

*Saddle Creek Preserve of Polk County
Community Development District*

Meeting Agenda

February 2, 2022

AGENDA

Saddle Creek Preserve of Polk County

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 26, 2022

**Board of Supervisors
Saddle Creek Preserve of Polk County
Community Development District**

Dear Board Members:

The next meeting of the Board of Supervisors of **Saddle Creek Preserve of Polk County Community Development District** will be held **Wednesday, February 2, 2022 at 10:00 AM** at **The Hampton Inn--Lakeland, 4420 North Socrum Loop Road, Lakeland, FL 33809.**

Zoom Video Join Link: <https://us06web.zoom.us/j/84578535942>

Call-In Information: 1-646-876-9923

Meeting ID: 845 7853 5942

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers may submit questions and comments to the District Manager prior to the beginning of the meeting via email at jburns@gmscfl.com)
3. Approval of Minutes of the December 15, 2021 Board of Supervisors Meeting
4. Consideration of Fiscal Year 2021/2022 Budget Deficit Funding Agreement
5. Consideration of Resolution 2022-04 Supplemental Assessment Resolution for AA2 Bonds
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals for Pond Maintenance Services
 - D. District Manager's Report

¹ Comments will be limited to three (3) minutes

- i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

MINUTES

**MINUTES OF MEETING
SADDLE CREEK PRESERVE OF POLK COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District was held Wednesday, **December 15, 2021** at 10:07 a.m. at The Hampton Inn – Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum:

Scott Shapiro
Mike Seney
Kelly Evans

Chairman
Vice Chairman
Assistant Secretary

Also present were:

Jill Burns
Sarah Warren
Bob Gang
Ashton Bligh
Lori Campagna

District Manager, GMS
Hopping Green & Sams
Greenberg Traurig
Greenberg Traurig
Elected to the Board of Supervisors

The following is a summary of the discussions and actions taken at the December 15, 2021 Saddle Creek Preserve of Polk County Community Development District's Board of Supervisors Meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were three members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present or on the Zoom call.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation from Shane Gorry

Ms. Burns asked for a motion to accept Mr. Gorry's resignation letter.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, Accepting the Resignation Letter from Mr. Gorry, was approved.

B. Appointment to Fill the Vacant Board Seat

Ms. Burns asked for nominations to fill the vacancy. Ms. Evans asked to appoint Lori Campagna.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Nomination of Lori Campagna to Fill the Vacant Board Seat, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns stated that Mike Seney had to leave the meeting. She then performed the oath of office to Ms. Campagna. Ms. Campagna joined the Board and made a quorum for the meeting.

D. Consideration of Resolution 2022-02 Appointing Assistant Secretary

Ms. Burns stated that Ms. Campagna was appointed Assistant Secretary on the Board.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Appointment of Ms. Campagna as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

**Approval of the Minutes of the July 27,
2021 Board of Supervisor's Meeting**

Ms. Burns asked for any questions, comments, or corrections to the July 27, 2021 Board of Supervisors meeting. The Board had no changes to the meeting minutes.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Minutes of the July 27, 2021 Board of Supervisor's Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2021/2022
Budget Deficit Funding Agreement *(to be
provided under separate cover)***

Ms. Burns stated this would be tabled until the next meeting in January.

SIXTH ORDER OF BUSINESS**Approval of Supplemental Assessment Methodology for AA2**

Ms. Burns presented the Supplemental Assessment Methodology and noted there were two product types including 55 single family 40' lots and 140 single family 50' lots in the assessment area. The capital improvement cost estimates total is \$5,950,000. The bond sizing will be issued at \$4,975,000. The par debt for 40' is \$21,612 per unit and the 50' lot is \$25,934 per unit. The net annual assessment for 40' lots is \$1,250, and 50' lot are \$1,500. The preliminary assessment roll has two land landowners currently.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Supplemental Assessment Methodology for AA2, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Series 2022 Developer Agreements for AA2** *(all to be provided under separate cover)*

- A. True Up Agreement**
- B. Collateral Assignment Agreement**
- C. Completion Agreement**
- D. Acquisition Agreement**
- E. Declaration of Consent**

Ms. Warren asked the Board to approve use of the same forms of agreement that were used the Series 2021 bond issuance and to approve in substantial form subject to Developer Counsel review.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Series 2022 Developer Agreements for AA2, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2022-01 Delegation Resolution for Series 2022 AA2 Bonds**

Ms. Bligh noted this Supplemental Resolution was contemplated when the Board adopted the authorizing resolution in December 2019. The provides for the District to issue up to

\$17,000,000 in bonds. This resolution contains documents as exhibits to sell the second series of bonds which is called the Series 2022 bonds. These include a second Supplemental Trust Indenture, a Bond Purchase Contract, a Preliminary Limited Offering Memorandum, a Rule 15C 212 Certificate and a Continuing Disclosure Agreement. The interest rate shall not exceed a certain interest rate as described in Florida statutes. The aggregate principal amount of the Series 2022 bonds shall not exceed \$6,000,000. The Series 2022 bonds have a final maturity not later than the maximum term allowed by Florida law which is currently 30 years of principal amortization. The price at which the Series 2022 bonds shall be sold to the underwriter shall not be left at 98% of the aggregate face amount of the bonds. She noted there are a couple of blanks that will be provided to the District at a future date that refer to some assessment resolutions as well as the supplemental assessment methodology.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Resolution 2022-01 Delegation Resolution for Series 2022 AA2 Bonds, was approved.

NINTH ORDER OF BUSINESS

Consideration of Agreement for Underwriter Services for Series 2022 AA2 Bonds with FMS bonds

Ms. Burns stated this is a standard agreement for this Series 2022 AA2 bonds with FMS.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Agreement for Underwriter Services for Series 2022 AA2 Bonds with FMS, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-03 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings

Ms. Burns stated that counsel had looked at the statute and is comfortable with instead of monthly notices in the paper, posting an annual meeting notice with meeting dates on the website.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, Resolution 2022-03 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

ELEVENTH ORDER OF BUSINESS

**Consideration of Engagement Letter for
Fiscal Year 2021 Audit Services**

Ms. Burns stated this is a renewal based on the contract the Audit Committee awarded and the fee is \$4,900.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Engagement Letter for Fiscal Year 2021 Audit Services for \$4,900, was approved.
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TWELTH ORDER OF BUSINESS

**Consideration of 2022 Data Sharing and
Usage Agreement with Polk County
Property Appraiser**

Ms. Burns stated that this is an administrative listing for Ms. Burns office and that certain professional positions such as police officers or judges are exempt from providing addresses and contact information for public record. The county provides these addresses to GMS for information, and they will not publish them.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.
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THIRTEENTH ORDER OF BUSINESS

**Consideration of Contract Agreement
with Polk County Property Appraiser**

Ms. Burns stated that Polk County provides an annual contract to be able to place the assessments on roll.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Contract Agreement with Polk County Property Appraiser, was approved.

