

*Saddle Creek Preserve of Polk County
Community Development District*

Meeting Agenda

November 19, 2024

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

November 12, 2024

Board of Supervisors Meeting

Saddle Creek Preserve of Polk County Community Development District

Dear Board Members:

A Landowners' Meeting and Election & a Board of Supervisors Meeting of the **Saddle Creek Preserve of Polk County Community Development District** will be held **Tuesday, November 19, 2024 at 1:00 PM** at **The Hampton Inn—Lakeland, 4420 North Socrum Loop Road, Lakeland, FL 33809.**

Zoom Link: <https://us06web.zoom.us/j/85458044464>

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

Meeting ID: 854 5804 4464

Following is the advance agenda for the meeting:

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowner's Questions and Comments
8. Adjournment

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 mvirgen@gmscfl.com)
3. Organizational Matters
 - A. Administration of Oath to Supervisor Sean Finotti Appointed to Seat #4 at October 22, 2024 Board Meeting
 - B. Administration of Oaths of Office to Newly Elected Board Members after Landowners' Election
 - C. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
 - D. Election of Officers

¹ Comments will be limited to three (3) minutes

- E. Consideration of Resolution 2025-02 Electing Officers
- 4. Approval of Minutes of the October 22, 2024 Board of Supervisors Meeting
- 5. Consideration of Resolution 2025-03 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
- 6. Ratification of Facility Use Agreement for Resident Requested Event in Open Space Area on Yellow Trail on November 16, 2024
- 7. Ratification of Facility Use Agreement for Resident Requested Event in Open Space Area on Yellow Trail on November 22, 2024
- 8. Consideration of Resident Request to Hold Monthly Community Movie Nights on the 3rd Friday of Each Month in Open Space Area on Yellow Trail
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Replacement Pool Chairs
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

Landowners' Meeting

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT
DISTRICT FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 19, 2024**

TIME: **1:00 PM**

LOCATION: **Hampton Inn Lakeland, 4420 N Socrum Loop Rd., Lakeland, Florida 33809**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

Board of Supervisors Meeting

SECTION III

SECTION C

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Saddle Creek Preserve of Polk County Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 5	Votes _____

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of November 2024.

ATTEST:

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

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

SECTION E

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>

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

PASSED AND ADOPTED this 19th day of November 2024.

ATTEST:

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

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

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 Tuesday, **October 22, 2024** at 1:00 p.m. at The Hampton Inn – Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum:

Lori Campagna	Appointed as Chairperson
Mike Seney	Vice Chairman
Scott Shapiro	Assistant Secretary
Sean Finotti <i>by Zoom</i>	Assistant Secretary
Kelly Evans	Assistant Secretary

Also present were:

Monica Virgen	District Manager, GMS
Jill Burns	District Manager, GMS
Savannah Hancock <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Katie Vander Mead <i>by Zoom</i>	District Engineer, Landmark
Allen Bailey	Field Manager, GMS

The following is a summary of the discussions and actions taken at the October 2, 2024 Saddle Creek Preserve of Polk County Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Virgen called the meeting to order at 1:00 p.m. and called roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Virgen opened the public comment period for agenda items, limited to 3 minutes.

- Erica Miro (1952 Red Loop) Asked about the voting process for the Board.
- Yahaira (2045 Old Fashion Ln) Property damage due to conduit work. Grass damaged and irrigation broken, is there an estimate for completion? Parking issues, what are current rules?

- Abby Morrobel (1905 Yellow Trail) – Inquired about voting process & requirements. Parking issues. Conduits, lawn care – dead areas. Commented about vortex at new lift station. Is towing company local?
- Marcos Pagan (2199 Old Mining) Asked to change hours of meeting. Who is allowed to fish on the property? Parking issue – semi’s parking overnight.
- Fred Omar (1676 Red Loop) Residents don’t know what the CDD and HOA are responsible for.
- Aimee Porras (1897 Red Loop) Street parking on Red Loop creating a hazard. Emergency vehicles can’t get through streets.
- Makeesha McKay (1814 Red Loop) Parking Issue on Red Loop.
- Camellia Jenkins (1881 Yellow Trail) Erosion issue caused fence to fall, legal action has been taken.
- Lachelle Webster (1928 Red Loop) Parking issue.
- Veronica Thomas (1934 Red Loop) Parking issue, public safety matters not being handled by law enforcement.
- Maria Bestman (2098 Old Mining Rd) Street lighting visibility issue, insect treatment, neighbors’ loud music, street parking issue, issues with renters.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 27, 2024 Board of Supervisors Meeting

Ms. Virgen presented the minutes from the August 27, 2024 Board of Supervisors meeting. The Board had no changes to the minutes.

On MOTION by Ms. Campagna, seconded by Mr. Seney with all in favor, the Minutes of the August 27, 2024 Board of Supervisors Meeting, were approved.

Ms. Campagna stated they are going to do realignment of seats. Ms. Evans seat is up in 2026. Mr. Finotti volunteered to stay on. Ms. Evans will resign from seat #4.

On MOTION by Ms. Campagna, seconded by Mr. Seney, with all in favor, Resignation of Kelly Evans from Seat #4, was approved.

Mr. Finotti would like to resign from seat #5.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Resignation of Sean Finotti from seat #5, was approved.

Ms. Campagna appointed Sean Finotti to seat #4 which expires in 2026.

On MOTION by Ms. Campagna, seconded by Mr. Shapiro, with all in favor, Appointment of Sean Finotti to Seat #4, was approved.

Ms. Campagna appointed Kelly Evans to seat #5 which expires in 2024.

On MOTION by Ms. Campagna, seconded by Mr. Seney, with all in favor, Appointment Kelly Evans to Seat #5, was approved.

Ms. Campagna noted Sean Finotti's oath will be done next month. Ms. Virgen administered the oath of office to Kelly Evans.

**Mr. Seney left the meeting at 1:33 p.m.*

Mr. Shapiro noted he would like to give up his position as Chairperson to someone more involved and active in the community. Ms. Evans made a motion to make Lori Campagna Chair.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Resignation of Scott Shapiro as Chair & Appointment of Lori Campagna as Chairperson, All Other Board Members keep Same Positions, was approved.

FOURTH ORDER OF BUSINESS

Consideration of District Property Conveyance Documents

Ms. Hancock noted these are general conveyance documents for some of the common areas that are ready to be executed. Ms. Vander Mead noted Landmark Engineering needs to be changed to Landmark Engineering and Surveying.

On MOTION by Mr. Shapiro, seconded by Ms. Campagna, with all in favor, the District Property Conveyance Documents, were approved as amended.

