

*Saddle Creek Preserve of Polk County  
Community Development District*

*Meeting Agenda*

*February 25, 2025*

# AGENDA

# *Saddle Creek Preserve of Polk County*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

February 18, 2025

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

Dear Board Members:

A Board of Supervisors Meeting of the **Saddle Creek Preserve of Polk County Community Development District** will be held **Tuesday, February 25, 2025 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:

#### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the January 28, 2025 Board of Supervisors Meeting
4. Public Hearings
  - A. Public Hearing on the Adoption of Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement
    - i. Consideration of Resolution 2025-06 Adopting Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement
    - ii. Consideration of Proposal for Installation of Parking Signage
  - B. Public Hearing on the Adoption of Amended Amenity Rates & Disciplinary Rule
    - i. Consideration of Resolution 2025-07 Adopting Amended Amenity Rates & Disciplinary Rule
5. Consideration of Proposals for Supplemental Planting and Signage in Wetland Mitigation Area
6. Update Regarding Pool Leak at Amenity Center (*requested by Supervisor Morrobel*)
7. Consideration of Request for Community Road Assessment (*requested by Supervisor Morrobel*)
8. Consideration of Request for One-Time Community Clean-Up (*requested by Supervisor Morrobel*)
9. Consideration of Facility Use Agreement for Resident Requested Event in Open Space Area on Yellow Trail on April 19, 2025
10. Presentation of Arbitrage Rebate Report for Series 2022 Project Bonds
11. Ratification of Amended and Restated Engineering Services Agreement
12. Staff Reports
  - A. Attorney
  - B. Engineer

- C. Field Manager's Report
- D. District Manager's Report
  - i. Approval of Check Register (*to be provided under separate cover*)
  - ii. Balance Sheet & Income Statement (*to be provided under separate cover*)
- 13. Other Business
- 14. Supervisors Requests and Audience Comments
- 15. 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 Tuesday, **January 28, 2025** at 1:00 p.m. at The Hampton Inn – Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum:

Lori Campagna	Chairperson
Erica Miro Smith	Vice Chairperson
Kelly Evans <i>by Zoom</i>	Assistant Secretary
Abby Morrobel	Assistant Secretary

Also present were:

Monica Virgen	District Manager, GMS
Grace Rinaldi	District Counsel, Kilinski Van Wyk
Allen Bailey	Field Manager, GMS

*The following is a summary of the discussions and actions taken at the January 28, 2025 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. Three Board members were present constituting a quorum. Ms. Evans participated by Zoom.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Virgen opened the public comment period for agenda items.

- Jared Faniel (4370 Trotters Way) commented about sidewalk maintenance, stated that they cannot walk dogs in front of certain properties. He stated he picks up behind his pet.
- Danielle Joye (4215 Bridal Booster Ln.) asked if the Board can take resident questions at the end of the meeting as well. Ms. Campagna noted public comment is at the beginning and end of the meeting.

- Efrain Napoleoni (4328 Trotters Way) stated that Mr. Faniels dog pooping on his (private) property is an issue.
- Render Woods (1825 Red Loop) Pooping on private property is also an issue on his property. Board member noted this should be addressed with the HOA.
- Marie Betsman (2090 Old Mining Rd) Commented on speeding and unsupervised children on roadways.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the December 17, 2024 Board of Supervisors Meeting**

Ms. Virgen presented the minutes from the December 17, 2024 Board of Supervisors meeting. District Counsel provided an update on page 3 of the minutes where it says a violation of policies including failing to reimburse the District up to \$500 will be redacted from the minutes.

On MOTION by Ms. Campagna, seconded by Ms. Morrobel, with all in favor, the Minutes of the December 17, 2024 Board of Supervisors Meeting, were approved as amended.

**FOURTH ORDER OF BUSINESS**

**Review of Parking Plans and Implementation Process *(requested by & notes/map provided by Supervisor Erica Miro Smith)***

**A. Consideration of Proposal for Purchase and Installation of Parking Rules Signs within the Community**

Ms. Virgen stated they had some recommendations that Supervisor Miro Smith put together based on a map from last year. She reviewed the recommendations for the Board. The map and a proposal for signs are in the agenda package for review. Ms. Campagna recommended holding off another month or two until the Board is resident controlled. No action was taken by the Board at this time.