FOURTEENTH ORDER OF BUSINESS

**Ratification of Landscape Maintenance
Agreement with Polk County**

Ms. Burns stated under this agreement the District will agree to install and maintain landscaping improvements within the right-of-way of Saddle Creek.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Landscape Maintenance Agreement with Polk County, was ratified.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Supervisor
Compensation for Meetings**

Ms. Burns noted that Ms. Campagna and Ms. Evans requested acceptance of the compensation.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

**i. Memorandum Regarding Wastewater Services and Stormwater
Management Needs Analysis**

Ms. Warren stated the new bill passed in legislation for an analysis and report on the stormwater systems. She noted they would coordinate with the District Engineer to have the report completed in accordance with the new requirements. The first report is due in the summer. Ms. Burns added they would be asking the Board for a work authorization amount to complete this in January or February.

B. Engineer

There being none, the next item following.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns stated that check register was from July 1st through December 30th, and the total was \$979,374.63.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Check Register totaling \$979,374.63 , was approved.

**ii. Balance Sheet and Income Statement (September 2021 and October
2021)**

Ms. Burns stated the financials were in the package for review and questions. There was no action needed. Ms. Burns stated that two sets were included in the financials through year end.

- iii. **Ratification of Tucker Paving Change Order #11**
- iv. **Ratification of Change Order for Saddle Creek Master Lift Station from Ammons Underground, Inc.**

Ms. Burns stated these had been executed and needed ratification.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Tucker Paving Change Order #11, and the Change Order for Saddle Creek Master Lift Station from Ammons Underground, Inc., were ratified.

SEVENTEENTH ORDER OF BUSINESS Other Business

There being none, the next item following.

EIGHTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

James Driscoll from HOA from adjacent community noted an old fence issue and wanted to request a black chain fence to replace it. Board discussion included outlining the specifics of the area and the problems posed by the fence issues. Ms. Burns noted they would look into quotes from various companies.

NINETEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Evans, seconded by Ms. Campagna, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**FISCAL YEAR 2021/2022 BUDGET DEFICIT FUNDING AGREEMENT BETWEEN
SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT
AND LENNAR HOMES, LLC**

THIS AGREEMENT (the “**Agreement**”), effective the ____ day of February, 2022, by and between:

SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter “**District**”), and

LENNAR HOMES, LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, with a principal address of 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172, and its successors and assigns (hereinafter “**Landowner**”); and

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District has adopted its operating budget for the Fiscal Year 2021/2022 (the “**2022 O&M Budget**”), which budget commenced on October 1, 2021, and concludes on September 30, 2022, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is developing certain real property within the District and presently owns the majority of such real property identified in the District’s Fiscal Year 2021/2022 Assessment Roll (the “**Assessment Roll**”), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District (the “**Property**”); and

WHEREAS, following the adoption of the 2022 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget (hereinafter referred to as the “**O&M Assessment(s)**”), or utilizing such other revenue sources as may be available to it; and

WHEREAS, due to the nature of the ownership of the Property, the District is not able to predict with absolute certainty the amount of monies necessary to fund the District's activities, operations and services set forth in the 2022 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the 2022 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2021/2022 (hereinafter referred to as the "**O&M Budget Payment**"), not otherwise funded by O&M Assessments levied upon other benefited lands located within the District; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit B**, and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PAYMENT OF DISTRICT'S O&M BUDGET.

i. ***Payment of O&M Budget Expenses.*** Upon the District Manager's written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the 2020/2022 O&M Budget not otherwise funded through O&M Assessments levied upon other benefited lands located within the District, on a continuing basis, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's 2022 O&M Budget or otherwise.

ii. ***Consent to Funding of 2022 O&M Budget.*** The Landowner acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District's assessment methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property described in **Exhibit B** for all payments due and owing under the terms of

this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2020/2022 O&M Budget" in the public records of Polk County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for 2022 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) by action against the Landowner in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Polk County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Saddle Creek Preserve of Polk County
Community Development District
219 E. Livingston St.
Orlando, Florida 32801
Attn: Jill Burns, District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk, Esq., District Counsel

B. If to Landowner: Lennar Homes, LLC
4600 West Cypress Street, Suite 300
Tampa, Florida 33607
Attn: Laura Coffey

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the other 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or

substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Polk County, Florida.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. EFFECTIVE DATE. The Agreement shall take effect as of October 1, 2021. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

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

**SADDLE CREEK PRESERVE OF POLK
COUNTY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

LENNAR HOMES, LLC,
a Florida limited liability company

[Print Name]

Marvin L. Metheny, Jr., Vice President

EXHIBIT A: Fiscal Year 2021/2022 O&M Budget & Assessment Roll

EXHIBIT A
FISCAL YEAR 2021/2022 O&M BUDGET & ASSESSMENT ROLL

Saddle Creek Preserve of Polk County
Community Development District

Adopted Budget
FY 2022



Table of Contents

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Saddle Creek Preserve of Polk County

Community Development District

Adopted Budget

General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Adopted Budget FY2022
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Revenues

Assessments - On Roll	\$0	\$0	\$0	\$0	\$ 173,600
Developer Contributions	\$197,506	\$138,218	\$0	\$138,218	\$ 175,745
Miscellaneous Income	\$0	\$1,945	\$0	\$1,945	\$ -

Total Revenues	\$ 197,506	\$ 140,163	\$ -	\$ 140,163	\$ 349,345
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Expenditures

Administrative

Supervisor Fees	\$7,200	\$600	\$2,000	\$2,600	\$7,200
Engineer Fees	\$15,000	\$0	\$3,750	\$3,750	\$15,000
Attorney Fees	\$25,000	\$5,128	\$6,250	\$11,378	\$25,000
Annual Audit	\$0	\$2,000	\$0	\$2,000	\$2,900
Assessment Administration	\$0	\$0	\$5,000	\$5,000	\$5,000
Dissemination	\$0	\$3,333	\$1,250	\$4,583	\$5,000
Arbitrage	\$0	\$0	\$1,000	\$1,000	\$1,000
Management Fees	\$35,000	\$26,250	\$8,750	\$35,000	\$36,050
Trustee Fees	\$0	\$0	\$5,000	\$5,000	\$5,000
Information Technology	\$2,650	\$1,087	\$1,563	\$2,650	\$1,800
Website Maintenance	\$0	\$0	\$0	\$0	\$1,200
Telephone	\$250	\$0	\$63	\$63	\$250
Postage & Delivery	\$500	\$29	\$125	\$154	\$500
Insurance	\$5,000	\$5,000	\$0	\$5,000	\$5,500
Printing & Binding	\$500	\$10	\$125	\$135	\$500
Legal Advertising	\$10,000	\$968	\$2,813	\$3,781	\$10,000
Other Current Charges	\$1,500	\$935	\$450	\$1,385	\$2,000
Office Supplies	\$521	\$11	\$130	\$141	\$400
Travel Per Diem	\$550	\$0	\$138	\$138	\$550
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

Total Administrative	\$ 103,846	\$ 45,527	\$ 38,406	\$ 83,932	\$ 125,025
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Operations & Maintenance