FIFTH ORDER OF BUSINESS

**Ratification of Audit Services Engagement
Letter for Fiscal Year 2024 Audit Services
with Grau & Associates**

Ms. Virgen noted this proposal is in line with the contract that was approved for the four- year Grau & Associates audit services. It has been signed and they are looking for a motion to ratify.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2024 Audit Services with Grau & Associates, was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock had nothing new to report.

B. Engineer

Ms. Vander Mead asked if there were any questions on the area of depression asphalt on Trotters Way. Mr. Bailey received a quote for \$36,260 to deal with the depression on Trotter's Way to make sure the road would be up to county standards. Ms. Vander Mead confirmed with the contractor the majority of the cost is because to quickly restore back the roads, per Polk County they have to use flowable fill 7 ft deep and width of the road 25 ft plus the cost of asphalt that goes from curb to curb. Flowable fill is for compaction over the sanitary pipe and manhole. The cost of concrete and asphalt is the majority of the cost. Ms. Burns asked if any of this would be under the warranty from the original site contractor who did the roads. Ms. Vander Mead doesn't think so as it has been a year. Mr. Shapiro asked to have the original site contractor come out and review it. Table until Allen speaks with the contractor (Tucker) and gets more information and maybe another proposal.

C. Field Manager's Report

Mr. Bailey presented the field manager's report on page 59 of the agenda package.

i. Update Regarding Hurricane Repairs

Mr. Bailey reviewed hurricane repairs in the Field Manager's Report on page 59 of the agenda.

ii. Consideration of Proposal for Road Repair on Trotters Way

The proposal was tabled until more information is received from contractor and an additional proposal.

D. District Manager's Report**i. Approval of Check Register**

Ms. Virgen presented the check register from August 13th through October 4th totaling \$416,763.79 on page 88 of the agenda. Immediately following is the detailed run summary.

On MOTION by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Check Register totaling \$416,763.79, was approved.

ii. Balance Sheet and Income Statement

Ms. Virgen stated the balance and income statement is on page 75 of the agenda package.

SEVENTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

Ms. Campagna noted CPI is working on the erosion on Yellow Trail, will get an update from Sean with a timeframe. This is work that Lennar is doing, not the CDD. The concrete at the culvert and the back road will be addressed Wednesday – Friday. The conduit was completed for the streetlights. Lakeland came out. One more repair needs to be fixed and Lakeland will come out again. It is 100% going to be back into Lakelands hands. The screens on the garages and loud music violations go to the HOA. Ms. Virgen noted the landowner's election was announced at a previous meeting. The instructions were there, a proxy and a sample ballot. Three seats are up for landowner's election in November, seats 1, 2, and 5. The way it works is each landowner who owns a fraction of an acre or an acre is entitled to one vote per seat that is up for election. The requirements for candidates are 18 years of age and citizen of the US. The two candidates that receive the highest number of votes will have 4-year terms and the third highest number receives a 2-year term. She noted they are looking for a way that hopefully everyone in the community will benefit from the parking policy and once those parking rules are established, they can enforce the parking rules with a towing vendor. Ms. Burns explained after the District has been established for at least 6 years and has 250 registered voters, it transitions to where the seats have to be filled by a resident elector. That threshold has not been met yet. Eventually all 5 seats will transition to residents. Ms. Burns noted fishing is allowed by residents for catch and release only. Polk County does mosquito control. Ms. Virgen noted HOA is responsible for anything

that the homeowner owns. The CDD is responsible for all of the common areas, amenities, roadways & maintenance of the roadways. Public safety matters are handled by local law enforcement. The CDD does not have policing power. Mr. Bailey noted the new lift station is going to have Vortex pumps. The area behind Yellow Trail and Tenoroc where wetlands exceed past the fence, green growth is coming back and it's being monitored. Ms. Virgen noted the meeting hours can be changed but set by the Board. The seats currently are held by representatives of the developer so these are their working hours. Once residents are on Board, they will work with the Board then to work on a schedule that is good for everyone. Emergency vehicles will run through vehicles on the road to make it to the emergent location.

NINTH ORDER OF BUSINESS**Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

Audience Comments:

- Aimee Porras – Concerned emergency vehicles not getting to her house in a timely manner due to parking issue. Infuriated with answer she received today. Ms. Campagna noted 3 parking options were presented. Residents were against the last option. The Board decided to get a better decision from residents what would be in the best interest of the community & agreed to have community input when they get community members on the Board which will potentially be next month. Ms. Burns noted by Florida Law the CDD cannot tow unless there is a policy presented to the Board, a public hearing conducted, and signage in place, which usually takes about 90 days. Regarding public safety, it doesn't matter who owns the roads, the police are supposed to handle that.
- Resident – Asked if there is a plan for the big grassy area and could it ever be turned into parking. Overnight parking issue. Ms. Campagna noted that is utilities right of way so can't be roadway. There is no adopted policy in place for towing overnight.

- Mark Pagan (2199 Old Mining) HOA states no commercial vehicle parking overnight but if it's happening the person complaining needs to report it to the HOA for something to be done.
- Abby Morrobel -Spoke on 3 proposed parking plans. Who to call for towing on weekends? Ms. Burns noted to send her an email. To be clear it's for the grass common areas only. There is a map on the CDD website showing exactly where you can't park. District staff will resend an email blast with the parking policy.
- Resident – Commented on blocking driveways. Residents build fences with a gate towards the street, that is not a driveway and not a right of way to that property. Asked for the link to the CDD website.
- Resident (4328 Trotters Way) Handicap lift in pool is broken. Allen is waiting on parts to come in for the seal. Still 2 chairs missing in pool area. Ms. Virgen noted its being addressed.
- Resident - Who updates the calendar on the website? Meeting is not on calendar. Ms. Virgen noted the meeting is there.
- Mark Brown (1604 Red Loop) Regardless of what is said in meetings it is an adversarial relationship. Ms. Campagna noted it's about the community as a whole and making the best decision for the community.
- Resident – Asked about a trespass authorization for the common areas. Ms. Burns noted there is a trespass authorization only for the amenities. The discrepancy is if they view the stormwater ponds as an amenity or not.
- Resident – Back-to-back with wetlands. She is supposed to have an easement on the back. HOA says no that the fence has to go back to the property line because there are no common areas behind her.

SECTION V

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Saddle Creek Preserve of Polk County Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

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

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024.

