$77,960	\$53,907
<b>\$273,706</b>	<b>\$308,831</b>	<b>\$337,183</b>	<b>\$349,088</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>\$273,706</b>	<b>\$308,831</b>	<b>\$337,183</b>	<b>\$349,088</b>

**\$75,000      \$75,000      \$75,000      \$75,000**

19.5%	19.5%	19.5%	19.5%	19.5%
7.3%	7.3%	7.3%	7.3%	7.3%
26.8%	26.8%	26.8%	26.8%	26.8%
32.6%	33.2%	33.9%	39.5%	34.8%
71.9%	72.2%	73.3%	81.9%	75.4%

, the District seeds the food and beverage operating account with an initial \$75,000 at the guest sales, which flows into the same operating account and is used to pay that month's les revenue exceeded its expenses that month — no additional CDD funding is required. In 000 is not a cost that reduces the restaurant's profitability. It is a cash flow mechanism — a expenses temporarily exceed revenue, which this budget projects to be \$0 for FY2027.

*ATION. ACTUAL COST OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS.*

## Comparison: Original Draft vs. Seasonally-Adjusted Budget

FY2027: October 1, 2026 – September 30, 2027

GL Code	Account	Original Draft (Annualized)	Seasonal Budget
60050	Labor	\$167,055	\$388,000
61050	Licensing & State Fees	\$65,422	\$98,663
61100	Alcohol Purchase	\$60,307	\$81,304
61150	Food Purchase	\$185,897	\$217,181
61200	Supplies	\$6,667	\$10,024
61330	Repairs & Maintenance	\$4,002	\$9,950
60500	Bank Charges	\$123	\$120
60150	Management Fee	\$0	\$24,000
61500	Storage	\$0	\$9,420
63200	Signs	\$0	\$1,000
<b>TOTAL</b>		<b>\$489,472</b>	<b>\$839,661</b>

### KEY DIFFERENCES

- Original draft used a straight-line 6-month doubling + 3% method with no seasonality.
- Seasonal budget applies Central FL tourism demand curves, producing more realistic monthly forecasts.
- New GL lines added: 60150 Management Fee (\$24K/yr), 61500 Storage (\$9,420/yr), 63200 Signs (\$1K).
- Labor is now modeled with seasonal staffing flex rather than flat monthly allocation.
- Licensing now separates recurring subscriptions from variable sales tax and annual DBPR renewals.
- Food and alcohol costs are modeled as % of projected sales rather than flat annualization.

Variance
----------

\$220,945

\$33,240

\$20,997

\$31,284

\$3,357

\$5,948

-\$3

\$24,000

\$9,420

\$1,000

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**\$350,189**

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# Tab 8

# SOLTERRA RESORT CDD

## Monthly Manager's Report

Prepared for the Board of Supervisors



<b>Report Period</b>	April 1 – April 23, 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>	April 24, 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 April 23, 2026. Full details of each area are available in the corresponding sections of this report.

Financially, gross sales for the March 6 through April 23 period totaled \$114,395, an 11.0% decrease compared to the same period in 2025. Net sales of \$110,585 reflect a 13.2% year-over-year decline. The period includes \$3,250 in Discounts & Comps (versus \$0 in 2025), reflecting continued yield management in cabana pricing that carried into early peak season. Cabana bookings totaled 302 for the period — down 14.4% year-over-year —

though Friday (+2 bookings) and Saturday (+8 bookings) continued their positive year-over-year trend from the prior period. Full year-over-year comparisons are provided in Sections 2 and 3.

On the facilities side, the Solterra Resort entry sign was completed on schedule March 31. The concrete bench pad installation is scheduled to pour April 28 (weather dependent) with benches installed shortly thereafter to close out the project. The lazy river refurbishment has been delayed to late Fall / early Winter 2026; the delay is procurement-driven, tied to international supply disruptions including the conflict with Iran and disruption at the Strait of Hormuz. The playground has been removed and the footprint is now empty — Board direction is needed on the next use for the space. Volleyball and sports court vendor proposals are ready for Board selection at May 1. Maintenance has shifted focus to a series of low-cost aesthetic and functional repairs across the clubhouse and Cafe Sol, with the Solterra Springs marquee refresh currently in progress. Project details are provided in Section 5.

Twelve Artemis resort operations staff are active for the April reporting period, including two new team members hired during the period — one FT and one PT Pool Attendant — both now integrated into the schedule. One team member was promoted to Team Lead during the period, and two team members separated from the organization. Overall utilization sits at 98.5% against maximum capacity — a strong result for a five-week peak season window. Three team members had weekly hour overages that reflect approved coverage of departures and sudden call-outs rather than scheduling errors. Staffing details are provided in Section 4.

Nine management priorities for the upcoming period are outlined in Section 6, led by lazy river activation execution, peak season operations, budget season, and vendor selection for the volleyball court surround.

**Key Action Items for the Board**

Three items are presented for Board attention at the May 1 meeting: (1) Lazy River refurbishment — Management to confirm the revised late Fall / early Winter 2026 timeline driven by procurement delays tied to international supply disruptions; (2) Volleyball & Sports Court proposals — Board to review vendor proposals and select a vendor; (3) Playground space — now empty following removal, Board to discuss preferred direction for the area so staff can scope the next phase.

**2. Financial Summary — Square Sales**

The following figures represent all Square POS transactions at Solterra Resort from April 1 through April 23, 2026, compared year-over-year to the same window in 2025. All data is sourced directly from Square reporting exports. An important calendar note: Easter Sunday fell on April 20 in 2025 and on April 5 in 2026. The 2025 comparison period therefore captured the full Easter holiday week and the final days of Spring Break demand, while the 2026 window captured Easter weekend and three subsequent post-holiday weeks. This calendar shift is the primary driver of the year-over-year variance reported throughout this section.

<b>2026 Gross Sales</b>	<b>2026 Net Sales</b>	<b>Total Transactions</b>	<b>POS Markdowns</b>
<b>\$44,250</b>	<b>\$43,670</b>	<b>991</b>	<b>\$375</b>
▼ \$16,996 vs. 2025 (-27.8%)	▼ \$16,981 vs. 2025 (-28.0%)	▼ 402 transactions (-28.9%)	vs. \$0 in 2025

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

Metric	2025 (Apr 1–Apr 23)	2026 (Apr 1–Apr 23)	Change (\$)	Change (%)
Gross Sales	\$61,246	\$44,250	(\$16,996)	-27.8%
Returns	(\$595)	(\$205)	+\$390	-65.5%

POS Markdowns	\$0	(\$375)	(\$375)	N/A
<b>Net Sales</b>	<b>\$60,651</b>	<b>\$43,670</b>	<b>(\$16,981)</b>	<b>-28.0%</b>
Taxes Collected	\$4,246	\$3,054	(\$1,192)	-28.1%
Total Sales	\$64,897	\$46,724	(\$18,173)	-28.0%
Total Transactions	1,393	991	-402	-28.9%

**Management Note — Easter Calendar Shift**

The year-over-year decline reported in this section is primarily attributable to the Easter calendar shift. In 2025, Easter fell on April 20 and the April 1–23 window captured the entire Spring Break / Easter holiday window. In 2026, Easter fell on April 5 and the equivalent window captured Easter weekend followed by three post-holiday weeks. This moves a substantial volume of holiday demand out of the April comparison window entirely. Standard Cabana pricing is unchanged from 2025 (\$75 weekday / \$100 weekend, matching the resort website), and the \$375 in POS markdowns applied during the period is minimal and consistent with routine point-of-sale accommodations.

**2b. Amenity Access Analysis — Guest Volume Verification**

To verify that the year-over-year revenue decline reflects a volume difference rather than a pricing or service issue, Management analyzed Leisure Patron Resort Fee transactions — the most direct measure of actual guest groups entering the resort — across both periods. The results confirm the calendar shift is the primary driver.

2026 Leisure Transactions  <b>864</b> ▼ 348 vs. 2025 (-28.7%)	2025 Leisure Transactions  <b>1,212</b> Comparison period	Saturday 2026  <b>167</b> ↑ vs. 2025 (162) — +3.1%	Sunday 2026  <b>142</b> ↑ vs. 2025 (140) — +1.4%
--	--	---	---

Day of Week	2025 Transactions	2026 Transactions	Change	Change %	Context
<b>Monday</b>	121	<b>105</b>	<b>-16</b>	<b>-13.2%</b>	Moderate decline — partial calendar effect
<b>Tuesday</b>	168	<b>85</b>	<b>-83</b>	<b>-49.4%</b>	2025 captured Spring Break Tue (Apr 8) peak week
<b>Wednesday</b>	218	<b>138</b>	<b>-80</b>	<b>-36.7%</b>	2025 captured Spring Break Wed (Apr 9) — busiest window
<b>Thursday</b>	203	<b>91</b>	<b>-112</b>	<b>-55.2%</b>	2025 captured Spring Break Thu (Apr 10) — 103 transactions in one day
<b>Friday</b>	200	<b>136</b>	<b>-64</b>	<b>-32.0%</b>	Spring Break Friday demand not replicated in 2026 window

Saturday	162	167	+5	+3.1%	Up +3.1% — weekend base demand is stable and growing
Sunday	140	142	+2	+1.4%	Flat/slightly up — weekend base demand holding
<b>TOTAL</b>	<b>1,212</b>	<b>864</b>	<b>-348</b>	<b>-28.7%</b>	

- **Weekend traffic is holding.** Saturday and Sunday guest transactions are essentially flat year-over-year (+3.1% and +1.4% respectively). The resort is not losing its core weekend visitor base. This is the clearest indicator that the overall decline is a calendar artifact, not a demand issue.
- **The entire decline is weekday-driven.** Tuesday, Wednesday, and Thursday transactions are down 49%, 37%, and 55% respectively. In 2025, those same days captured the peak of Spring Break week — April 9 (Wednesday) produced 100 transactions and April 10 (Thursday) produced 103. Those days simply do not exist in the 2026 equivalent window.
- **Large group traffic dropped significantly.** Leisure transactions for groups of 13+ fell 57.5% (214 → 91). Large group guests are typically Spring Break vacation parties and extended family gatherings clustered around holiday weeks — again, a calendar-driven shift rather than a structural one.
- **Revenue decline tracks foot traffic almost exactly.** Leisure transactions down 28.7%, overall gross sales down 27.8%. The two figures are nearly identical, confirming there is no meaningful change in per-visit spend. Guests who came spent at the same rate as last year; fewer guests came because fewer holiday-week guests were in market.

**Management Assessment**

The amenity access data confirms the revenue decline is a volume story driven by the Easter calendar shift, not a pricing, service, or competitive issue. Weekend demand — the truest measure of the resort's standing as a destination — is flat to slightly positive. Management will continue to monitor weekly traffic patterns through May and June as the calendar normalizes and will flag any emerging trend that deviates from expected summer seasonality.

**3. Cabana Rental Analysis**

Cabana rentals are tracked as a separate revenue stream within Square. The following data reflects all cabana bookings from April 1 through April 23, 2026, compared year-over-year to the same window in 2025. Standard cabana pricing is unchanged from 2025 at \$75 weekday (Mon–Thu) and \$100 weekend (Fri–Sun), matching the published pricing on the resort website. The Easter calendar shift noted in Section 2 is also the primary driver of the cabana variance — 2025 captured peak Easter holiday demand in this window, while 2026 captured Easter weekend and three post-holiday weeks.

<b>2026 Bookings</b>	<b>2026 Gross Revenue</b>	<b>2026 Net Revenue</b>	<b>2026 POS Markdowns</b>
<b>122</b>	<b>\$12,200</b>	<b>\$11,825</b>	<b>\$375</b>
▼ 52 bookings vs. 2025 (-29.9%)	▼ \$2,825 vs. 2025 (-18.8%)	▼ \$3,200 vs. 2025 (-21.3%)	vs. \$0 in 2025

**3a. Cabana Revenue by Day of Week**

Day	2025 Bkgs	2025 Gross	2026 Bkgs	2026 Gross	2026 Net	2026 Disc.	Δ Bkgs
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Monday	26	\$1,950	14	\$1,400	\$1,400	\$0	▼12
Tuesday	22	\$1,650	4	\$400	\$375	(\$25)	▼18
Wednesday	24	\$1,800	13	\$1,300	\$1,250	(\$50)	▼11
Thursday	23	\$1,725	19	\$1,900	\$1,875	(\$25)	▼4
<b>Friday</b>	30	\$3,000	<b>26</b>	\$2,600	\$2,400	(\$200)	▼4
<b>Saturday</b>	25	\$2,500	<b>29</b>	\$2,900	\$2,850	(\$50)	▲4
<b>Sunday</b>	24	\$2,400	<b>17</b>	\$1,700	\$1,675	(\$25)	▼7
<b>TOTAL</b>	<b>174</b>	<b>\$15,025</b>	<b>122</b>	<b>\$12,200</b>	<b>\$11,825</b>	<b>(\$375)</b>	<b>▼52</b>

### 3b. Key Observations & Insights

- **Saturday outperformed 2025 in the same window.** 29 bookings in 2026 vs. 25 in 2025 (+16%). Saturday gross of \$2,900 reflects full list pricing and represents the strongest signal that demand fundamentals are solid when isolated from calendar effects.
- **Friday remained strong.** 26 bookings versus 30 in 2025 — a modest decline but still the second-strongest day of the week and reflecting the ongoing Friday demand trend reported in prior periods.
- **Sunday and midweek softened as expected.** 2025 Sunday bookings (24) captured Easter Sunday itself (April 20, 2025). 2026 Sunday bookings (17) reflect four post-Easter Sundays with no holiday weight. The same pattern drives the Mon–Tue softness: 2025 Mon–Tue captured Easter Monday / Tuesday post-holiday stays that have no 2026 equivalent in this window.
- **Pricing structure is unchanged.** Standard rates remain \$75 weekday and \$100 weekend, matching the published pricing on the resort website. Average price-per-booking on full-rate days (Monday \$100, Saturday \$100) confirms the pricing structure is working as intended.
- **POS markdowns were minimal this period.** \$375 in total markdowns, heavily concentrated on Friday (\$200) with the rest in small \$25–50 adjustments. This reflects the tightened markdown discipline noted in prior reports — a substantial reduction from the broader shoulder-season figure.

#### Cabana Performance Context

When controlled for the Easter calendar shift, the underlying cabana demand signal is healthy. Saturday bookings grew +16% year-over-year at full list pricing, and Friday remained strong. The bulk of the -29.9% overall decline is attributable to the 2025 window capturing peak Easter week (Sun Apr 20, 2025 + surrounding days) that the 2026 window does not. With pricing unchanged and markdowns now minimal, the underlying performance trend is stable and Management expects peak summer performance to reflect that in upcoming reports.

## 4. Staffing & Labor Analysis

The following analysis covers the five-week period of March 30 through May 3, 2026. Staff are listed by role to protect individual privacy on a public document. Salaried management team members (GM, AGM, and FOM) and salaried maintenance and janitorial staff on separate contract structures are excluded from this analysis.

Active Headcount	Scheduled Hours (5 wks)	Overall Utilization	Team Changes
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<b>12</b> 10 FT   2 PT	<b>2,264.5</b> vs. 2,300 max capacity	<b>98.5%</b> Strong peak season deployment	<b>5</b> +2 hires, +1 promotion, -2 departures
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**4a. Utilization vs. Maximum Capacity**

Maximum capacity is calculated at 40 hrs./week for Full-Time (FT) and 30 hrs./week for Part-Time (PT) employees over the 5-week period (200 hrs. FT max / 150 hrs. PT max). A 30-minute unpaid lunch break has been deducted from all shifts of 6 hours or longer.

**4b. Staff Detail (By Role)**

Role	FT/PT	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Total	Max	Util %	Notes
<b>LIFESTYLES</b>										
Lifestyles Supervisor	FT	40	40	40	40	40	200	200	100.0%	
<b>TEAM LEADS</b>										
Team Lead #1	FT	44	40	40	40	40	204	200	102.0%	Wk 1 coverage overage
Team Lead #2	FT	40	40	40	40	40	200	200	100.0%	
Team Lead #3	FT	43	48	40	40	40	211	200	105.5%	Recently promoted; Wks 1-2 coverage overages
<b>FRONT DESK / FLOATERS</b>										
Front Desk #1	FT	40	40	40	40	40	200	200	100.0%	
Front Desk #2	FT	40	40	40	40	40	200	200	100.0%	
Front Desk #3	FT	40	40	40	40	40	200	200	100.0%	
<b>POOL ATTENDANTS</b>										
Pool Attendant #1	FT	40	40	40	40	40	200	200	100.0%	
Pool Attendant #2	FT	0	32	40	40	40	152	200	76.0%	New FT hire — started Wk 2
Pool Attendant #3	FT	40	40	40	40	40	200	200	100.0%	
Pool Attendant #4	PT	36.5	37	28	28	28	157.5	150	105.0%	Wks 1-2 coverage overages

Pool Attendant #5	PT	16	40	28	28	28	140	150	93.3%	New PT hire — ramped from Wk 2
<b>OVERALL</b>							<b>2,264.5</b>	<b>2,300</b>	<b>98.5%</b>	

#### 4c. Staffing Insights & Concerns

- **Team is operating at peak season capacity.** 98.5% overall utilization across the five-week window reflects well-structured, disciplined scheduling. Nine of twelve team members (75%) are scheduled at or above 100% of their individual capacity maximums.
- **Three team members had weekly hour overages.** One Team Lead was scheduled 4 hours over the FT weekly cap in Week 1; a second Team Lead was scheduled 3 hours over in Week 1 and 8 hours over in Week 2; one PT Pool Attendant was scheduled 6.5 and 7 hours over the PT cap in Weeks 1 and 2 respectively. All overages reflect approved coverage of departures and sudden call-outs rather than scheduling errors. No coverage gaps occurred.
- **Team changes integrated successfully.** One FT Pool Attendant was hired during the period (started Week 2, at 40 hours from Week 3 forward) and one PT Pool Attendant was hired (started with weekend coverage in Week 1, ramped through Week 2, now at 28 hours per week). Both are fully integrated.
- **One team member was promoted to Team Lead.** The promotion was effective at the start of the reporting period. Elevated Week 1–2 hours reflect the operational demands of the transition combined with peak season onset.
- **Two team members separated from the organization during the period.** The two new hires and the promotion fully offset the departures. Headcount is stable and the team structure is well-positioned for the summer.

#### Coverage Note — April Period

All schedule adjustments during the period were reactive responses to operational needs, not scheduling errors. The overages documented above reflect Management’s decision to maintain service continuity through departures and sudden call-outs rather than accept coverage gaps during peak season. The team structure is now stabilized with the new hires fully integrated and the Team Lead bench strengthened by the recent promotion.

#### Looking Ahead

With the active roster at 12 and all overages traceable to specific coverage needs, Management does not anticipate near-term hiring activity unless summer traffic requires expanded PT support. The focus for the next reporting period shifts to sustained peak season execution and SOP-based onboarding completion for the two new team members.

## 5. Maintenance & Projects

The following reflects project activity and status as of April 23, 2026. Unless otherwise noted, all completed work was performed within budget and to Management’s satisfaction. With the lazy river refurbishment delayed to late Fall / early Winter, Maintenance has shifted focus to a series of low-cost aesthetic and functional repairs across the clubhouse and Cafe Sol footprint, maintaining visible resort quality during the pause.

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

Item	Summary	Action Required
<b>Lazy River Refurbishment (In Progress)</b>	Closure began April 13, 2026. Refurbishment is progressing on schedule with anticipated reopening in late May or early June pending weather and curing timelines. Management has launched the Lifestyles and Cafe Sol activation plan — supplemental entertainment programming, event nights,	<b>Board to note progress. Management providing activation plan summary.</b>

	and F&B-driven value-adds are active across the closure window.	
<b>Volleyball Court Surround (Proposals In)</b>	Vendor proposals for fencing, yard games, and turf surfacing have been received and are under review in coordination with District Management. A vendor comparison is being prepared for Board review and selection.	<b>Board to review vendor comparison and select vendor.</b>
<b>Playground Resurfacing (Scheduled)</b>	Playground resurfacing contract has been signed. Installation is being coordinated in sequence with the lazy river closure to consolidate guest impact into a single operational window.	<b>Board to note scheduling. Management to confirm start date.</b>

**5b. Completed Projects**

Project	Summary	Vendor(s)	Status
<b>Solterra Resort Entry Sign</b>	Entry sign installation completed as scheduled on March 31, 2026. Sign is fully installed, illuminated, and operational. Project delivered on time per fabricator commitment.	External fabricator	<input checked="" type="checkbox"/> Complete
<b>Concrete Bench Pads (7 Locations)</b>	Seven concrete bench pad installations have been scheduled and substantially completed. Benches are now permanently anchored at all planned locations around the clubhouse and Blvd, resolving the prior safety liability and expanding seating capacity.	Legacy Construction	<input checked="" type="checkbox"/> Complete

**5c. Ongoing Projects**

Project	Current Status	Vendor	Target	% Done
<b>Lazy River Refurbishment</b>	Closure began April 13. Refurbishment work is progressing on schedule. Reopening targeted for late May or early June pending curing and weather.	Resort Pools	Late May / Early June	<b>30%</b>
<b>Lifestyles &amp; F&amp;B Activation Plan</b>	Active during lazy river closure. Supplemental programming, event nights, and Cafe Sol value-add offerings have been deployed to sustain guest and owner satisfaction through the refurbishment window.	Internal / Cafe Sol	Through Reopening	<b>Active</b>
<b>Volleyball Court Surround</b>	Vendor proposals received for fencing, yard games, and turf. Vendor comparison being prepared for Board review.	TBD	May Meeting	<b>40%</b>
<b>Playground Resurfacing</b>	Contract signed. Installation scheduling coordinated with lazy river closure to consolidate guest impact.	TBD	May–Jun 2026	<b>15%</b>

**6. Lifestyles & Resident Programming**

With the lazy river refurbishment delayed to late Fall / early Winter 2026, Management elected not to expand Lifestyles programming as a closure-offset effort. Independent of that decision, Lifestyles has made substantial progress introducing new, budget-conscious offerings that are driving measurable guest engagement and foot traffic to the clubhouse.

### 6a. New Programming & Value-Adds

- **Gatorland live shows.** Gatorland has been brought on as a live-show entertainment partner at a flat rate of \$250 per appearance — materially less than the DJ previously holding that time slot. The shows have been a major draw at the clubhouse and represent a genuine value-add for guests. A follow-on visit is confirmed for the tail end of May.
- **DJ change — DJ Too Tall.** The resort DJ has been swapped to DJ Too Tall, a different individual and company from the prior arrangement. Cost is comparable to the previous DJ, but the level of guest engagement and overall event energy has noticeably improved. Early guest feedback has been strongly positive.
- **Glow parties.** Glow parties have been introduced during peak periods to extend evening guest engagement. The events are keeping guests at the clubhouse later into the night and have received enthusiastic response.
- **Aqua dance classes.** Aqua dance classes have been introduced on weekends, filling the programming gap left by the Zumba program that was discontinued prior to current Management's onboarding.
- **Cafe Sol & Lifestyles coordination.** Cafe Sol and Lifestyles continue to coordinate closely on event execution wherever possible, combining F&B offerings with programming to enhance guest experience and drive cafe revenue in parallel.

#### Lifestyles Summary

The Lifestyles slate has expanded meaningfully during the reporting period — with all additions structured at or below the cost of what they replaced. Gatorland at \$250/show versus the previous DJ in that slot is the clearest example. The programming changes have strengthened the clubhouse as a destination in its own right, which is reinforcing weekend and evening traffic independent of the lazy river availability.

## 7. Guest Reviews & Reputation

Guest review performance during the reporting period was strong. The resort continues to approach the 2,000-review milestone on its primary review platforms, which Management is targeting to cross by the May 1 Board meeting.

<b>Reviews This Period</b>	<b>5-Star Reviews</b>	<b>Total Reviews (To Date)</b>	<b>Avg. Period Rating</b>
<b>91</b>	<b>85</b>	<b>1,907</b>	<b>4.8 / 5</b>
Mar–Apr window	93.4% of total	Targeting 2,000 by May 1	Strong peak-season result

### 7a. Rating Breakdown

Rating	Count	% of Total	Notes
<b>5 Stars</b>	<b>85</b>	93.4%	Excellent — strong baseline of highly satisfied guests
<b>4 Stars</b>	<b>2</b>	2.2%	Good — minor feedback, no service deficiencies cited
<b>3 Stars</b>	<b>1</b>	1.1%	Neutral — rooted in guest confusion rather than operational issue
<b>1 Star</b>	<b>3</b>	3.3%	Critical — each rooted in guest confusion re: standard resort operations
<b>TOTAL</b>	<b>91</b>	<b>100%</b>	<b>Avg: 4.8 / 5.0</b>

### 7b. Follow-Up & Context

While Management takes every review seriously regardless of rating, the small number of negative reviews in this period were consistently rooted in guest confusion around standard resort and hospitality operations rather than any actual service or operational deficiency. As one representative example: a guest interpreted the automatic timer on the hot tub (a standard safety and equipment feature) as the resort restricting their use of the amenity. Direct follow-up clarified the operational context in each case.

**Reputation Milestone**

The resort is currently at 1,907 lifetime reviews across its primary review platforms. Management's goal is to cross the 2,000-review threshold by the May 1 Board meeting. This milestone reinforces the resort's standing in short-term rental booking algorithms and directly supports occupancy and rate strength heading into summer.

**8. Administrative & Operational Priorities**

The following reflects Management's primary focus areas for the upcoming period through the May Board meeting. Each initiative has active groundwork in place — the focus is execution and sequencing through sustained peak season operations.

#	Priority	Detail
1	<b>Lazy River Activation Execution</b>	Executing and refining the Lifestyles and F&B activation plan through the lazy river closure period. Focus is on maintaining guest and owner satisfaction through compelling programming alternatives and ensuring the closure window generates positive feedback rather than detraction.
2	<b>Peak Season Operations</b>	The resort is now in peak season. Day-to-day operational focus is on staffing consistency, amenity readiness, and guest experience across all departments. Recent team additions have been fully integrated into scheduling.
3	<b>Budget Season</b>	Management continues active engagement in the 2026/27 budget development process. Deliverables are progressing alongside normal operational responsibilities.
4	<b>Volleyball Court Surround Selection</b>	Finalizing vendor comparison materials for Board review and vendor selection, covering fencing, yard games, and turf surfacing for the volleyball area.
5	<b>Playground Resurfacing Coordination</b>	Coordinating playground resurfacing installation in sequence with the lazy river closure to consolidate guest impact into a single operational window.
6	<b>SOP Development</b>	Standard Operating Procedure development remains active. Front desk operations, amenity access procedures, and guest service standards are progressing with additional focus on formalizing discount authorization thresholds ahead of future shoulder seasons.
7	<b>Cafe Sol Marketing &amp; StayFi Campaigns</b>	With the StayFi captive portal live and the guest data list building, Management is working with the Artemis Communications team on the first targeted marketing campaigns. Initial focus is Cafe Sol awareness and conversion.
8	<b>Newsletter Platform Transition</b>	Newsletter migration from FrontSteps to Constant Contact continues. The April edition served as the first trial of the new mobile-friendly template.
9	<b>Team Onboarding Completion</b>	With two new team members hired this period (one FT Pool Attendant and one PT Pool Attendant), Management is completing formal onboarding and integrating them into SOP documentation and guest service standards.

Data sourced from Square POS summary and item-level exports and Artemis staff scheduling records. Financial period: Mar 6 – Apr 23, 2026. Staffing period: Mar 30 – May 3, 2026. Staff are anonymized by role on this document to protect individual privacy. All figures should be verified against source systems prior to final Board submission.