Field Services

Property Insurance	\$5,000	\$4,443	\$0	\$4,443	\$5,000
Field Management	\$15,000	\$0	\$0	\$0	\$15,000
Landscape Maintenance	\$10,000	\$0	\$0	\$0	\$40,000
Landscape Replacement	\$2,500	\$0	\$0	\$0	\$5,000
Mitigation Monitoring	\$25,000	\$0	\$0	\$0	\$25,000
Lake Maintenance	\$10,000	\$0	\$0	\$0	\$10,000
Streetlights	\$12,600	\$0	\$0	\$0	\$12,600
Electric	\$2,000	\$0	\$0	\$0	\$5,000
Water & Sewer	\$1,000	\$0	\$0	\$0	\$5,000
Sidewalk & Asphalt Maintenance	\$500	\$0	\$0	\$0	\$500
Irrigation Repairs	\$2,500	\$0	\$0	\$0	\$2,500
General Repairs & Maintenance	\$5,000	\$0	\$0	\$0	\$5,000
Contingency	\$1,000	\$0	\$0	\$0	\$5,000

Subtotal Field Expenses	\$ 92,100	\$ 4,443	\$ -	\$ 4,443	\$ 135,600
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Saddle Creek Preserve of Polk County

Community Development District

Adopted Budget

General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Adopted Budget FY2022
Amenity Expenses					
Amenity - Electric	\$0	\$0	\$0	\$0	\$14,400
Amenity - Water	\$0	\$0	\$0	\$0	\$5,000
Playground Lease	\$0	\$0	\$0	\$0	\$14,000
Internet	\$0	\$0	\$0	\$0	\$3,000
Pest Control	\$0	\$0	\$0	\$0	\$720
Janitorial Service	\$0	\$0	\$0	\$0	\$5,400
Security Services	\$0	\$0	\$0	\$0	\$15,000
Pool Maintenance	\$0	\$0	\$0	\$0	\$16,200
Amenity Repairs & Maintenance	\$0	\$0	\$0	\$0	\$5,000
Contingency	\$0	\$0	\$0	\$0	\$5,000
Subtotal Amenity Expenses	\$ -	\$ -	\$ -	\$ -	\$ 83,720
Total Operations & Maintenance	\$ 92,100	\$ 4,443	\$ -	\$ 4,443	\$ 219,320
<i>Other Expenses</i>					
Capital Reserves	\$0	\$0	\$0	\$0	\$5,000
Total Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Total Expenditures	\$ 195,946	\$ 49,970	\$ 38,406	\$ 88,375	\$ 349,345
Excess Revenues/(Expenditures)	\$ 1,560	\$ 90,193	\$ (38,406)	\$ 51,787	\$ -

Net Assessments \$ 173,600

Add: Discounts & Collections 7% \$13,067

Gross Assessments \$186,667

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	224.00	224.00	1.00	\$173,600.00	\$775.00	\$833.33

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2020 bonds as well as one other anticipated bond issuance.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds as well as one other anticipated bond issuance.

Management Fees

The District will incur costs for Management, Accounting and Administrative services during the Fiscal Year.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

Insurance

The District's general liability, public official's liability insurance and property insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Mitigation Monitoring

To provide scheduled monitoring of mitigation areas located throughout the District

Lake Maintenance

Represents the lake maintenance that will be maintained throughout the District

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District has entered into a leasing agreement for playgrounds and pool furniture installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

Saddle Creek Preserve at Polk County
Community Development District
GENERAL FUND BUDGET

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Saddle Creek Preserve of Polk County

Community Development District

Adopted Budget Debt Service Fund Series 2020

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Adopted Budget FY2022
Revenues					
Special Assessments	\$ 352,796	\$ 352,796	\$ -	\$ 352,796	\$ 313,500
Interest Income	\$ 22	\$ 13	\$ 4	\$ 18	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 106,148
Total Revenues	\$ 352,818	\$ 352,810	\$ 4	\$ 352,814	\$ 419,648
Expenses					
Interest- 12/15	\$ 39,296	\$ 39,296	\$ -	\$ 39,296	\$ 101,200
Principal - 6/15	\$ -	\$ 105,000	\$ -	\$ 105,000	\$ 110,000
Interest - 6/15	\$ -	\$ 102,513	\$ -	\$ 102,513	\$ 101,200
Total Expenditures	\$ 39,296	\$ 246,809	\$ -	\$ 246,809	\$ 312,400
Other Financing Sources/(Uses)					
Bond Proceeds	\$ 156,750	\$ 156,750	\$ -	\$ 156,750	\$ -
Transfer In (Out)	\$ -	\$ 143	\$ -	\$ 143	\$ -
Total Other Financing Sources/(Uses)	\$ 156,750	\$ 156,893	\$ -	\$ 156,893	\$ -
Excess Revenues/(Expenditures)	\$ 470,272	\$ 262,893	\$ 4	\$ 262,898	\$ 107,248

*Carry forward less amount in Reserve funds.