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

Secretary/ Assistant Secretary

Print Name: _____

Chair/ Vice Chair

Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI

FACILITY USE AGREEMENT

Saddle Creek Preserve of Polk County CDD and the undersigned Resident(s)/Responsible Party hereby agree on the use of the facility as specified below, including compliance with the Additional Provisions attached hereto, at no rental cost to the party making such request.

REQUESTED FACILITY: Open Space Tract G Area on Yellow Trail

NAME OF RESIDENT RESERVING FACILITY: Erica Miro PURPOSE OF MEETING: Neighborhood Potluck Event

RESIDENT'S HOME ADDRESS: 1952 Red Loop, Lakeland, Florida 33801

PHONE NO. 407-577-8152 EMAIL: ericamiro@gmail.com

ALCOHOL PLANNED TO BE SERVED/CONSUMED? NO ALCOHOL PLANNED TO BE SOLD? NO

DAYS / DATES / TIMES REQUESTED (INCLUSIVE OF SET-UP AND CLEAN-UP TIME) (attach additional sheets as necessary)

Day of the Week	Date	Start Time	End Time	CDD Approval (DM initials)
Saturday	11/16/2024	12:00 PM	8:00 PM	MV

Resident(s)/Responsible Party agrees to leave the area in the same condition and set-up as prior to event.

- 1. Remove all event garbage from the area entirely
- 2. Take down any party displays or materials, tables, tents, etc. and remove from the premises.

Resident(s)/Responsible Party:

Erica Miro Please Print Name DocuSigned by: 485CFAE7C9E14DF... Signature 2024-11-01 Date Signed

Saddle Creek Preserve of Polk County CDD:

DocuSigned by: Monica Virgen 93E2B39796F04E0... District Manager, on behalf of District 2024-11-01 Date Signed

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager. NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

ADDITIONAL PROVISIONS

- 1) Reservations can be made through the District Manager's Office. Reservations will be on a first come first serve basis. Reservations must be made by at least one person who will act as the Responsible Party.
- 2) Reservations for all facilities include the use of the facility, tables, chairs and restrooms only. Use of other equipment will be based on availability and subject to additional fees. The District may decline or approve in its absolute and sole discretion.
- 3) Reservations are available between the hours of 9:00 a.m. and 11:00 p.m., with the exception of New Years' Eve, New Years' Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day and Easter or if special arrangements have been approved by management. Reservations for the pool areas include a non-exclusive right, and other residents are permitted to use the pool areas at the same time as the reservation. Reservation time frames are inclusive of set-up and break down times with the facility cleared of all attendees.
- 4) The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes. All noise must conclude by 10 p.m. No exceptions.
- 5) The Responsible Party must be present at the function during the entire period of the rental.
- 6) No admission fees whatsoever shall be collected by any person unless it is part of an approved CDD event or activity, or otherwise approved by the CDD.
- 7) Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the function takes place and agrees that after the function those items shall be in the same condition as prior to the function (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Responsible Party.
- 8) Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the function. The CDD shall not be responsible for property, supplies or equipment brought by the Responsible Party or any person attending the function. Responsible Party and persons attending the function use CDD facilities at their own risk. The CDD reserves the right to retain a security guard or guards for the function at Responsible Party's expense if the CDD, in its sole and unrestricted discretion, deems it desirable.
- 9) The CDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond the CDD's control. In the event the CDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.
- 10) When alcohol is planned to be served/consumed or sold at a function, the Responsible Party shall be required to procure Special Events insurance coverage which shall include, at a minimum, the following coverage:
 - Property Damage in the amount of Two Hundred Fifty Thousand Dollars (**\$250,000**);
 - Personal Injury in the amount of One Million Dollars (**\$1,000,000**);
 - Alcohol Rider

Such insurance policy shall name the Saddle Creek Preserve of Polk County Community Development District and its staff, consultants, officers, agents and supervisors as additional insured parties, and shall provide that no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the CDD. A certificate evidencing compliance with insurance requirements must be provided to the District prior to the first event. The Responsible Party shall be solely responsible for ensuring that alcohol is served and/or consumed in a safe and lawful manner and in compliance with all applicable laws, regulations, and policies. **Alcohol may only be sold by a person holding the proper licensure required by Florida law.**

- 11) The CDD may require additional insurance or greater insurance limits in the CDD's sole discretion, even if alcohol is not to be served or consumed, depending on the nature of the event, the number of attendees anticipated to attend the function, and the number of non-residents planned to attend the function.

SECTION VII

FACILITY USE AGREEMENT

Saddle Creek Preserve of Polk County CDD and the undersigned Resident(s)/Responsible Party hereby agree on the use of the facility as specified below, including compliance with the Additional Provisions attached hereto, at no rental cost to the party making such request.

REQUESTED FACILITY: Open Space Tract G Area on Yellow Trail

NAME OF RESIDENT RESERVING FACILITY:

Keshia Mallard

PURPOSE OF MEETING:

Neighborhood Movie Night

RESIDENT'S HOME ADDRESS:

1803 Yellow Trail, Lakeland, Florida 33801

PHONE NO. 862-279-9202

EMAIL: keshia145@yahoo.com

ALCOHOL PLANNED TO BE SERVED/CONSUMED? NO

ALCOHOL PLANNED TO BE SOLD? NO

DAYS / DATES / TIMES REQUESTED (INCLUSIVE OF SET-UP AND CLEAN-UP TIME)
(attach additional sheets as necessary)

Day of the Week	Date	Start Time	End Time	CDD Approval (DM initials)
Friday	11/22/2024	6:00 PM	9:00 PM	MV

Resident(s)/Responsible Party agrees to leave the area in the same condition and set-up as prior to event.

- 1. Remove all event garbage from the area entirely
- 2. Take down any party displays or materials, tables, tents, projectors, etc. and remove from the premises.