## **Tab 9**



## Vendor Bid Comparison

### Bocce, Horseshoe & Shuffleboard Court Construction

**Prepared by:** Joe Bullins, LCAM, CMCA, AMS | General Manager, Solterra Resort CDD | **Date:** April 22, 2026

*Staff recommendation prepared by Amenity Management | Based solely on bid comparison, construction quality, and cost analysis | Final vendor selection authority rests with the Board of Supervisors*

#### Executive Summary

Three vendors were solicited for the installation of bocce, horseshoe, and shuffleboard courts adjacent to the volleyball/turf amenity area. The decision is more nuanced than a straight three-way comparison because two adjacent vendor awards are already in motion and must be factored in:

- P&F Miami was previously awarded the turf installation (9,315 sqft at \$81,506) at an earlier Board meeting.
- Fence Outlet was awarded the perimeter fence (\$12,516). The agreement is signed by Fence Outlet but has not been countersigned by the District, so no cancellation exposure exists.

Subtotal of prior Board awards: **\$94,022.**

P&F submitted an integrated counterproposal that reduces the original turf scope (freeing square footage for the lawn games), adds all three requested amenity categories plus pavers and a chess court, and matches the fence scope at a near-identical price with a longer warranty. The bundle totals \$109,525, representing a net incremental cost of \$15,503 for the added lawn games scope.

P&F replaced shuffleboard with a green, citing shuffleboard's higher construction cost, higher ongoing maintenance burden, and declining popularity. For a short-term rental resort this is a defensible programming substitution likely to generate more guest engagement and online review content.

CourtCo (\$92,160 for the full scope with one shuffleboard) and Stewart Tennis (\$29,960 for bocce and horseshoe only) remain viable alternatives if the Board prefers to leave the existing awards intact and procure lawn games separately. Both cost significantly more in incremental spend than the P&F integrated bundle.

**STAFF RECOMMENDATION: Award Consolidated P&F Package (\$15,503 Net Incremental)**

**Action:** Award the P&F integrated bundle at \$109,525, superseding the prior P&F turf award. Decline to countersign the pending Fence Outlet agreement. Net incremental cost above prior awards (\$94,022) is **\$15,503** for bocce, two horseshoe courts, putting green, pavers, and a chess court.

**Cost vs. alternatives:** Adding the same cluster through Stewart (\$29,960, bocce/horseshoe only, shuffleboard still requires rebid) or CourtCo (\$92,160 full scope) costs the District \$30K to \$90K more in incremental spend. P&F eliminates three-vendor coordination in a single construction footprint.

**Shuffleboard optionality:** If the Board prefers to retain shuffleboard, a CourtCo add-on for one court is estimated at ~\$18,570 as a separate follow-on award, bringing net incremental cost to approximately \$34,000.

### Scope Alignment Notice

The four submissions do not describe the same project. Material scope gaps are summarized below and must be understood before reading the pricing tables.

Scope Item	CourtCo (both revs)	Stewart Tennis	P&F Miami	Requested?
Bocce court	Included	Included	Included	YES
Horseshoe pits (2)	Included	Included	Included	YES
Shuffleboard court(s)	Included (Opt A: 1; Opt B: 2)	NOT BID	NOT BID	YES
Volleyball post footers	Not bid	Added — \$2,140	Not bid	Related, not in this RFP
Artificial turf field (~5,015 sf)	Not bid	Not bid	Added — \$43,881	Not in this RFP
Putting green / mini-golf	Not bid	Not bid	Added — \$11,000	Not in this RFP
Paver area (300 sf)	Not bid	Not bid	Added — \$3,000	Not in this RFP
Chess court	Not bid	Not bid	Added — \$5,150	Not in this RFP
Aluminum fence + gate (472 ft)	Not bid	Not bid	Added — \$12,744	Not in this RFP

## Pricing Comparison

**Reading note:** Line items are shown as each vendor priced them. P&F items beyond the original RFP scope are listed for transparency but excluded from normalized subtotals. The Final Award Recommendation accounts for prior Board awards to show true incremental cost.

Category	Line Item	CourtCo Option A	CourtCo Option B	Stewart Tennis	P&F Miami
In-scope	Bocce court (1 court)	\$32,280	\$32,280	\$19,260	\$15,750
In-scope	Horseshoe pits (2 pits / 1 court)	\$41,310	\$41,310	\$10,700	\$18,000
In-scope	Shuffleboard (1 court — Opt A)	\$18,570	—	<b>Not bid</b>	<b>Not bid</b>
In-scope	Shuffleboard (2 courts — Opt B)	—	\$44,940	<b>Not bid</b>	<b>Not bid</b>
<b>SUBTOTAL</b>	<b>Bocce + Horseshoe only (like-for-like)</b>	<b>\$73,590</b>	<b>\$73,590</b>	<b>\$29,960</b>	<b>\$33,750</b>
<b>Items Not in Original RFP Scope (excluded from normalized subtotal)</b>					
Add-on	Volleyball post footers	—	—	\$2,140	—
Add-on	Artificial turf field (5,015 sf)	—	—	—	\$43,881
Add-on	Putting green / mini-golf (1,000 sf)	—	—	—	\$11,000
Add-on	Pavers (300 sf)	—	—	—	\$3,000
Add-on	Chess court	—	—	—	\$5,150
Add-on	Aluminum fence + gate (472 ft)	—	—	—	\$12,744
<b>TOTAL</b>	<b>Vendor's submitted bid total (as quoted)</b>	<b>\$92,160</b>	<b>\$118,530</b>	<b>\$32,100</b>	<b>\$109,525</b>

## Detailed Vendor Comparison

Category	CourtCo — Option A (1 Shuffleboard)	CourtCo — Option B (2 Shuffleboards)	Stewart Tennis Courts & Fencing	P&F Miami Service LLC
<b>Scope of Work</b>				
<b>Bocce court dimensions</b>	10' x 60' (600 sf)	10' x 60' (600 sf)	12' x 60' (720 sf)	1,500 sf (dimensions not specified)
<b>Horseshoe configuration</b>	2 courts / 12' x 60' total area	2 courts / 12' x 60' total area	2 courts (4 pits) — dimensions not specified	1,500 sf (dimensions not specified)
<b>Shuffleboard</b>	1 court, 6' x 52'	2 courts, 6' x 52' each, 18" alleys, center drain	<b>Not included</b>	<b>Not included</b>
<b>Materials &amp; Construction Specifications</b>				
<b>Bocce base</b>	600 sf of 3,500 psi fiber-mesh reinforced concrete; expansion joints every 10'	Same as Option A	Concrete slab (psi not stated)	Up to 3" crush aggregate + compacted sand (no concrete base)
<b>Bocce perimeter</b>	Concrete curb with Ipe hardwood batter boards; weep holes for drainage	Same as Option A	Pressure-treated lumber frame, 4" high	Concrete retainer only
<b>Bocce surface</b>	Next-generation synthetic grass with sand infill; pitch and center lines striped	Same as Option A	Premium artificial turf (model not specified)	PG50 turf with infill; weed-control fabric beneath
<b>Horseshoe sand depth</b>	Minimum 8" (NHPA compliant) with filter fabric	Same as Option A	<b>4" sand — less than NHPA recommendation</b>	<b>Synthetic turf surface (no sand pit per NHPA)</b>
<b>Horseshoe backstops</b>	Railroad tie backstops, 2' tall, on concrete footer with rebar anchoring	Same as Option A	Not specified	Not specified
<b>Horseshoe pitching platforms</b>	Synthetic decking (~6' x 18") on concrete; 12° angle spike per NHPA	Same as Option A	Stakes at regulation height only — no platforms	Not described
<b>Shuffleboard slab</b>	4" of 3,500 psi fiber-mesh + steel-mesh concrete on vapor barrier; medium-broom finish	Same; adds center-alley drain	N/A	N/A
<b>Shuffleboard finish</b>	1 coat acrylic resurfacer + 2 coats color with glass beads; striped to national standards	Same as Option A	N/A	N/A

Category	CourtCo — Option A (1 Shuffleboard)	CourtCo — Option B (2 Shuffleboards)	Stewart Tennis Courts & Fencing	P&F Miami Service LLC
<b>Included equipment</b>	<ul style="list-style-type: none"> <li>Bocce scoreboard</li> <li>Wooden ball holders (both ends)</li> <li>1 regulation ball set (8 + pallina)</li> </ul>	<ul style="list-style-type: none"> <li>Bocce scoreboard</li> <li>Wooden ball holders (both ends)</li> <li>1 regulation ball set (8 + pallina)</li> </ul>	None included; edging only	<ul style="list-style-type: none"> <li>Bocce scoreboard</li> <li>Wooden ball holders (both ends)</li> </ul> 1 regulation ball set (8 + pallina)
<b>Timeline</b>				
<b>Stated duration</b>	Shuffleboard phased over 3–4 weeks for concrete cure. Other courts not specified.	Same as Option A	Not specified	Not specified
<b>Weather clause</b>	Irrigation shutoff required; not liable for weather delays	Same as Option A	May delay if temp < 50°F or rain chance >= 50%	Not specified
<b>Proposal validity</b>	30 days	30 days	30 days	Not specified
<b>Payment Terms &amp; Warranty</b>				
<b>Payment schedule</b>	33% deposit / 33% at commencement / 34% at completion	33% deposit / 33% at commencement / 34% at completion	50% deposit / 50% at completion	<b>Not specified on quote</b>
<b>Warranty</b>	<b>2 years on workmanship and materials</b>	<b>2 years on workmanship and materials</b>	<b>None stated — "no implied guarantees"</b>	5-yr labor / lifetime hardware on fence; 2 yr labor on turf with 15 year material warranty for turf.
<b>Insurance / COI</b>	Available upon request	Available upon request	License CBC1252242 listed; COI not addressed	Not on quote; required in District addendum
<b>License / bonding</b>	Not stated on proposal	Not stated on proposal	<b>FL General Contractor CBC1252242</b>	Not stated on quote
<b>Key Assumptions &amp; Exclusions</b>				
<b>Permitting</b>	<ul style="list-style-type: none"> <li>Contractor pulls permits if needed</li> <li>Permit expediter + 15% admin fee</li> <li>Shop drawings and inspection fees excluded</li> </ul>	<ul style="list-style-type: none"> <li>Same as Option A</li> </ul>	No permits required — classified as routine maintenance/cosmetic	Client responsible for permits if required

Category	CourtCo — Option A (1 Shuffleboard)	CourtCo — Option B (2 Shuffleboards)	Stewart Tennis Courts & Fencing	P&F Miami Service LLC
<b>Underground utilities</b>	Not responsible for underground utilities, sprinklers, or electrical	Same as Option A	Not responsible for sprinklers, plants, grass, or sidewalks	Not responsible for cable, pipe, or moles
<b>Mobilization fees</b>	Resurfacing mob: \$1,850 / Paving or grading mob: \$4,850	Same as Option A	Not specified	Not specified
<b>Deposit refundability</b>	Non-refundable on cancellation for any reason	Same as Option A	Not addressed	Not addressed

## Final Award Recommendation

**Note:** This recommendation is presented by Amenity Management and is based solely on a comparison of submitted bids, assessed construction quality, and projected cost to the District. It does not account for any operational, legal, or strategic considerations the Board may wish to weigh. Final vendor selection authority rests with the Board of Supervisors.

### AMENITY MANAGEMENT RECOMMENDATION

#### Consolidated P&F Integrated Package

**Action:** Award the P&F bundled proposal at \$109,525 as a superseding agreement that rolls up the prior turf award and expands it to include the lawn games, pavers, chess court, and fence. Decline to countersign the pending Fence Outlet agreement.

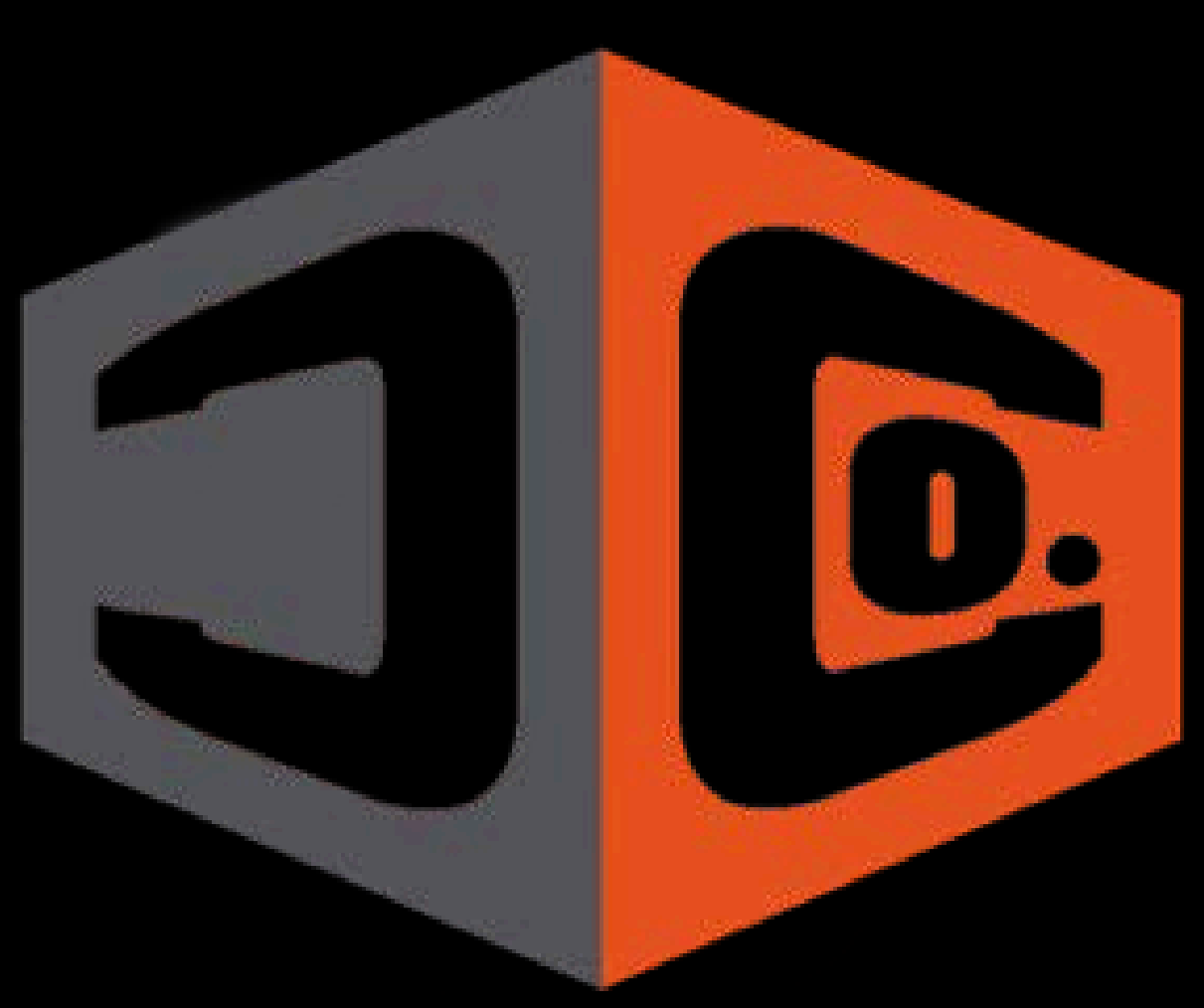
**Incremental cost analysis:** Prior Board awards total \$94,022 (P&F turf \$81,506 + Fence Outlet fence \$12,516). P&F bundle total \$109,525. Net incremental District spend: **\$15,503** for bocce, two horseshoe courts, putting green, pavers, and a chess court.

**Why P&F leads on cost:** Adding the same amenity cluster through Stewart (\$29,960, bocce/horseshoe only, shuffleboard still requires separate procurement) or CourtCo (\$92,160 full scope) costs the District \$30K–\$90K more in incremental spend. The P&F bundle also eliminates three-vendor coordination risk within a single construction footprint.

**Putting green substitution:** P&F proposed a putting green in place of shuffleboard, citing shuffleboard's higher construction and maintenance cost and declining guest-use trends. For a short-term rental resort with a younger, family-heavy demographic, Amenity Management concurs this is a stronger programming investment.

**Pre-execution conditions:** (a) Extend the 5-year labor / lifetime hardware warranty P&F offered on the fence to all scope items in writing; (b) price a concrete bocce base upgrade as a change order; (c) incorporate District standard commercial terms (LGPPA, COI naming District as additional insured, Ch. 119 F.S. public records, indemnification, E-Verify, Scrutinized Companies) modeled on the Fence Outlet addendum; (d) correct client name on the final executed contract.

**Shuffleboard optionality:** If the Board wishes to retain shuffleboard, a CourtCo add-on for one court is estimated at approximately \$18,570 as a separate follow-on award, bringing total net incremental cost to approximately \$34,000.

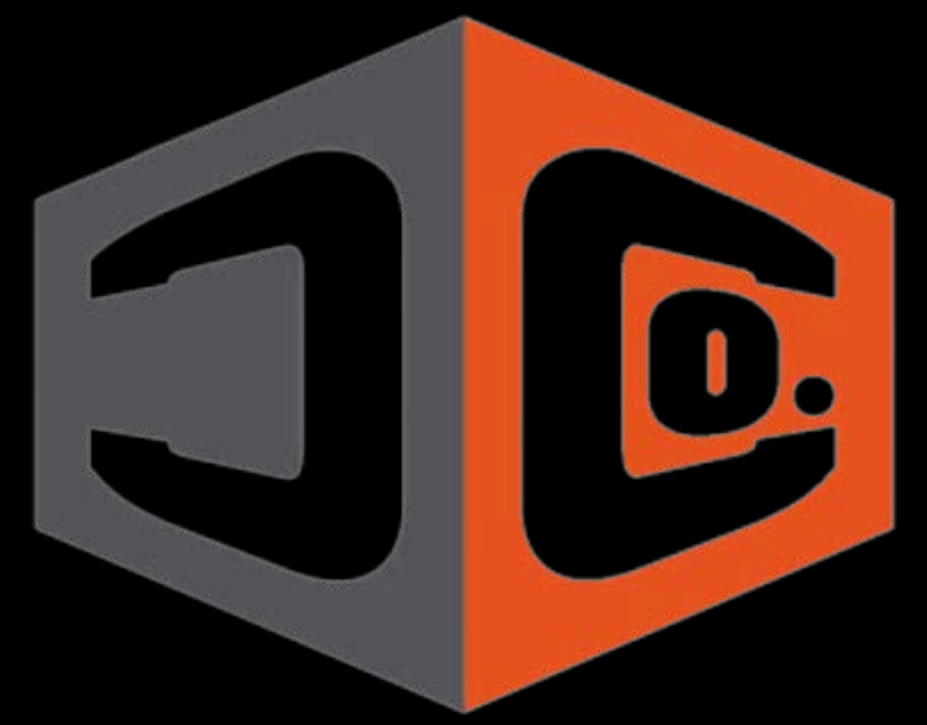


**COURT CO.**

**We Build and Design Custom Courts  
That Play as Hard as You Do.**

Whether you want a private backyard court or a professional-grade installation for your community, CourtCo has you covered. We create custom courts for pickleball, tennis, basketball, bocce, shuffleboard, and more, designed to fit your space and built to last.



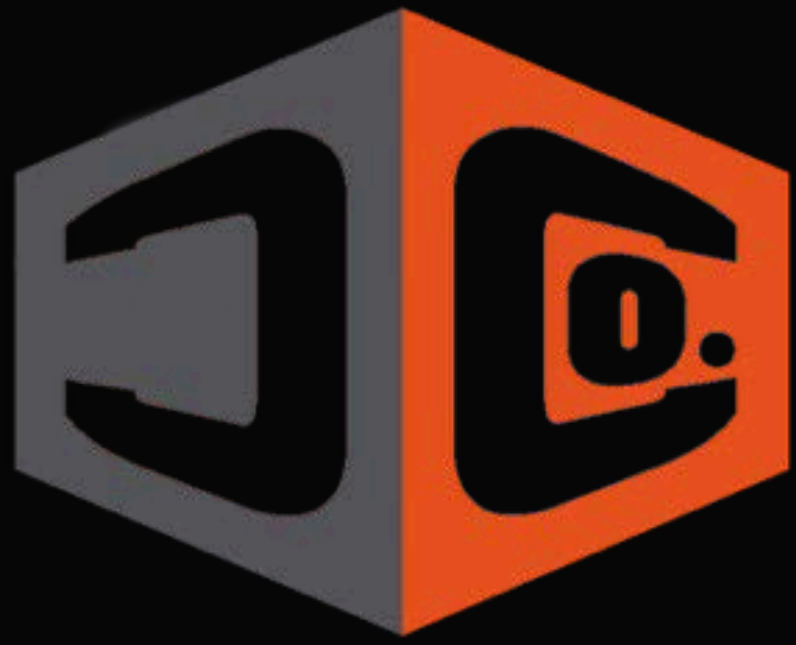


**COURT**CO.

# Why work with us ?



- ✓ Custom Design & Installation
- ✓ Quick Estimates, Honest Timelines
- ✓ Premium, Top Quality Products
- ✓ Experienced & Certified Team
- ✓ Locally Owned & Operated
- ✓ We Actually Answer the Phone



**COURT**CO.



## **Our Services:**

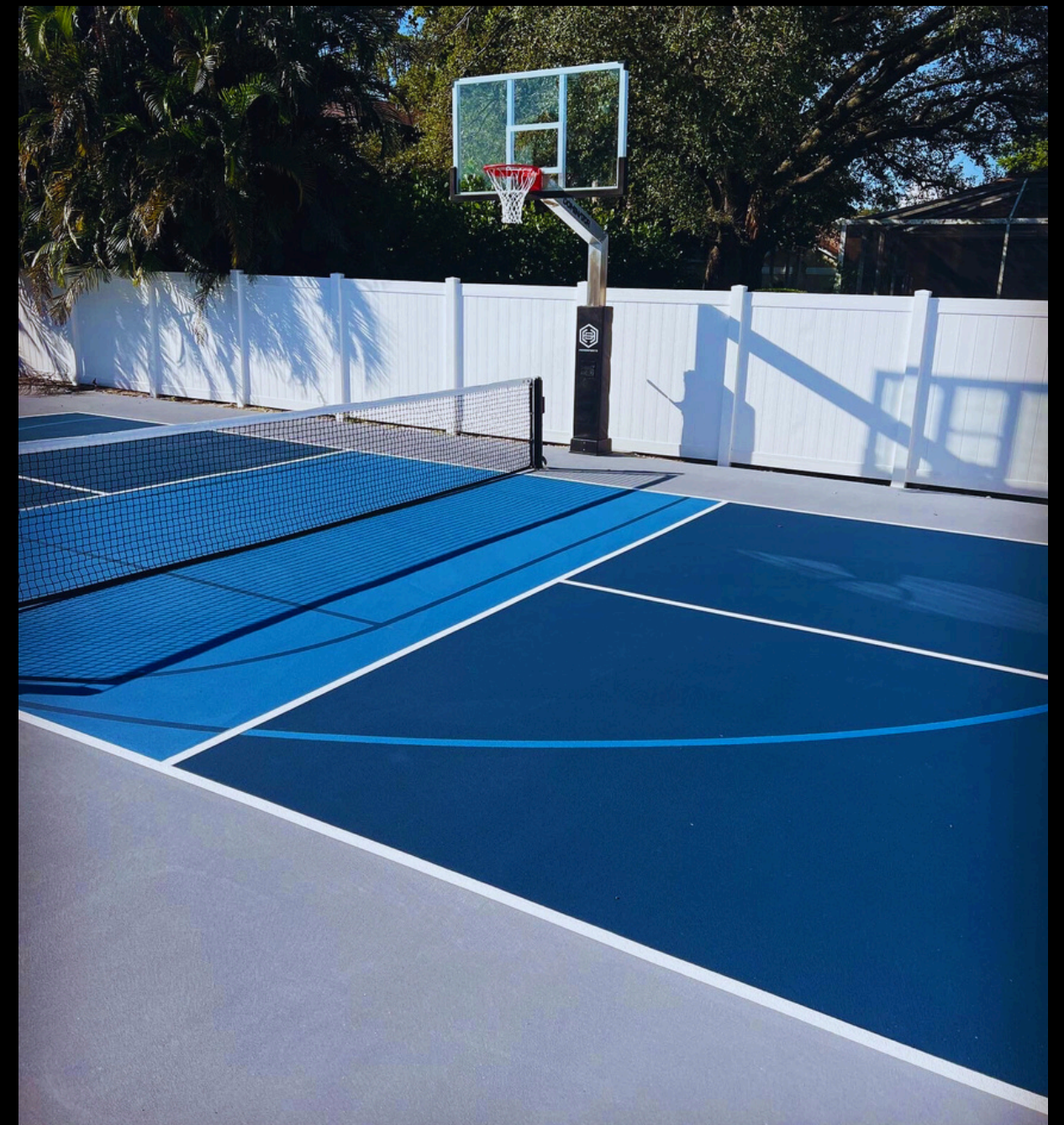
- ✓ Pickleball, Tennis, Basketball & More – Custom courts
- ✓ Custom Colors & Branding – Match your home or club.
- ✓ Lighting, Nets & Fencing – Full setup for perfect play.
- ✓ Durable, High-Performance Surfaces – Play like a pro.

# What Our Clients Say:



“From the first contact, CourtCo delivered exceptional service, they responded promptly, and offered personalized advice. The quality of materials and craftsmanship is unmatched and resulted in a court that looks amazing and my family loves playing on. Adam, Mary, and Garrett’s professionalism shone through with on-time delivery and constant communication throughout the process. The attention to detail and post-construction support underlines their commitment to customer satisfaction. If you’re considering building a sport court, they’re the experts to trust. They are the best in the business and I highly CourtCo for your court project!”

-Staci Myers



“One of the words that comes to mind is “OUTSTANDING”. The courts themselves look like they are brand new and now that the various players can get back on the courts everyone is very happy. I would be quite remiss if I didn’t acknowledge your very professional staff and team. Anytime that I called throughout this entire process for updates and/or questions, both Mary and Garrett were both readily available and/or called right back. I couldn’t ask for more than that throughout this entire process.”

-Lou Rupp



 **3046 Del Prado Blvd S | Suite 1B**  
**Cape Coral, FL 33904**  
 **844-COURTCO**  
**239-766-9636**



April 16, 2026

Attn: Joseph Bullins  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

Dear Joe,

Thank you for expressing interest in having CourtCo construct your horseshoe pits, bocce, shuffleboard courts.

Here at CourtCo, we believe that the key to successful business is delivering our customers exceptional service, excellent communication during all aspects of the project, and unparalleled quality with attention to detail. We take our commitment to quality seriously and back this up with a two-year warranty on all our projects where recommendations are followed.

We consistently strive to be on the cutting edge of court building and attend tradeshow and educational events annually so we can be a resource for our clients and guarantee our expertise. Our decades of experience in asphalt, concrete, court maintenance, and the construction field mean you will always receive knowledgeable answers from any of our team.

We have been installing and maintaining courts across the country for 45 years so there is a good chance one of our courts is just around the corner from you. Our firm has a long list of satisfied customers ranging from Disney, to HOA's, schools, and professional athletes.

Please don't hesitate to reach out with any questions or comments and for more detailed information on our services, please visit our web page at [www.courtcofl.com](http://www.courtcofl.com).

We thank you for the opportunity to earn your business and look forward to working with you.

Sincerely,

*Adam Jenne*

Adam Jenne  
CourtCo, LLC.



## PROPOSAL/AGREEMENT

April 16, 2026

### CUSTOMER

Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your horseshoe pits with respect to the following terms and specifications:

### PERMITTING: *If necessary*

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).

The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.