Series 2020	
Interest - 12/15/22	\$99,825
Total	\$99,825

Saddle Creek
Community Development District
Series 2020 Special Assessment Bonds

AMORTIZATION SCHEDULE

DATE		BALANCE	PRINCIPAL	INTEREST	TOTAL
12/15/20	\$	5,500,000.00	\$ -	\$ 39,296.46	\$ 39,296.46
06/15/21	\$	5,500,000.00	\$ 105,000.00	\$ 102,512.50	\$ -
12/15/21	\$	5,395,000.00	\$ -	\$ 101,200.00	\$ 308,712.50
06/15/22	\$	5,395,000.00	\$ 110,000.00	\$ 101,200.00	\$ -
12/15/22	\$	5,285,000.00	\$ -	\$ 99,825.00	\$ 311,025.00
06/15/23	\$	5,285,000.00	\$ 115,000.00	\$ 99,825.00	\$ -
12/15/23	\$	5,170,000.00	\$ -	\$ 98,387.50	\$ 313,212.50
06/15/24	\$	5,170,000.00	\$ 115,000.00	\$ 98,387.50	\$ -
12/15/24	\$	5,055,000.00	\$ -	\$ 96,950.00	\$ 310,337.50
06/15/25	\$	5,055,000.00	\$ 120,000.00	\$ 96,950.00	\$ -
12/15/25	\$	4,935,000.00	\$ -	\$ 95,450.00	\$ 312,400.00
06/15/26	\$	4,935,000.00	\$ 120,000.00	\$ 95,450.00	\$ -
12/15/26	\$	4,815,000.00	\$ -	\$ 93,650.00	\$ 309,100.00
06/15/27	\$	4,815,000.00	\$ 125,000.00	\$ 93,650.00	\$ -
12/15/27	\$	4,690,000.00	\$ -	\$ 91,775.00	\$ 310,425.00
06/15/28	\$	4,690,000.00	\$ 130,000.00	\$ 91,775.00	\$ -
12/15/28	\$	4,560,000.00	\$ -	\$ 89,825.00	\$ 311,600.00
06/15/29	\$	4,560,000.00	\$ 135,000.00	\$ 89,825.00	\$ -
12/15/29	\$	4,425,000.00	\$ -	\$ 87,800.00	\$ 312,625.00
06/15/30	\$	4,425,000.00	\$ 140,000.00	\$ 87,800.00	\$ -
12/15/30	\$	4,285,000.00	\$ -	\$ 85,700.00	\$ 313,500.00
06/15/31	\$	4,285,000.00	\$ 145,000.00	\$ 85,700.00	\$ -
12/15/31	\$	4,140,000.00	\$ -	\$ 82,800.00	\$ 313,500.00
06/15/32	\$	4,140,000.00	\$ 150,000.00	\$ 82,800.00	\$ -
12/15/32	\$	3,990,000.00	\$ -	\$ 79,800.00	\$ 312,600.00
06/15/33	\$	3,990,000.00	\$ 155,000.00	\$ 79,800.00	\$ -
12/15/33	\$	3,835,000.00	\$ -	\$ 76,700.00	\$ 311,500.00
06/15/34	\$	3,835,000.00	\$ 160,000.00	\$ 76,700.00	\$ -
12/15/34	\$	3,675,000.00	\$ -	\$ 73,500.00	\$ 310,200.00
06/15/35	\$	3,675,000.00	\$ 165,000.00	\$ 73,500.00	\$ -
12/15/35	\$	3,510,000.00	\$ -	\$ 70,200.00	\$ 308,700.00
06/15/36	\$	3,510,000.00	\$ 175,000.00	\$ 70,200.00	\$ -
12/15/36	\$	3,335,000.00	\$ -	\$ 66,700.00	\$ 311,900.00
06/15/37	\$	3,335,000.00	\$ 180,000.00	\$ 66,700.00	\$ -
12/15/37	\$	3,155,000.00	\$ -	\$ 63,100.00	\$ 309,800.00

Saddle Creek
Community Development District
Series 2020 Special Assessment Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
06/15/38	\$ 3,155,000.00	\$ 190,000.00	\$ 63,100.00	\$ -
12/15/38	\$ 2,965,000.00	\$ -	\$ 59,300.00	\$ 312,400.00
06/15/39	\$ 2,965,000.00	\$ 195,000.00	\$ 59,300.00	\$ -
12/15/39	\$ 2,770,000.00	\$ -	\$ 55,400.00	\$ 309,700.00
06/15/40	\$ 2,770,000.00	\$ 205,000.00	\$ 55,400.00	\$ -
12/15/40	\$ 2,565,000.00	\$ -	\$ 51,300.00	\$ 311,700.00
06/15/41	\$ 2,565,000.00	\$ 215,000.00	\$ 51,300.00	\$ -
12/15/41	\$ 2,350,000.00	\$ -	\$ 47,000.00	\$ 313,300.00
06/15/42	\$ 2,350,000.00	\$ 220,000.00	\$ 47,000.00	\$ -
12/15/42	\$ 2,130,000.00	\$ -	\$ 42,600.00	\$ 309,600.00
06/15/43	\$ 2,130,000.00	\$ 230,000.00	\$ 42,600.00	\$ -
12/15/43	\$ 1,900,000.00	\$ -	\$ 38,000.00	\$ 310,600.00
06/15/44	\$ 1,900,000.00	\$ 240,000.00	\$ 38,000.00	\$ -
12/15/44	\$ 1,660,000.00	\$ -	\$ 33,200.00	\$ 311,200.00
06/15/45	\$ 1,660,000.00	\$ 250,000.00	\$ 33,200.00	\$ -
12/15/45	\$ 1,410,000.00	\$ -	\$ 28,200.00	\$ 311,400.00
06/15/46	\$ 1,410,000.00	\$ 260,000.00	\$ 28,200.00	\$ -
12/15/46	\$ 1,150,000.00	\$ -	\$ 23,000.00	\$ 311,200.00
06/15/47	\$ 1,150,000.00	\$ 270,000.00	\$ 23,000.00	\$ -
12/15/47	\$ 880,000.00	\$ -	\$ 17,600.00	\$ 310,600.00
06/15/48	\$ 880,000.00	\$ 280,000.00	\$ 17,600.00	\$ -
12/15/48	\$ 600,000.00	\$ -	\$ 12,000.00	\$ 309,600.00
06/12/49	\$ 600,000.00	\$ 295,000.00	\$ 12,000.00	\$ -
12/15/49	\$ 305,000.00	\$ -	\$ 6,100.00	\$ 313,100.00
06/15/50	\$ 305,000.00	\$ 305,000.00	\$ 6,100.00	\$ 311,100.00
		\$ 5,500,000.00	\$ 3,875,933.96	\$ 9,375,933.96

Saddle Creek Preserve of Polk County FY 22 Assessment Roll

PARCEL ID	NAME	O&M	Debt	Total
242801000000024010	SADDLE CREEK ROAD INVESTORS LLC	\$0.00	\$0.00	\$0.00
242801000000024030	LENNAR HOMES LLC	\$186,665.92	\$337,097.00	\$523,762.92
242812000000031010	SADDLE CREEK ROAD INVESTORS LLC	\$0.00	\$0.00	\$0.00
Total Gross Assessments		\$186,665.92	\$337,097.00	\$523,762.92
Total Net Assessments		\$173,599.31	\$313,500.21	\$487,099.52

SECTION V

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022; CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2022 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Saddle Creek Preserve of Polk County Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notices and public hearings, Resolution Nos. 2020-24 and 2020-28 (together the "**Assessment Resolutions**") and relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of the Assessment Resolutions, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on _____, 2022, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$ _____ of its Special Assessment Bonds, Series 2022 (the "**Series 2022 Bonds**"); and

WHEREAS, pursuant to and consistent with the Assessment Resolutions, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and to confirm the liens of the levy of special assessments securing the Series 2022 Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Assessment Resolutions.

SECTION 2. FINDINGS. The Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District hereby finds and determines as follows:

(a) The District, after due notice and public hearing, adopted the Assessment Resolutions which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Second Supplemental Engineer's Report – Phase 2*, dated November 15, 2021 (the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for "Phase 2" or "Assessment Area Two", as more specifically described in the Engineer's Report ("**Series 2022 Project**"), to be financed all or in part with the Series 2022 Bonds (the "**Improvements**"), and indicates the estimated costs of the Series 2022 Project as \$_____. The District hereby confirms that the Series 2022 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The *Master Assessment Methodology Report*, dated December 11, 2019 (the "**Master Report**"), as supplemented by that *Supplemental Assessment Methodology for Assessment Area Two for Saddle Creek Preserve of Polk County Community Development District*, dated December 15, 2021 (the "**Supplemental Report**" and together with Master Report, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Series 2022 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Series 2022 Project will specially benefit certain property within the District known as Phase 2 ("**Assessment Area Two**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2022 Project financed with the Series 2022 Bonds, the specially benefited properties within the District as set forth in the Assessment Resolutions, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2022 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS. As provided in the Assessment Resolutions, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Series 2022 Bonds, in a par amount of \$_____, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Series 2022 Bonds shall be due on _____. The estimated sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Series 2022 Bonds on Assessment Area Two (the “**Series 2022 Special Assessments**”), shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2022 Bonds are secured solely by the Assessment Area Two Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Assessment Area Two.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2022 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Series 2022 Bonds shall be allocated in accordance with **Composite Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Methodology is consistent with the District’s Master Methodology. The Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Series 2022 Bonds. The estimated costs of collection of the special assessments for the Series 2022 Bonds are as set forth in the Supplemental Methodology.