Resident(s)/Responsible Party:

Keshia Mallard

Please Print Name

DocuSigned by:

6EE197CCCD8F451

Signature

2024-11-01

Date Signed

Saddle Creek Preserve of Polk County CDD:

DocuSigned by:

93E2B39796F04E0

District Manager, on behalf of District

2024-11-01

Date Signed

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

ADDITIONAL PROVISIONS

- 1) Reservations can be made through the District Manager's Office. Reservations will be on a first come first serve basis. Reservations must be made by at least one person who will act as the Responsible Party.
- 2) Reservations for all facilities include the use of the facility, tables, chairs and restrooms only. Use of other equipment will be based on availability and subject to additional fees. The District may decline or approve in its absolute and sole discretion.
- 3) Reservations are available between the hours of 9:00 a.m. and 11:00 p.m., with the exception of New Years' Eve, New Years' Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day and Easter or if special arrangements have been approved by management. Reservations for the pool areas include a non-exclusive right, and other residents are permitted to use the pool areas at the same time as the reservation. Reservation time frames are inclusive of set-up and break down times with the facility cleared of all attendees.
- 4) The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes. All noise must conclude by 10 p.m. No exceptions.
- 5) The Responsible Party must be present at the function during the entire period of the rental.
- 6) No admission fees whatsoever shall be collected by any person unless it is part of an approved CDD event or activity, or otherwise approved by the CDD.
- 7) Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the function takes place and agrees that after the function those items shall be in the same condition as prior to the function (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Responsible Party.
- 8) Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the function. The CDD shall not be responsible for property, supplies or equipment brought by the Responsible Party or any person attending the function. Responsible Party and persons attending the function use CDD facilities at their own risk. The CDD reserves the right to retain a security guard or guards for the function at Responsible Party's expense if the CDD, in its sole and unrestricted discretion, deems it desirable.
- 9) The CDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond the CDD's control. In the event the CDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.
- 10) When alcohol is planned to be served/consumed or sold at a function, the Responsible Party shall be required to procure Special Events insurance coverage which shall include, at a minimum, the following coverage:
 - Property Damage in the amount of Two Hundred Fifty Thousand Dollars (**\$250,000**);
 - Personal Injury in the amount of One Million Dollars (**\$1,000,000**);
 - Alcohol Rider

Such insurance policy shall name the Saddle Creek Preserve of Polk County Community Development District and its staff, consultants, officers, agents and supervisors as additional insured parties, and shall provide that no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the CDD. A certificate evidencing compliance with insurance requirements must be provided to the District prior to the first event. The Responsible Party shall be solely responsible for ensuring that alcohol is served and/or consumed in a safe and lawful manner and in compliance with all applicable laws, regulations, and policies. **Alcohol may only be sold by a person holding the proper licensure required by Florida law.**

- 11) The CDD may require additional insurance or greater insurance limits in the CDD's sole discretion, even if alcohol is not to be served or consumed, depending on the nature of the event, the number of attendees anticipated to attend the function, and the number of non-residents planned to attend the function.

SECTION IX

SECTION C

Saddle Creek Preserve CDD

Field Management Report



November 19th, 2024

Allen Bailey

Field Manager

GMS

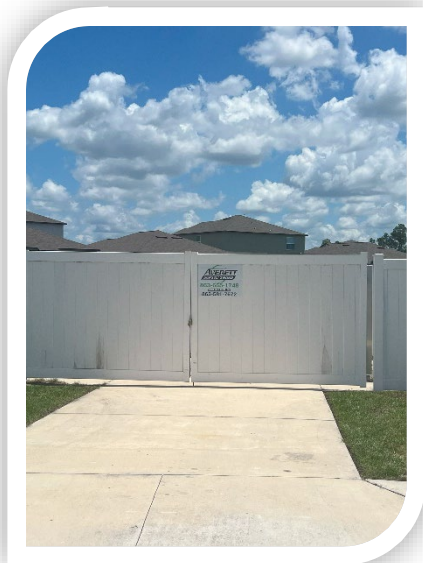
Completed

Red Loop Clearing



✚ The fence line behind the homes on Red Loop have been cleared.

Storm Sediment



✚ The sediment from the hurricane that got into the lift stations has been removed to prevent damage.

Completed

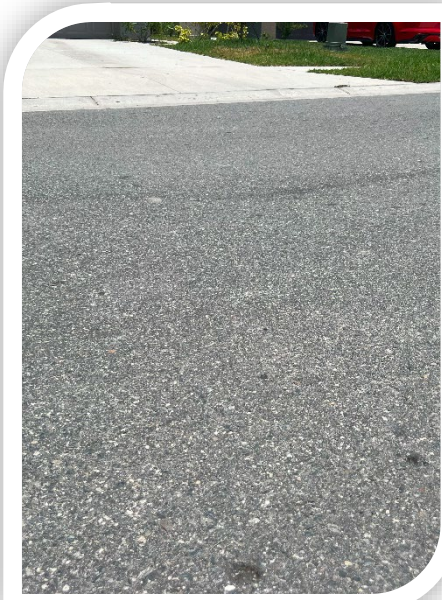
Mailbox Solar Light



✚ The solar light at the mailboxes was reported broken. The maintenance team made corrections to the panel.

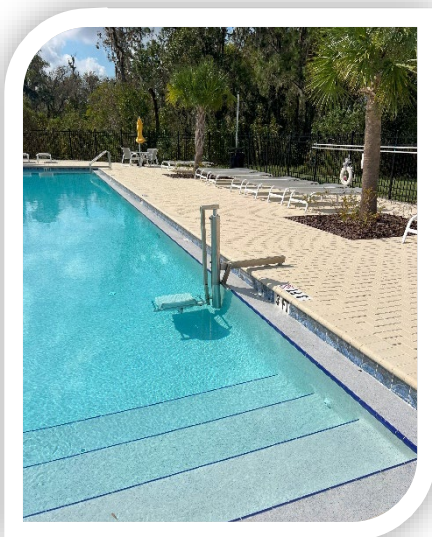
In-Progress

Trotters Way Depression



- ✚ Tucker paving has been contacted after some delay.
- ✚ They are going to review the area and let the board know what option they can give.

Water Activated Lift



- ✚ The new steel bar has been order and is expected to be installed in the next week.

In-Progress

Yellow Trail Sod and Grading



- ✚ The work on Yellow Trail has started.
- ✚ This will address any grading issues that were found.

Review

Amenity Palms



- ✚ The amenity palm trees are doing well.
- ✚ The latest installed palm has established.

Replacement Chairs



- ✚ Two chairs were damaged at the amenity.
- ✚ The style is no longer made. We were given an option with a close design.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424 or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION 1



ET&T Distributors, Inc.

947 Beville Road, Suite 15
South Daytona, FL 32119
386-322-7789 Fax 386-322-4289

Estimate

DATE	ESTIMATE NO.
10/31/24	88079

Certified National Women Owned Business
State of Florida Minority Business Enterprise
www.ettflorida.com

Bill to:	Ship To
Saddle Creek Allen Bailey 4515 Saddle Creek Road Lakeland, FL 33801	Saddle Creek 4515 Saddle Creek Road Lakeland, FL 33801

Customer Phone	Contact	Management Co.	Terms	REP	Job Name
407-841-5524	Allen Bailey	Government Management	50% Deposit	CK-IH	24 OCT Florida Patio - anna...