The Contractor will bill all permit fees as actual.

This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

### HORSESHOE PIT PREPARATION: 2 courts with a total area of 12' x 60'

The Contractor will excavate as needed to create horseshoe pits and place spoils on site.

The Contractor will form and pour a concrete curb to retain the sand and 57 stone in the horseshoe pits.

The Contractor will form and pour pitching platforms next to the sand pits.

### HORSESHOE PITS

The Contractor will supply and install solid wood block with horseshoe spike at 12° angle that meets NHPA regulations for distance.

The Contractor will supply and install a minimum 8" of sand meeting NHPA regulations with filter fabric beneath sand.

The Contractor will supply and install railroad tie back stops measuring 2' tall on concrete footer with rebar as anchoring system.

The Contractor will supply and install synthetic decking as pitching platforms on either side of the pits. Approximately 6' x 18".

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

### FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a fixed-price sum of

**\*\*\*\* FORTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS (\$ 41,310.00) \*\*\*\***

\*All prices are in US Dollars. Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



**3046 Del Prado Blvd S | Suite 1B**  
**Cape Coral, FL 33904**  
**844-COURTCO**  
**239-766-9636**



**COURT**CO.

**PROPOSAL/AGREEMENT**

April 16, 2026

**CUSTOMER**

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your bocce court with respect to the following terms and specifications:

**PERMITTING: *If necessary***

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).  
 The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.  
 The Contractor will bill all permit fees as actual.  
 This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

**BOCCE COURT PREPARATION: *1 court measuring approximately 10' x 60'***

The Contractor will remove sod or dirt and dispose in designated area on customer's property.  
*Note: The Contractor may encounter debris that is unseen and necessary for removal that will be subject to change order.*  
 The Contractor will form and pour 600 square feet of 3,500 psi fiber mesh reinforced concrete bocce court base.  
 The Contractor will install expansion joints every 10'.

**SURFACING of BOCCE COURT**

The Contractor will install a concrete curb with Ipe wood as batter boards around the perimeter of the court.  
 The Contractor will install weep holes as needed for drainage.  
 The Contractor will install next generation synthetic grass over entire surface.  
 The Contractor will install sand infill as needed to synthetic turf.  
 The Contractor will apply pitch and center lines on the border.  
 The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.  
*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

**BOCCE EQUIPMENT**

The Contractor will supply and install one scoreboard next to the new bocce court.  
 The Contractor will supply and install wooden ball holders at each end of the court.  
 The Contractor will supply the customer with one set of regulation bocce balls.  
 Set comes with:

- 8 Official Size Phenolic Plastic Bocce Balls 107mm (4.25" dia)
- 1 white Pallina 50mm (2" dia)

**FEE**

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of  
**\*\*\*\* THIRTY-TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$ 32,280.00) \*\*\*\***

\*All prices are in US Dollars. Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



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**COURTCO.**

**PROPOSAL/AGREEMENT**

April 16, 2026

**CUSTOMER**

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your shuffleboard court with respect to the following terms and specifications:

**PERMITTING: If necessary**

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).  
 The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.  
 The Contractor will bill all permit fees as actual.  
 This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

**COURT PREPARATION: 2 courts measuring approximately 6' x 52' each with 18" alleys**

The Contractor will excavate and remove dirt as necessary and move to Customer's dumpster or designated area.  
*Note: The Contractor may encounter debris that is unseen and necessary for removal that will be subject to change order.*  
 The Contractor will form area as needed and supply and install a vapor barrier.  
 The Contractor will pour concrete on stabilized sub-base unless fill is needed.  
 The Contractor will install a drain in the center alley to collect water and daylight or tie into nearby drain within 25'.  
 The Contractor will supply and install 4" of 3,500 psi fiber mesh concrete with steel mesh and provide a medium-broom finish.  
*Note: The Project to be done in 2 phases to allow 3 - 4 weeks cure time for concrete.*  
*Note: De-mucking and removal of unsuitable materials or additional fill not included.*

**SURFACING of SHUFFLEBOARD COURTS**

The Contractor will apply **1 Coat of Acrylic Resurfacer** over entire court area to fill voids and provide smooth surface.  
 The Contractor will apply **2 Coats of Color Concentrate with Glass Beads** to provide in-depth color over court surface.  
 The Contractor will stripe to national standards. *Note: A little bleeding is unavoidable.*  
 The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.  
*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

**FEE**

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of  
**\*\*\*\* FORTY-FOUR THOUSAND NINE HUNDRED FORTY DOLLARS (\$ 44,940.00) \*\*\*\***

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**Cape Coral, FL 33904**  
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**239-766-9636**



April 16, 2026

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

**PROVISIONS**

The Customer agrees to pay a 33% deposit upon acceptance of proposal.  
 The Customer agrees to pay 33% upon commencement.  
 The Customer agrees to balance upon completion of the above-proposed work.

**TERMS AND CONDITIONS**

The below stated terms and conditions, including those of subsequent pages of the contract are hereby accepted and agreed to. All additions or subtractions from agreed upon proposal must be submitted in writing and signed and approved by all parties. No work will be scheduled without a signed proposal and deposit. Quote does not include any engineering layout, shop drawings, testing, as-builts, permit fees, dumpster or disposal fees, or bonding unless otherwise specifically stated in scope of work. CourtCo cannot guarantee elimination of standing water or pre-existing cracks and defects. Irrigation must be turned off before, throughout the duration, and for two days after completion of the project to allow adequate application and dry time. CourtCo is not responsible for damage to irrigation, or damage caused by irrigation. CourtCo is not responsible for underground utilities, water lines, sprinklers, or electrical lines. The Customer must provide water, electricity, and all necessary hookups at no cost to the Contractor as Contractor deems necessary to perform the work. The Customer is to provide stable access to the court. CourtCo assumes no responsibility to damage to sod or surrounding areas needed to access the court. CourtCo shall thoroughly and expediently clean up all debris, materials, trash, etc., upon job completion. Clean up must be conducted on site and a wash down area is required to rinse equipment and containers. CourtCo will do its best to protect the surrounding areas, however, is not responsible for any paint residue that may remain in any wash out areas. Note: Grass on the staging area may become damaged and we are not responsible for sod replacement as it is impossible to prevent. CourtCo assumes no responsibility for any pedestrians breaking through barricaded areas, causing tracking of materials or paint, damages to cars or persons trespassing in designated areas. Client agrees to pay interest rate of 1.5% per month for past due outstanding balance. All deposits are non-refundable upon cancellation of contract by client for any reason. Due to unforeseen cost increases, CourtCo reserves the right to withdraw the proposal at any time prior to commencement of work. Certificates of insurance shall be provided upon request before the commencement of work. Additional resurfacing/maintenance mobilizations will be an additional charge of \$1,850.00 per mobilization. Additional paving/grading mobilizations will be an additional charge of \$4,850.00 per mobilization. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between CourtCo and the financially responsible company for with the work will be performed. Any deviations from the specifications and modifications of this agreement, including incidental work, reductions in work, and adjustments in price or terms, shall be set forth in writing and signed by both parties. CourtCo shall not be responsible for previous damages to court area and facilities. Property has been evaluated for damages to court area and facilities. It is further understood that CourtCo shall not be responsible for any damages or deterioration of any work, weather completed or in progress, resulting from any causes beyond CourtCo's control, including but not limited to, failure or inadequacy of any labor or materials not furnished or installed by CourtCo. Unless otherwise stated, CourtCo does not guarantee against bird baths. The Customer will have 7 days once the project is complete and invoiced to request any and all punch list items to be resolved. If a punch list is not received within 7 days, the project will be deemed acceptable. Payment will then be due in accordance with the payment terms stated in our contract. This contract supersedes any and all other contracts provided by the client. CourtCo pledges to complete each project as expeditiously as possible, but given the current economic climate, the Customer acknowledges the possibility of having additional costs passed on via change order. These costs that arise as a result of inflation, labor shortages, or rising costs of materials will be disclosed as soon as they are learned, and a change order will be issued.

**CREDIT**

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the value of the work done. No further work shall be scheduled or completed if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorney's fees and all costs of litigation from the opposing party, including appellate attorney's fees. Interest of 1-1/2% per month will be charged on accounts past due.

**GUARANTEE**

It is CourtCo's pledge to perform at the top of the industry standards with regard to operation and performance of machinery and/or the application of the products and services. The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes normal wear and tear, physical abuse, neglect, and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc., will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by: Adam Jenne  
 Adam Jenne  
 CourtCo, LLC.

Proposal accepted by: \_\_\_\_\_

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

 **3046 Del Prado Blvd S | Suite 1B**  
**Cape Coral, FL 33904**  
 **844-COURTCO**  
**239-766-9636**



April 21, 2026

Attn: Joseph Bullins  
Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

Dear Joe,

Thank you for expressing interest in having CourtCo construct your horseshoe pits, bocce, shuffleboard courts.

Here at CourtCo, we believe that the key to successful business is delivering our customers exceptional service, excellent communication during all aspects of the project, and unparalleled quality with attention to detail. We take our commitment to quality seriously and back this up with a two-year warranty on all our projects where recommendations are followed.

We consistently strive to be on the cutting edge of court building and attend tradeshow and educational events annually so we can be a resource for our clients and guarantee our expertise. Our decades of experience in asphalt, concrete, court maintenance, and the construction field mean you will always receive knowledgeable answers from any of our team.

We have been installing and maintaining courts across the country for 45 years so there is a good chance one of our courts is just around the corner from you. Our firm has a long list of satisfied customers ranging from Disney, to HOA's, schools, and professional athletes.

Please don't hesitate to reach out with any questions or comments and for more detailed information on our services, please visit our web page at [www.courtcofl.com](http://www.courtcofl.com).

We thank you for the opportunity to earn your business and look forward to working with you.

Sincerely,

*Adam Jenne*

Adam Jenne  
CourtCo, LLC.



## PROPOSAL/AGREEMENT

April 21, 2026

### CUSTOMER

Solterra Resort  
5200 Solterra Blvd  
Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your horseshoe pits with respect to the following terms and specifications:

### PERMITTING: *If necessary*

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).  
The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.  
The Contractor will bill all permit fees as actual.  
This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

### HORSESHOE PIT PREPARATION: 2 courts with a total area of 12' x 60'

The Contractor will excavate as needed to create horseshoe pits and place spoils on site.  
The Contractor will form and pour a concrete curb to retain the sand and 57 stone in the horseshoe pits.  
The Contractor will form and pour pitching platforms next to the sand pits.

### HORSESHOE PITS

The Contractor will supply and install solid wood block with horseshoe spike at 12° angle that meets NHPA regulations for distance.  
The Contractor will supply and install a minimum 8" of sand meeting NHPA regulations with filter fabric beneath sand.  
The Contractor will supply and install railroad tie back stops measuring 2' tall on concrete footer with rebar as anchoring system.  
The Contractor will supply and install synthetic decking as pitching platforms on either side of the pits. Approximately 6' x 18".  
The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.  
*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

### FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a fixed-price sum of  
**\*\*\*\* FORTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS (\$ 41,310.00) \*\*\*\***

\*All prices are in US Dollars. Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



**3046 Del Prado Blvd S | Suite 1B**  
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**844-COURTCO**  
**239-766-9636**



**COURT**CO.

**PROPOSAL/AGREEMENT**

April 21, 2026

**CUSTOMER**

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your bocce court with respect to the following terms and specifications:

**PERMITTING: *If necessary***

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).  
 The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.  
 The Contractor will bill all permit fees as actual.  
 This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

**BOCCE COURT PREPARATION: *1 court measuring approximately 10' x 60'***

The Contractor will remove sod or dirt and dispose in designated area on customer's property.  
*Note: The Contractor may encounter debris that is unseen and necessary for removal that will be subject to change order.*  
 The Contractor will form and pour 600 square feet of 3,500 psi fiber mesh reinforced concrete bocce court base.  
 The Contractor will install expansion joints every 10'.

**SURFACING of BOCCE COURT**

The Contractor will install a concrete curb with Ipe wood as batter boards around the perimeter of the court.  
 The Contractor will install weep holes as needed for drainage.  
 The Contractor will install next generation synthetic grass over entire surface.  
 The Contractor will install sand infill as needed to synthetic turf.  
 The Contractor will apply pitch and center lines on the border.  
 The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.  
*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

**BOCCE EQUIPMENT**

The Contractor will supply and install one scoreboard next to the new bocce court.  
 The Contractor will supply and install wooden ball holders at each end of the court.  
 The Contractor will supply the customer with one set of regulation bocce balls.  
 Set comes with:

- 8 Official Size Phenolic Plastic Bocce Balls 107mm (4.25" dia)
- 1 white Pallina 50mm (2" dia)

**FEE**

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of  
**\*\*\*\* THIRTY-TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$ 32,280.00) \*\*\*\***

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**COURT**CO.

**PROPOSAL/AGREEMENT**

April 21, 2026

**CUSTOMER**

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Solterra Resort, hereinafter called the Customer, for the construction of your shuffleboard court with respect to the following terms and specifications:

**PERMITTING: If necessary**

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).  
 The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.  
 The Contractor will bill all permit fees as actual.  
 This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

**COURT PREPARATION: 1 court measuring approximately 6' x 52'**

The Contractor will excavate and remove dirt as necessary and move to Customer's dumpster or designated area.  
*Note: The Contractor may encounter debris that is unseen and necessary for removal that will be subject to change order.*  
 The Contractor will form area as needed and supply and install a vapor barrier.  
 The Contractor will pour concrete on stabilized sub-base unless fill is needed.  
 The Contractor will supply and install 4" of 3,500 psi fiber mesh concrete with steel mesh and provide a medium-broom finish.  
*Note: The Project to be done in 2 phases to allow 3 - 4 weeks cure time for concrete.*  
*Note: De-mucking and removal of unsuitable materials or additional fill not included.*

**SURFACING of SHUFFLEBOARD COURT**

The Contractor will apply **1 Coat of Acrylic Resurfacer** over entire court area to fill voids and provide smooth surface.  
 The Contractor will apply **2 Coats of Color Concentrate with Glass Beads** to provide in-depth color over court surface.  
 The Contractor will stripe to national standards. *Note: A little bleeding is unavoidable.*  
 The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.  
*Note: Disposal prices vary across the state. CourtCo can provide dumpster but will pass expense to the Customer.*

**FEE**

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of  
**\*\*\*\* EIGHTEEN THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$ 18,570.00) \*\*\*\***

\*All prices are in US Dollars. Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



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**Cape Coral, FL 33904**  
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April 21, 2026

Solterra Resort  
 5200 Solterra Blvd  
 Davenport, FL 33837

**PROVISIONS**

The Customer agrees to pay a 33% deposit upon acceptance of proposal.  
 The Customer agrees to pay 33% upon commencement.  
 The Customer agrees to balance upon completion of the above-proposed work.

**TERMS AND CONDITIONS**

The below stated terms and conditions, including those of subsequent pages of the contract are hereby accepted and agreed to. All additions or subtractions from agreed upon proposal must be submitted in writing and signed and approved by all parties. No work will be scheduled without a signed proposal and deposit. Quote does not include any engineering layout, shop drawings, testing, as-builts, permit fees, dumpster or disposal fees, or bonding unless otherwise specifically stated in scope of work. CourtCo cannot guarantee elimination of standing water or pre-existing cracks and defects. Irrigation must be turned off before, throughout the duration, and for two days after completion of the project to allow adequate application and dry time. CourtCo is not responsible for damage to irrigation, or damage caused by irrigation. CourtCo is not responsible for underground utilities, water lines, sprinklers, or electrical lines. The Customer must provide water, electricity, and all necessary hookups at no cost to the Contractor as Contractor deems necessary to perform the work. The Customer is to provide stable access to the court. CourtCo assumes no responsibility to damage to sod or surrounding areas needed to access the court. CourtCo shall thoroughly and expediently clean up all debris, materials, trash, etc., upon job completion. Clean up must be conducted on site and a wash down area is required to rinse equipment and containers. CourtCo will do its best to protect the surrounding areas, however, is not responsible for any paint residue that may remain in any wash out areas. Note: Grass on the staging area may become damaged and we are not responsible for sod replacement as it is impossible to prevent. CourtCo assumes no responsibility for any pedestrians breaking through barricaded areas, causing tracking of materials or paint, damages to cars or persons trespassing in designated areas. Client agrees to pay interest rate of 1.5% per month for past due outstanding balance. All deposits are non-refundable upon cancellation of contract by client for any reason. Due to unforeseen cost increases, CourtCo reserves the right to withdraw the proposal at any time prior to commencement of work. Certificates of insurance shall be provided upon request before the commencement of work. Additional resurfacing/maintenance mobilizations will be an additional charge of \$1,850.00 per mobilization. Additional paving/grading mobilizations will be an additional charge of \$4,850.00 per mobilization. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between CourtCo and the financially responsible company for with the work will be performed. Any deviations from the specifications and modifications of this agreement, including incidental work, reductions in work, and adjustments in price or terms, shall be set forth in writing and signed by both parties. CourtCo shall not be responsible for previous damages to court area and facilities. Property has been evaluated for damages to court area and facilities. It is further understood that CourtCo shall not be responsible for any damages or deterioration of any work, weather completed or in progress, resulting from any causes beyond CourtCo's control, including but not limited to, failure or inadequacy of any labor or materials not furnished or installed by CourtCo. Unless otherwise stated, CourtCo does not guarantee against bird baths. The Customer will have 7 days once the project is complete and invoiced to request any and all punch list items to be resolved. If a punch list is not received within 7 days, the project will be deemed acceptable. Payment will then be due in accordance with the payment terms stated in our contract. This contract supersedes any and all other contracts provided by the client. CourtCo pledges to complete each project as expeditiously as possible, but given the current economic climate, the Customer acknowledges the possibility of having additional costs passed on via change order. These costs that arise as a result of inflation, labor shortages, or rising costs of materials will be disclosed as soon as they are learned, and a change order will be issued.

**CREDIT**

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the value of the work done. No further work shall be scheduled or completed if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorney's fees and all costs of litigation from the opposing party, including appellate attorney's fees. Interest of 1-1/2% per month will be charged on accounts past due.

**GUARANTEE**

It is CourtCo's pledge to perform at the top of the industry standards with regard to operation and performance of machinery and/or the application of the products and services. The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes normal wear and tear, physical abuse, neglect, and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc., will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by: Adam Jenne

Adam Jenne  
 CourtCo, LLC.

Proposal accepted by: \_\_\_\_\_

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

# Stewart Tennis Courts & Fencing Inc.



PO BOX 485

Terra Ceia, FL 34250

Office: 941-746-7718

Fax: 941-746-7116

**Prepared by: Ed Berry**

**Ed.stewarttennis@gmail.com**

**CBC1252242**

*Solterra Resorts CDD*

*5200 Solterra Blvd*

*Davenport Fl. 33837*

*Joseph Bullins*

*336-944-2024*

*[jbullins@artemislifestyles.com](mailto:jbullins@artemislifestyles.com)*

## **Scope Of Work To Install 1 Regulation Bocce Courts And 2 Horseshoe Pits.**

### **Site Preparation and Excavation:**

- *Clear and remove existing vegetation and debris from the designated project area.*
- *Excavate and level the bocce ball court area to create a flat playing surface.*
- *Excavate and prepare the horseshoe pit area with 4 separate pits.*
- *Remove and dispose of all excavated soil and debris from the site.*
- *Grade and compact all prepared surfaces to ensure proper drainage and stability.*
- *Ensure all surfaces are properly compacted and graded for optimal play and drainage.*
- *Add edging or border finishing as needed to define play areas.*

### **Bocce Ball Court Construction:**

- *Construct wooden border frame for bocce courts using pressure-treated lumber 60 feet long by 12 feet wide by 4 inches high.*
- *Install concrete slab base with premium artificial turf surface.*
- *Ensure all corners are square and borders are level.*

Total for this section. **\$19,260.00**

Customer's initials. \_\_\_\_\_

Stewart Tennis Courts  
& Fencing Inc.

# Stewart Tennis Courts & Fencing Inc.



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Office: 941-746-7718

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**CBC1252242**

## **Horseshoe Pit Construction:**

- Construct four separate horseshoe pit frames (2 courts) using pressure-treated lumber.
- Install landscape fabric at the bottom of each pit to prevent weed growth.
- Install 4 inches of sand for the surface.
- Ensure pits are level and properly spaced for regulation play.
- Install stakes in the center of each pit at regulation height and distance.

Total for this section. **\$10,700.00**

Customer's initials. \_\_\_\_\_

## **Installing Concrete Footers for Volleyball Court Posts:**

- Excavate two holes in sand around existing volleyball court posts.
- Remove and set aside existing posts temporarily to access footer installation areas.
- Prepare holes by removing loose sand and compacting base material.
- Mix and pour concrete into each hole to secure footer installation.
- Reinstall sleeved existing volleyball court posts into concrete footers, ensuring posts are plumb and properly aligned.
- Allow concrete to cure per manufacturer specifications before tensioning volleyball net.
- Clean up work area and remove any excess concrete or debris from sand court surface.

Total for this section. **\$2,140.00**

Customer's initials. \_\_\_\_\_

Stewart Tennis Courts  
& Fencing Inc.

Stewart Tennis  
Courts  
& Fencing Inc.



PO BOX 485

Terra Ceia, FL 34250  
Office: 941-746-7718  
Fax: 941-746-7116

**Prepared by: Ed Berry**  
**Ed.stewarttennis@gmail.com**  
**CBC1252242**

***This is a proposal. Once a proposal is signed a contract will be sent for the customer to sign.***

***A 50% deposit of \$16,050.00 is due upon contract signing. The remaining balance of \$16,050.00 is due upon the completion and satisfaction of job.***

***We propose hereby to furnish material and labor-complete in accordance with the above specification for the total of \$32,100.00.***

Proposal by Ed Berry on March 10, 2026

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**ACCEPTANCE OF PROPOSAL**

This proposal is valid for **30 days** from the date of submission.

The above prices, specifications and conditions are hereby accepted. ST&F can proceed with the above agreed upon Scope of work.

ACCEPTING SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

*Stewart will not be held responsible for damage done to sprinklers, plants, grass and/or sidewalks. However, we can repair them but there will be a charge. If weather is colder than 50 degrees and our rain chances are 50%, or higher, we choose if we work that day or days. This does not cover permits, engineering fees, office staff fees nor permit fees. For this specific project there are no permits required, it is generally classified as routine maintenance/cosmetic. If not explicitly expressed there are no implied guarantees. Hollow spots on court surfaces are a result of sub-base construction issues; it is the responsibility of the customer to identify such areas. After resurfacing STCF will not be held responsible for hollow spots. If we must go to court over nonpayment the owner will reimburse Stewart for court and attorney fees.*

Stewart Tennis Courts  
& Fencing Inc.

## 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): 5015 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>	5,015	8.75	43,881.25

Services	<p data-bbox="568 102 1055 199">Scope of Work: Bocce Court Measurements (sqft): 1500 Turf Model: PG 50</p> <ul data-bbox="568 231 1055 1218" style="list-style-type: none"> <li data-bbox="568 231 1055 451">• 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 data-bbox="568 451 1055 546">• Create a concrete retainer along the perimeter to contain the base and to secure the turf.</li> <li data-bbox="568 546 1055 640">• Install weed control fabric to minimize the possibility for weed growth.</li> <li data-bbox="568 640 1055 735">• The turf is placed, cut, and seamed according to manufacturer specifications.</li> <li data-bbox="568 735 1055 861">• All perimeter edges and seams are glued down using heavy-duty outdoor turf adhesive (use of nails if required)</li> <li data-bbox="568 861 1055 955">• Add a top coat of infill as required.</li> </ul> <p data-bbox="568 955 1055 1018">Note: Total square footage includes waste. P&amp;F is not responsible for weed growth.</p> <p data-bbox="568 1018 1055 1113">P&amp;F is not responsible for obtaining permits. The client must obtain the permits if required.</p> <p data-bbox="568 1113 1055 1144">P&amp;F is not responsible for moles.</p> <p data-bbox="568 1144 1055 1218">P&amp;F is not responsible for cable or pipe</p>	1,500	10.50	15,750.00
Services	<p data-bbox="568 1239 1055 1335">Scope of Work: Horseshoe courts Measurements (sqft): 1500 Turf Model: PG 50</p> <ul data-bbox="568 1365 1055 1936" style="list-style-type: none"> <li data-bbox="568 1365 1055 1585">• 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 data-bbox="568 1585 1055 1680">• Create a concrete retainer along the perimeter to contain the base and to secure the turf.</li> <li data-bbox="568 1680 1055 1774">• Install weed control fabric to minimize the possibility for weed growth.</li> <li data-bbox="568 1774 1055 1869">• The turf is placed, cut, and seamed according to manufacturer specifications.</li> <li data-bbox="568 1869 1055 1936">• All perimeter edges and seams are glued down using heavy-duty</li> </ul>	1,500	12.00	18,000.00

	<p>outdoor turf adhesive (use of nails if required)</p> <ul style="list-style-type: none"> <li>• Add a top coat of infill as required.</li> </ul> <p>Note: Total square footage includes waste.</p> <p>P&amp;F is not responsible for weed growth.</p> <p>P&amp;F is not responsible for obtaining permits. The client must obtain the permits if required.</p> <p>P&amp;F is not responsible for moles.</p> <p>P&amp;F Is not responsible for cable or pipe</p>			
Putting Green Professional	<p>Scope of work: Create a mini golf. This will include a fringe grass known as a rough around entire mini golf. Cups will also include poles and flags:</p> <p>Turf Model:PG 50 Fringe:PS 70 Measurements (SqFt):1000 (We will include white grass for the bunker)</p> <ul style="list-style-type: none"> <li>• Excavation and disposal of sod material.</li> <li>• Fixing base of wodden Patio porch to accomodate grass and weight</li> <li>• Preparation of base with lime rock and screen sand.</li> <li>• Grade, level and plate compact.</li> <li>• Cement (6) putt cups into place.</li> <li>• Draw out designs into base and start cutting out putting green material.</li> <li>• Attach putting green and fringe grass using seam tape and glue.</li> <li>• Add Enviorfill Infill and Power broom entire area.</li> </ul>	1,000	11.00	11,000.00
Services	<p>Scope of work: Pavers Installation Measurements (sqft): 300 Pavers Model:Mega Olde Towne (Glacier) (Where will the umbrellas go)</p> <ul style="list-style-type: none"> <li>• Whenever is necessary, present sod,existing concrete driveway,soil will be removed, and the site graded to accommodate up to 3" of crush aggregate and a top layer of</li> </ul>	300	10.00	3,000.00

compacted sand whenever necessary (more material could be used to create desired undulations)

- Create a concrete retainer along the perimeter to contain the base and to secure the pavers

Note: Total square footage includes waste.

P&F is not responsible for obtaining permits. The client must obtain the permits if required.

P&F is not responsible for moles.