(b) The lien of the special assessments securing the Series 2022 Bonds includes all property within Assessment Area Two, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2022/2023, begin annual collection of special assessments for the Series 2022 Bonds debt service payments due starting _____, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on **Exhibit F** for Assessment Area Two. The Series 2022 Bonds include an amount for capitalized interest through _____.

(d) The Series 2022 Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Series 2022 Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days

after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Series 2022 Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Series 2022 Special Assessments may prepay the entire remaining balance of the Series 2022 Special Assessments at any time, or a portion of the remaining balance of the Series 2022 Special Assessments one time if there is also paid, in addition to the prepaid principal balance of the Series 2022 Special Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Series 2022 Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Series 2022 Special Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Hillsborough County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Hillsborough County Tax Collector and Hillsborough County Property Appraiser (or other appropriate Hillsborough County, Florida officials) to collect the Series 2022 Special Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2022 Special Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2022 Special Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Resolutions, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2022 Bonds shall be allocated as set forth in the Assessment Resolutions, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$_____ in Series 2022 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2022 Bonds only to the credit

of the Series 2022 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the Assessment Resolutions, all of which remain in full force and effect. This Resolution and the Assessment Resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2022 Special Assessments securing the Series 2022 Bonds, in the Official Records of Hillsborough County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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APPROVED AND ADOPTED this 2nd day of February, 2022.

ATTEST:

**SADDLE CREEK PRESERVE OF
POLK COUNTY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Second Supplemental Engineer's Report – Phase 2, dated November 15, 2021*

Comp. Exhibit B: *Master Assessment Methodology Report, dated December 11, 2019, as supplemented by that Supplemental Assessment Methodology for Assessment Area Two for Saddle Creek Preserve of Polk County Community Development District, dated December 15, 2021*

Exhibit C: Legal Description of Assessment Area Two

Exhibit D: Maturities and Coupons of Series 2022 Bonds

Exhibit E: Sources and Uses of Funds for Series 2022 Bonds

Exhibit F: Debt Service for Series 2022 Bonds

Exhibit A:

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Composite Exhibit B:

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Exhibit C
Legal Description of Assessment Area Two

DESCRIPTION: (PHASE TWO WEST PARCEL)

A portion of the Southwest 1/4 of Section 1, Township 28 South, Range 24 East, Polk County, Florida, lying South of SADDLE CREEK ROAD, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 1; thence N.00°16'05"W., 24.11 feet along the Westerly boundary line of the Southwest 1/4 of said Section 1 to the Northwest corner of Tract "G", SADDLE CREEK PRESERVE PHASE 1, as recorded in Plat Book 189, Pages 20-23, of the Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue N.00°16'05"W., 1255.01 feet along said Westerly boundary line to the Southerly right-of-way line of said SADDLE CREEK ROAD; thence along said Southerly right-of-way line the following three courses: S.89°59'07"E., 1373.33 feet; thence S.00°00'53"W., 10.00 feet; thence N.89°59'14"E., 660.87 feet to the Westerly boundary line of said SADDLE CREEK PRESERVE PHASE 1; thence along said Westerly boundary line the following eleven courses and four curves: S.21°17'43"E., 67.68 feet; thence S.00°01'39"E., 141.84 feet; thence S.07°02'30"W., 40.63 feet; thence S.00°01'39"E., 120.00 feet; thence S.89°58'21"W., 461.86 feet to the beginning of a curve concave to the Southeast having a radius of 60.00 feet; thence Southwesterly, 90.55 feet along said curve through a central angle of 86°27'55" (chord bears S.46°44'23"W., 82.20 feet) to the beginning of a non-tangent curve concave to the Northwest having a radius of 370.00 feet; thence Southwesterly, 361.09 feet along said curve through a central angle of 55°54'58" (chord bears S.31°24'53"W., 346.93 feet); thence S.59°22'22"W., 578.63 feet to the beginning of a curve concave to the Northwest having a radius of 340.00 feet; thence Southwesterly, 73.54 feet along said curve through a central angle of 12°23'34" (chord bears S.65°34'09"W., 73.40 feet); thence S.71°45'56"W., 502.13 feet to the beginning of a curve concave to the Southeast having a radius of 20.00 feet; thence Southwesterly, 25.12 feet along said curve through a central angle of 71°57'28" (chord bears S.35°47'12"W., 23.50 feet); thence S.00°11'32"E., 33.31 feet; thence S.89°48'28"W., 120.00 feet; thence N.77°58'14"W., 40.92 feet; thence S.89°48'28"W., 130.19 feet to the POINT OF BEGINNING.

Containing 39.84 Acres, more or less.

DESCRIPTION: (PHASE TWO EAST PARCEL)

A portion of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 1 and a portion of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 28 South, Range 24 East, Polk County, Florida, lying South of SADDLE CREEK ROAD, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 1; thence N.00°16'05"W., 1279.12 feet along the Westerly boundary line of the Southwest 1/4 of said Section 1 to the Southerly right-of-way line of said SADDLE CREEK ROAD; thence along said Southerly right-of-way line the following seven courses: S.89°59'07"E., 1373.33 feet; thence S.00°17'30"E., 10.00 feet; thence N.89°59'14"E., 660.81 feet; thence S.89°59'51"E., 300.05 feet to the Northeast corner of Tract "A", SADDLE CREEK PRESERVE PHASE 1, as recorded in Plat Book 189, Pages 20-23, of the Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continuing along said Southerly right-of-way line S.89°54'54"E., 138.77 feet; thence N.00°16'33"W., 10.18 feet; thence S.89°58'37"E., 678.56 feet to the Easterly boundary line of the West 460.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 1; thence S.00°07'13"W., 847.54 feet along said Easterly boundary line to the Southerly boundary line of the North 894.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 1; thence N.89°12'47"W., 460.09 feet along said Southerly boundary line to the Easterly boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 1; thence S.89°36'08"W., 270.87 feet to the Westerly boundary line of the East 271.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 1; thence S.00°07'27"W., 414.88 feet along said Westerly boundary line to the Southerly boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 1, said line also being the Northerly boundary line of the Northeast 1/4 of the Northwest 1/4 of said Section 12; thence S.00°12'28"E., 140.67 feet along the Westerly boundary line of the East 271.00 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northeast corner of Tract "G" of said SADDLE CREEK PRESERVE PHASE 1; thence along the Northerly and Easterly boundary of said SADDLE CREEK PRESERVE PHASE 1 the following fourteen courses and five curves: S.89°48'28"W., 129.98 feet; thence N.00°11'32"W., 50.00 feet; thence S.89°48'28"W., 41.25 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 30.00 feet; thence Southwesterly, 38.42 feet along said curve through a central angle of 73°22'35" (chord bears S.53°07'10"W., 35.85 feet); thence S.89°48'28"W., 85.00 feet; thence N.00°11'32"W., 427.16 feet to the beginning of a curve concave to the Southwest having a radius of 65.00 feet; thence Northwesterly, 51.05 feet along said curve through a central angle of 45°00'00" (chord bears N.22°41'32"W., 49.75 feet); thence N.45°11'32"W., 215.56 feet; thence N.44°48'28"E., 115.00 feet; thence N.45°11'32"W., 100.00 feet; thence N.44°48'33"E., 50.00 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 20.00 feet; thence Northwesterly, 31.42 feet along said curve through a central angle of 90°00'13" (chord bears N.00°11'39"W., 28.29 feet); thence N.44°48'28"E., 230.25 feet; thence N.22°53'47"E., 19.77 feet; thence N.00°11'32"W., 208.94 feet to the beginning of a curve concave to the Southeast having a radius of 190.00 feet; thence Northeasterly, 31.20 feet along said curve through a central angle of 09°24'32" (chord bears N.04°30'44"E., 31.17 feet); thence