ITEM	QTY	DESCRIPTION	COST	Total
Florida Patio	2	E-49 Eclipse Dining Chair Frame: White Sling: Grey	231.30	462.60T
Shipping		Shipping Handling - shipping - Good for Seven 7 Days ONLY. Unless otherwise noted shipping charges include STANDARD DELIVERY ONLY! DOES NOT INCLUDE Lift gate or Notify before delivery. SERVICES ARE available at an additional charge.	187.50	187.50
Call Before delivery		Call Before delivery - The shipping company will call you & schedule an appointment to deliver. If you don't have this service, the shipping company will just show up with no prior notice. Contact Name _____ Phone # _____		0.00
Lift Gate with Call...		Truck delivery with lift gate. Does not include offloading.	0.00	0.00
		SALES TAX IS CALCULATED FOR FINAL DESTINATION OF GOODS & SERVICES AND MAY BE ADJUSTED AT TIME OF SHIPPING IF REQUIRED BY LAW.	32.39	32.39

Always be ready to have the time of your life~!	Sales Tax (0.0%)	\$0.00
	Total	\$682.49

Our quotes are normally honored for 30 days. Due to economic supply chain issues, pricing can increase without notice.* Prepay or prearranged terms are necessary to process the order.* *Your signature indicates your agreement to place the order, and approval of colors, quantities, pricing and addresses exactly as they appear on this estimate.*

Signature Required _____ Date _____

Saddle Creek

4515 Saddle Creek Road
Lakeland, FL 33801

E T & T Distributors, Inc.
947 Beville Road Suite 15
S. Daytona, FL 32119



2- Eclipse Dining Chairs

Frame: White

Sling: Grey



SECTION D

SECTION 1

Saddle Creek Preserve Community Development District

Summary of Check Register

October 5, 2024 to November 5, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	10/14/24	446-451	\$ 23,696.38
	10/22/24	452-453	\$ 1,920.00
	10/29/24	454-459	\$ 1,450.00
			<u>\$ 27,066.38</u>
Total Amount			\$ 27,066.38

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/22/24	00001	10/01/24 91381	202410 310-51300-54000	SPECIAL DISTRICT FEE FY25	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000452
10/22/24	00022	10/12/24 10531	202409 310-51300-31500	ATTORNEY SVCS-SEP24	*	1,745.00	
				KILINSKI VAN WYK, PLLC			1,745.00 000453
10/29/24	00025	10/22/24 KE102220	202410 310-51300-11000	SUPERVISOR FEES-10/22/24	*	200.00	
				KELLY ANN EVANS			200.00 000454
10/29/24	00047	10/22/24 2210014-	202409 310-51300-31100	ENGINEERING SVCS-SEP24	*	450.00	
				LANDMARK ENGINEERING & SURVEYING			450.00 000455
10/29/24	00026	10/22/24 LC102220	202410 310-51300-11000	SUPERVISOR FEES-10/22/24	*	200.00	
				LORI CAMPAGNA			200.00 000456
10/29/24	00009	10/22/24 MS102220	202410 310-51300-11000	SUPERVISOR FEES-10/22/24	*	200.00	
				MIKE SENEY			200.00 000457
10/29/24	00036	10/03/24 24799	202410 330-57200-48000	HURRICAN HELENE CLEAN UP	*	200.00	
				MCDONNELL CORPORATION DBA			200.00 000458
10/29/24	00010	10/22/24 SS102220	202410 310-51300-11000	SUPERVISOR FEES-10/22/24	*	200.00	
				SCOTT SHAPIRO			200.00 000459
TOTAL FOR BANK A						27,066.38	
TOTAL FOR REGISTER						27,066.38	

SCPP SAD CREEK PRES CWRIGHT

SECTION 2

Saddle Creek Preserve
Community Development District

Unaudited Financial Reporting
September 30, 2024



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Saddle Creek Preserve

Community Development District

Combined Balance Sheet

September 30, 2024

	General Fund	Debt Service Fund	Capital Reserve	Capital Projects Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account - Truist	\$ 115,906	\$ -	\$ -	\$ -	\$ 115,906
Money Market - Bank United	\$ 250,223	\$ -	\$ -	\$ -	\$ 250,223
Capital Projects Account	\$ -	\$ -	\$ -	\$ 229	\$ 229
State Board Assessment	\$ -	\$ -	\$ 90,854	\$ -	\$ 90,854
Series 2020					
Reserve	\$ -	\$ 156,750	\$ -	\$ -	\$ 156,750
Revenue	\$ -	\$ 143,940	\$ -	\$ -	\$ 143,940
Construction	\$ -	\$ -	\$ -	\$ 2	\$ 2
Series 2022					
Reserve	\$ -	\$ 143,826	\$ -	\$ -	\$ 143,826
Revenue	\$ -	\$ 224,510	\$ -	\$ -	\$ 224,510
Prepaid Expenses	\$ 25,524	\$ -	\$ -	\$ -	\$ 25,524
Total Assets	\$ 391,653	\$ 669,027	\$ 90,854	\$ 231	\$ 1,151,764
Liabilities:					
Accounts Payable	\$ 11,552	\$ -	\$ -	\$ -	\$ 11,552
Total Liabilities	\$ 11,552	\$ -	\$ -	\$ -	\$ 11,552
Fund Balances:					
Assigned for:					
Capital Reserves	\$ -	\$ -	\$ 90,854	\$ -	\$ 90,854
Nonspendable					
Deposits & Prepaid Items	\$ 25,524	\$ -	\$ -	\$ -	\$ 25,524
Restricted for:					
Debt Service - Series 2020	\$ -	\$ 300,690	\$ -	\$ -	\$ 300,690
Debt Service - Series 2022	\$ -	\$ 368,336	\$ -	\$ -	\$ 368,336
Capital Projects - Series 2020	\$ -	\$ -	\$ -	\$ 231	\$ 231
Unassigned	\$ 354,577	\$ -	\$ -	\$ -	\$ 354,577
Total Fund Balances	\$ 380,101	\$ 669,027	\$ 90,854	\$ 231	\$ 1,140,211
Total Liabilities & Fund Balance	\$ 391,653	\$ 669,027	\$ 90,854	\$ 231	\$ 1,151,764