**FIFTH ORDER OF BUSINESS**

**Discussion Regarding Landscape Enhancements at Community Entrance *(requested by Supervisor Erica Miro Smith)***

Ms. Virgen noted refreshing the landscape enhancements at the entrances will be done in the Spring. Mr. Bailey will bring a proposal to the next meeting. No action was taken by the Board at this time.

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Lennar Completion of Work at District *(requested by Supervisor Erica Miro Smith)***

Ms. Campagna stated they will have a full update next month. No action was taken by the Board at this time.

**SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Residents Disposing of Personal Trash on CDD Property *(requested by Supervisor Miro Smith)***

Ms. Virgen noted there was a problem with a resident disposing personal trash on a construction site. That trash was then moved onto CDD property. The CDD incurred fees for removing and disposing of that personal trash. This is an update that if you are disposing your personal trash on private property and it lands on CDD property, the CDD will incur fines to remove and dispose of that.

**EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Pond Maintenance *(requested by Supervisor Morrobel)***

Ms. Morrobel commented on pond levels being very low and aesthetically not pretty. Ms. Rinaldi noted the ponds are part of the stormwater management system and the District Engineer would be needed to talk about water levels. Unless there is rain in them, it is not abnormal for them to be low to be dry retention ponds. The ponds are not for aesthetics.

**NINTH ORDER OF BUSINESS**

**Discussion Regarding Sidewalk Maintenance throughout the Community *(requested by Supervisor Morrobel)***

Ms. Morrobel will get with Mr. Bailey on the sidewalk cracks. Ms. Virgen noted if residents see any cracks in the sidewalks to contact them to get it to field staff.

**TENTH ORDER OF BUSINESS**

**Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser**



Ms. Virgen noted this is an annual agreement with Polk County Property Appraiser stating anything that Polk County holds exempt from public record, the District will also hold exempt from public record.

On MOTION by Ms. Campagna, seconded by Ms. Morrobel, with all in favor, the 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of 2025 Contract Agreement with Polk County Property Appraiser**

Ms. Virgen stated this is a yearly agreement with the county allowing the District to place CDD assessments on the Polk County tax roll under the non-ad valorem assessments.

On MOTION by Ms. Campagna, seconded by Ms. Miro Smith, with all in favor, the 2025 Contract Agreement with Polk County Property Appraiser, was approved.

**TWELFTH ORDER OF BUSINESS**

**Presentation of Arbitrage Rebate Report for Series 2020 Project Bonds**

Ms. Virgen noted this report is required by the Trust Indenture showing that the District does not earn more interest than they pay. Page 29 of the agenda package shows a negative arbitrage amount.

On MOTION by Ms. Campagna, seconded by Ms. Morrobel, with all in favor, the Arbitrage Rebate Report for Series 2020 Project Bonds, was approved.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rinaldi had nothing to report but offered to take questions from the Board.

**B. Engineer**

**i. Presentation of Updated 2025 Fee Schedule for District Engineering Services from Landmark Engineering**

Ms. Virgen noted the updated fee schedule is on page 48 of the agenda package.

On MOTION by Ms. Campagna, seconded by Ms. Miro Smith, with all in favor, the Updated 2025 Fee Schedule for District Engineering Services from Landmark Engineering, was approved.

**C. Field Manager’s Report**

Mr. Bailey presented the field manager’s report on page 50 of the agenda package. The leak in the pool has been sealed off. Once the water goes down, the leak will be addressed.

**i. Consideration of Proposal for Road Depression Repair**

**a) Dellar Site Services, LLC**

**b) Tucker Paving, Inc.**

Mr. Bailey presented proposals from Dellar for road depression repair for \$36,260 and Tucker who originally did the work came in at \$18,864. Tucker is doing it for cost, no labor. Ms. Virgen noted this money would come from the capital reserve. Allen will speak with the Tucker representative about a quote for the other spots.

On MOTION by Ms. Morrobel, seconded by Ms. Miro Smith, with all in favor, the Tucker Paving, Inc. Proposal for Road Depression Repair, was approved.

**D. District Manager’s Report**

**i. Approval of Check Register**

Ms. Virgen presented the check register from December 3, 2024 to January 15, 2025 totaling \$44,967.29. Immediately following is the detailed run summary.

On MOTION by Ms. Campagna, seconded by Ms. Miro Smith, with all in favor, the Check Register totaling \$44,967.29, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Virgen stated the unaudited financials are through December 31, 2024. No Board action was required.

**FOURTEENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

**Supervisors Comments:**

Ms. Campagna asked with the Board transitioning for this meeting to be moved to 2:00 p.m. and the other meeting at 1:00 p.m.