N.89°48'28"E., 124.72 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 70.00 feet; thence Northeasterly, 46.95 feet along said curve through a central angle of 38°25'46" (chord bears N.45°22'47"E., 46.08 feet); thence N.00°01'39"W., 66.16 feet to the POINT OF BEGINNING.

Containing 23.64 Acres, more or less.

Draft

Exhibit D:
Maturities and Coupons of Series 2022 Bonds

Draft

Exhibit E:
Sources and Uses of Funds for Series 2022 Bonds

Draft

Exhibit F:
Annual Debt Service Payment Due on Series 2022 Bonds

Draft

SECTION VI

SECTION C

SECTION 1

1

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-412-1919

Estimate

Date 1/25/2022
Estimate # 1070

Name / Address

Saddle Creek of Polk County CDD
C/o GMS- Central Florida
219 E Livingston St.
Orlando, FL 32801

P.O. #
Terms

Due Date 1/25/2022
Other

Description	Qty	Rate	Total
Saddle Creek of Polk County CDD pond maintenance proposal.			
Monthly pond herbicide maintenance on 19 ponds (14 +/- ac.). Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Price also includes "reasonable" trash collection (meaning trash that can be reached from shore utilizing trash tongs). Priced as \$/treatment. Scope meets, or exceeds, those specified by client.		1,250.00	1,250.00
Thank you for your business!			\$1,250.00
Subtotal			\$1,250.00
Sales Tax (0.0%)			\$0.00
Total			\$1,250.00

waterweed1@aol.com

863-412-1919
863-438-0087

2

Aquagenix

A DCS Company



Welcome to Aquagenix a DeAngelo Contracting Services Family. Let's take an opportunity to tell you about Aquagenix and what we offer. The programs Aquagenix has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of Aquagenix Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat
- * Post Treatment Reports providing details of work we performed.

Additional service available from Aquagenix:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas.
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with Aquagenix under DCS:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS d.b.a. Aquagenix will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways Aquagenix will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Mark DeAngelo", written over a horizontal line.

The team at Aquagenix, Orlando

ORLANDO BRANCH OFFICE

1408 Hamlin Ave., Suite C | St Cloud, FL 34771 | Phone 407-579-9204

www.DeAngeloContractingServices.com

Aquagenix

A DCS Company



AQUAGENIX AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated January 19, 2021, is made between DCS d.b.a. Aquagenix and "CUSTOMER" as described as follows:

Saddle Creek Preserve of Polk County CDD

c/o GMS-Central Florida
219 E. Livingston Street
Orlando, FL 32801

Contact: Clayton Smith – P: (407) 841-5524 – E: Csmith@gmscfl.com

**** Site Location ****

**Saddle Creek Road
Lakeland, FL 33801**

Both CUSTOMER and Aquagenix agree to the following:

1. Site Locations:

Aquagenix will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

2. Contract Services: CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services:

- Perform one monthly inspection of stormwater ponds with treatments as needed to control nuisance/exotic vegetation, algae and shoreline grasses or aquatic weeds.
- Treat any surface algae blooms that may arise as well as treatment of visible submerged algae during scheduled service to maintain levels at 5% or less. Please note that although treatments will take place during contracted service events many times algae returns in between scheduled service, especially in Florida during the summer months. An increase to bi-monthly service may be required to provide additional levels of control.
- Treatment to a manageable level of floating aquatic vegetation.
- Pond dye applications included (black or blue)
- Trash removal during regularly scheduled visits.
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Aquatic consulting.
- Management reporting.
- Yearly site review pf aquatic & stormwater systems
- Submersed aquatic vegetation treatments performed on a separate work order basis.
- Abide by Florida BMPs for aquatic vegetation treatment and management

Annual Program Investment **\$16,428.00**

That will be invoiced at the end of each month at **\$1,369.00**

We will perform 12 inspections per year. Treatments are completed as necessary and will follow Florida Best Management Practices for management and control of aquatic vegetation and algae.

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Scheduled Site Visits Per Month

January 1 July 1	February 1 August 1	March 1 September 1	April 1 October 1	May 1 November 1	June 1 December 1
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3. Contract terms:

The term of this Agreement shall start on Month Nov 2021 for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by Aquagenix as outlined in Paragraph 11.

5. Safety:

Aquagenix agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

6. Insurance:

DCS d.b.a. Aquagenix agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

7. Address Change:

If Aquagenix or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

8. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify Aquagenix of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

9. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay DCS d.b.a. Aquagenix within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

10. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services d.b.a. Aquagenix may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

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11. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS d.b.a. Aquagenix, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS: - This is the area to add specific definitive language for the contract and define specific areas that are not covered under the contract.

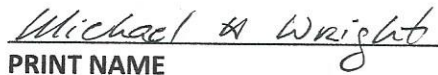
- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying Aquagenix in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. Aquagenix may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. Aquagenix, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services d.b.a. Aquagenix harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.


- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services d.b.a. Aquagenix harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of Aquagenix.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services d.b.a. Aquagenix and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.