Saddle Creek Preserve

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues</u>				
Assessments - On Roll	\$ 604,543	\$ 604,543	\$ 607,166	\$ 2,623
Interest Income	\$ -	\$ -	\$ 223	\$ 223
Total Revenues	\$ 604,543	\$ 604,543	\$ 607,389	\$ 2,846
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,200	\$ 7,200	\$ 3,600	\$ 3,600
Engineer Fees	\$ 15,000	\$ 15,000	\$ 10,550	\$ 4,450
Dissemination Fees	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Assessment Administration	\$ 5,300	\$ 5,300	\$ 5,300	\$ -
Arbitrage	\$ 900	\$ 900	\$ 2,250	\$ (1,350)
Attorney Fees	\$ 25,000	\$ 25,000	\$ 19,450	\$ 5,550
Audit Fees	\$ 7,500	\$ 7,500	\$ 7,100	\$ 400
Trustee Fees	\$ 8,082	\$ 8,082	\$ 8,081	\$ 1
Management Fees	\$ 45,000	\$ 45,000	\$ 40,124	\$ 4,876
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Postage & Delivery	\$ 500	\$ 500	\$ 779	\$ (279)
Insurance	\$ 6,397	\$ 6,397	\$ 5,758	\$ 639
Copies	\$ 500	\$ 500	\$ 69	\$ 431
Legal Advertising	\$ 3,500	\$ 3,500	\$ 2,812	\$ 688
Other Current Charges	\$ 1,000	\$ 1,000	\$ 522	\$ 478
Office Supplies	\$ 100	\$ 100	\$ 24	\$ 76
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative:	\$ 136,654	\$ 136,654	\$ 117,094	\$ 19,560

Saddle Creek Preserve

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Operations and Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 10,000	\$ 10,000	\$ 11,314	\$ (1,314)
Field Management	\$ 16,695	\$ 16,695	\$ 16,695	\$ -
Landscape Maintenance	\$ 90,000	\$ 90,000	\$ 87,764	\$ 2,236
Landscape Replacement	\$ 25,000	\$ 25,000	\$ 3,605	\$ 21,395
Mitigation Monitoring	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
Lake Maintenance	\$ 13,200	\$ 13,200	\$ 17,350	\$ (4,150)
Streetlights	\$ 45,000	\$ 45,000	\$ 20,837	\$ 24,163
Electric	\$ 5,000	\$ 5,000	\$ 3,895	\$ 1,105
Water & Sewer	\$ 1,000	\$ 1,000	\$ 1,629	\$ (629)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 7,500	\$ 7,500	\$ 3,208	\$ 4,292
Lift Station Maintenance	\$ 35,000	\$ 35,000	\$ 56,952	\$ (21,952)
General Repairs & Maintenance	\$ 10,000	\$ 10,000	\$ 14,114	\$ (4,114)
Contingency	\$ 10,000	\$ 10,000	\$ 11,886	\$ (1,886)
Subtotal Field Expenditures	\$ 295,895	\$ 295,895	\$ 249,249	\$ 46,646
Amenity Expenditures				
Amenity - Electric	\$ 14,400	\$ 14,400	\$ 2,774	\$ 11,626
Amenity - Water	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Internet	\$ 1,082	\$ 1,082	\$ 1,300	\$ (218)
Pest Control	\$ 1,280	\$ 1,280	\$ 1,440	\$ (160)
Janitorial Service	\$ 10,200	\$ 10,200	\$ 7,720	\$ 2,480
Security Services	\$ 15,000	\$ 15,000	\$ 4,581	\$ 10,419
Pool Maintenance	\$ 19,200	\$ 19,200	\$ 16,480	\$ 2,720
Amenity Repairs & Maintenance	\$ 10,000	\$ 10,000	\$ 3,687	\$ 6,313
Contingency	\$ 10,000	\$ 10,000	\$ 631	\$ 9,369
Subtotal Amenity Expenditures	\$ 86,162	\$ 86,162	\$ 38,612	\$ 47,550
Total Expenditures	\$ 518,711	\$ 518,711	\$ 404,956	\$ 113,756
Excess (Deficiency) of Revenues over Expenditures	\$ 85,831		\$ 202,433	
<u>Other Financing Sources/(Uses)</u>				
Transfer In (Out)	\$ (90,708)	\$ (90,708)	\$ (90,708)	\$ -
Total Other Financing Sources/(Uses)	\$ (90,708)		\$ (90,708)	
Net Change in Fund Balance	\$ (4,877)		\$ 111,725	
Fund Balance - Beginning	\$ -		\$ 268,376	
Fund Balance - Ending	\$ (4,877)		\$ 380,101	

Saddle Creek Preserve

Community Development District

Debt Service Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues				
Assessments - Tax Roll	\$ 313,500	\$ 313,500	\$ 314,990	\$ 1,490
Interest	\$ -	\$ -	\$ 17,850	\$ 17,850
Total Revenues	\$ 313,500	\$ 313,500	\$ 332,840	\$ 19,340
Expenditures:				
Interest Expense - 12/15	\$ 98,388	\$ 98,388	\$ 98,388	\$ -
Principal Expense - 6/15	\$ 115,000	\$ 115,000	\$ 115,000	\$ -
Interest Expense - 6/15	\$ 98,388	\$ 98,388	\$ 98,388	\$ -
Total Expenditures	\$ 311,775	\$ 311,775	\$ 311,775	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,725		\$ 21,065	
Fund Balance - Beginning	\$ 118,531		\$ 279,625	
Fund Balance - Ending	\$ 120,256		\$ 300,690	

Saddle Creek Preserve

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues				
Assessments - Direct	\$ 287,653	\$ 287,653	\$ 289,371	\$ 1,718
Interest	\$ -	\$ -	\$ 16,165	\$ 16,165
Total Revenues	\$ 287,653	\$ 287,653	\$ 305,536	\$ 17,883
Expenditures:				
Interest Expense - 12/15	\$ 88,808	\$ 88,808	\$ 88,808	\$ -
Principal Expense - 12/15	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Interest Expense - 6/15	\$ 87,364	\$ 87,364	\$ 87,364	\$ -
Total Expenditures	\$ 286,171	\$ 286,171	\$ 286,171	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,482	\$ -	\$ 19,365	\$ 17,883
Fund Balance - Beginning	\$ 206,054	\$ -	\$ 348,972	\$ -
Fund Balance - Ending	\$ 207,536	\$ -	\$ 368,336	\$ -

Saddle Creek Preserve

Community Development District

Capital Projects Fund - Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ -	\$ -	\$ 0	\$ 0
Expenditures:				
Miscellaneous Expense	\$ -	\$ -	\$ 480	\$ (480)
Total Expenditures	\$ -	\$ -	\$ 480	\$ (480)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (480)	
Fund Balance - Beginning	\$ -		\$ 711	
Fund Balance - Ending	\$ -		\$ 231	