P&F Is not responsible for cable or pipe

Services	Scope of Work: Chess court Black and white	1	5,150.00	5,150.00
Services	Scope of Work: Fence 5 ft. H x 6 ft. W Black Aluminum Pre-Assembled Flat Top Spaced Picket Fence Panel  1 Gate 5ft H x 5Ft W	472	27.00	12,744.00

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	SUBTOTAL	109,525.25
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	TAX	0.00
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	TOTAL	<b>\$109,525.25</b>
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Accepted By

Accepted Date

**AGREEMENT**



**Commercial Sales**

Estimate #: JD419  
Estimate Date: 4/08/2026  
Expiration Date: 4/18/2026

**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:

438' of 5'H Black Aluminum Fence - Commercial Grade - 3 Rail Flat Top  
(1) 5'H x 5'W Gates with Standard Hardware

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

**ESTIMATE TOTAL COST: \$12,516.00**

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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. These stakes should also indicate the anticipated grade changes along the fence and the overall appearance of the fence. Fences exceeding 6 inches above the current grade will require longer posts, which may incur additional costs.
3. The Owner/Contractor must ensure a 10-foot wide, clear and stable path along the fence line. Multiple stable access points must also be provided, or additional ferrying charges may apply.
4. Core drilling, cutting through asphalt, and excavation through rock are excluded from this estimate unless otherwise specified. Any equipment and labor necessary for such tasks will require a change order.
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. If property pins cannot be located, a current survey or fence placement agreement is strongly recommended.
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. Additional mobilizations will be charged accordingly.
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. Failure to do so may result in remobilization fees.
11. Fence Outlet retains ownership of all materials until full payment is received. In the event of non-payment, the customer grants Fence Outlet the right of access to retrieve unpaid materials after written notice.
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. However, timelines may be impacted by permitting, weather, supply issues, or site access delays.
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. All warranty claims will be addressed within 5 business days.
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. If resolution cannot be reached, both parties agree to engage in mediation before pursuing legal action.

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

<p>Fence Outlet</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	 <p>Owner/Contractor</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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. These terms shall govern all aspects of the project unless expressly modified by mutual written agreement.

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## ADDENDUM TO AGREEMENT

**Agreement:** Proposal #JD419, dated April 8, 2026 (“**Agreement**”)  
**Contractor:** Fence Outlet Inc., a Florida corporation (“**Contractor**”)  
**District:** Solterra Resort Community Development District (“**District**”)  
**Services:** 438’ of 5’H Black Aluminum Commercial Grade Fence Installation with One 5’H x 5’W Gate (“**Services**”)

The following provisions govern the Agreement referenced above:

1. Effective Date. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Duties.
  - a. Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances.
  - b. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions.
  - c. Contractor warrants to the District that all materials furnished under the Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of the Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by Contractor pursuant to the Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items, if any, to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the Services, nor 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 materials or Services 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.
  - d. All permits or licenses necessary for Contractor to perform under the Agreement shall be obtained and paid for by Contractor.
3. Insurance.
  - a. Contractor, and any subcontractor performing the Services described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:

- i. Workers' Compensation Insurance in accordance with the laws of the State of Florida with \$1,000,000.00 Employer's Liability Insurance Coverage.
    - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000.00 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operations.
    - iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000.00 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.
  - b. Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff, and representatives as additional insureds on all policies above except for Workers' Compensation and Employer's Liability Insurance. At no time shall Contractor be without insurance in the above amounts. No policy may be cancelled during the term of the 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 the 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, and a 30-Day Notice of Cancellation applies 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. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
4. Compensation. In exchange for completing the Services, the District agrees to pay Contractor in an amount not to exceed **Twelve Thousand Five Hundred Sixteen Dollars and Zero Cents (\$12,516.00)**. The compensation includes all parts, materials, permits, and labor necessary to complete the Services as described in the Agreement and this Addendum. Compensation under the Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in sections 218.70 et seq. of the Florida Statutes, and the District's adopted *Rules of Procedures*.
5. Indemnification.
  - a. Indemnification by Contractor. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement, this Addendum, or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives (together, "**Indemnitees**"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by

any of them to perform any of the work as described in the Agreement and this Addendum, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to the Agreement, this Addendum, or any work or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in the Agreement or this Addendum.

- b. Limit. To the extent a limitation is required by law, the obligations under this section shall be limited to no more than One Million Dollars (\$1,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to the Agreement. Nothing in this section is intended to waive or alter any other remedies that the District may have as against Contractor.
  - c. Obligations. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 5 are independent of, and will not be limited by, any insurance required to be obtained by Contractor.
6. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
  7. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party for any or no reason; provided, however, that any termination by Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District; provided, however, that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
  8. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with the 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** of Rizzetta & Company, Inc. ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain, and meet all applicable requirements for

retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

9. Assignment. Neither the District nor Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.
10. Liens and Claims. Notwithstanding any other language in the Agreement, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Agreement and this Addendum. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under the Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens, and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under the Agreement, and Contractor shall immediately discharge any such claim or lien.
11. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Polk County, Florida.
12. E-Verify. 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. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.09(1), *Florida Statutes*. By entering into the Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.
13. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the 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 Iran Terrorism Sectors List, or the Scrutinized Companies or other Entities 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 or the Scrutinized Companies with Activities in 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 or other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

14. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the 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(14), *Florida Statutes*.
15. Construction Defects. To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.
16. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.
17. Counterparts. The 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. Additionally, the parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

*[Signature page follows]*

*[Signature page to Addendum to Agreement with Fence Outlet Inc.]*

**FENCE OUTLET INC.**



By: **Rajul Patel**

Its: **President**

Date: **4/13/2026**

**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

By: Brian Meert

Its: Chairman, Board of Supervisors

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		

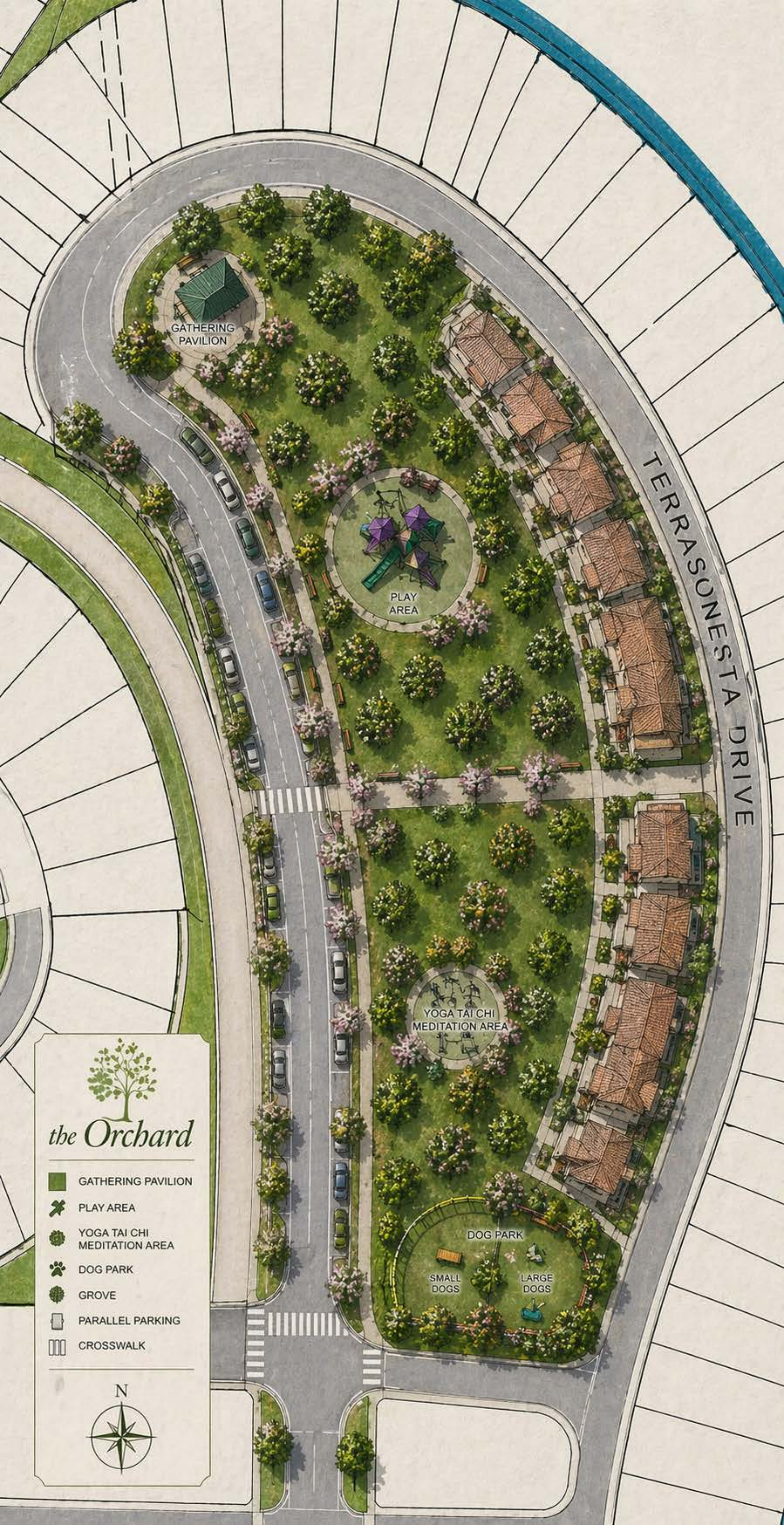
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Artificial grass installation	<p>Scope of work: Artificial Grass Installation Measurements (sqft): 9315 Turf Model:PS70</p> <ul style="list-style-type: none"><li>• Whenever is necessary, present sod and soil will be removed, and the site graded to accommodate 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

# Tab 10



TERRASOMESTA DRIVE

GATHERING PAVILION

PLAY AREA

YOGA TAI CHI MEDITATION AREA

DOG PARK

SMALL DOGS

LARGE DOGS



# the Orchard

-  GATHERING PAVILION
-  PLAY AREA
-  YOGA TAI CHI MEDITATION AREA
-  DOG PARK
-  GROVE
-  PARALLEL PARKING
-  CROSSWALK













PLEASE  
CLEAN UP PET  
CAFEE YOUR PEET



PLEASE CLEAN UP YOUR PET'S WASTE







# **Tab 11**



- LEGEND**
1. Parking
  2. Tesla Super Chargers
  3. Electric Car Chargers
  4. General Store
  5. Postal Store
  6. Artificial Turf
  7. Games & Picnic Area
  8. Mobile Checkin Station
  9. Solterra Selfie Sign
  10. Fitness Center
  11. Cardio Room Expansion
  12. Kids Splash Pad + Slide
  13. Kids Splash Pool
  14. Waterfall Sign
  15. LED Jumbo Tron TV
  16. Hot Tub
  17. Adults - Tiki Bar
  18. Adults - DJ Booth
  19. Adults - Firepit
  20. Solterra Storage
  21. Flowrider
  22. Hot Tub
  23. Cold Plunge
  24. Spa + Longevity Center
  25. 9 hole miniature Miniture Golf Course
  26. Hot Tub
  27. Game Room

## **Tab 12**

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

**THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT (“License Agreement”)** is made and entered into this \_\_\_ day of April 2026, by and between:

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

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

**RECITALS**

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

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

**WHEREAS**, Licensee approached the District and desires to make use of the recreational open space described above (“**License Area**”) for hosting a holiday event for District residents, their guests, and members of the community from April 18, 2027, through May 2, 2027, (“**Event**”); and

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

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

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

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

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

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

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

- A.** Licensee's access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District's property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize non-District property.
- B.** Licensee's access is limited to the Event taking place beginning on April 18, 2027, and ending on May 2, 2027, which includes set-up and take-down.
- C.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.
- D.** Licensee's use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the District's adopted Amenity Facilities Policies and Rates), and Licensee's use shall not interfere with the operation of the License Area as a public improvement.

- E. Proper non-permanent signage regarding parking and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of the Event.
- F. Licensee shall be solely responsible for all preparations necessary for the Event to be held on the License Area. The District and the Licensee agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of Licensee. Licensee understands and agrees that serving or selling of alcoholic beverages during the Event is strictly prohibited.
- G. Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Amenity Facilities Policies and Rates, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a District sponsored or affiliated event.
- H. Licensee agrees to make every reasonable effort to ensure that District property, including the License Area, is not damaged or injured and agrees to assume full responsibility for the use of the License Area by its vendors, Licensees, employees, agents, representatives, invitees or attendees during the preparations for, the conducting of, and the cleaning after the Event.
- i. **Repair.** Licensee agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, any District property which is damaged, destroyed, or otherwise impaired by Licensee's employees, vendors, Licensees, agents, representatives, invitees or attendees, incurred during, or as a result of, the preparations for, the conduct of, or the cleaning after the Event.
  - ii. **Cleaning.** Licensee shall be responsible for the costs to clean up the License Area and adjacent District property, including but not limited to proper disposal of trash/debris. Moreover, Licensee agrees to pay any and all costs incurred by the District for trash services for the License Area and for any other District-owned property requiring additional trash services because of or related to the Event at the rates set forth in **Exhibit B** within ten (10) business days of the District invoicing Licensee for the same. Licensee agrees to return the License Area to its pre-Event condition immediately following the Event, but in no event later than 12:00 p.m. on the immediately succeeding day. Any unattended property or personal belongings may be removed by District staff, with no liability for

removing the same, if the same is not removed within twenty-four (24) hours following the Event.

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

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

**4. TRASH DEPOSIT.** Upon execution of this License by Licensee, Licensee agrees to remit to the District a non-refundable deposit of **Three Hundred Twenty Dollars and Zero Cents (\$320.00)** for trash services during the Event. Moreover, Licensee agrees to pay any and all costs incurred by the District for trash services for the License Area and for any other District-owned property requiring additional trash services because of or related to the Event at the rates set forth in **Exhibit B** within ten (10) business days of the District invoicing Licensee for the same.

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

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

**7. INDEMNIFICATION.**

- A. Licensee agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of or related to the Event, including but not limited to intentional act or negligence of Licensee, its employees, vendors, Licensees, guests, participants or agents, and/or as a result of Licensee's breach of any of its obligations under this Agreement. Provided, however, this indemnity excludes any claims or cause of action arising from or related to the District's gross negligence or willful misconduct. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
- B. Obligations under this License Agreement shall include, but are not limited to, all costs including the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and other related expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interests accrued against the District.
- C. In the event that the District is required to enforce this License Agreement by court proceedings or otherwise, then the District shall be entitled to recover from Licensee all costs incurred, including reasonable attorneys' fees.

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

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

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

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

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

**12. NO TRANSFER OR ASSIGNMENT.** The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole

discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

**13. ENTIRE AGREEMENT.** This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the Event taking place from April 18, 2027, through May 2, 2027.

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

**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ABRAHAM PERKOWSKI**

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

**Exhibit A:** License Area  
**Exhibit B:** Additional Trash Services

**EXHIBIT A**  
License Area

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



**EXHIBIT B**  
Additional Trash Services

**Amenity Services, LLC**

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



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**Service Agreement for Amenity Services, LLC**

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

**Amenity Services, LLC**                      **Solterra Resort CDD**  
205 South Dixie Drive PMD 2000  
Haines City, FL 33844

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

Waste Removal Service – Open Top

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Service Recipient: **Solterra Resort CDD** .

Service Recipient:

**Solterra Resort CDD**

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

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

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

Service Provider:

**Amenity Services LLC.**

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

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

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



## **TAB 13**



# Quarterly Compliance Audit Report

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## Solterra Resort

**Date:** March 2026 - 1st Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

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

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

## Compliance Criteria

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



### ADA Website Accessibility

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



## Florida Statute Compliance

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

## Audit Process

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

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

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



## ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

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

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

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



# Florida F.S. 189.069 Requirements

Result: **PASSED**

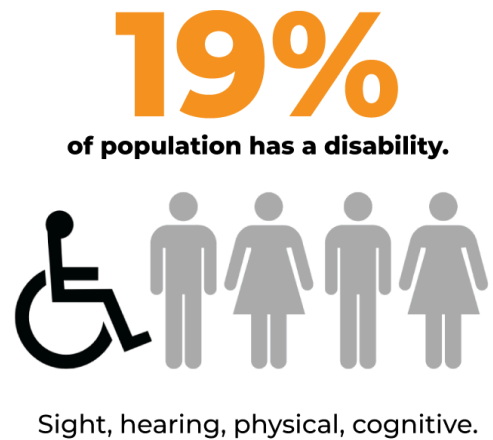
## Compliance Criteria

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

# Accessibility overview

## Everyone deserves equal access.

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



## The legal and right thing to do

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



# ADA Compliance Categories

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



### **Contrast and colors**

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

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



### **Using semantics to format your HTML pages**

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



### **Text alternatives for non-text content**

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

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



### **Ability to navigate with the keyboard**

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a

website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

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



## Easy to navigate and find information

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

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



## Properly formatting tables

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

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



## Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is

one thing; converting old PDFs – called PDF remediation – takes time.

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



## **Making videos accessible**

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

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



## **Making forms accessible**

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

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



## **Alternate versions**

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



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is

key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

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

### ***Timers***

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

### ***Fly-out menus***

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

### ***No pop-ups***

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

# **Web Accessibility Glossary**

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

**TAB 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 April 3rd, 2026, at 10:06 a.m. at the Solterra Resort Amenity Center located at 5200 Solterra Boulevard, Davenport, Florida, 33837.

Present and constituting a quorum:

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

Also present were:

- Brian Mendes District Manager, Rizzetta & Company, Inc.
Joe Bullins General Manager, Artemis Lifestyles
Savannah Hancock District Counsel, Kilinski Van Wyk
Megan Birnholz- Couture District Counsel, Kilinski Van Wyk
Greg Woodcock District Engineer, Stantec (Via Phone)
Jeremy Browne Branch Manager, Yellowstone Landscape
Matt Goldrick Account Manager, Steadfast Alliance

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Public Comment

A member of the audience inquired about the concrete walkway and inquired about wall ownership in the community.

THIRD ORDER OF BUSINESS

Aquatic Maintenance Updates

- 1. Consideration of Pond Fish Stocking Proposals

- 50 a. Bluegill Stocking Proposal
- 51 b. Mosquitofish Stocking Proposal
- 52 2. Consideration of Pond Plant Proposals
- 53 a. Pond 5
- 54 b. Pond 13
- 55 c. Pond 27
- 56

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved rearranging the agenda to have Aquatics Maintenance Updates as the first agenda item, for Solterra Resort Community Development District.

57  
58 Mr. Mendes reviewed the proposals for pond fish stocking and pond planting and pricing  
59 with the Members of the Board.

60  
61 Mr. Goldrick reported general pond maintenance updates with the Members of the Board.

62  
63 The Members of the Board and District Staff reviewed and discussed pond proposals for  
64 consideration.

65  
66 The Members of the Board and District Staff reviewed and discussed pond planting  
67 proposals.

68  
69 The Members of the Board and District Staff discussed the budget and cost of the aquatics  
70 proposals scrubbing against the current fiscal year's budget.

71  
72 The Members of the Board have tabled the consideration of pond fish stocking and pond  
73 planting proposals to gather revised proposals.

74  
75 **FOURTH ORDER OF BUSINESS** **Pool Operations Updates**

76  
77 Mr. Mendes informed the Board that the lazy river project has been delayed due to recent  
78 shipping disruptions related to global conflicts.

79  
80 District staff stated they are working on preparation, communications and staging of the  
81 project area for the pool resurface.

82  
83 Mr. Mendes stated there will be no price change.

84  
85 Ms. Hancock reviewed the recent agreement discussions with the Members of the Board.

86  
87 The Members of the Board and District Staff reviewed and discussed the resurfacing start  
88 date, delay, and potential new start dates.

89  
90 The Members of the Board and District Staff engaged in a discussion regarding operational  
91 mitigation strategies and evaluated the potential benefits and drawbacks associated with a  
92 delayed start date.

93

On a motion by Ms. Higham, seconded by Mr. Neelam, with all in favor, the Board approved start date after September 7<sup>th</sup>, 2026, for lazy river and pool resurfacing projects, for Solterra Resort Community Development District.

94  
95 **FIFTH ORDER OF BUSINESS**

95 **Landscape Maintenance Updates**

- 96  
97 1. Consideration of Landscape RFP  
98 a. RFP Scope of Services  
99 b. First Addendum to Landscape RFP  
100 2. Consideration of Yellowstone Landscape Proposals  
101 a. Dead Palm Removal  
102 b. River Rock Installation – Pool Area  
103 c. Flush Cut Declining Elm Trees  
104 d. Microjet Sprayer for Planters – Clubhouse/Restroom Entrance  
105 e. Frost Damage Plant Removal and Cutbacks  
106 3. March 2026 Landscape Inspection Report  
107 4. Updates on Annual Pruning  
108

109 Mr. Mendes opened the landscape RFP discussions for the Solterra Resort CDD.

110  
111 Mr. Mendes introduced each bidder and Sunscape to the Members of the Board.

112  
113 Ms. Hancock reviewed the legal requirements for the landscape RFP.

114  
115 Mr. Yahn with Sunscape reviewed the proposals and compared the services and pricing of  
116 each vendor.

117  
118 The Members of the Board and District Staff reviewed and discussed the details of the  
119 landscape RFP bids.

120  
121 The Members of the Board and District Staff reviewed and discussed the annual schedule  
122 for landscape operations.

123  
124 The Members of the Board and District Staff reviewed and discussed pricing schedules  
125 each vendor has provided for consideration.

126  
127 Dora Landscape presented their proposal to the Members of the Board.

128  
129 The Members of the Board and District Staff inquired about Dora's labor force.

130  
131 The Board took a recess at 11:54 a.m. and reconvened at 12:05 p.m.

132  
133 Prince & Sons presented their proposal to the Members of the Board.

134  
135 The Members of the Board and District Staff inquired about detail work and what work  
136 Prince & Sons took care of in house.

137  
138 The Members of the Board inquired about Prince & Sons pricing.

139  
140 Dora Landscape presented their proposal to the Members of the Board in a more formal  
141 approach.

142  
143 The Members of the Board and District Staff inquired about the vendors' ability to perform.

144  
145 Mr. Mendes and Mr. Yahn commented on fertilization scope and potential discrepancies.

146  
147 Yellowstone presented their proposal to the Members of the Board.

148  
149 The Members of the Board and District Staff reviewed the Spanish Moss removal and  
150 inquired about a labor breakdown from Sunscape.

151  
152 Ms. Hancock read the Board Members votes for the landscape RFP onto the record.

153  

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board accepted the rankings as stated, and awarded Dora Landscape (the top ranked RFP with 478 awarded points) the landscape services, for Solterra Resort Community Development District.

154  

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved Members of District Staff to finalize the awarded landscape agreement with Dora Landscape, for Solterra Resort Community Development District.

155  
156 **SIXTH ORDER OF BUSINESS** **Consideration of Recreation**  
157 **Center Proposals**

- 158  
159 1. Artificial Turf Proposal  
160 a. P & F Artificial Grass  
161 b. Yellowstone  
162

163 The meeting recessed at 1:32 p.m. and reconvened at 1:55 p.m.

164  

On a motion by Ms. Wienker, seconded by Mr. Voisard, with all in favor, the Board approved to rearrange the agenda to move up turf proposals and the discussion of investments, for Solterra Resort Community Development District.

165  

On a motion by Mr. Meert, seconded by Ms. Wienker, with all in favor, the Board directed District Staff to terminate services with Yellowstone landscape services, for Solterra Resort Community Development District.

166  
167 The Board Members and District Staff reviewed and discussed turf proposals and  
168 associated material options for the project.

169

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved P&F turf installation proposal for \$81,506.25, for Solterra Resort Community Development District.

170 Supervisor Neelam requested confirmation on heat resistance technology clarification.  
171  
172  
173 The Members of the Board directed District Staff to review different Heat Block options from  
174 P&F and requested an additional vendor search for comparables.  
175

176 **SEVENTH ORDER OF BUSINESS**

**District Engineer**

- 177  
178 1. Consideration of Speed Hump Project Proposals  
179 a. DMI  
180 b. Hall Company  
181 2. Storm Water Inspection Updates  
182

On a motion by Ms. Higham, seconded by Mr. Meert, with a 3-0 vote, the Board approved rearranging the agenda to place District Engineer staff reports before F&B updated and after the consideration of turf proposals, for Solterra Resort Community Development District.

183 Mr. Mendes opened the discussion.  
184  
185  
186 The Members of the Board and district staff reviewed the speed hump project proposals for  
187 consideration.  
188

On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, the Board approved The Hall Company's speed hump project proposal, not to exceed \$21,000 , for Solterra Resort Community Development District.

189 **EIGHTH ORDER OF BUSINESS**

**F&B Operations Updates**

- 190  
191  
192 1. February 2026 Monthly Packet  
193

194 Greg with F&B reviewed February 2026 monthly expenses.  
195  
196 The Members of the Board and District Staff reviewed and discussed profit and expenses  
197 of F&B.  
198  
199 The Members of the Board and District Staff discussed homeowner retention.  
200

On a motion by Mr. Meert, seconded by Ms. Higham, with a 3-0 vote, the Board approved the termination of the Café Committee and agreed no future Café Committee meetings will be held , for Solterra Resort Community Development District at this time.

201 **NINTH ORDER OF BUSINESS**

**General Manager Updates Report**

203 Mr. Bullins reviewed the General Manager update's report with the Members of the Board.  
204

205  
206 **TENTH ORDER OF BUSINESS** **Staff Reports**

- 207  
208 **A. District Counsel**  
209 1. Consideration of PeakNet Cell Tower Lease Agreement

210  
211 Ms. Hancock updated the Members of the Board on the current PeakNet discussions and  
212 insurance reviews.

213  
214 Ms. Hammock commented on the current insurance disputes.

215  
216 The Members of the Board requested copies of the three most recent claims PeakNet has  
217 encountered.

218  
219 Ms. Hancock reviewed the recent legislation updates with the Members of the Board.

- 220  
221 **B. District Manager**  
222 1. Discussion of Proposed Budget  
223 2. Discussion of Investments  
224 3. Discussion of WhatsApp Monthly Reports

225  
226 Mr. Mendes informed the Board the proposed FY 26/27 budget will be reviewed in the May  
227 1<sup>st</sup>, 2026, meeting and that the goal is to keep the current assessment level flat.

228  
229 Mr. Mendes reviewed subject of investments with the Board Members.

230  
231 The Members of the Board and District Staff reviewed and discussed investment options.

232  
233 The Board continued discussing the options for investments.

234

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 4-0 vote, the Board directed District Staff to open a FL Class Account and to transfer \$1 to begin investment portfolio, for Solterra Resort Community Development District.

235  
236 **ELEVENTH ORDER OF BUSINESS** **Consideration of the Meeting Minutes**  
237 **of the Board of Supervisors Meeting**  
238 **Held on December 5<sup>th</sup>, 2025**

239  
240 Mr. Mendes opened the discussion.

241  
242 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 December 5<sup>th</sup>, 2025, in substantial form, for Solterra Resort Community Development District.

243 **TWELFTH ORDER OF BUSINESS** **Consideration of the Meeting Minutes**  
244 **of the Board of Supervisors Meeting**  
245 **Held on January 9<sup>th</sup>, 2026**  
246

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 January 9<sup>th</sup>, 2026, in substantial form, for Solterra Resort Community Development District.

247  
248 **THIRTEENTH ORDER OF BUSINESS** **Consideration of the Meeting Minutes**  
249 **of the Board of Supervisors Meeting**  
250 **Held on March 6<sup>th</sup>, 2026**  
251

252 Ms. Hancock reviewed revisions to the Board of Supervisors meeting minutes from the  
253 meeting held on March 6<sup>th</sup>, 2026, with the Members of the Board.  
254

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 March 6<sup>th</sup>, 2026, in substantial form, for Solterra Resort Community Development District.

255  
256 **FOURTEENTH ORDER OF BUSINESS** **Ratification of Operation and**  
257 **Maintenance Expenditures for the**  
258 **Months of January & February 2026**  
259

260 The Members of the Board reviewed and ratified the operation and maintenance  
261 expenditures for the months of January and February 2026.  
262

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, the Board ratified the operation and maintenance expenditures for the months of January 2026 (\$238,814.94) & February 2026 (\$166,191.46), for Solterra Resort Community Development District.