Aquagenix


PRINT NAME


DATE

CUSTOMER

PRINT NAME

DATE

The offer contained in this Agreement is valid for sixty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

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Waterway Survey Chart

11/21/21

Customer Name Advent Health Waterman

Inspection Date	Waterway Number	Average Depth (In Feet)	Surface Cover (In Acres)	Perimeter (Linear Feet)
1/21/2021	Lake 1	4.00	0.54	700
1/21/2021	Lake 2	4.00	0.86	1035
1/21/2021	Lake 3	4.00	0.96	885
1/21/2021	Lake 4	4.00	0.25	525
1/21/2021	Lake 5	4.00	6.00	1800
1/21/2021	Lake 6	4.00	1.85	2925
1/21/2021	Lake 7	4.00	0.59	1350
1/21/2021	Lake 8	4.00	0.82	870
1/21/2021	Lake 9	4.00	0.89	1400
1/21/2021	Lake 10	4.00	3.35	2980
1/21/2021	Lake 11	4.00	1.78	1400
1/21/2021	Lake 12	4.00	2.21	2000

12 Waterways for Saddle Creek Preserve of Polk County

4.00 20.1 17,870

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Saddle Creek Preserve CDD

Just West Of Tenoroc High School
4905 Saddle Creek Road
Lakeland, FL 33801

Legend



3

SERVICES CONTRACT

CUSTOMER NAME: Saddle Creek Preserve of Polk County CDD - Lakeland, FL

SUBMITTED TO: Clayton Smith, GMS-Central Florida

CONTRACT EFFECTIVE DATE: March 1, 2022 - February 28, 2023

SUBMITTED BY: Nick Viles

SERVICES: Annual Pond Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$13,740.00**. SOLitude shall invoice Customer **\$1,145.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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14. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Saddle Creek Preserve of Polk County CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Specifications: Annual Maintenance - Seventeen (17) Sites - 15.91 Total Acres - 17,881 Linear Feet



Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity

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- Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled

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through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. All Species will be killed in place with an approved herbicide,
3. This proposal does not include debris removal or disposal.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algacides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. Pond Dye will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

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3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION D

SECTION 1

Saddle Creek Preserve of Polk County

Community Development District

Summary of Invoices

December 09, 2021 through January 25, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	12/9/21	74-76	\$ 10,174.79
	12/23/21	77-79	\$ 12,918.42
	1/21/22	80-81	\$ 7,799.70
Total			\$ 30,892.91

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/09/21	00002	10/01/21	29 202110 310-51300-34000	MANAGEMENT FEES - OCT 21	*	3,004.17	
		10/01/21	29 202110 310-51300-35200	WEBSITE MANAGEMENT-OCT 21	*	100.00	
		10/01/21	29 202110 310-51300-35100	INFORMATION TECH - OCT 21	*	150.00	
		10/01/21	29 202110 310-51300-31300	DISSEMINATION SVCS-OCT 21	*	416.67	
		10/01/21	29 202110 310-51300-51000	OFFICE SUPPLIES	*	.30	
		10/01/21	29 202110 310-51300-42000	POSTAGE	*	5.30	
		11/01/21	31 202111 310-51300-34000	MANAGEMENT FEES - NOV 21	*	3,004.17	
		11/01/21	31 202111 310-51300-35200	WEBSITE MANAGEMENT-NOV 21	*	100.00	
		11/01/21	31 202111 310-51300-35100	INFORMATION TECH - NOV 21	*	150.00	
		11/01/21	31 202111 310-51300-31300	DISSEMINATION SVCS-NOV 21	*	416.67	
		11/01/21	31 202111 310-51300-42000	POSTAGE	*	23.51	
GOVERNMENTAL MANAGEMENT SERVICES						7,370.79	000074
12/09/21	00022	10/05/21	416 202109 310-51300-31500	RVW/CONFER/PROVIDE/AGENDA	*	595.00	
		11/12/21	719 202110 310-51300-31500	RVW/REP/REGRD/COORDINATE	*	59.00	
KE LAW GROUP, PLLC						654.00	000075
12/09/21	00023	11/09/21	4868 202111 320-53800-46200	LANDSCAPE MAINT - NOV 21	*	2,150.00	
PRINCE & SONS INC.						2,150.00	000076
12/23/21	00002	9/17/21	28 202110 310-51300-31400	ASSESSMENT ROLL - FY22	*	5,000.00	
		10/25/21	30 202103 300-20700-10000	INFORMATION TECH - MAR 21	*	120.83	
		12/01/21	32 202112 310-51300-34000	MANAGEMENT FEES - DEC 21	*	3,004.17	
		12/01/21	32 202112 310-51300-35200	WEBSITE MANAGEMENT-DEC 21	*	100.00	
		12/01/21	32 202112 310-51300-35100	INFORMATION TECH - DEC 21	*	150.00	
		12/01/21	32 202112 310-51300-31300	DISSEMINATION SVCS-DEC 21	*	416.67	

SCPP SAD CREEK PRES IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		12/01/21 32	202112 310-51300-51000		*	.06	
			OFFICE SUPPLIES				
		12/01/21 32	202112 310-51300-42000		*	1.06	
			POSTAGE				
GOVERNMENTAL MANAGEMENT SERVICES							8,792.79 000077
12/23/21 00022	12/06/21 824	202111 310-51300-31500			*	85.00	
		CONFER/REGARD/AGRMT/ASMNT					
KE LAW GROUP, PLLC							85.00 000078
12/23/21 00024	11/24/21 6338910	202111 310-51300-32300			*	4,040.63	
		TRUSTEE FEES-SERIES FY20					
US BANK							4,040.63 000079
1/21/22 00002	1/01/22 33	202201 310-51300-34000			*	3,004.17	
		MANAGEMENT FEES - JAN 22					
	1/01/22 33	202201 310-51300-35200			*	100.00	
		WEBSITE MANAGEMENT-JAN 22					
	1/01/22 33	202201 310-51300-35100			*	150.00	
		INFORMATION TECH - JAN 22					
	1/01/22 33	202201 310-51300-31300			*	416.67	
		DISSEMINATION SVCS-JAN 22					
	1/01/22 33	202201 310-51300-51000			*	2.59	
		OFFICE SUPPLIES					
	1/01/22 33	202201 310-51300-42000			*	32.67	
		POSTAGE					
	1/01/22 33	202201 310-51300-42500			*	8.10	
		COPIES					
GOVERNMENTAL MANAGEMENT SERVICES							3,714.20 000080
1/21/22 00022	9/06/21 892	202109 310-51300-31500			*	2,577.00	
		PREP ATND MTG/AGENDA/BDGT					
	1/11/22 1128	202112 310-51300-31500			*	1,508.50	
		PREP/ATND/MTG/RSRCH/CONFR					
KE LAW GROUP, PLLC							4,085.50 000081
TOTAL FOR BANK A						30,892.91	
TOTAL FOR REGISTER						30,892.91	

SCPP SAD CREEK PRES IARAUJO

SECTION 2

Saddle Creek Preserve of Polk County
Community Development District

Unaudited Financial Reporting
December 31, 2021



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund</u>
5	<u>Capital Projects Fund</u>
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Saddle Creek Preserve of Polk County