Saddle Creek Preserve

Community Development District

Capital Projects Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 1,114	\$ 1,114
Total Revenues	\$ -	\$ -	\$ 1,114	\$ 1,114
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 23,531	\$ (23,531)
Total Expenditures	\$ -	\$ -	\$ 23,531	\$ (23,531)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (22,417)	
Net Change in Fund Balance	\$ -		\$ (22,417)	
Fund Balance - Beginning	\$ -		\$ 22,417	
Fund Balance - Ending	\$ -		\$ -	

Saddle Creek Preserve

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 146	\$ 146
Total Revenues	\$ -	\$ -	\$ 146	\$ 146
Expenditures:				
Lift Station Improvements	\$ 47,000	\$ 47,000	\$ -	\$ 47,000
Total Expenditures	\$ 47,000	\$ 47,000	\$ -	\$ 47,000
Excess (Deficiency) of Revenues over Expenditures	\$ (47,000)	\$ (47,000)	\$ 146	\$ (46,854)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 90,708	\$ 90,708	\$ 90,708	\$ -
Total Other Financing Sources/(Uses)	\$ 90,708	\$ 90,708	\$ 90,708	\$ -
Net Change in Fund Balance	\$ 43,708		\$ 90,854	
Fund Balance - Beginning	\$ 5,000		\$ -	
Fund Balance - Ending	\$ 48,708		\$ 90,854	

Saddle Creek Preserve

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - On Roll	\$ -	\$ 1,877	\$ 598,983	\$ 1,582	\$ 4,521	\$ -	\$ 3,583	\$ 18	\$ 3,087	\$ 15	\$ (6,500)	\$ -	\$ 607,166
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223	\$ 223
Total Revenues	\$ -	\$ 1,877	\$ 598,983	\$ 1,582	\$ 4,521	\$ -	\$ 3,583	\$ 18	\$ 3,087	\$ 15	\$ (6,500)	\$ 223	\$ 607,389
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ 600	\$ -	\$ -	\$ 600	\$ 600	\$ -	\$ 800	\$ -	\$ 400	\$ -	\$ 600	\$ -	\$ 3,600
Engineer Fees	\$ -	\$ -	\$ -	\$ 2,335	\$ 1,449	\$ 630	\$ -	\$ 750	\$ 675	\$ 2,425	\$ 1,836	\$ 450	\$ 10,550
Dissemination Fees	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 7,500
Assessment Administration	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Arbitrage	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250
Attorney Fees	\$ 1,861	\$ 755	\$ 249	\$ 1,236	\$ 2,043	\$ 2,108	\$ 1,363	\$ 1,206	\$ 3,553	\$ 1,235	\$ 2,095	\$ 1,745	\$ 19,450
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 7,100
Trustee Fees	\$ -	\$ 5,724	\$ -	\$ -	\$ -	\$ 2,357	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,081
Management Fees	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 40,124
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Postage & Delivery	\$ 132	\$ 86	\$ 53	\$ 252	\$ 39	\$ 12	\$ 24	\$ 47	\$ 38	\$ -	\$ 45	\$ 50	\$ 779
Insurance	\$ -	\$ 5,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,758
Copies	\$ -	\$ -	\$ -	\$ -	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ 62	\$ -	\$ -	\$ 69
Legal Advertising	\$ 364	\$ -	\$ 671	\$ -	\$ -	\$ -	\$ -	\$ 666	\$ 735	\$ -	\$ -	\$ 376	\$ 2,812
Other Current Charges	\$ 39	\$ 39	\$ 76	\$ 39	\$ 42	\$ 41	\$ 41	\$ 41	\$ 42	\$ 41	\$ 41	\$ 42	\$ 522
Office Supplies	\$ 0	\$ 4	\$ 1	\$ 0	\$ 3	\$ 3	\$ 1	\$ 4	\$ 1	\$ 3	\$ 0	\$ 2	\$ 24
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Subtotal General & Administrative:	\$ 14,489	\$ 16,585	\$ 5,268	\$ 8,682	\$ 11,901	\$ 9,820	\$ 6,448	\$ 10,533	\$ 9,663	\$ 7,985	\$ 8,836	\$ 6,885	\$ 117,094

Saddle Creek Preserve

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operations and Maintenance													
Field Expenditures													
Property Insurance	\$ -	\$ 10,725	\$ -	\$ -	\$ -	\$ 589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,314
Field Management	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 16,695
Landscape Maintenance	\$ 5,912	\$ 5,912	\$ 5,912	\$ 5,912	\$ 5,912	\$ 7,112	\$ 7,612	\$ 8,612	\$ 8,612	\$ 8,612	\$ 8,612	\$ 9,032	\$ 87,764
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,805	\$ 3,605	\$ (2,805)	\$ -	\$ -	\$ 3,605
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ 1,100	\$ 1,100	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 1,515	\$ 17,350
Streetlights	\$ 1,746	\$ 1,737	\$ 1,737	\$ 1,761	\$ 1,731	\$ 1,731	\$ 1,731	\$ 3,458	\$ 1,729	\$ 1,737	\$ -	\$ 1,737	\$ 20,837
Electric	\$ 323	\$ 304	\$ 386	\$ 388	\$ 335	\$ 352	\$ 313	\$ 658	\$ 192	\$ 319	\$ -	\$ 326	\$ 3,895
Water & Sewer	\$ 101	\$ 106	\$ 106	\$ 101	\$ 101	\$ 101	\$ 455	\$ 106	\$ 106	\$ 115	\$ 119	\$ 115	\$ 1,629
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,141	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ -	\$ -	\$ 1,324	\$ 303	\$ -	\$ 3,208
Lift Station Maintenance	\$ 1,584	\$ 2,803	\$ 7,414	\$ 3,724	\$ 8,534	\$ 20,389	\$ 10,755	\$ -	\$ 200	\$ 1,025	\$ 525	\$ -	\$ 56,952
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 665	\$ -	\$ 1,090	\$ 4,814	\$ 1,474	\$ 1,378	\$ 3,538	\$ 1,155	\$ 14,114
Contingency	\$ -	\$ -	\$ 1,158	\$ -	\$ -	\$ 161	\$ 161	\$ 8,400	\$ 80	\$ 425	\$ 80	\$ 1,421	\$ 11,886
Subtotal Field Expenditures	\$ 13,298	\$ 24,297	\$ 19,619	\$ 14,792	\$ 20,184	\$ 33,341	\$ 25,243	\$ 31,759	\$ 18,904	\$ 15,036	\$ 16,084	\$ 16,691	\$ 249,249
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,508	\$ 624	\$ -	\$ 642	\$ 2,774
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 130	\$ 130	\$ 1,300
Pest Control	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 1,440
Janitorial Service	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 675	\$ 675	\$ 695	\$ 675	\$ 7,720
Amenity Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,270	\$ 2,311	\$ -	\$ 4,581
Pool Maintenance	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,630	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 16,480
Amenity Repairs & Maintenance	\$ 749	\$ -	\$ -	\$ -	\$ -	\$ 645	\$ -	\$ 285	\$ -	\$ 262	\$ 1,105	\$ 641	\$ 3,687
Contingency	\$ -	\$ 631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 631
Subtotal Amenity Expenditures	\$ 2,947	\$ 2,829	\$ 2,198	\$ 2,198	\$ 2,198	\$ 2,845	\$ 2,200	\$ 2,765	\$ 3,757	\$ 5,406	\$ 5,711	\$ 3,558	\$ 38,612
Total Expenditures	\$ 30,734	\$ 43,710	\$ 27,085	\$ 25,672	\$ 34,283	\$ 46,005	\$ 33,890	\$ 45,057	\$ 32,325	\$ 28,428	\$ 30,632	\$ 27,134	\$ 404,956
Excess (Deficiency) of Revenues over Expenditures	\$ (30,734)	\$ (41,833)	\$ 571,898	\$ (24,090)	\$ (29,762)	\$ (46,005)	\$ (30,308)	\$ (45,038)	\$ (29,238)	\$ (28,413)	\$ (37,132)	\$ (26,911)	\$ 202,433
Other Financing Sources/(Uses)													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (90,708)	\$ (90,708)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (90,708)	\$ (90,708)
Net Change in Fund Balance	\$ (30,734)	\$ (41,833)	\$ 571,898	\$ (24,090)	\$ (29,762)	\$ (46,005)	\$ (30,308)	\$ (45,038)	\$ (29,238)	\$ (28,413)	\$ (37,132)	\$ (117,619)	\$ 111,725