263  
264 **FIFTEENTH ORDER OF BUSINESS** **Ratification of District Items**  
265

- 266 1. Yellowstone Landscaping  
267 a. Queen Palm Removal - Pool Area  
268 b. 2 ½" Mainline Break – Solterra Exit Along Pine Tree Trail  
269

270 The Members of the Board reviewed and ratified Yellowstone Landscaping's queen palm  
271 removal and the 2 ½" mainline break repairs.  
272

On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, the Board ratified Yellowstone Landscaping's queen palm removal and the 2 ½" mainline break repairs, for Solterra Resort Community Development District.

273  
274 **SIXTEENTH ORDER OF BUSINESS** **Consideration of Recreation Center**  
275 **Proposals**

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- 1. Fencing Proposals
  - a. Fence Central
  - b. Fence Outlet

Mr. Mendes reviewed the pricing and height and length options for the fencing proposals with the Member of the Board.

The Members of the Board and District Staff reviewed and discussed the fencing options.

On a motion by Ms. Higham, seconded by Mr. Voisard, with a 3-0 vote, the Board approved Fence Outlet fencing “option number three” with one gate, contingent on Mr. Woodcock approving a revised plan for one gate, for Solterra Resort Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**                      **Public Hearing on Rule Making and Rule Development for Vendor Amenity Usage Policy and Rates**

Ms. Hancock opened the discussion.

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

**EIGHTEENTH ORDER OF BUSINESS**                      **Shade Session**

- 1. Security Services and Technology Restructure

On a motion by Mr. Voisard, seconded by Ms. Higham, with a 3-0 vote, the Board opened the shade session at 3:40 p.m. for Solterra Resort Community Development District

317 On a motion by Mr. Voisard, seconded by Ms. Wienker, with a 3-0 vote, the Board closed  
318 the shade session at 4:41 p.m. for Solterra Resort Community Development District

319  
320 **NINETEENTH ORDER OF BUSINESS**

**Supervisor Requests &  
Audience Comments**

321  
322  
323 No comments.

324  
325 **TWENTIETH ORDER OF BUSINESS**

**Adjournment**

326  
327 On a motion by Mr. Meert, seconded by Ms. Higham, with a 3-0 vote, the Board adjourned  
328 the Board of Supervisors' Meeting at 4:41 p.m. for Solterra Resort Community  
329 Development District

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340 *[SIGNATURES ON FOLLOWING PAGE]*  
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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

DRAFT

## **TAB 15**

# Solterra Resort Community Development District

DISTRICT OFFICE · ORLANDO, FLORIDA

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

## Operation and Maintenance Expenditures October 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:                    **\$317,673.14**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amenity Services, LLC	300084	2469	Clubhouse Cleaning 08/25	\$ 4,000.00
Amenity Services, LLC	300084	2470	Monthly Porter 08/25	\$ 2,000.00
Amenity Services, LLC	300115	2550	Trash Cart 10/25	\$ 350.00
Aqua Chill of Orlando	300068	77381	Monthly Rental 07/25	\$ 45.00
Artemis Lifestyle Services	300064	41041	Supplies 09/25	\$ 335.47
Artemis Lifestyle Services	300064	41042	Labels (1000) 09/25	\$ 90.00
Bobby Voisard	300069	BV082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Bobby Voisard	300069	BV091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Brian Meert	300102	102025 Meert	Reimbursement 10/25	\$ 53.75
Brian Meert	300070	BM082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Brian Meert	300070	BM091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Cintas Corporation	300071	4243859497	Supplies 09/25	\$ 170.99
Cintas Corporation	300071	4244617167	Supplies 09/25	\$ 170.99
Cintas Corporation	300085	4245343656	Supplies 10/25	\$ 170.99

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cintas Corporation	300091	4246076823	Supplies 10/25	\$ 170.99
Cintas Corporation	300108	4246825383	Supplies 10/25	\$ 170.99
Cintas Corporation	300108	4247567889	Supplies 10/25	\$ 170.99
Deborah Higham	300072	DH082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Deborah Higham	300072	DH091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Duke Energy	20251008-2	Duke Summary 09/25 ACH Utilities 09/25		\$ 23,566.19
Duke Energy	20251031-1	Duke Summary 09/25 ACH Utilities 09/25		\$ 449.61
Duke Energy	300092	F5910223901	5200 Solterra Cir - F5910223901 10/25	\$ 8,988.05
Egis Insurance Advisors	300067	30458	Policy #100125585 10/01/25-10/01/26	\$ 45,348.00
Florida Dept of Revenue	20251029-1	58-8017156128-8 09/25	Sales Tax 09/25	\$ 2,305.30
FTI	300114	23204121	Guardhouse Security 09/12/25-10/11/25	\$ 37,250.00
Garden City Westbrook	300073	534135	Electrical Repair 08/25	\$ 806.98
Hidden Eyes, LLC	300109	760422	Security Monitoring 11/01/25-11/30/25	\$ 1,481.45
HP Home Maintenance	300110	501	Concrete Stairs Paint 10/25	\$ 2,500.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Insyte Security, LLC	300086	22020	Monthly Support Fee 06/25	\$ 710.00
Insyte Security, LLC	300086	22040	Service - Guard House 06/25	\$ 223.29
Insyte Security, LLC	300086	22063	Service - Proptia LPR Plate 06/25	\$ 2,268.99
Insyte Security, LLC	300086	22064	Service - Pool Card Reader 06/25	\$ 363.60
Insyte Security, LLC	300086	22065	Service - Gate Remotes 06/25	\$ 616.03
Insyte Security, LLC	300086	22066	Service - Guard House Equipment 09/25	\$ 223.29
Insyte Security, LLC	300086	22227	Monthly Support Fee 07/25	\$ 710.00
Insyte Security, LLC	300086	22260	Service - Guardhouse Printer 07/25	\$ 89.00
Insyte Security, LLC	300086	22273	Service - Left Barrier Arm 07/25	\$ 49.00
Insyte Security, LLC	300086	22274	Additional Clickers 07/25	\$ 253.40
Insyte Security, LLC	300086	22301	Gate Remotes 07/25	\$ 576.60
Insyte Security, LLC	300086	22304	Service - Exit Gate 07/25	\$ 252.00
Insyte Security, LLC	300086	22471	Monthly Support Fee 08/25	\$ 710.00
Insyte Security, LLC	300086	22489	Service - Gate Antennas 07/25	\$ 1,306.03

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Insyte Security, LLC	300086	22515	Service - Entry Barrier 08/25	\$ 178.00
Insyte Security, LLC	300086	22516	Service - Gate Arm 08/25	\$ 835.00
Insyte Security, LLC	300086	22557	Service - Entrance Barrier 08/25	\$ 45.90
Insyte Security, LLC	300111	2487	Monthly Support and Firewall 10/25	\$ 4,252.63
Janitorial Superstore	300074	41718	Cleaning Supplies 09/25	\$ 574.95
Janitorial Superstore	300074	41734	Cleaning Supplies 09/25	\$ 134.90
Janitorial Superstore	300104	42605	Cleaning Supplies 10/25	\$ 1,417.78
Joe Bullins	300116	102725 Bullins	Equipment Breakdown 10/25	\$ 300.00
John Young Corporation	300065	61161	Cable Assembly Technogym 09/25	\$ 557.00
John Young Corporation	300093	61180	Flooring - 50% Deposit 10/25	\$ 4,450.93
Kalina Brochowicz Fondo	300094	31 SEP 2025	DJ Services 09/25	\$ 300.00
Karan Wienker	300095	101025 Wienker	Reimbursement for Supplies 10/25	\$ 63.38
Karan Wienker	300103	102025 Wienker	Reimbursement 10/25	\$ 63.87
Karan Wienker	300075	KW082125	Board of Supervisor Meeting 08/21/25	\$ 200.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Karan Wienker	300075	KW091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Kilinski   Van Wyk, PLLC	300096	13337	Legal Services 09/25	\$ 8,302.80
METFitness, LLC	300076	INV-5274	Aqua Zumba 06/25	\$ 195.00
METFitness, LLC	300076	INV-5364	Aqua Zumba 09/25	\$ 325.00
Polk County BOCC	300083	100325 Polk	Restoration of Water Services 10/25	\$ 2,330.00
Polk County BOCC	20251008-1	Water Summary 08/25	Water Summary 08/25	\$ 24,066.75
Polk County Water Resour	300077	100125 PC Water	Code Enforcement CUT-2023-545 10/25	\$ 569.60
Proptia	300078	7546	Monthly Security Services 10/25	\$ 775.00
Proptia	300105	7712	Software Activation 10/25	\$ 3,000.00
Retreat at Championsgate	300090	1001	Gym Equipment 10/25	\$ 42,500.00
Rizzetta & Company, Inc.	300082	INV0000103640	District Management Services 10/25	\$ 4,994.75
Spies Pool, LLC	300106	23017	Chemical Controller 10/25	\$ 450.00
Spies Pool, LLC	300101	320355	Chemicals 08/25	\$ 2,161.45
Spies Pool, LLC	300079	321406	Service Call 09/25	\$ 374.90

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spies Pool, LLC	300117	321415	Grating 10/25	\$ 2,547.95
Spies Pool, LLC	300079	321629	Chemicals 09/25	\$ 2,129.95
Spies Pool, LLC	300106	321928	Chemicals 10/25	\$ 2,303.25
Spies Pool, LLC	300106	322121	Strainer Basket 10/25	\$ 321.95
Spies Pool, LLC	300112	322270	Chemicals 10/25	\$ 1,701.95
Stantec Consulting Service	300113	2466260	Engineering Services 09/25	\$ 684.00
Steadfast Environmental	300066	SA-15431	Service - Pond 17 09/25	\$ 400.00
Steadfast Environmental	300097	SA-15964	Aquatic Maintenance 10/25	\$ 2,393.00
Sumanth Neelam	300080	SN082125	Board of Supervisor Meeting 08/21/25	\$ 200.00
Sumanth Neelam	300080	SN091825	Board of Supervisor Meeting 09/18/25	\$ 200.00
Sunrise Solutions Pool	300088	3315	Pool Service 09/25	\$ 2,800.00
Sunrise Solutions Pool	300098	3322	Pool Service 10/25	\$ 2,800.00
TPG Lighting LLC	300099	100312	Solar Powered Flood Light - 50% 10/25	\$ 1,214.28
Truly Nolan Branch 711	300089	711208890	Monthly Pest Control 09/25	\$ 75.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Truly Nolan Branch 711	300089	711208891	Monthly Commercial Pest Control 09/25	\$ 100.00
Truly Nolan Branch 711	300089	711209105	Monthly Pest Control 09/25	\$ 75.00
U.S. Bank	300100	7905363	Trustee Fees S2023 09/01/25-08/31/26	\$ 4,256.13
Waste Connections	20251007-1	1569990W460 ACH 09/25	Compactor Charge 09/25	\$ 1,844.63
Yellowstone Landscape	300107	1006735	Monthly Landscape Maintenance 10/25	\$ 16,166.00
Yellowstone Landscape	300107	1014026	Irrigation Repair 10/25	\$ 552.25
Yellowstone Landscape	300107	1014027	Beautify Oak Trees 10/25	\$ 585.00
Yellowstone Landscape	300107	1014028	Plant Install 10/25	\$ 498.00
Yellowstone Landscape	300107	1014029	Plant Install 10/25	\$ 10,855.00
Yellowstone Landscape	300107	1014030	Irrigation Repairs 07/25	\$ 984.48
Yellowstone Landscape	300107	1014031	Irrigation Repairs 08/25	\$ 213.94
Yellowstone Landscape	300081	982090	Monthly Landscape Maintenance 09/25	\$ 16,166.00
Yellowstone Landscape	300081	994649	Irrigation Repair 09/25	\$ 1,088.82

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	300081	994650	Quarterly Palm Injections 08/25	\$ <u>750.00</u>
<b>Report Total</b>				<b>\$ <u>317,673.14</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 November 2025 For Board Approval

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

The total items being presented: **\$158,552.79**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bobby Voisard	300118	BV100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Bobby Voisard	300145	BV110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Brian Meert	300119	BM100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Brian Meert	300146	BM110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Central Florida Gas	20251110-4	200000346664	10/25 ACH Utilities 10/25	\$ 281.73
Cintas Corporation	300125	4248257044	Supplies 11/25	\$ 170.99
Cintas Corporation	300133	4249048031	Supplies 11/25	\$ 170.99
Cintas Corporation	300152	4249784781	Supplies 11/25	\$ 170.99
Cintas Corporation	300155	4250465047	Supplies 11/25	\$ 170.99
Deborah Higham	300120	DH100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Deborah Higham	300147	DH110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
DBPR	20251121-1	1790042	ACH Ownership Change Fee 10/25	\$ 212.50
Duke Energy	20251103-1	910082281232	0 Solterra Blvd 10/25	\$ 1,392.14
Duke Energy	20251121-3	910088635266	000 Oakmont Blvd 10/25	\$ 954.04

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251121-3	910088635563	7900 Oak Reflection Loop 10/25	\$ 36.31
Duke Energy	20251110-1	910082280489	000 Solterra Blvd. Lite - Utilities 10/25	\$ 823.41
Duke Energy	20251120-1	910082281688	00000Oakmont Blvd - Utilities 10/25	\$ 508.96
Duke Energy	20251106-1	910082282564	000 Oakmont Blvd. Lite Solterra PH2A	\$ 1,160.56
Duke Energy	20251119-1	910082282770	5300 Solterra Blvd Lift - Utilities 10/25	\$ 190.94
Duke Energy	20251128-1	910082331318	00 Solterra Blvd - Utilities 10/25	\$ 1,076.17
Duke Energy	20251121-2	910082331491	5290 Solterra Blvd - Utilities 10/25	\$ 30.80
Duke Energy	20251105-1	910082331904	0 Oakmont Blvd. Lit @ Pine Tree Tr.	\$ 4,868.62
Duke Energy	20251124-1	910082332054	5200 Oakmont Blvd - 10/25	\$ 11,082.56
Duke Energy	20251112-1	910088635414	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL	\$ 1,429.89
Florida Dept of Revenue	20251123-1	58-8017156128-8 10/25	Sales Tax 10/25	\$ 2,419.02
FTI	300149	23204124	Guardhouse Security 10/12/25-11/10/25	\$ 36,650.00
Greenberg Traurig, P.A.	300153	1001192965	Legal Services 11/25	\$ 8,875.20
Hidden Eyes, LLC	300134	757122	Security Monitoring 08/01/25-08/31/25	\$ 1,410.90

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hidden Eyes, LLC	300126	758202	Security Monitoring 08/01/25-09/30/25	\$ 1,410.90
Hidden Eyes, LLC	300126	759285	Security Monitoring 09/01/25-09/30/25	\$ 1,410.90
Hidden Eyes, LLC	300135	761544	Security Monitoring 12/01/25-12/30/25	\$ 1,481.45
Insyte Security, LLC	300127	22942	Monthly Support Fee 10/25	\$ 710.00
Insyte Security, LLC	300154	23041	Security System 11/25	\$ 449.00
Insyte Security, LLC	300136	23043	Service - Left Entrance Barrier 10/25	\$ 449.00
Insyte Security, LLC	300136	23159	Monthly Support and Firewall 11/25	\$ 710.00
Insyte Security, LLC	300136	23232	Service - Left Side Exit Barrier 11/25	\$ 348.41
Insyte Security, LLC	300136	23234	Service - Right Side Exit Barrier 11/25	\$ 149.00
Janitorial Superstore	300137	43498	Cleaning Supplies 11/25	\$ 1,427.20
Janitorial Superstore	300137	43570	Cleaning Supplies 11/25	\$ 609.35
Kalina Brochowicz Fondo	300123	32 OCT 2025	DJ Services 10/25	\$ 300.00
Kalina Brochowicz Fondo	300156	33 NOV 2025	DJ Services 11/25	\$ 600.00
Karan Wienker	300121	KW100325	Board of Supervisor Meeting 10/03/25	\$ 200.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Karan Wienker	300148	KW110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Kilinski   Van Wyk, PLLC	300141	13608	Legal Services 10/25	\$ 6,897.30
Legacy Concrete	300138	1473	50% Deposit - Sidewalk Repair 10/25	\$ 3,888.00
Polk County BOCC	20251117-1	184492 09/25 ACH	5200 Solterra Blvd. Club 09/25	\$ 13,083.96
Polk County BOCC	20251110-3	208052 09/25 ACH	Reclaimed Water 09/25	\$ 79.93
Polk County BOCC	20251110-2	6618952	Reuse Oakmont Blvd -Utilities 09/25	\$ 3,732.95
Polk County BOCC	20251110-2	6619055	4000 Oakmont Blvd 09/25	\$ 97.85
Polk County BOCC	20251110-2	6619360	Utilities: Reuse 1 Oak Green Loop 09/25	\$ 159.70
Polk County BOCC	20251110-2	6619361	Utilities: Reuse 1 Misty Oak Cir 09/25	\$ 85.27
Polk County BOCC	20251110-2	6619362	Utilities: Reuse Solterra Blvd 09/25	\$ 2,509.95
Polk County BOCC	20251110-2	6620380	Utilities: Reuse Oakrise Loop 09/25	\$ 86.18
Polk County BOCC	20251110-2	6620560	Utilities: Reuse Oak Blossom Dr 09/25	\$ 10.50
Polk County BOCC	20251110-2	6620602	Utilities: 7880 Reuse Oak Reflection Loop 09/25	\$ 895.25
Polk County BOCC	20251110-2	6620612	Utilities: Reuse #2 Oakmoss Loop 09/25	\$ 40.48

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Polk County BOCC	20251110-2	6620614	Utilities: Reuse #4 Oakmoss Loop 09/25	\$ 104.20
Polk County BOCC	20251110-2	6620615	Utilities: Reuse #1 Oak Spring Ln 09/25	\$ 118.42
Polk County BOCC	20251110-2	6620654	Utilities: Reuse #5 Oakmoss Loop 09/25	\$ 79.93
Proptia	300128	7818	Monthly Security Services 11/25	\$ 775.00
Rizzetta & Company, Inc.	300132	INV0000104552	District Management Services 11/25	\$ 4,894.75
Spies Pool, LLC	300151	23152	Chemical Controller 11/25	\$ 450.00
Spies Pool, LLC	300129	322253	Service Call 10/25	\$ 1,097.00
Spies Pool, LLC	300139	322260	Pool Plunger Repair 10/25	\$ 300.00
Spies Pool, LLC	300142	322336	Pull Valves Installation 10/25	\$ 1,004.00
Spies Pool, LLC	300129	322360	Motor Wiring 10/25	\$ 262.50
Spies Pool, LLC	300139	322426	Pool Ladder Repair 10/25	\$ 394.85
Spies Pool, LLC	300139	322443	Flowmeter Replacement 10/25	\$ 467.00
Spies Pool, LLC	300139	322539	Chemicals 10/25	\$ 1,754.25
Spies Pool, LLC	300157	322815	Toro Valve for Spa 11/25	\$ 495.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spies Pool, LLC	300151	322859	Chemicals 10/25	\$ 1,685.95
Spies Pool, LLC	300157	322912	Fixture Pool Repair 11/25	\$ 277.00
Stantec Consulting Service	300143	2481857	Engineering Services 10/25	\$ 1,520.00
Steadfast Environmental, L	300130	SA-16878	Aquatic Maintenance 11/25	\$ 2,393.00
Sumanth Neelam	300122	SN100325	Board of Supervisor Meeting 10/03/25	\$ 200.00
Sumanth Neelam	300150	SN110725	Board of Supervisor Meeting 11/07/25	\$ 200.00
Sunrise Solutions Pool	300140	3328	Pool Service 11/25	\$ 2,960.00
The Observer Group, Inc.	300131	25-01519K	Legal Advertising 10/25	\$ 65.63
The Sherwin-Williams Co.,	300144	5484149711025	Paint 10/25	\$ 619.90
The Sherwin-Williams Co.,	300144	7977149711025	Paint 10/25	\$ 144.75
The Sherwin-Williams Co.,	300158	16747149711125	Paint 11/25	\$ 199.75
The Sherwin-Williams Co.,	300158	17414149711125	Paint 11/25	\$ 253.70
The Sherwin-Williams Co.,	300158	84387210771125	Paint 11/25	\$ 236.30
The Sherwin-Williams Co.,	300144	94587219381025	Paint 10/25	\$ 247.97

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waste Connections of Flor	20251107-1	1574046W460	Compactor Charge 10/25	\$ 885.32
Xerox Financial Services	300159	41181961	Contract 211-0984566-001 11/25	\$ 705.38
Yellowstone Landscape	300160	1031926	Irrigation Repair 11/25	\$ 285.00
Yellowstone Landscape	300160	1032858	Monthly Landscape Maintenance 11/25	<u>\$ 16,166.00</u>
<b>Report Total</b>				<b><u>\$ 158,552.79</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 December 2026 For Board Approval

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

The total items being presented:                    **\$112,859.30**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bobby Voisard	300194	BV101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Bobby Voisard	300183	BV111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Bobby Voisard	300169	BV120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Bobby Voisard	300194	BV121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Brian Meert	300195	BM101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Calsentry, Inc.	300176	1457-24	Direct Thermal fan-fold 4 x 6 06/25	\$ 936.00
Calsentry, Inc.	300176	1477-24	Direct Thermal fan-fold 4 x 6 07/25	\$ 936.00
Calsentry, Inc.	300176	1582-24	Direct Thermal fan-fold 4 x 6 11/25	\$ 936.00
Central Florida Gas	20251209-1	200000346664-112125	Utilities 11/25	\$ 301.72
Cintas Corporation	300162	4251196107	Supplies 11/25	\$ 170.99
Cintas Corporation	300170	4252041280	Supplies 12/25	\$ 170.99
Cintas Corporation	300177	4252782295	Supplies 12/25	\$ 170.99

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cintas Corporation	300190	4253416996	Supplies 12/25	\$ 170.99
Creative Formworks	300167	102925 Creative	Licensing of Facility 10/25	\$ 1,099.55
Deborah Higham	300196	DH101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Deborah Higham	300184	DH111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Deborah Higham	300171	DH120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Deborah Higham	300196	DH121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Duke Energy	20251203-1	9100 8228 0679 10/25	7102 Oakmoss Loop Irrigation - Utilities 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 0835 10/25	4000 Oakmont Blvd. Fence Wall 10/25	\$ 68.45
Duke Energy	20251203-1	9100 8228 1034 10/25	6022 Broad Oak Drive Pump 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 1539 10/25	5456 Misty Oak Cir Pump - Utilities 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 2209 10/25	7310 Oakmoss Loop Irrigation 10/25	\$ 30.80
Duke Energy	20251203-1	9100 8228 2382 10/25	7524 Oak Spring Ln. Irrigation 10/25	\$ 30.80

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251203-1	9100 8233 1102 10/25	4000 Oakmont Blvd. Gatehouse 10/25	\$ 191.21
Duke Energy	20251218-1	9100 8863 5266 11/25	000 Oakmont Blvd 11/25	\$ 954.04
Duke Energy	20251219-1	9100 8863 5563 11/25	7900 Oak Reflection Loop 11/25	\$ 36.32
Duke Energy	20251210-1	910082280489 11/25	000 Solterra Blvd. Lite - Utilities 11/25	\$ 823.41
Duke Energy	20251231-1	910082280679-120825	7102 Oakmoss Loop Irrigation	\$ 30.80
Duke Energy	20251231-1	910082280835-120825	4000 Oakmont Blvd. Fence Wall 11/25	\$ 66.79
Duke Energy	20251231-1	910082281034-120825	6022 Broad Oak Drive Pump 11/25	\$ 30.80
Duke Energy	20251203-1	910082281232-111025	0 Solterra Blvd. Lite - Utilities 10/25	\$ 1,392.14
Duke Energy	20251231-1	910082281232-120825	0 Solterra Blvd. Lite 11/25	\$ 1,392.14
Duke Energy	20251231-1	910082281539-120825	5456 Misty Oak Cir Pump 11/25	\$ 30.80
Duke Energy	20251217-1	910082281688-112425	00000Oakmont Blvd - Utilities 11/25	\$ 508.96
Duke Energy	20251231-1	910082282209-120825	7310 Oakmoss Loop Irrigation 11/25	\$ 30.80

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20251231-1	910082282382-120825	7524 Oak Spring Ln. Irrigation 11/25	\$ 30.80
Duke Energy	20251205-1	910082282564-111225	000 Oakmont Blvd. Lite Solterra PH2A - SL 10/25	\$ 1,160.56
Duke Energy	20251231-1	910082331102-120825	4000 Oakmont Blvd. Gatehouse 11/25	\$ 177.65
Duke Energy	20251224-1	910082331318-120225	00 Solterra Blvd - Utilities 11/25	\$ 1,076.17
Duke Energy	20251218-1	910082331491-112525	5290 Solterra Blvd - Utilities 11/25	\$ 30.80
Duke Energy	20251231-1	910082331714-120825	7632 Oak Spring Ln. Irrigation 11/25	\$ 16.49
Duke Energy	20251203-2	910082331904-111025	0 Oakmont Blvd. Lit @ Pine Tree Tr. 10/25	\$ 4,868.62
Duke Energy	20251219-1	910082332054-112625	5200 Oakmont Blvd - 11/25	\$ 8,948.55
Duke Energy	20251211-1	910088635414-111825	000 Solterra Blvd. Lite Solterra PH2C 1&2 SL - 11/25	\$ 1,429.89
FL Dept of Commerce	20251202-1	92877	Special District Fee FY 25/26	\$ 175.00
Hidden Eyes, LLC	300172	762620	Security Monitoring 01/01/26-1/31/26	\$ 1,481.45
HP Home Maintenance	300191	293-754	Paint Job 12/25	\$ 2,300.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Janitorial Superstore	300178	44500	Cleaning Supplies 11/25	\$ 1,030.99
John Young Corporation	300163	061180 Final	Flooring - Final 11/25 (2of2)	\$ 4,450.93
John Young Corporation	300163	61297	Final Pay (2of2) Fitness Equipment 11/25	\$ 4,849.85
John Young Corporation	300163	61319	Cover Case - 11/25	\$ 696.60
John Young Corporation	300163	61331	Fitness Equipment - 11/25	\$ 450.00
Karan Wienker	300197	KW101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Karan Wienker	300185	KW111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Karan Wienker	300173	KW120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Karan Wienker	300197	KW121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Kilinski   Van Wyk, PLLC	300192	13838	General Legal Services 11/25	\$ 7,549.30
Polk County BOCC	300198	184492	Water Services 11/25	\$ 15,165.59
Polk County BOCC	20251208-1	185234	Utilities: 4000 Oakmont Blvd 10/25	\$ 114.50