Community Development District

Combined Balance Sheet

December 31, 2021

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 145,051	\$ -	\$ 838	\$ 145,889
Investment:				
Series 2020				
Reserve	\$ -	\$ 156,750	\$ -	\$ 156,750
Revenue	\$ -	\$ 161,702	\$ -	\$ 161,702
Construction	\$ -	\$ -	\$ 1	\$ 1
Due From Developer	\$ -	\$ -	\$ 167,560	\$ 167,560
Total Assets	\$ 145,051	\$ 318,452	\$ 168,399	\$ 631,902
Liabilities:				
Accounts Payable	\$ 4,886	\$ -	\$ 169,310	\$ 174,196
Total Liabilities	\$ 4,886	\$ -	\$ 169,310	\$ 174,196
Fund Balances:				
Unassigned	\$ 140,165	\$ -	\$ -	\$ 140,165
Assigned for Debt Service	\$ -	\$ 318,452	\$ -	\$ 318,452
Assigned for Capital Projects	\$ -	\$ -	\$ (912)	\$ (912)
Total Fund Balances	\$ 140,165	\$ 318,452	\$ (912)	\$ 457,706
Total Liabilities & Fund Balance	\$ 145,051	\$ 318,452	\$ 168,399	\$ 631,902

Saddle Creek Preserve of Polk County

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
Revenues				
Assessments - Direct	\$ 173,600	\$ 86,800	\$ 86,800	\$ -
Developer Contributions	\$ 175,745	\$ 5,175	\$ 5,175	\$ -
Total Revenues	\$ 349,345	\$ 91,975	\$ 91,975	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,200	\$ 1,800	\$ 800	\$ 1,000
Engineer Fees	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Dissemination Fees	\$ 5,000	\$ 1,250	\$ 1,250	\$ (0)
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,000	\$ -	\$ -	\$ -
Attorney Fees	\$ 25,000	\$ 6,250	\$ 1,653	\$ 4,598
Audit Fees	\$ 2,900	\$ -	\$ -	\$ -
Trustee Fees	\$ 5,000	\$ 5,000	\$ 4,041	\$ 959
Management Fees	\$ 36,050	\$ 9,013	\$ 9,013	\$ (0)
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 250	\$ 63	\$ -	\$ 63
Postage & Delivery	\$ 500	\$ 125	\$ 30	\$ 95
Insurance	\$ 5,500	\$ 5,500	\$ 5,175	\$ 325
Printing & Binding	\$ 500	\$ 125	\$ -	\$ 125
Legal Advertising	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Other Current Charges	\$ 2,000	\$ 500	\$ 104	\$ 396
Office Supplies	\$ 400	\$ 100	\$ 0	\$ 100
Travel Per Diem	\$ 550	\$ 138	\$ -	\$ 138
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 125,025	\$ 42,038	\$ 27,990	\$ 14,048

Saddle Creek Preserve of Polk County

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
<u>Operations & Maintenance</u>				
<u>Field Services</u>				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 40,000	\$ 10,000	\$ 2,150	\$ 7,850
Landscape Replacement	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Mitigation Monitoring	\$ 25,000	\$ 6,250	\$ -	\$ 6,250
Lake Maintenance	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Streetlights	\$ 12,600	\$ 3,150	\$ -	\$ 3,150
Electric	\$ 5,000	\$ 1,250	\$ 153	\$ 1,097
Water & Sewer	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Sidewalk & Asphalt Maintenance	\$ 500	\$ 125	\$ -	\$ 125
Irrigation Repairs	\$ 2,500	\$ 625	\$ -	\$ 625
General Repairs & Maintenance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Subtotal Field Expenditures:	\$ 135,600	\$ 37,650	\$ 2,303	\$ 35,347
<u>Amenity Expenses</u>				
Amenity - Electric	\$ 14,400	\$ 3,600	\$ -	\$ 3,600
Amenity - Water	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Playground Lease	\$ 14,000	\$ 3,500	\$ -	\$ 3,500
Internet	\$ 3,000	\$ 750	\$ -	\$ 750
Pest Control	\$ 720	\$ 180	\$ -	\$ 180
Janitorial Service	\$ 5,400	\$ 1,350	\$ -	\$ 1,350
Security Services	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Pool Maintenance	\$ 16,200	\$ 4,050	\$ -	\$ 4,050
Amenity Repairs & Maintenance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Subtotal Amenity Expenditures:	\$ 83,720	\$ 20,930	\$ -	\$ 20,930
Total Operations & Maintenance	\$ 219,320	\$ 37,650	\$ 2,303	\$ 35,347
Total Expenditures	\$ 344,345	\$ 79,688	\$ 30,293	\$ 49,395
<u>Other Financing Sources/(Uses)</u>				
Transfer Out - Capital Reserve Fund	\$ 5,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 5,000	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 61,682	
Fund Balance - Beginning	\$ -		\$ 78,483	
Fund Balance - Ending	\$ -		\$ 140,165	

Saddle Creek Preserve of Polk County

Community Development District

Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
Revenues				
Assessments - Direct	\$ 313,500	\$ 156,750	\$ 156,750	\$ -
Interest Income	\$ -	\$ -	\$ 4	\$ 4
Total Revenues	\$ 313,500	\$ 156,750	\$ 156,754	\$ 4
Expenditures:				
Interest - 12/1	\$ 101,200	\$ 101,200	\$ 101,200	\$ -
Principal - 06/1	\$ 110,000	\$ -	\$ -	\$ -
Interest - 06/1	\$ 101,200	\$ -	\$ -	\$ -
Total Expenditures	\$ 312,400	\$ 101,200	\$ 101,200	\$ -
Excess Revenues (Expenditures)	\$ 1,100		\$ 55,554	
Fund Balance - Beginning	\$ 106,148		\$ 262,898	
Fund Balance - Ending	\$ 107,248		\$ 318,452	

Saddle Creek Preserve of Polk County
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/21	Thru 12/31/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Developer Contributions	\$ -	\$ -	\$ 217,521	\$ 217,521
Total Revenues	\$ -	\$ -	\$ 217,521	\$ 217,521
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 219,271	\$ (219,271)
Miscellaneous	\$ -	\$ -	\$ 162	\$ (162)
Total Expenditures	\$ -	\$ -	\$ 219,433	\$ (219,433)
Excess Revenues (Expenditures)	\$ -		\$ (1,912)	
Fund Balance - Beginning	\$ -		\$ 1,001	
Fund Balance - Ending	\$ -		\$ (912)	

Saddle Creek Preserve of Polk County

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments	\$ -	\$ 86,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	86,800
Developer Contributions	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,175
Total Revenues	\$ 5,175	\$ 86,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	91,975
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Engineer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination Fees	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney Fees	\$ 59	\$ 85	\$ 1,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,653
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,041
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,013
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 5	\$ 24	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30
Insurance	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,175
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ 31	\$ 35	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	104
Office Supplies	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 14,116	\$ 7,855	\$ 6,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,990

Saddle Creek Preserve of Polk County

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Operations & Maintenance</u>													
<u>Field Services</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,150
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ 153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	153
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures:	\$ 153	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,303
<u>Amenity Expenses</u>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 153	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,303
Total Expenditures	\$ 14,269	\$ 10,005	\$ 6,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30,293
<u>Other Financing Sources/(Uses)</u>													
Transfer Out - Capital Reserve Fund (CY)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Excess Revenues (Expenditures)	\$ (9,094)	\$ 76,795	\$ (6,019)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	61,682