Saddle Creek Preserve

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds

Interest Rate:	2.500%, 3.000%, 4.000%, 4.000%
Maturity Date:	6/15/2050
Reserve Fund Definition	50% Maximum Annual Debt Service
Reserve Fund Requirement	\$156,750
Reserve Fund Balance	\$156,750
Bonds Outstanding - 10/06/2020	\$5,500,000
Less: Principal Payment - 6/15/21	(\$105,000)
Less: Principal Payment - 6/15/22	(\$110,000)
Less: Principal Payment - 6/15/23	(\$115,000)
Less: Principal Payment - 6/15/24	(\$115,000)
Current Bonds Outstanding	\$5,055,000

Series 2022, Special Assessment Revenue Bonds

Interest Rate:	2.625%, 3.100%, 3.350%, 4.000%
Maturity Date:	12/15/2051
Reserve Fund Definition	50% Maximum Annual Debt Service
Reserve Fund Requirement	\$143,826
Reserve Fund Balance	\$143,826
Bonds Outstanding - 02/10/2022	\$5,155,000
Less: Principal Payment - 12/15/22	(\$130,000)
Less: Principal Payment - 12/15/23	(\$110,000)
Current Bonds Outstanding	\$4,915,000

Saddle Creek Preserve
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessments	\$	650,046.00	\$	337,236.00	\$	309,808.00	\$	1,297,090.00
Net Assessments	\$	604,542.78	\$	313,629.48	\$	288,121.44	\$	1,206,293.70

							50%	26%	24%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2020 Debt Service	2022 Debt Service	Total
11/10/23	10/13-10/14/23	\$ 850.30	\$ (44.64)	\$ (16.11)	\$ -	\$ 789.55	\$ 395.69	\$ 205.28	\$ 188.58	\$ 789.55
11/17/23	11/01-11/05/23	\$ 3,141.52	\$ (125.67)	\$ (60.32)	\$ -	\$ 2,955.53	\$ 1,481.19	\$ 768.42	\$ 705.92	\$ 2,955.53
12/8/23	11/13-11/22/23	\$ 18,045.12	\$ (721.81)	\$ (346.47)	\$ -	\$ 16,976.84	\$ 8,508.07	\$ 4,413.88	\$ 4,054.89	\$ 16,976.84
12/21/23	11/23-11/30/23	\$ 1,248,433.68	\$ (49,934.53)	\$ (23,969.98)	\$ -	\$ 1,174,529.17	\$ 588,623.76	\$ 305,370.88	\$ 280,534.53	\$ 1,174,529.17
12/29/23	12/1-12/15/23	\$ 3,885.13	\$ (116.54)	\$ (75.37)	\$ -	\$ 3,693.22	\$ 1,850.88	\$ 960.22	\$ 882.12	\$ 3,693.22
1/16/24	10/01-12/31/23	\$ -	\$ -	\$ -	\$ 3,156.82	\$ 3,156.82	\$ 1,582.06	\$ 820.76	\$ 754.00	\$ 3,156.82
2/9/24	1/1-1/31/24	\$ 9,424.56	\$ (219.88)	\$ (184.09)	\$ -	\$ 9,020.59	\$ 4,520.73	\$ 2,345.30	\$ 2,154.55	\$ 9,020.58
4/10/24	03/01-03/31/24	\$ 7,294.64	\$ -	\$ (145.89)	\$ -	\$ 7,148.75	\$ 3,582.65	\$ 1,858.63	\$ 1,707.47	\$ 7,148.75
5/20/24	01/01/03/31/24	\$ -	\$ -	\$ -	\$ 36.77	\$ 36.77	\$ 18.43	\$ 9.56	\$ 8.78	\$ 36.77
6/28/24	06/03-06/03/24	\$ 6,285.73	\$ -	\$ (125.71)	\$ -	\$ 6,160.02	\$ 3,087.14	\$ 1,601.57	\$ 1,471.31	\$ 6,160.02
7/25/24	04/01-06/30/24	\$ -	\$ -	\$ -	\$ 30.86	\$ 30.86	\$ 15.47	\$ 8.02	\$ 7.37	\$ 30.86
8/16/24	1% Admin Fee	\$ (12,970.90)	\$ -	\$ -	\$ -	\$ (12,970.90)	\$ (6,500.46)	\$ (3,372.36)	\$ (3,098.08)	\$ (12,970.90)
Total		\$ 1,284,389.78	\$ (51,163.07)	\$ (24,923.94)	\$ 3,224.45	\$ 1,211,527.22	\$ 607,165.61	\$ 314,990.16	\$ 289,371.44	\$ 1,211,527.21

100.43%	Net Percent Collected
\$ -	Balance Remaining to Collect