On MOTION by Ms. Campagna, seconded by Ms. Morrobel, with all in favor, to Change Meeting Schedule Starting in March – Meetings to Begin at 2:00 p.m. at Same Location, was approved.

**Public Comments:**

Resident (Danielle Joyce) – Commented on meeting time change to 2:00 p.m. and people not being able to stay for the whole meeting due to their kids getting out of school.

Resident – Spoke about the turbidity of the pond on Trotters Way. Mr. Bailey noted that will eventually settle. He will check with the vendor to see what they are doing.

Resident – Asked about policies for a commercial vehicle. Ms. Rinaldi noted the proposed amended rules will be oversized vehicles and gave the definition of an oversized vehicle.

Resident – Asked about the oak tree in front of her house growing overtime could be a problem with the sidewalk. Ms. Campagna noted that would be HOA.

Resident Marcos – Stated residents need an emergency contact for nights & weekends when no one is around. Ms. Virgen suggested sending an email to the amenity access team or to herself.

Resident (Veronica Thomas) – Noted if residents knew what the engineer is working on and when, they could ask the appropriate questions. Ms. Virgen stated the engineer agreement can be provided to anyone who wants it which lists the scope of work for the District Engineer.

Resident (Miguel Morrobel)—Asked who residents contact after hours for parking issues. Ms. Virgen noted right now there are no parking and towing policies for the roadways. There is a parking and towing policy for the green space/open areas.

Resident (Tammy Smith) (Lives at the Corner of Trotters Way & Landmark)—Asked if the new parking policies address the right of way in front of her home. Its between the sidewalk and the roadway. Ms. Virgen noted that is the responsibility of the homeowner & not addressed in

January 28, 2025

Saddle Creek Preserve of Polk County CDD

the parking rules adopted by the District. If people are parking on your private property, you can call the local police dept. The HOA has jurisdiction over private property so reach out to the HOA.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Virgen adjourned the meeting.

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION IV

# SECTION A

# SECTION 1

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt *Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement* (“Rules”), attached hereto as **Exhibit A** and incorporated herein, pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

**WHEREAS**, the District has properly noticed for rule development and rule making regarding the Rules and a public hearing was held at a meeting of the Board on February 25, 2025; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rules for immediate use and application.

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

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein.

**SECTION 2.** The District hereby adopts the Rules, attached hereto as **Exhibit A**.

**SECTION 3.** If any provision of this Resolution or the Rules is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[Continue onto next page]



**PASSED AND ADOPTED** this 25th day of February 2025.

ATTEST:

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

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

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

**Exhibit A:** Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement

**SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENDED AND RESTATED**  
**RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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In accordance with Chapter 190, *Florida Statutes*, and on February 25, 2025, at a duly noticed public meeting, the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property (the “Rule or Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

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**SECTION 1. INTRODUCTION.** The District finds that Oversized Vehicles, Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Rule is intended to provide the District with a means to remove such Oversized Vehicles, Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles which are parked in a manner which violates this Rule. This Rule does not govern parking on private residential lots.

**SECTION 2. DEFINITIONS.**

- A.** *Oversized Vehicle.* As used herein, “Oversized Vehicle” shall mean the following:
  - a. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
  - b. Motor Vehicles with a trailer attached;
  - c. Motor coaches;
  - d. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
  - e. Mobile homes or manufactured homes.
  
- B.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not. This term shall include Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
  
- C.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
  
- D.** *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
  
- E.** *Abandoned/Broken-Down Vehicle.* A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.

- F. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user or attended by its owner or user but kept stationary for a period of an hour or more.
- G. *Tow-Away Zone.* District property for which the District is authorized to initiate a towing and/or removal action.
- H. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

**SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES.** Those areas within the District’s boundaries identified as grass common areas, amenity parking, mailbox parking, and roadways as depicted at **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” for all Oversized Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles (together, “**Tow-Away Zones**”), enforceable subject to the Rules set forth herein.

**SECTION 4. PARKING RULES.**

- A. **OVERNIGHT PARKING.** Vehicles and Vessels of any kind may not Park Overnight in District Tow-Away Zones.
- B. **DAYTIME PARKING.** Vehicles and Vessels may be Parked in Tow-Away Zones on roadways only when actively loading or unloading. Abandoned/Broken-Down Vehicles may not be Parked in Tow-Away Zones at any time. Parking on grass common areas is not permitted at any time.
- C. **MANNER OF PARKING.** Vehicles and Vessels of any kind may not be Parked such that they utilize additional spaces, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District’s property, restrict the normal operation of the District’s business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same. All Parking must comply with all state and local laws and ordinances.