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Polk County BOCC	20251208-1	189748	Utilities: Reuse 1 Oak Green Loop 10/25	\$ 65.75
Polk County BOCC	20251208-1	189750	Utilities: Reuse 1 Misty Oak Cir 10/25	\$ 105.53
Polk County BOCC	20251208-1	189760	Utilities: Reuse Solterra Blvd 10/25	\$ 3,680.45
Polk County BOCC	20251208-1	203364	Utilities: Reuse Oakrise Loop 10/25	\$ 82.64
Polk County BOCC	20251208-1	205064	Utilities: Reuse Oak Blossom Dr 10/25	\$ 10.50
Polk County BOCC	20251208-1	206054	Utilities: 7880 Reuse Oak Reflection Loop 10/25	\$ 953.00
Polk County BOCC	20251208-1	206640	Utilities: Reuse #2 Oakmoss Loop 10/25	\$ 66.75
Polk County BOCC	20251208-1	206644	Utilities: Reuse #4 Oakmoss Loop 10/25	\$ 99.90
Polk County BOCC	20251208-1	206648	Utilities: Reuse #1 Oak Spring Ln 10/25	\$ 133.05
Polk County BOCC	20251208-1	208052	Utilities: Reuse #5 Oakmoss Loop 10/25	\$ 102.11
Polk County BOCC	20251208-1	6693739	Reuse Oakmont Blvd. 10/25	\$ 3,097.70
Proptia	300164	8098 CR	Monthly Security Services 12/25	\$ 775.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300161	INV0000105367	District Management Services 12/25	\$ 4,894.75
Spies Pool, LLC	300165	323222	Chemicals 11/25	\$ 1,377.45
Spies Pool, LLC	300193	323482	Chemicals 12/25	\$ 1,767.95
Steadfast Environmental	300174	SA-17763	Aquatic Maintenance 12/25	\$ 2,393.00
Sumanth Neelam	300204	SN101625	Board of Supervisor Meeting 10/16/25	\$ 200.00
Sumanth Neelam	300186	SN111325	Board of Supervisor Meeting 11/13/25	\$ 200.00
Sumanth Neelam	300175	SN120525	Board of Supervisor Meeting 12/05/25	\$ 200.00
Sumanth Neelam	300204	SN121125	Board of Supervisor Meeting 12/11/25	\$ 200.00
Sunrise Solutions Pool	300179	3330	Pool Service 12/25	\$ 1,214.00
The Observer Group, Inc.	300166	25-01843K	Legal Advertising 12/25	\$ 87.50
The Observer Group, Inc.	300180	25-01878K	Legal Advertising 12/25	\$ 140.00
U.S. Bank	300168	7977949	Trustee Fees S2023 11/01/25-10/31/26	\$ 4,040.63

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2026 Through December 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waste Connections	20251204-1	1578106W460	11/25 ACH Compactor Charge 11/25	\$ 885.32
Xerox Financial Services	300181	41324006	Contract 211-0984566-001 12/25	\$ 352.69
Yellowstone Landscape	300206	1017524	Flush Cut Decaying Palms 11/25	\$ 360.00
Yellowstone Landscape	300206	1041251	Monthly Landscape Maintenance 12/25	<u>\$ 16,166.00</u>
<b>Report Total</b>				<b><u>\$ 112,859.30</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 March 2026 For Board Approval

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

The total items being presented:   **\$951,011.63**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
4th Element Fire & Safety, Inc.	300304	2122072	Semi-Annual Maintenance 02/26	\$ 283.55
AED123, LLC	300317	28834	Platinum AED 12/25	\$ 979.00
Aqua Chill of Orlando, LLC	300294	83333	Monthly Rental 02/26	\$ 45.00
Aqua Chill of Orlando, LLC	300330	84194	Monthly Rental 03/26	\$ 45.00
Artemis Lifestyle Services, Inc.	300327	44880	Monthly Management Fees 03/26	\$ 18,958.33
Artemis Lifestyle Services, Inc.	300327	45309	On Site Association Labor 03/10/26	\$ 23,022.41
Artemis Lifestyle Services, Inc.	300327	45310	On-site CDD Maintenance Team Labor 03/10/26	\$ 10,943.25
Artemis Lifestyle Services, Inc.	300327	45313	On-site Cafe Team Labor 03/10/26	\$ 28,724.78
Artemis Lifestyle Services, Inc.	300316	ALS-SOLT-2025-01	Management Services 06/25	\$ 76,099.82
Artemis Lifestyle Services, Inc.	300316	ALS-SOLT-2025-02	Management Services 07/25	\$ 80,462.01
Artemis Lifestyle Services, Inc.	300316	ALS-SOLT-2025-03	Management Services 08/25	\$ 73,056.69
Artemis Lifestyle Services, Inc.	300316	ALS-SOLT-2025-04	Management Services 09/25	\$ 79,966.35
Artemis Lifestyle Services, Inc.	300327	ALS-SOLT-2025-05	Clubhouse Maintenance 10/25	\$ 78,925.32

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Artemis Lifestyle Services, Inc.	300327	ALS-SOLT-2025-06	GM Cost Share 11/25	\$ 121,041.47
Artemis Lifestyle Services, Inc.	300327	ALS-SOLT-2025-07	Clubhouse Maintenance 12/25	\$ 96,673.11
Artemis Lifestyle Services, Inc.	300327	ALS-SOLT-2026-02	Maintenance Labor 03/26	\$ 88,739.87
Bobby Voisard	300308	BV030626	Board of Supervisors Meeting 03/06/26	\$ 200.00
Bobby Voisard	300298	RV021926	Board of Supervisors Meeting 02/19/26	\$ 200.00
Brian Meert	300299	BM021926	Board of Supervisors Meeting 02/19/26	\$ 200.00
Brian Meert	300309	BM030626	Board of Supervisors Meeting 03/06/26	\$ 200.00
Central Florida Gas	20260310-2	200000346664-022026	Utilities 02/26	\$ 301.72
Deborah Higham	300300	DH021926	Board of Supervisors Meeting 02/19/26	\$ 200.00
Deborah Higham	300310	DH030626	Board of Supervisors Meeting 03/06/26	\$ 200.00
Duke Energy	20260311-1	910082280489-021626	Lighting Charges 02/26	\$ 811.72
Duke Energy	20260304-1	910082280679-020926	Electric Charges 01/26	\$ 30.80
Duke Energy	20260304-1	910082280835-020926	Electric Charges 01/26	\$ 57.27

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20260304-1	910082281034-020926	Electric Charges 01/26	\$ 30.80
Duke Energy	20260304-1	910082281232-020926	Lighting Charges 01/26	\$ 1,372.29
Duke Energy	20260304-1	910082281539-020926	Electric Charges 01/26	\$ 30.80
Duke Energy	20260319-1	910082281688-022426	Lighting Charges 02/26	\$ 493.21
Duke Energy	20260304-1	910082282209-020926	Electric Charges 01/26	\$ 30.80
Duke Energy	20260304-1	910082282382-020926	Electric Charges 01/26	\$ 30.80
Duke Energy	20260306-1	910082282564-021126	Lighting Charges 01/26	\$ 1,117.78
Duke Energy	20260304-1	910082331102-020926	Electric Charges 01/26	\$ 168.05
Duke Energy	20260326-1	910082331318-030326	Lighting Charges 02/26	\$ 1,060.82
Duke Energy	20260320-1	910082331491-022526	Electric Charges 02/26	\$ 30.80
Duke Energy	20260304-1	910082331714-020926	Electric Charges 01/26	\$ 19.39
Duke Energy	20260304-1	910082331904-020926	Lighting Charges 01/26	\$ 4,711.62
Duke Energy	20260323-1	910082332054-022626	Lighting Charges 02/26	\$ 7,355.78

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	20260320-1	910088635266-022526	Lighting Charges 02/26	\$ 921.10
Duke Energy	20260312-1	910088635414-021726	Lighting Charges 02/26	\$ 1,380.48
Duke Energy	20260323-1	910088635563-022626	Lighting Charges 02/26	\$ 36.32
Florida Department of Revenue	20260320-2	5880171561288-022826	Sales Tax 02/26	\$ 2,986.65
FTI/Florida Training & Investigations	300318	23204133	Guard House Security Services 01/10/26-02/08/26	\$ 36,650.00
FTI/Florida Training & Investigations	300318	23204136	Guard House Security Services 02/09/26-03/09/26	\$ 37,250.00
Island Breeze Affiliates, Inc.	300331	IBA-032126	DJ Aussie Dave 03/26	\$ 500.00
Janitorial Superstore	300313	47506	Cleaning Supplies 03/26	\$ 885.05
Janitorial Superstore	300321	48227	Cleaning Supplies 03/26	\$ 1,168.55
Karan Wienker	300301	KW021926	Board of Supervisors Meeting 02/19/26	\$ 200.00
Karan Wienker	300311	KW030626	Board of Supervisors Meeting 03/06/26	\$ 200.00
Kilinski Van Wyk, PLLC	300322	14529	Legal Services 02/26	\$ 4,902.50
Polk County BOCC	20260310-4	6921994	Water Services 01/26	\$ 1,941.45

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 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	20260310-1	6922044	Water Services 01/26	\$ 10,796.75
Polk County BOCC	20260310-1	6922096	Water Utility 01/26	\$ 114.50
Polk County BOCC	20260310-1	6922400	Water Utility 01/26	\$ 12.71
Polk County BOCC	20260310-1	6922401	Water Utility 01/26	\$ 43.65
Polk County BOCC	20260310-1	6922402	Water Utility 01/26	\$ 753.66
Polk County BOCC	20260310-3	6923419	Water Utility 01/26	\$ 54.92
Polk County BOCC	20260310-1	6923601	Water Utility 01/26	\$ 10.50
Polk County BOCC	20260310-1	6923644	Water Utility 01/26	\$ 490.50
Polk County BOCC	20260310-1	6923654	Water Utility 01/26	\$ 40.23
Polk County BOCC	20260310-1	6923655	Water Utility 01/26	\$ 46.86
Polk County BOCC	20260310-1	6923656	Water Utility 01/26	\$ 82.22
Polk County BOCC	20260310-1	6923695	Water Utility 01/26	\$ 53.49
Proptia	300305	8937	Monthly Security Service 03/26	\$ 775.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Proptia	300323	9141	Activation of Credentials 03/26	\$ 200.00
Resort Pool Services	300295	30746	Floor Repairs 02/26	\$ 385.00
Resort Pool Services	300324	31033	Monthly Pool Service 03/26	\$ 9,330.00
Resort Pool Services	300324	31084	Repairs 03/26	\$ 525.00
Rizzetta & Company, Inc.	300303	INV0000107527	Accounting Services 03/26	\$ 4,894.75
School Now	300319	INV-SN-988	CDD ADA-Compliant Website 09/25	\$ 1,515.00
SK Print & Promo, LLC	300306	4224	Final 50% - Letter Sign 03/26	\$ 4,994.38
Spectrum	20260316-1	0024657022526	Internet 02/26	\$ 1,113.48
Spies Pool, LLC	300296	23285	Monthly Chemical Controller 12/25	\$ 450.00
Stantec Consulting Services, Inc.	300314	2524908	Engineering Services 01/26	\$ 712.72
Steadfast Environmental, LLC (San Antonio, FL)	300315	SA-20631	Aquatic Maintenance 03/26	\$ 2,393.00
Sumanth Neelam	300302	SN021926	Board of Supervisors Meeting 02/19/26	\$ 200.00
Sumanth Neelam	300312	SN030626	Board of Supervisors Meeting 03/06/26	\$ 200.00

# Solterra Resort Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SunScape Landscape Management Services, Inc.	300328	14671	Landscape Maintenance 03/26	\$ 2,150.00
TPG Lighting LLC	300320	100717	Lighting - Permanent Tree Wrap Warranty 03/26	\$ 650.00
Truly Nolan Branch 711 Waste Connections of Florida	300307	71123702-021826	Commercial Pest Control 11/25-01/26	\$ 1,000.00
	20260305-1	1590175W460	Compactor Charge 02/26	\$ 991.60
Xerox Business Solutions	300297	IN3785857	Contract CN27503-01 01/26	\$ 1,326.60
Xerox Business Solutions	300325	IN3869922	Contract CN27503-01 02/26	\$ 905.85
Xerox Financial Services	300326	41741263	Contract 211-0984566-001 03/26	\$ 352.69
Yellowstone Landscape	300329	1112524	Irrigation Repair 12/25	\$ 470.10
Yellowstone Landscape	300329	1114379	Dead Palm Removal 02/26	\$ 967.96
Yellowstone Landscape	300329	1128079	Monthly Landscape Maintenance 03/26	\$ <u>16,166.00</u>
<b>Report Total</b>				<b>\$ <u>951,011.63</u></b>

# Tab 16

**RESOLUTION 2026-10**

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

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

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

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

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

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

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

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

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

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

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

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



# INVOICE

<b>Customer</b>	Solterra Resort Community Development District
<b>Acct #</b>	468
<b>Date</b>	02/05/2026
<b>Customer Service</b>	Brendan Callen
<b>Page</b>	1 of 1

Solterra Resort Community Development District  
 c/o Rizzetta & Company  
 3434 Colwell Ave, Suite 200  
 Tampa, FL 33614

Payment Information	
<b>Invoice Summary</b>	\$ 935.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#31416
	100125585

Thank You

Please detach and return with payment



Customer: Solterra Resort Community Development District

Invoice	Effective	Transaction	Description	Amount
31416	01/01/2026	Policy change	Policy #100125585 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Added Vicarious Liquor Liab Due Date: 2/5/2026	935.00

Please Remit Payment To:  
 Egis Insurance and Risk Advisors  
 P.O. Box 748555

Total	
\$	935.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349  
 TO PAY VIA ACH: Accretive Global Insurance Services LLC  
 Routing ACH: 121000358 Account: 1291776914

<b>Remit Payment To: Egis Insurance Advisors</b>	(321)233-9939	<b>Date</b>
P.O. Box 748555	accounting@egisadvisors.com	02/05/2026
Atlanta, GA 30374-8555		



# INVOICE

<b>Customer</b>	Solterra Resort Community Development District
<b>Acct #</b>	468
<b>Date</b>	04/07/2026
<b>Customer Service</b>	Dionna Humphery
<b>Page</b>	1 of 1

Solterra Resort Community Development District  
 c/o Rizzetta & Company  
 3434 Colwell Ave, Suite 200  
 Tampa, FL 33614

Payment Information	
<b>Invoice Summary</b>	\$ 615.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#32065
E381749	

Thank You

Please detach and return with payment



Customer: Solterra Resort Community Development District

Invoice	Effective	Transaction	Description	Amount
32065	04/09/2026	Renew policy	Policy #E381749 04/09/2026-04/09/2027 Great American Insurance Co  Utility Bond - Renew policy Due Date: 4/7/2026	615.00

Please Remit Payment To:  
 Egis Insurance and Risk Advisors  
 P.O. Box 748555

Total	
\$	615.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349  
 TO PAY VIA ACH: Accretive Global Insurance Services LLC  
 Routing ACH: 121000358 Account: 1291776914

<b>Remit Payment To: Egis Insurance Advisors</b>	(321)233-9939	<b>Date</b>
P.O. Box 748555	accounting@egisadvisors.com	04/07/2026
Atlanta, GA 30374-8555		

# **Tab 17**



# SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

# Solterra Resort



**PRECISION SIDEWALK SAFETY CORP • April 3rd, 2026**

1202 SW 17<sup>th</sup> Street, Suite 201-122 • Ocala, FL 34471 • [www.precisionsidewalksafety.com](http://www.precisionsidewalksafety.com)  
Trent Kurkcu • (877) 799-6783 x 531

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**

It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



PREPARED FOR:

## Solterra Resort • Davenport, FL

- Mr. Joe Bullins, LCAM, Artemis Lifestyle Management
- Residents of Solterra Resort

Precision Sidewalk Safety Corp (PSSC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cut equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded Florida and South Carolina communities the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

### Site Review Summary

As requested, PSSC visited Solterra Resort to review sidewalks to hazards that create trip and fall liabilities that PSSC can repair. Prior to the review, PSSC met with Mr. Bullins to discuss what is important to the community and to understand specifications and boundaries for this project. Initially, Mr. Bullins directed PSSC to identify and price all changes in level from 1/4" to 2" high that our company can repair on the sidewalks throughout the community. A review of the sidewalks in approximately 80% of the community was completed to estimate the number of hazards meeting the requested height specification present and their sizes. At that time, PSSC met with Mr. Bullins to discuss the findings within the reviewed areas and Mr. Bullins revised the height specification and requested a proposal to repair hazards measuring 1/2" – 2" in height throughout the community.

The review of the remainder of the sidewalks was subsequently completed (see map on page 2 for boundaries). As directed, all sidewalks within the gated Solterra Springs community are **excluded** as this is a separate HOA from Solterra Resort. Based on the definitions provided by the Federal Americans with Disabilities Act, there are additional hazards present throughout the community, but as directed, these hazards are not included in this proposal. The Americans with Disabilities Act excerpts relevant to changes in level on walkways are included in Exhibit A.

**Changes in level measuring 1/2" – 2" in height at Solterra Resort were inventoried and a total of 310 hazards meeting the specifications were observed.**

As directed by Mr. Bullins, this proposal **includes** hazards created by the concrete surrounding utility panels intruding into the sidewalk right of way (see Figure 4 in Photo Examples below). Repairs to these types of hazards will be made at the best possible slope if a 1:12 slope cannot be achieved due to the proximity of the hazard to the utility cover or edge of the panel.

As directed by Mr. Bullins, all hazards located on oversized panels running through driveways that have the same width as the adjacent sidewalk panels are **included** in this proposal (see Figure 5).

This location is an ideal application for our precision concrete cutting repair method. The service will allow Solterra Resort to mitigate risk and liability before an accident occurs, and to do it at a minimal cost. Our service includes a detailed, auditable report of every hazard repaired, so efforts to maintain safe sidewalks are well documented (see Repair Specifications section). This can be submitted to the insurance company, which will often provide lower rates or "credits" for properties with proactive programs in place to reduce liabilities.

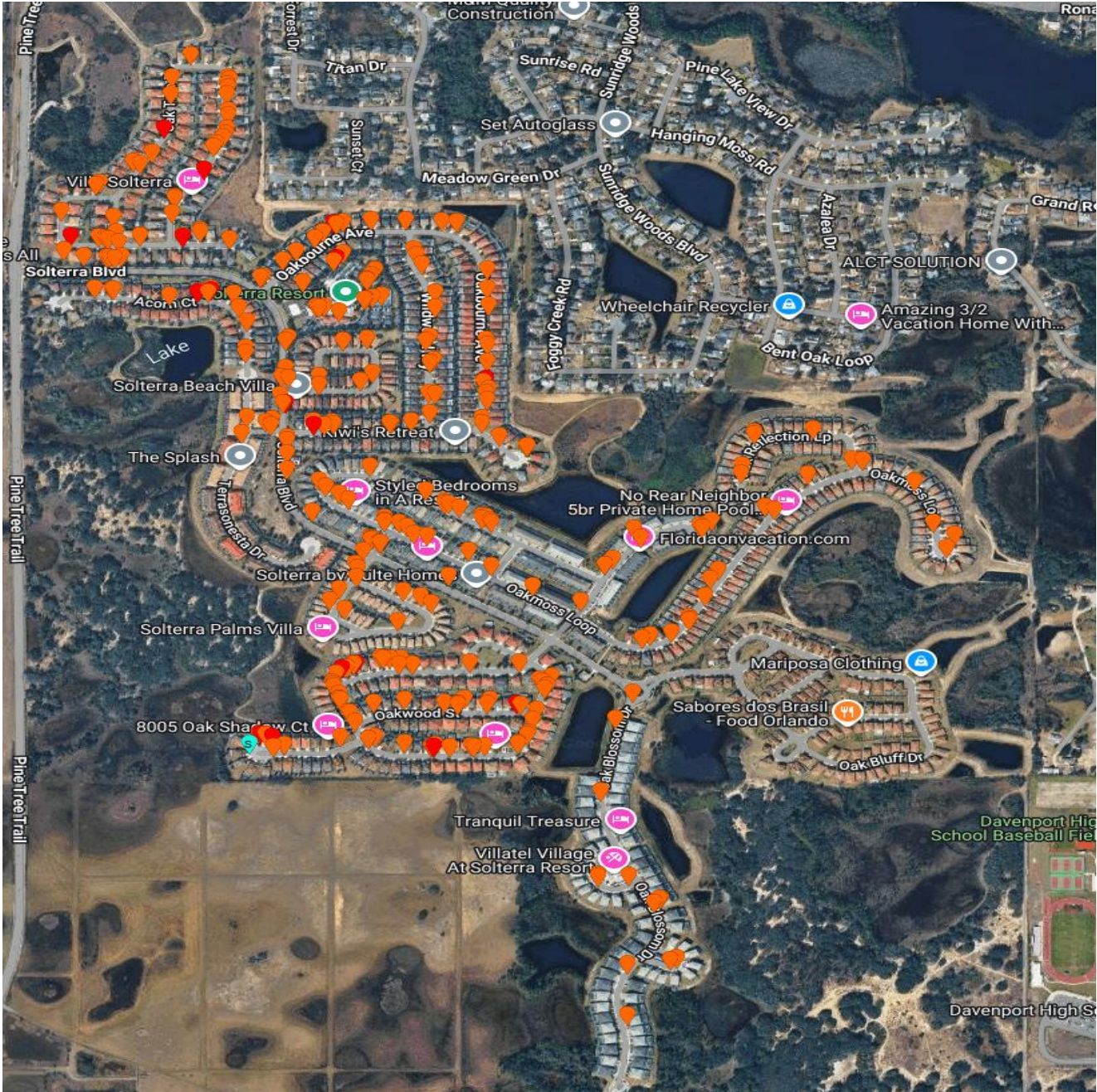
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It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



When repair work is initiated, our experienced trip hazard removal specialists will precisely identify and record the exact quantity, measurement and location of each hazard PSSC can repair. This more precise evaluation may result in quantities and measurements that vary slightly from this estimate, however the price provided is a “not to exceed” estimate.

### Hazards Identified at Solterra Resort



The map in this proposal shows the approximate locations of trip hazards included in the scope of this proposal. The accuracy of this map is dependent on the technology available on smart phones and should be relied upon as approximations only. The **Turquoise Pin** represents hazards caused by sunken utility panels in the sidewalk right-of-way.

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### Methodology – Preparing This Estimate

1. PSSC typically conducts a census of hazards that we can repair on the property’s specified sidewalks; the hazards are then grouped into 3 categories:

<u>CATEGORY</u>	<u>SPECIFICATION</u>
 Least Severe	¼ inch
 Severe	¾ inch to 7/8 inch
 Most Severe	1 inch to 2 inches

2. In the case of Solterra Resort, only hazards measuring ½”-2” in height are included in this proposal as directed.
3. An estimate of the volume of concrete needing to be removed for each category was prepared based on our experience data base.
4. A “not to exceed” bid was prepared based on the estimated volume of repairs.

Hazards above 2 inches in height are normally not included in PSSC estimates. Since most sidewalks are a total of 3.5 to 4 inches deep, municipal engineers recommend repairs to not exceed 2 inches in height because removing more concrete than the amount associated with these measurement criteria may potentially jeopardize the structural integrity of the sidewalks should a vehicle of heavy mass or large equipment drive over it. Sidewalks with hazards greater than 2 inches in height are recommended for alternative means of remediation by the property owner. Severely broken panels and sections of sidewalk with hollowed out earth beneath should also be considered reparative scopes of work outside the abilities and offerings of PSSC.

**Multiple panels with severe cracking were observed at the time of PSSC’s review (see Figure 6). All locations such as these are excluded from this proposal.**

Before work commences, our on-site trip hazard removal specialists will assess all panels identified in this proposal to ensure changes in level can be repaired using our technique. If it is determined that any locations should be remedied in an alternative way instead of repaired using our horizontal saw cut method, PSSC will exclude those repairs from our service. Some sidewalk panels have holes, missing pieces, or hairline cracks which do not result in changes of level. These types of sidewalk imperfections cannot be repaired utilizing our precision concrete cutting method and are also **excluded** from this estimate. In some cases, where a crack exists on a stable panel, the concrete on one side will be raised higher, creating a trip hazard. PSSC will always repair this type of trip hazard unless directed otherwise, but the original crack in the panel will remain.





Our initial review identified **310 PSSC-repairable hazards measuring 1/2” – 2” in height** on the sidewalks throughout Solterra Resort (shown in Table 1 below)

<b>TABLE 1: SOLTERRA RESORT 310 TRIP HAZARDS MEASURING 1/2” – 2” BY HEIGHT CATEGORIES</b>			
<b>LOCATION</b>	<b>1/2" - 7/8"</b>	<b>1" - 2"</b>	<b>TOTAL</b>
Acorn Court	12	2	<b>14</b>
Broad Oak Drive	47	4	<b>51</b>
Clubhouse	16	1	<b>17</b>
Misty Oak Circle	11	0	<b>11</b>
Oak Blossom Drive	11	0	<b>11</b>
Oak Reflection Loop	13	0	<b>13</b>
Oak Shadow Court	9	3	<b>12</b>
Oak Spring Lane	8	0	<b>8</b>
Oak Tree Drive	23	2	<b>25</b>
Oakbourne Avenue	29	3	<b>32</b>
Oakgrain Ct	4	0	<b>4</b>
Oakmoss Loop	35	1	<b>36</b>
Oakrise Loop	5	1	<b>6</b>
Oakview Drive	9	1	<b>10</b>
Oakwood Street	7	0	<b>7</b>
Pine Oak Loop	2	0	<b>2</b>
Solterra Boulevard	22	1	<b>23</b>
Solterra Circle	9	0	<b>9</b>
Terrasonesta Drive	6	0	<b>6</b>
Wildwood Way	13	0	<b>13</b>
	<b>291</b>	<b>19</b>	<b>310</b>
<b>TOTAL</b>			

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**



**Photo Examples**

**Figure 1**



Example of a 1/2-inch high "Severe" hazard on the sidewalks at the Clubhouse.

**Figure 2**



Example of a 3/4-inch high "Severe" hazard located on the sidewalks at the Clubhouse.

**Figure 3**



Example of a 1 1/4-inch high "Most Severe" hazard located on the sidewalks at the Clubhouse.



**Figure 4**

Example of a  $\frac{5}{8}$ -inch "Severe" hazard located on Oak Shadow Court created by a sunken utility panel intruding into the sidewalk right of way. As directed by Mr. Bullins, these types of hazards are **included** in this proposal.



**Figure 5**



Example of a  $\frac{1}{2}$ -inch hazard on Oak Shadow Court located on a driveway panel having the same width as the regular sidewalk. As directed by Mr. Bullins, hazards such as this are **included** in this proposal.

**Figure 6**

Example of panels located on Oak Blossom Drive that are severely cracked and damaged. All locations such as these are **excluded** from this proposal.



## Pricing Summary

Table 2 below provides an estimated price range to repair the 310 hazards measuring 1/2” – 2” high that PSSC can repair on the sidewalks throughout the community, as identified in Table 1. Repairs will be made at the ADA-compliant, 1:12 slope. Our technicians take exact measurements of every hazard when we perform our work, so the final price will be determined by the actual volume of concrete removed to achieve the 1:12 slope for repairs, however **the high end of the range estimated is a “not to exceed” price.**

**PSSC proposals are valid for 90 days**, but if the signed authorization to repair all 310 hazards is returned to PSSC within 45 days of the proposal date, PSSC will extend a discounted rate. If the community chooses to do any other portion of the work, no discount will be applied. If the signed authorization is received after the 45 days but before the 90-day expiration, the standard price range will apply.

TABLE 2: PRICING FOR 310 HAZARDS 1/2” - 2” HIGH AT SOLTERRA RESORT	
1:12 REPAIR SLOPE	REPAIR PRICE
Price if signed authorization is returned to PSSC by <b>May 18th, 2026</b>	<b>\$37,799 - \$39,689</b>
Price if signed authorization is returned to PSSC by <b>July 2, 2026</b>	<b>\$39,788 - \$41,778</b>

Precision Sidewalk Safety estimates that the work to repair all hazards identified can be completed in 3-4 days with the note that wet weather will delay our operations. We will re-route pedestrian traffic on small sections of sidewalk (10’-15’) for periods that range from 3 minutes to 20 minutes while those sections are being repaired. We request that the community make arrangements for all vehicles to be moved away from the driveways and sidewalks in order for our crew to make the repairs. **We also require that a representative of the property review and accept the work (or request adjustments) prior to the crew’s estimated departure.** While the sidewalk restoration project is underway, we will:

- keep the sidewalks in service
- require no heavy equipment or traffic control
- remove all debris and recycle the concrete waste materials
- leave the proposed areas clean and trip hazard-free

**Figure 7: Precision Sidewalk Safety Work Example**



## Savings Summary

Precision Sidewalk Safety provides a professional service to hundreds of municipalities, private communities and schools throughout Florida and South Carolina. Based on data shared by many of these customers, the comparative analysis in Table 3 shows the differences between available methods for sidewalk trip hazard repair.

TABLE 3: REPAIR METHOD COMPARISON FOR SOLTERRA RESORT			
METHOD	ADA COMPLIANT	TIME REQUIREMENT	POSSIBLE INCIDENTAL DAMAGES
Precision	Yes	3-4 Days	None
Grinding	No	16-18 Days	Adjacent sidewalk panels, landscaping, and sprinkler heads
Replacement	Yes	2 Months	Broken sidewalk panels from weight of trucks and damage to landscaping, and possible tree damage if root pruning

### Grinding

Although grinding is sometimes used for the removal of trip hazards at private properties, it is not an ideal method for sidewalk repair as the equipment is not specifically designed for this use. Grinding often leaves unpleasant pitting and grooves on the surface of the concrete. Because it is very inflexible equipment, these markings occur not only on the panels with hazards, but also on the sidewalk panels adjacent to those panels. In addition, a grinder often leaves a hazard in place where someone could still trip and fall, because operators are forced to choose from either damaging something adjacent to the affected panel (landscaping, sprinkler heads, etc.) or leaving the repair with upturned edges. This repair method literally scrapes and pulverizes the concrete surface to take off some of the height differential, but it cannot meet the specified ADA requirements for proper slope.

In addition, grinding causes considerable dust and mess. If the dust is managed with water, the property risks slurry and runoff into storm drains or local water. In most cases, grinding cannot be compared to the Precision method, since grinding cannot achieve like results. Still, in a comparison of the same number and size hazards, Precision Sidewalk Safety is comparable in cost. Figure 8 shows results from a typical grind.

**Figure 8: Typical Results from a Grinder**



**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**



Demolition and Replacement

The conventional approach to fully eliminating trip hazard liability is to demolish and replace hazardous panels. Done correctly to ensure a zero point of differential between existing and new sections, this method meets ADA specifications and is the most comparable alternative to the PSSC method. However, the number of hazards that can be repaired on a fixed budget is very limited. Demolition and replacement can also be very obtrusive to a property. Sidewalks are often closed for days, and cars sometimes need to be moved. Incidental damages to landscaping can occur.

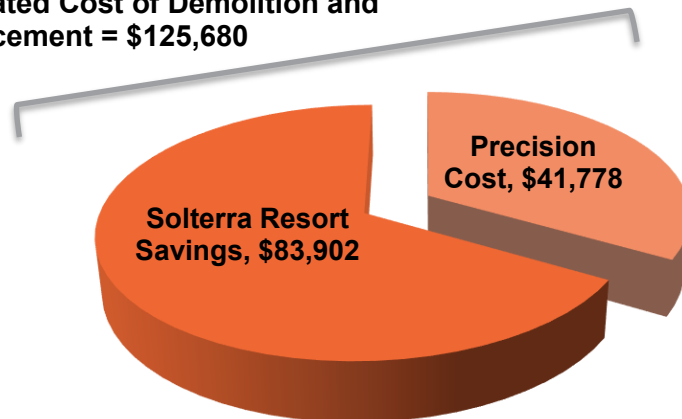
Based upon various panel sizes totaling approximately 6,284 square feet and the community’s estimated replacement cost of roughly \$20.00 per square foot, we estimate the cost to demolish and replace 310 panels is **\$125,680**. This takes into account:

- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete

Based upon the “not to exceed price to repair all PSSC-repairable hazards measuring 1/2” – 2” throughout the community, the maximum cost for PSSC repairs is \$41,778 which is an **estimated savings of \$83,902 or 67%**. This comparison assumes that only one panel would be demolished and replaced, which is usually not the case since replacing slabs often requires a “run” of two to five slabs. The *actual* cost for demolition and replacement would likely be two to three times this amount.

**COST SAVINGS COMPARED TO DEMOLITION AND REPLACEMENT**

**Estimated Cost of Demolition and Replacement = \$125,680**





## Environment Savings:

As a member of several “green” building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. We utilize a dust containment system to minimize dust and portable equipment that consumes minimal energy. The small sections of concrete we remove are recycled. By using Precision Sidewalk Safety instead of demolition and replacement, Solterra Resort would achieve the following environmental savings:

### Natural Resources Saved:

- Approximately **142 tons** of waste concrete from removal and placement in landfills (est. **2,093 cubic feet** of concrete at an average weight of 132 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

### Fossil fuels saved: estimated **278 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of estimated **142 tons** of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

### Prevented release of Carbon Dioxide gas: estimated **2.50 Metric Tons**

## Repair Specifications

Precision Sidewalk Safety will submit a summary itemizing each trip hazard repaired. This report will include the following, which serves as a detailed, auditable invoice for each repair:

- a. The physical location (address, light pole #, etc.) of each repair
- b. The specific hazard height - high side and low side measurement – in 8ths of an inch
- c. The total width of actual repair in inches
- d. The square footage of repaired panel

Debris from repaired areas will be collected and removed and a dust abatement system will be used during all repair operations. All resulting repairs will be flat and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.

This proposal is based upon a repair slope of 1:12, removing all hazards measuring ½” – 2” in height that PSSC can repair on the sidewalks throughout Solterra Resort.

The following special conditions **are** included in this proposal for the hazards identified in Table 1:

- Only hazards measuring ½”-2” throughout the community
- Panels which are intact, stable, and not cracked, fractured, or settled
- Panels with hairline, spider, or multiple cracks(s) which are otherwise “stable” and “intact”
- Panels with surface imperfections or missing/sunken partial sections that are 90% useable
- Access ramps that transition sidewalk to crosswalk
- Hazards on over-sized panels that run through the driveway having the same width as the sidewalk
- Hazards on concrete surrounding sunken utility panels directly in sidewalk right-of-way.





The following special conditions **are not** currently included in this proposal:

- Hazards within the gated Solterra Springs community
- Hazards greater than 2" or panels that are too broken for repair or are hollow underneath
- Hazards adjacent to brick paver walkways which are not grouted into place

**Safety:**

Precision Sidewalk Safety Corp has a perfect safety record; we use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

**Insurance and Incorporation:**

Precision Sidewalk Safety Corp is a corporation registered in the state of Florida. Proof of liability, worker's compensation, and auto insurance will be provided as requested.

**Protection Under U.S. Patent and Trademark Laws:**

The work provided by Precision Sidewalk Safety reveals equipment and processes, which are protected under United States patent laws. It is the use of these patents that enables us to provide the best available trip hazard removal service to our clients. Due to the nature of our business and in lieu of the ability to receive competitive bids for like services, our company provides documentation and reference to the patents that have been issued to our corporate office. Precision Concrete Cutting of Utah and its affiliates, along with The United States Patent and Trademark Office, takes an active and exacting role to protect and enforce intellectual property rights.

<b>U.S. Pat. No. 6,896,604</b>	<b>U.S. Pat. No. 6,827,074</b>
<b>U.S. Pat. No. 7,143,760</b>	<b>U.S. Pat. No. 7,402,095</b>
<b>U.S. Pat. No. 7,000,606</b>	<b>U.S. Pat. No. 7,201,644</b>

**About Precision Sidewalk Safety Corporation:**

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 70 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 700,000 repairs on sidewalks in the two states, saving communities an estimated \$141 million on sidewalk repairs.



## EXHIBIT A: Excerpts from ADA Guidelines

Federal Register / Vol. 56, No. 144 / Friday, July 26, 1991 / Rules and Regulations

### Federal Regulations on Trip Hazard Removal

Part III

#### Department of Justice

Office of the Attorney General

28 CFR Part 36  
Nondiscrimination on the Basis of  
Disability Public Accommodations and in  
Commercial Facilities; Final rule

#### 4.5 Ground and Floor Surfaces Excerpts from Federal Register

**4.5.2 Changes in Level.** Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

**4.7.2 Slope.** Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

**4.8.2 Slope and Rise.** The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

**3 – a – 1.** A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

**3 – a – 1.** A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.





# AUTHORIZATION TO PROCEED • FAX TO 866-669-1175

>>ESTIMATE IS VALID FOR 90 DAYS FROM DATE OF ISSUE<<

<b>SCOPE OF PROJECT</b>	Repair at a 1:12 slope trip hazards measuring ½" - 2" that PSSC's method is able to repair as identified in in Proposal FLP-AF-312. <b>Please circle the option selected and fill in the authorization date, then complete invoice information in the approved by / billing info table below.</b>		
<b>CUSTOMER</b>	<b>SOLTERRA RESORT</b>		
<b>COST</b>	<b>PRICE IF AUTHORIZATION IS RECEIVED BY MAY 18, 2026</b> <b>\$37,799 - \$39,689</b>	<b>PRICE IF AUTHORIZATION IS RECEIVED BY JULY 2, 2026</b> <b>\$39,788 - \$41,778</b>	<b>DATE</b>

This proposal provides a price which will not be exceeded given the scope of work specified and is based on: 1) an estimated number of hazards we anticipate our technician(s) can repair and 2) the resulting amount of concrete material our technician(s) will remove to render repairs compliant with approved customer specifications. Your final inventory of repairs may vary from this estimate. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. At least 30 minutes prior to the crew's scheduled departure, customer (or designee) agrees to have inspected and either accepted all repairs as completed, or determined suitable adjustment(s) (if any) as may be required, such that the crew's departure will not be delayed. PSSC will not be held responsible for cracks or other defects in poured concrete that may exist due to materials or methods used by original installer.

The undersigned acknowledges the above explanation of our estimate of work as well as the exclusions set forth in this Proposal, that he/she is legally authorized to engage Precision Sidewalk Safety Corp to deliver designated work, has seen a sample – photo or actual – of the resulting repair, and agrees to notify or mediate affected property owners.

**Initial below in the space provided if you authorize PSSC to INCLUDE the following repair types:**

         *Repair to hazards caused by sunken utility panels when directly in sidewalk right-of-way.*

<b>APPROVED BY</b>	NAME	
	SIGNATURE	
	TITLE	
	PHONE	ALT. PHONE
<b>BILLING INFO</b> <b>(All invoices sent electronically)</b>	INVOICE TO NAME	
	ADDRESS	
	INVOICE TO EMAIL ADDRESS	

Upon receipt of this signed acceptance of the details provided throughout this proposal, PSSC will schedule the requested repairs. Every effort will be made to accommodate the requested start date.

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**



# Tab 18

**RESOLUTION 2026-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Solterra Resort Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2026

HOUR: 10:00 a.m.

LOCATION: Solterra Resort Amenity Center  
5200 Solterra Boulevard  
Davenport, FL 33837

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County, Florida at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the

approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 1<sup>ST</sup> DAY OF MAY 2026.**

ATTEST:

**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Proposed Budget for Fiscal Year 2027



Rizzetta & Company

**Solterra Resort  
Community Development  
District**

---

**Proposed Budget  
for Fiscal Year  
2026-2027**

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**Proposed Budget**  
**Solterra Resort Community Development District**  
 General Fund  
 Fiscal Year 2026/2027

3

**Comments**

Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
64 <b>Water-Sewer Combination Services</b>						
Utility - Water & Sewer	\$ 95,490	\$ 287,500	\$ 250,000	\$ (37,500)	\$ 290,000	\$ 40,000
66 <b>Other Physical Environment</b>						
Asphalt Repair & Maintenance	\$ -	\$ 40,000	\$ 25,000	\$ (15,000)	\$ 25,000	\$ -
General Liability & Property Insurance	\$ 41,925	\$ 41,925	\$ 55,000	\$ 13,075	\$ 50,000	\$ (5,000)
Irrigation Maintenance & Repair	\$ 5,915	\$ 14,196	\$ 21,000	\$ 6,804	\$ 21,000	\$ -
Landscape Maintenance	\$ 67,619	\$ 195,000	\$ 250,000	\$ 55,000	\$ 250,000	\$ -
Landscape Replacement Plants, Shrubs, Trees	\$ 12,298	\$ 80,000	\$ 116,667	\$ 36,667	\$ 116,667	\$ -
Landscape Field Services	\$ 5,300	\$ 17,200	\$ -	\$ -	\$ 26,000	\$ -
Miscellaneous Contingency	\$ 35,490	\$ 64,400	\$ 64,400	\$ -	\$ 64,400	\$ -
Pond & Wetland Maintenance	\$ 9,572	\$ 29,000	\$ 53,800	\$ 24,800	\$ 30,000	\$ (23,800)
74 <b>Parks &amp; Recreation</b>						
Clubhouse Facility Maintenance	\$ 3,004	\$ 75,445	\$ 67,600	\$ (7,845)	\$ 75,450	\$ 7,850
Clubhouse Restaurant Operations	\$ 75,000	\$ 75,000	\$ 70,000	\$ (5,000)	\$ 75,000	\$ -
Clubhouse Maintenance & Repair - Buildings & Rec	\$ 12,971	\$ 22,000	\$ 22,000	\$ -	\$ 22,000	\$ -
Clubhouse Maintenance & Repair	\$ 94,486	\$ 314,954	\$ 314,954	\$ -	\$ 314,954	\$ -
Clubhouse Supplies	\$ 17,062	\$ 60,000	\$ 60,000	\$ -	\$ 63,000	\$ 3,000
Decorative Lights	\$ 4,519	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -
Employee - Amenity Staff	\$ 145,932	\$ 486,442	\$ 627,120	\$ 140,678	\$ 486,450	\$ (140,670)
Fitness Equipment Maintenance & Repairs	\$ 23,541	\$ 23,541	\$ 10,000	\$ (13,541)	\$ 10,500	\$ 500
Furniture Repair & Replacement	\$ 240	\$ 2,348	\$ 2,348	\$ -	\$ 2,348	\$ -
General Operating Expenses	\$ 1,793	\$ 16,000	\$ 20,000	\$ 4,000	\$ 20,000	\$ -
Lifeguard/Pool Monitors	\$ 60,204	\$ 200,678	\$ 60,000	\$ (140,678)	\$ 200,680	\$ 140,680
Miscellaneous Contingency	\$ 15,840	\$ 19,584	\$ 26,000	\$ 6,416	\$ 26,000	\$ -
Pest Control & Termite Bond	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -
Pool Permits	\$ -	\$ 850	\$ 850	\$ -	\$ 850	\$ -
Pool Service Contract	\$ -	\$ 111,960	\$ 51,000	\$ (60,960)	\$ 111,960	\$ 60,960
Pressure Washing	\$ 1,800	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -
Repair & Maintenance - Pool & Lazy River	\$ 16,683	\$ 51,000	\$ 51,000	\$ -	\$ 51,000	\$ -
Social Activity & Movie License	\$ 7,510	\$ 9,763	\$ 1,000	\$ (8,763)	\$ 10,000	\$ 9,000
Staffing: GM Cost Share	\$ 58,625	\$ 167,500	\$ 167,500	\$ -	\$ 167,500	\$ -

Set to trend
Account for actual cost plus annual increase
TBD based on RFP
Contracted amount
Contracted amount
Contracted amount
account for 5% inflation curve
Contracted Rate
account for 5% inflation curve
Contracted Rate
Set to trend
Contracted amount





**Debt Service**

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2023	Series 2014	Series 2018	Budget for 2026/2027
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$375,775.20	\$258,743.53	\$616,722.48	\$1,251,241.21
<b>TOTAL REVENUES</b>	<b>\$375,775.20</b>	<b>\$258,743.53</b>	<b>\$616,722.48</b>	<b>\$1,251,241.21</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Debt Service Obligation	\$375,775.20	\$258,743.53	\$616,722.48	\$1,251,241.21
<b>Administrative Subtotal</b>	<b>\$375,775.20</b>	<b>\$258,743.53</b>	<b>\$616,722.48</b>	<b>\$1,251,241.21</b>
<b>TOTAL EXPENDITURES</b>	<b>\$375,775.20</b>	<b>\$258,743.53</b>	<b>\$616,722.48</b>	<b>\$1,251,241.21</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Polk County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

**GROSS ASSESSMENTS**

**\$1,345,420.65**

**Notes:**

Tax Roll Collection Costs for Polk County is 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

<b>2026/2027 O&amp;M Budget:</b>		\$3,394,890.00	<b>2025/2026 O&amp;M Budget:</b>	\$3,394,885.00
Polk County Collection Cost:	3%	\$109,512.58	<b>2026/2027 O&amp;M Budget:</b>	\$3,394,890.00
Early Payment Discount:	4%	\$146,016.77		
<b>2026/2027 Total:</b>		<b>\$3,650,419.35</b>	<b>Total Difference:</b>	<b>\$5.00</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
<b>Assessment Area 1</b>					
<b>Townhomes</b>	Series 2023 Debt Service	\$563.69	\$563.69	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$3,697.26</b>	<b>\$3,697.26</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 50'</b>	Series 2023 Debt Service	\$1,024.88	\$1,024.88	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,158.45</b>	<b>\$4,158.45</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 70'</b>	Series 2023 Debt Service	\$1,178.61	\$1,178.61	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,312.18</b>	<b>\$4,312.18</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Assessment Area 2</b>					
<b>Single Family 40' - 50'</b>	Series 2014 Debt Service	\$1,301.00	\$1,301.00	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,434.57</b>	<b>\$4,434.57</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 70'</b>	Series 2014 Debt Service	\$1,496.15	\$1,496.15	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,629.72</b>	<b>\$4,629.72</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Assessment Area 3</b>					
<b>Townhomes</b>	Series 2018 Debt Service	\$745.44	\$745.44	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$3,879.01</b>	<b>\$3,879.01</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 40' - 50'</b>	Series 2018 Debt Service	\$1,259.95	\$1,259.95	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,393.52</b>	<b>\$4,393.52</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 50'</b>	Series 2018 Debt Service	\$1,355.55	\$1,355.55	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,489.12</b>	<b>\$4,489.12</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 70'</b>	Series 2018 Debt Service	\$1,427.51	\$1,427.51	\$0.00	0.00%
	Operations/Maintenance	\$3,133.57	\$3,133.57	\$0.00	0.00%
	<b>Total</b>	<b>\$4,561.08</b>	<b>\$4,561.08</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Solterra Springs</b>					
<b>Single Family 50' (PPMT)</b>	Series 2018 Debt Service	\$1,124.21	\$1,124.21	\$0.00	0.00%
	Operations/Maintenance	\$2,494.59	\$2,494.59	\$0.00	0.00%
	<b>Total</b>	<b>\$3,618.80</b>	<b>\$3,618.80</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Single Family 50'</b>	Series 2018 Debt Service	\$1,355.55	\$1,355.55	\$0.00	0.00%
	Operations/Maintenance	\$2,494.59	\$2,494.59	\$0.00	0.00%
	<b>Total</b>	<b>\$3,850.14</b>	<b>\$3,850.14</b>	<b>\$0.00</b>	<b>0.00%</b>

FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$3,394,890.00
COLLECTION COSTS @	3%	\$109,512.58
EARLY PAYMENT DISCOUNT @	4%	\$146,016.77
<b>TOTAL O&amp;M ASSESSMENT</b>		<b>\$3,650,419.35</b>

UNITS ASSESSED					ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT				
LOT SIZE	O&M	SERIES 2023 DEBT SERVICE <sup>(1)</sup>	SERIES 2014 DEBT SERVICE <sup>(1)</sup>	SERIES 2018 DEBT SERVICE <sup>(1)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2023 DEBT SERVICE <sup>(2)</sup>	SERIES 2014 DEBT SERVICE <sup>(2)</sup>	SERIES 2018 DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
<b>Assessment Area 1</b>													
Townhomes	100	100	0	0	1.00	100.00	8.58%	\$313,357.37	\$3,133.57	\$563.69	\$0.00	\$0.00	\$3,697.26
Single Family 50'	230	230	0	0	1.00	230.00	19.74%	\$720,721.94	\$3,133.57	\$1,024.88	\$0.00	\$0.00	\$4,158.45
Single Family 70'	95	95	0	0	1.00	95.00	8.15%	\$297,689.50	\$3,133.57	\$1,178.61	\$0.00	\$0.00	\$4,312.18
<b>Assessment Area 2</b>													
Single Family 40' - 50'	146	0	146	0	1.00	146.00	12.53%	\$457,501.75	\$3,133.57	\$0.00	\$1,301.00	\$0.00	\$4,434.57
Single Family 70'	59	0	59	0	1.00	59.00	5.06%	\$184,880.85	\$3,133.57	\$0.00	\$1,496.15	\$0.00	\$4,629.72
<b>Assessment Area 3</b>													
Townhomes	120	0	0	120	1.00	120.00	10.30%	\$376,028.84	\$3,133.57	\$0.00	\$0.00	\$745.44	\$3,879.01
Single Family 40' - 50'	100	0	0	100	1.00	100.00	8.58%	\$313,357.37	\$3,133.57	\$0.00	\$0.00	\$1,259.95	\$4,393.52
Single Family 50'	171	0	0	169	1.00	171.00	14.68%	\$535,841.10	\$3,133.57	\$0.00	\$0.00	\$1,355.55	\$4,489.12
Single Family 70'	50	0	0	50	1.00	50.00	4.29%	\$156,678.68	\$3,133.57	\$0.00	\$0.00	\$1,427.51	\$4,561.08
<b>Solterra Springs</b>													
Single Family 50' (PPMT)	55	0	0	55	0.80	43.78	3.76%	\$137,202.61	\$2,494.59	\$0.00	\$0.00	\$1,124.21	\$3,618.80
Single Family 50'	63	0	0	63	0.80	50.15	4.31%	\$157,159.35	\$2,494.59	\$0.00	\$0.00	\$1,355.55	\$3,850.14
<b>Total Community</b>	<b>1189</b>	<b>425</b>	<b>205</b>	<b>557</b>		<b>1164.94</b>	<b>100.00%</b>	<b>\$3,650,419.35</b>					

LESS: Polk County Collection Costs (2%) and Early Payment Discounts (4%):

**(\$255,529.35)**

**Net Revenue to be Collected:**

**\$3,394,890.00**

<sup>(1)</sup> Reflects the number of total lots with Series 2023, Series 2014 and Series 2018 debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2023, Series 2014 and Series 2018 bond issue. Annual assessment includes principal, interest, County collection costs and early payment discounts.

<sup>(3)</sup> Annual assessment that will appear on November 2026 Polk County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

**GENERAL FUND BUDGET**  
**ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

**REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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**EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# Tab 19

**RESOLUTION 2026-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT REAPPOINTING AN ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously appointed **Shawn Wildermuth** as an Assistant Treasurer pursuant to Resolution 2026-12; and

WHEREAS, the Board now desires to remove **Shawn Wildermuth** as Assistant Treasurer and appoint **Susan Garcia** to the position.

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

**Section 1.** Shawn Wildermuth is removed as Assistant Treasurer.

**Section 2.** **Susan Garcia** is appointed as Assistant Treasurer.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 1<sup>st</sup> DAY OF MAY, 2026.**

**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## **Tab 20**

**RESOLUTION 2026-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED AMENITIES RULES AND POLICIES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the revised amenity rules, rates, fees, and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities and operation of public improvements.

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

**SECTION 1.** A public hearing will be held to adopt revised amenity rules, rates, fees, and charges of the District on **July 10, 2026, at the Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837.**

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

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

**PASSED AND ADOPTED** this 1<sup>st</sup> day of May 2026.

**ATTEST:**

**SOLTERRA RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Proposed Revised Amenities Rules and Policies

**EXHIBIT A**

Proposed Revised Amenities Rules and Policies

**SOLTERRA RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**REVISED AMENITIES RULES & POLICIES**



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Solterra Resort CDD  
Amenity Rules and Policies (eff. ~~July 11, 2025~~ )

SUSPENSION OF RIGHTS  
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ADMINISTRATIVE REIMBURSEMENT; PROPERTY DAMAGE  
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**Part 4: Operation Plan**  
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## PART 1: Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on ~~July 11, 2025~~ , at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

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

3. **Annual User Fee.** The Annual User Fee for persons not owning property within the District is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Resort Fee.** For Short-Term Renters who wish to utilize the Amenities only for the duration of their valid rental or lease agreement, the Resort Fee shall be paid at the rates as set forth herein. Proof of valid rental or lease agreement shall be required, and access to the Amenities shall be limited to the term of the valid rental or lease agreement.

5. **Reservation Rates.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must properly reserve the room or area in accordance with the Facility Rental Policies, as detailed in the Amenities Policies of Solterra Resort Community Development District, and pay the appropriate rental fee and deposit in the amounts set forth below.

Room / Area	*Rental Fee	Deposit
Multi-purpose field	\$50.00 - \$100.00/hour	\$300.00
Covered patio at pool	\$50.00 - \$100.00/hour	\$300.00
Clubhouse room	\$100.00 - \$200.00/hour	\$300.00
Clubhouse room and covered patio	\$100.00 - \$200.00/hour	\$300.00
Cabanas (pool side)**	\$50.00 - \$150.00/day	Total cost of rental due up front.

\*The Amenity Manager is authorized to charge fees not to exceed the maximum rental fees listed above; however, in the discretion of the Amenity Manager, the rental fees may be adjusted downward for weekdays, weekends, and holidays. However, all rental fees are increased by \$50.00 per hour for each hour past normal operating hours. All rental fees paid electronically may be subject to processing fees at the time of payment.

\*\*Except as authorized by the Amenity Manager pursuant to the Resident Cabana Reservations procedures.

6. **Activity and Program Rates.** The following activity and program rates apply:

Resort program prices are charged on an activity-by-activity basis.

Activity	Fee	Deposit (if applicable)
Happy Hour	Charge per person based on market rate	None
Parents Night out/movie	Charge per person based on market rate	None
Other events as scheduled	Charge per person based on market rate	None

7. **Miscellaneous Fees.**

Item	Fee*
Resort Fee	\$30.00-\$50.00/lease term
Replacement of damaged, lost, or stolen Access Pass	\$25.00
Up to ten (10) Guests accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Free
<b>Additional Guests Fee:</b> More than ten (10) Guests, maximum of ten (10) additional Guests, accompanied by a Patron (fee for using Amenities, such as clubhouse and pool)	\$30.00-\$50.00
Individual who is not a Guest and is not accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Annual User Fee
Insufficient funds fee (for submitting an insufficient funds check)	\$30.00

\* All rental fees paid electronically may be subject to processing fees at the time of payment.

8. **Special Provisions.**

- a. **After-Hours Events.** All rental fees are increased by \$50.00 per hour for each hour past normal operating hours.
  - b. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted to utilize the clubhouse for one free meeting per month, subject to availability.
  - c. **Additional Costs.** The District may, in its sole discretion, require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
9. **Resident Cabana Reservations.** Residents, and Renters who have been designated as the beneficial user of the Resident's rights to use the Amenities, may reserve up to two (2) cabanas per address associated with their Household each calendar year ("Resident Cabana Reservations") at no additional cost at the discretion of the Amenity Manager and in accordance with the following:
- a. Resident Cabana Reservations may only be submitted to the Amenity Manager on the same day the reservation is requested (ex. Resident Cabana Reservation requests cannot be submitted on Friday, May 2nd requesting a cabana on Saturday, May 3rd but can be submitted on the morning of Saturday, May 3rd for cabana use that same day). Resident Cabana Reservations cannot be made prior to the requested reservation date.
  - b. Resident Cabana Reservations are subject to availability on a first-come, first-served basis and may be approved or denied by the Amenity Manager or his/her designee in his or her sole discretion.
  - c. The Amenity Manager is responsible for verifying eligibility of individuals requesting Resident Cabana Reservations and for keeping record of the Households that utilize Resident Cabana Reservations each calendar year.
  - d. Residents and/or Renters whose Amenities privileges are suspended or terminated may not utilize Resident Cabana Reservations while said person's Amenities privileges are suspended or terminated.

- e. During the period when a Renter is designated as the beneficial user of the Resident's rights to use the Amenities, the Resident shall not be eligible to use Resident Cabana Reservations.
  - f. Resident Cabana Reservations are non-transferable and may not be utilized by a Resident and/or eligible Renter on behalf of Guests or Non-Residents. Any transfer of a Resident and/or eligible Renter's Resident Cabana Reservations shall be deemed void and the violator(s) will be subject to the Amenities Disciplinary Rule procedures for facilitating or allowing unauthorized access to or use of the Amenities.
  - g. Resident Cabana Reservations are not available on the following days:
    - i. New Year's Eve and New Year's Day; and
    - ii. Memorial Day; and
    - iii. Independence Day (Fourth of July); and
    - iv. Labor Day; and
    - v. Thanksgiving Day and Friday after Thanksgiving Day; and
    - vi. Christmas Eve and Christmas Day; and
    - vii. Weekend days (i.e., Saturdays and Sundays) in the months of June, July, and August.
  - h. All Residents and/or eligible Renters shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, including the cabanas, and shall ensure that any minor for whom they are responsible also complies with the same.
10. **Adjustment of Rates.** The Board may adjust, by resolution adopted at a duly noticed public meeting, any of the fees set forth herein to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
11. **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
12. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

| Solterra Resort CDD  
Amenity Rules and Policies (eff. ~~July 11, 2025~~ \_\_\_\_\_)

Law Implemented: ss. 190.011, 190.035, Fla. Stat.

## PART 2: Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on ~~July 11, 2025~~, at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

### DEFINITIONS

The following definitions shall apply to these policies in their entirety:

**"Access Pass"** – shall mean the identification card, fob, or other access credential device issued to Patrons.

**"Amenities"** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, inclusive of the swimming pool slide and spa area, lazy river, multi-purpose field, tennis courts, pickleball courts, playground and tot lots, lawn, picnic area and outdoor recreational areas, sand volleyball court, turf area and yard games, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**"Amenities Policies" or "Policies"** – shall mean all policies of the District relative to the Amenities, as amended from time to time.

**"Amenity Manager"** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

**"Annual User Fee"** – shall mean the base fee established by the District for any person that is not a Resident or Short-Term Renter and who wishes to become a Non-Resident User in order to be granted the non-exclusive right to use the Amenities. The amount of the Annual User Fee is calculated as set forth herein, and that amount is subject to change based on Board action.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Solterra Resort Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family” or “Household”** – means a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District staff’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Guest”** – shall mean any person or persons, other than a Patron, who is/are expressly authorized by the District to use the Amenities, and who are accompanied by a Patron to use the Amenities. Any person or persons, other than a Patron, who is/are not accompanied by a Patron are not permitted to utilize the Amenities.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Patrons, and Renters. Short-Term Renters shall be included in this definition only if: (i) they have paid the Resort Fee; and (ii) only during the term of their valid rental or lease agreement. Short-Term Renters who have not paid the Resort Fee are not considered Patrons under this policy and are expressly excluded from this definition.

**“Person”** – shall mean an individual or legal entity recognized under Florida law.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement with a rental or lease term of not less than one (1) year.

**“Resident”** – shall mean any person or persons owning property within the District.

**“Short-Term Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement with a rental or lease term of less than one (1) year.

#### **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

**Short-Term Renters.** A Short-Term Renter must pay the Resort Fee in order to have the right to use the Amenities during the term of their valid rental or lease agreement, which begins from the date of receipt of payment by the District. This fee must be paid in full before the Short-Term Renters may use the Amenities.

**Renter's Privileges.** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron may bring a maximum of ten (10) Guests to the Amenities at no additional cost and may bring a maximum of ten (10) additional Guests to the Amenities subject to payment of the Additional Guests Fee, which must be paid prior to Patron's additional Guests being admitted to the Amenities, provided however that all Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a ten (10) Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household at no additional cost and up to ten (10) additional Guest

limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household, subject to Patron's payment of the Additional Guests Fee – e.g., a Patron Household consisting of four people cannot bring up to ten Guests each for a total of forty Guests, but instead can only bring a total of ten Guests on behalf of the entire household at no cost and may bring a total of ten (10) additional Guests on behalf of the entire household, subject to Patron's payment of the Additional Guests Fee. The District may also, in its discretion, invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

#### **Use of Amenities Facilities at Your Own Risk**

***Registration / Disclaimer.*** In order to use the Amenities, each Patron, all members of a Patron's Household, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

### **ACCESS PASSES AND CODES**

**Use of Access Passes.** Patrons can use their Access Pass or keypad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will utilize their Access Pass at the main entrance doors in order to unlock the doors and/or gain access to the Amenities. Under no circumstance should a Patron provide an Access Pass to another person to allow him or her to use the Amenities.

**Issuance of Access Passes.** Each Patron will receive two (2) Access Pass upon registration with the District free of charge. For Families, each Patron may obtain additional Access Pass for any member of a Patron's Household who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of five (5) cards per Household, and subject to payment of any applicable fees.

**Non-Transferable.** Access Passes are the property of the District and are non-transferable except in accordance with the District's rules and policies.

**Lost or Stolen Passes.** All lost or stolen Access Passes need to be reported immediately to the District. Fees may apply to replace any lost or stolen Access Passes.

### **FACILITY RENTAL POLICIES**

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than four (4) months prior to the event; payment to be submitted no more than 90 days before the date of the event and no less than 2 weeks before the date of the event; however, the Amenity Manager may, in his or her sole discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in rental of the Amenities must contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities available for rental are responsible for ensuring that all Guests and attendees adhere to the District's policies.
2. **Amenities Available for Rental:** Only the following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.
3. **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Attachment C**, to the Amenity Manager no later than fourteen (14) days prior to the requested event indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and

whether alcohol and/or food will be served. The Amenity Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the Amenity Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Payment & Registration.** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental fee, both made out to "Solterra Resort Community Development District" must be delivered to the Amenity Manager, along with completed paperwork and insurances, if necessary.
5. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within ten (10) days after the event, the renter must:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all decorations or event displays; and
  - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours but no more than four (4) hours, and no after-hours events shall extend past midnight. If the event lasts longer than four (4) hours, the deposit is forfeited.
8. **Available Hours.** The Amenities available for rental may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after normal operating hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
9. **Capacity.** The clubhouse capacity limit (50 total persons, including employees) shall not be exceeded at any time for a party or event.

10. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
11. **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
12. **Cancellation.** If the individual renting one or more of the Amenities wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty (30) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event, 100% of the security deposit and 0% of the rental fee will be returned.

#### **COMMUNITY PROGRAMMING**

**Resources.** The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests, and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs and may add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Solterra Resort  
5200 Solterra Blvd, Davenport FL  
(863) 547-9839

**Patrons and Guests Only.** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

**Registration.** Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, interest parties must register by the posted deadline. Resident Patrons will be allocated fifty percent (50%) of the seats in a program. In the event the reserved seats are not claimed by Resident Patrons, the seats will be offered to all Patrons. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the

availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

**Cancellation by the District.** The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account in the amount of applicable fees paid to the District by the Patron for participation in such program prior to cancellation.

**Refunds.** Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

#### **GENERAL PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at (863) 547-9839, and to the office of the District Manager at (407) 472-2471.

**Hours of Operation.** All hours of operation of the Amenities will be established and published by the District. The clubhouse will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration and Access Passes.** Patrons and their Guests have the right to use the Amenities as set forth herein. In order to use the Amenities, each Patron, including all of Patron’s Household, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. Patrons are responsible for their

actions and those of their Guests. All Patrons must sign-in and have their assigned Access Pass or key pad code upon entering the clubhouse. Access Passes and codes are only to be used by the Patron to whom they are issued.

2. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
3. **Minors.** Patrons aged eighteen (18) years of age or older are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors, with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café in accordance with Rule 64E-9.004(4), FAC.
6. **Alcohol.** Alcoholic beverages shall be served from the Café ONLY, except at pre-approved special events. For pre-approved rentals and planned events, Patrons will be required to hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. The Amenity Manager shall have the discretion to determine if an individual is under the influence of drugs or alcohol. In general, conduct that is disorderly or disruptive to other Patrons or Guests may be used as grounds to determine if an individual is under the influence of drugs or alcohol.
7. **No Smoking.** Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage

privileges and illegal drug use may be punished to the maximum extent allowed by law.

8. **Pets.** Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within the Amenities, except for the multi-purposes field, event lawn, patio, picnic areas, and outdoor areas. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:
  - a. If the Service Animal is out of control and the handler does not take effective measures to control it;
  - b. If the Service Animal is not housebroken; or,
  - c. If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, electric bikes, electric scooters, skateboards, rollerblades and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.

16. **Equipment.** All equipment and supplies provided or rented for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Equipment Rentals.** Complimentary equipment for the tennis and pickleball courts and volleyball courts may be rented at the clubhouse with the paid resort fee. A valid ID is required for such rentals. Patrons are responsible for any damages to rental equipment beyond.
18. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
19. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenities property unless approved in writing by the District.
20. **~~Firearms~~Weapons.** Weapons are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no weapons may be carried to any meeting of the District's Board of Supervisors. ~~Firearms or any other weapons are not permitted in any of the Amenities.~~
21. **Trespassing/Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
22. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
24. **Grills.** Grills are not permitted on public areas, except if pre-approved for use during approved events.
25. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.

26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
28. **Drones.** The usage of drones is not permitted on or over any District property without prior consent from the Amenity Manager. The Amenity Manager, in his or her sole discretion, shall determine if the requested drone usage is permissible.
29. **Luggage.** Patrons and Guests are not permitted to bring and/or store luggage at the Amenities. The District is not responsible for any items left unattended.

#### **FITNESS CENTER**

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests aged twelve (12) years of age and older may use the fitness center. Patrons and Guests between the ages of eight (8) to twelve (12) must be accompanied by a guardian at all times to use the fitness room. Patrons aged eight (8) years and under may not use the fitness room.
3. **Attire.** Appropriate attire, including shorts, shirts, and closed-toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).

6. **Noise.** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

#### **POOL, POOL SLIDE & SPA AREA**

The following policies apply to the District's pool, pool slide, and spa areas:

1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours. There is no lifeguard on duty.
2. **Operating Hours.** Swimming is permitted only during posted swimming hours. The operating hours for the swimming pool are posted and may vary depending on season, weather conditions, etc. The operating hours for the pool slide areas are posted and may vary depending on season, weather conditions, etc. No one is permitted in the pool or pool slide areas at any other time.
3. **Supervision of Minors.** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone. All persons entering the Amenities do so at their own risk, regardless of age or ability.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café. Outside alcoholic beverages and food are not permitted,

except for pre-approved special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms at any time.

6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool.
8. **Noise.** Except at pre-approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, pool noodles that are being utilized for flotation assistance only, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area and must be returned after use.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
14. **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No

person with or suspected of having a communicable disease which could be transmitted through the use of the pool should use the pool.

17. **Swim Diapers.** Anyone who is not reliably toilet trained, including but not limited to young children, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
21. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
22. **Pool/Water Slide.** Be advised that the water slide is an adventure activity and may expose the rider to possible physical injury. In deciding to participate the rider assumes full responsibility of any injury sustained. Riders must be at least 48 inches tall and be able to swim the width of the pool in order to exit the catch pool area to use the slide. Riders are not allowed to wear flotation devices to ride the slide; they must be able to exit the slide flume and swim to the exit by themselves. No metal objects, locker keys, jewelry, metal straps, watches, goggles, sunglasses, or eyeglasses permitted on the slide as they may cause injury. Cutting ahead of others in line and rowdy play are prohibited and may result in dismissal from the pool area. No chain riding permitted; only one rider at a time. Enter and exit the flume feet first; standing, stopping, or sliding down head first is prohibited. Hands must be kept inside the flume at all times. No diving from the end of the flume. All riders must cross feet and arms when riding down the slide and enter the catch pool area feet first. Exit the catch pool immediately; individuals must exit the catch pool area before the next rider can be sent. Elderly persons and persons with medical conditions should consult their physician before using the water slide. Pregnant women will not be permitted on the water slide. Parents and/or

guardians of children under the age of eighteen (18) are strongly encouraged to observe the activity prior to deciding whether to allow their child to participate. Parents and guardians must abide by all children's policies.

23. **Spa Area.** Children under the age of twelve (12) are not permitted in the spa area without supervision by an adult over the age of eighteen (18).
24. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. **Capacity.** The maximum bathing load for the pool is enforced pursuant to the Florida Department of Health's operating permit for the District's swimming pool ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the pool area until the Capacity Limits are met.

#### **LAZY RIVER**

All pool rules identified above are applicable to the Lazy River. Additionally, the following policies apply to the Lazy River:

1. **Swim at Your Own Risk.** The lazy river areas are not supervised during operating hours. All persons using the lazy river do so at their own risk and must abide by all swimming pool and lazy river rules and policies.
2. **Operating Hours.** The operating hours for the lazy river areas are posted and may vary depending on season, weather conditions, etc. No one is permitted in the lazy river at any other time unless a specific event is pre-approved.
3. **Supervision of Minors.** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the lazy river. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child.
4. **Approved Tubes.** No outside flotation devices are permitted. Flotation devices, such as tubes, may not be stacked while in the water and must be neatly returned to the proper storage area after use.

5. **Flow.** Riders must follow the flow of the current. No jumping, pushing, running or other horseplay is allowed in the lazy river. Riders are not permitted to climb on any areas abutting the lazy river, including but not limited to, any center islands.
6. **Capacity.** The maximum bathing load for the lazy river is enforced pursuant to the Florida Department of Health's operating permit for the District's lazy river ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the lazy river and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the lazy river area until the Capacity Limits are met.

#### **TENNIS AND PICKLEBALL COURTS**

The following policies apply to the tennis courts:

1. **Play at your Own Risk.** Play at Your Own Risk. The tennis and pickleball courts are not supervised during operating hours.
2. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis and pickleball court use should be limited to 1 hour.
3. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
4. **Use.** Tennis and pickleball courts are for tennis or pickleball only.
5. **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the tennis or pickleball courts at any time.
6. **Food and Drinks.** Food and gum are not permitted on the tennis or pickleball courts. Drinks must be in a non-breakable spill-proof container.
7. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis or pickleball courts.
8. **Operating Hours.** The tennis and pickleball courts are open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the tennis or pickleball courts at any other time unless a specific event is pre-approved and scheduled.

9. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the tennis or pickleball courts.
10. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
11. **Equipment.** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions.
12. **Tennis and Pickleball Instruction.** Except as expressly authorized by the District, tennis and/or pickleball instruction for fees, or solicitation of tennis and/or pickleball instruction for fees, is prohibited.
13. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

#### **SAND VOLLEYBALL COURT**

The following policies apply to the sand volleyball court:

1. **Play at your Own Risk.** Play at Your Own Risk. The sand volleyball courts are not supervised during operating hours.
2. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, sand volleyball court use should be limited to 1 hour.
3. **Attire.** All players shall be dressed in appropriate attire.
4. **Use.** The sand volleyball courts are for volleyball only. The sand area is not for other play, use, or purpose.
5. **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the sand volleyball courts at any time.
6. **Food and Drinks.** Food and gum are not permitted on the sand volleyball courts. Drinks must be in a non-breakable spill-proof container.
7. **Operating Hours.** The sand volleyball courts are open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the

volleyball courts at any other time unless a specific event is pre-approved and scheduled.

8. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
9. **Equipment.** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions. No tools, recreational equipment, sand toys or sporting equipment beyond that used to play volleyball are permitted on the playing surfaces.
10. **Volleyball Instruction.** Except as expressly authorized by the District, volleyball instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
11. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

#### TURF AREA AND YARD GAMES

The following policies apply to the turf area and yard games:

1. **Play at your Own Risk.** Play at Your Own Risk. The turf area and yard games are not supervised during operating hours.
2. **First Come Basis.** Yard games are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting for a specific yard game, that yard game use should be limited to 1 hour.
3. **Attire.** All players shall be dressed in appropriate attire, including shoes, at all times.
4. **Use.** The turf area is for playing and observing the yard games only. The turf area is not for other play, use, or purpose. The yard games include, but are not limited to, bocce ball, shuffleboard, yard chess, and horseshoes.
5. **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the turf area at any time.
6. **Food and Drinks.** Food and gum are not permitted on the turf area. Drinks must be in a non-breakable spill-proof container.
7. **Operating Hours.** The turf area is open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the turf area at any other time unless a specific event is pre-approved and scheduled.

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8. **Furniture.** No furniture, other than benches already provided, will be allowed on the turf area.

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9. **Equipment.** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions. No tools, recreational equipment, or sporting equipment beyond that used to play the yard games are permitted on the turf area. No equipment associated with the yard games, including bocce balls, shuffleboard cues or disks, chess pieces, and horseshoes, shall be taken out of the turf area except to rent and return the equipment to the clubhouse. Equipment rented from the clubhouse shall be returned to the clubhouse after use prior to the closure of the clubhouse on the day of the rental and returned in the same condition it was received in. Equipment shall be used only for its intended purpose.

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10. **Yard Game Instruction.** Except as expressly authorized by the District, any yard game instruction for fees, or solicitation of any yard game instruction for fees, is prohibited.

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11. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

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12. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the turf area.

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13. **Chalking.** Chalking or marking the turf area is not permitted.

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### **MULTI-PURPOSE FIELD**

Our community offers a multi-purpose field. The following policies apply:

1. **Play at your Own Risk.** Play at Your Own Risk. The multi-purpose field is not supervised during operating hours.
2. **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
3. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted on the multi-purpose field.
4. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.

5. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
6. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
7. **Equipment.** Patrons are responsible for bringing their own equipment.
8. **Golfing.** Golfing is not permitted on the field.
9. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
10. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

#### **EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS**

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests by reservation only. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.
3. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
4. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
5. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The Amenities staff may have some equipment available for sign out on a first come first serve basis.
7. **Noise.** Amplified sound systems and DJs are prohibited unless it is pre-approved by the District for an approved program, event or rental. The volume of live or

recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

8. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

#### **LAKE OR POND AREAS**

The lakes and ponds throughout the community are not designed for swimming, fishing, or boating. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a no fishing policy in all of the ponds. The ponds are not intended for recreational activities, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Parking along the county right of way or on any grassed area near the ponds is prohibited.
3. Do not leave personal property unattended.
4. Do not leave any litter.
5. Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the ponds; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
6. Fishing is prohibited in all ponds on District property.
7. Swimming is prohibited in all ponds on District property.
8. No watercrafts of any kind are allowed in any of the ponds on District property.
9. No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the ponds, except by the District.
10. No foreign materials may be disposed of in the ponds, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the pond environment.
11. Any hazardous conditions concerning the ponds must immediately be reported to the District Manager and the proper authorities.

### **PLAYGROUND AND TOT LOTS**

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Play at your Own Risk. The playground is not supervised during operating hours.
2. Patrons and Guests may use the playgrounds and tot lots at their own risk.
3. The playground areas are intended for children between five (5) and twelve (12) years old.
4. Adult (meaning an individual aged eighteen (18) years or older) supervision is required for children under the age of twelve (12) years old. Children must remain in the sight of parents and/or guardians. All children are expected to play cooperatively with other children.
5. Proper footwear is required and no loose clothing, especially with strings, should be worn.
6. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
7. No food, drinks, or gum are permitted at the playground.
8. No animals, besides service animals as defined in the General Provisions, are permitted at the playground.
9. No glass containers are permitted at the playground.
10. No jumping off from any climbing bar or platform.
11. Profanity, rough-housing, and disruptive behavior are prohibited.
12. If anything is wrong with the equipment or someone gets hurt, notify the Amenity Manager and District immediately.

### **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Household. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

### **USE AT OWN RISK; INDEMNIFICATION**

**Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall**

indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

#### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

#### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

#### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

Solterra Resort CDD  
Amenity Rules and Policies (eff. ~~July 11, 2025~~ \_\_\_\_\_ )

- ATTACHMENT A:**            **Registration Form**
- ATTACHMENT B:**        **Consent and Waiver Agreement**
- ATTACHMENT C:**        **Rental Application**

**ATTACHMENT A  
Registration Form**

**A specific registration form will be provided for each event.**

**ATTACHMENT B  
Consent and Waiver Agreement**

**Solterra Resort Community Development District  
Consent and Waiver Agreement**

Thank you for using the Solterra Resort Community Development District’s (“District”) Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement (“Agreement”). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District’s Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District’s many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District’s amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below (“Participant”), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant (“Participant’s Guardian”), agree as follows.

**Acknowledgement of Participation**

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant’s Guardian authorizes the Participant to voluntarily participate in one or more Activities.

**Acknowledgement of Health**

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant’s sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either

had a physical examination and been given a physician’s approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

#### **Role of the District**

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

#### **Assumption of Risk**

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant’s physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant’s safety and for any and all harm that may occur.

#### **Waiver and Indemnification**

**As stated in the District’s policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Household.**

**Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or**

**other person, including Participant, shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.**

**The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**

#### **Sovereign Immunity**

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

#### **Emergency Transportation and Care**

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the “Waiver and Release of Liability” provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

#### **Rules and Policies**

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

#### **Insurance Coverage**

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

**Binding Effect**

This Agreement is binding on the Participant, and the Participant’s spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant’s parents and/or legal guardians, including Participant’s Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant’s Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

**Miscellaneous Provisions**

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. 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. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

**[CONTINUED ON FOLLOWING PAGE]**

**I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.**

Participant Name: \_\_\_\_\_

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

(if Participant is 18 years of age or older)

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

Parent/Guardian Name: \_\_\_\_\_

(if Participant is a minor child)

Parent/Guardian Signature: \_\_\_\_\_

(if Participant is a minor child)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number (home/cell): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact (Print Name): \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

**PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.**

**ATTACHMENT C  
Rental Application**

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT  
PATRON – AMENITIES RENTAL APPLICATION**

Today's Date: \_\_\_/\_\_\_/\_\_\_

Event Date: \_\_\_/\_\_\_/\_\_\_

Amenity Requested for Rental (check box):

- Clubhouse
- Outdoor covered patio area
- Multi-purpose field

Type of Event: \_\_\_\_\_

Maximum Number of People Attending: \_\_\_\_\_

Patron Name: \_\_\_\_\_

Patron Address: \_\_\_\_\_

Patron Phone Number: \_\_\_\_\_

Patron Email Address: \_\_\_\_\_

**\*\*RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE PATRON\*\***

**CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SOLTERRA RESORT CDD**

**\*\*ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEES PER RETURNED CHECK\*\***

**FOR OFFICE USE ONLY:**

Deposit:      Check # \_\_\_\_\_      Amount: \_\_\_\_\_  
Employee: \_\_\_\_\_

Rental:      Check # \_\_\_\_\_      Amount: \_\_\_\_\_  
Employee: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_      STATE: \_\_\_\_\_

Were there damages / rental issues?      YES: \_\_\_\_      NO: \_\_\_\_  
If yes, describe issues: \_\_\_\_\_  
\_\_\_\_\_

If no, date deposit check refund requested: \_\_\_/\_\_\_/\_\_\_  
Request by: \_\_\_\_\_

### PART 3: Amenities Disciplinary Rule

Law Implemented: ss. 190.011, Fla. Stat.  
Effective Date: July 11, 2025

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.**

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1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Solterra Resort Community Development District.

2. **General Rule.** All persons using the District's Amenities and entering District properties are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board of Supervisors ("Board"), District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenities access of any person, including but not limited to Patrons and members of their household and their Guests, to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):

- a. Submits false information on any application for use of the Amenities, including but not limited to facility rental applications; or
- b. Fails to abide by the terms of rental applications; or
- c. Permits the unauthorized use of an Amenity Pass or otherwise facilitating or allowing unauthorized access to or use of the Amenities; or
- d. Exhibits inappropriate behavior, deportment or appearance; or
- e. Fails to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments); or
- f. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool; or
- g. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner; or
- h. Damages, destroys, or renders inoperable or interferes with the operation of District property, Amenities, or other tangible property located on District property; or

- i. Fails to reimburse the District for damaged to Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest; or
- j. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests; or
- k. Commits or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District staff, contractors, representatives, landowners, Patrons or Guests is likely endangered; or
- l. Engaging in another Violation after a verbal warning has been given by staff; or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on District property, or violates the District's rules and policies in a manner that, in the discretion of the Amenity Manager, District Manager, and/or District staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth herein, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. In particular situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenities privileges may be warranted and considered.

#### 4. **Procedures for Termination or Suspension of Amenity Privileges.**

##### a. **Suspension and/or Termination Procedures**

- i. **First Violation:** Verbal warning by Amenities staff and suspension from the Amenities for up to seven (7) days from the commencement of the suspension. Violations that result in any suspension period shall be recorded by Amenities staff, signed by the individual offender(s), and held on file at the District's clubhouse.
- ii. **Second Violation:** Automatic suspension of all Amenities privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by Amenities staff of a written report to be signed by the individual offender(s), filed at the District's clubhouse, and with notification to the Board.
- iii. **Third Violation:** Suspension of all Amenities privileges for up to one (1) calendar year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous Violations will be presented to the Board for recommendation of termination of the offender(s) privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board and may be

for more or less than one (1) year, depending on the nature of the Violation(s).

- b. Each Violation shall expire one (1) calendar year after such Violation was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one (1) year, or longer as provided for herein, the number of Violations on record for such offender(s) shall be reduced by one (1) Violation. For example, if a First Violation is committed on February 1 and a Second Violation is committed on August 1, there will be two Violations on record until February 1 of the following year, at which time the First Violation will expire, and the Second Violation will thereafter be considered a First Violation until it expires on the following August 1. The provisions of this paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any Violations.
- c. Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on the premises of the Amenities, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity Manager upon consultation with either the Chairperson or Vice Chairperson of the District's Board of Supervisors, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all Amenities privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or Violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the First Offense, equal to or exceed one (1) year. In situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and Patrons, Guests, and users, permanent termination of Amenities privileges may be considered and warranted.
- d. **Initial Hearing Procedures**
  - i. If a person's Amenities privileges are suspended, as referenced in this Section 4, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also

ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- ii. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- iii. After the presentations by District staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- iv. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- v. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- vi. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- vii. Any suspension or termination of Amenities privileges may be appealed to the Board of Supervisors for reversal or reduction in accordance with the provisions of Section 6 of this Amenities Disciplinary Rule ("Rule").

**5. Administrative Reimbursement; Property Damage Reimbursement; Automatic Extension of Suspension for Non-Payment.**

- a. **Administrative Reimbursement.** The Board may, in its discretion, require payment of an administrative reimbursement of up to One Thousand Dollars (\$1,000) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal

action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

- b. **Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
- c. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or shall expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or to deactivate, all Access Passes associated with the associated address within the District until such time as the outstanding amounts are paid.

6. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 4 of this Rule, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 4(d), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

7. **Authority of Amenity Manager.** The Amenity Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-

referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. The Amenity Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her Household's) privileges to use any or all of the Amenities for a period not to exceed seven (7) days.

8. **Authority of District Manager.** The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her Household's) privileges to use any or all of the District Amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors as outlined in Section 6 of this Rule.

9. **Enforcement of Penalties/Fines.** For any of the reasons set forth above, the District shall additionally have the right to impose a fine up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages, and attorneys' fees as a contractual lien or as otherwise provided pursuant to Florida law.

10. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted above, such person may additionally be subject to legal enforcement or other legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

11. **Severability.** If any section, paragraph, clause, or provision of this Rule shall be held to be invalid or ineffective for any reasons, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

## Part 4: Operation Plan

**Hours of Operations:** Hours to be set and mutually agreed upon by Amenity Manager and the District Board of Supervisors. Hours will be published.