**SECTION 5. TOWING/REMOVAL PROCEDURES.**

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*.
- B. **TOWING/REMOVAL AUTHORITY.** The District may tow/remove any Vehicle or Vessel improperly Parked in a Tow-Away Zone at the owner’s expense. The Vehicle or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.
- C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District Manager is hereby authorized to enter into and maintain an agreement with a firm authorized

by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

- D. AMENITY SUSPENSION.** The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

**SECTION 6. PARKING AT YOUR OWN RISK.** Vehicles, Vessels or Recreational Vehicles may be Parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such vehicles.

**SECTION 7. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES.** The Board in its sole discretion may amend these Rules Related to Overnight Parking and Parking Enforcement from time to time to designate new Tow-Away Zones as the District acquires additional common areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these rules in such areas.

**EXHIBIT A – *Tow Away Zone (highlighted areas)***

Effective date: February 25, 2025

**EXHIBIT A**  
*Tow-Away Zones*

# Saddle Creek



- No Parking on corners
- No overnight parking
- Green Space

\*All corners are intended to be 30ft from stop signs/ corner edges. Minor adjustments can be made based on site conditions.

# SECTION 2



Governmental  
Management Services - CF

Maintenance Services  
Phone: 407-201-1514  
Email:  
Abailey@gmscfl.com

Bill To/District Saddle Creek CDD	Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
No Parking Signs	
Installed 82 signs in designated locations on the map provided	

Qty	Description	Unit Price	Line Total
82	Labor	\$50.00	\$4,100.00
5	Mobilization	\$65.00	\$325.00
5	Equipment		\$175.00
	Materials		\$7,820.00
		Total Due:	\$12,420.00

This Proposal is Valid for 30 days.

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



# Saddle Creek



- No Parking on corners
- No overnight parking
- Green Space

\*All corners are intended to be 30ft from stop signs/ corner edges. Minor adjustments can be made based on site conditions.

# SECTION B

# SECTION 1

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES, RATES, FEES AND CHARGES OF THE DISTRICT; AND 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 government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the amended and restated rules, rates, fees, and charges (“**Amended Amenity Rules**”), attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amended Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board and supersede any prior rules related to amenity facilities previously adopted by the Board.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 25th day of February 2025.

**ATTEST:**

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

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Amended Amenity Rules

**EXHIBIT A**

Amended Amenity Rules

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

**AMENITY POLICIES AND RATES**

**ADOPTED – FEBRUARY 25, 2025<sup>1</sup>**

<sup>1</sup>LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on February 25, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, and dog park, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – means these Amenity Policies and Rates of the Saddle Creek Preserve of Polk County Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – means those rates and fees established by the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – means the Board of Supervisors of the Saddle Creek Preserve of Polk County Community Development District.

**“District”** – means the Saddle Creek Preserve of Polk County Community Development District.

**“District Staff”** – means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – means any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – means a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for those individuals 18 years of age or older may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes”** – means those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

**“Non-Resident”** – means any person who does not own property within the District.

**“Non-Resident Patron”** – means any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth



herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

**“Patron”** – means Residents, Guests, Non-Resident Patrons and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

**“Renter”** – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renter’s shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

**“Resident”** – means any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Non-Resident User Fee shall be paid in full on the anniversary date of application. Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be*

*grounds for suspension or termination of a Household's access and usage privileges.*

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
  - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Facilities must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, gatherings of ten or more people for a common purpose, etc.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Alcohol is also prohibited unless expressly permitted in writing by the District in compliance with these Policies and Florida law. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements, with the exception of the Dog Park. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Unless otherwise posted, swimming is permitted only during designated hours, as posted at the pool. If not posted, swimming is only permitted 30 minutes after dawn through 30 minutes before dusk as required by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool.. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one-on-one by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone. All persons entering the facilities do so at their own risk, regardless of age or ability.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed. Conduct that prevents the District from fostering a familial environment at the pool amenity facilities is prohibited.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (17) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Facilities must first be approved by the District in writing.



## DOG PARK POLICIES

**The Dog Park is restricted to use only by Patrons of the District and their Guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.**

- (1) **Use.** Patrons shall use the Dog Park at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the Dog Park. The District is not responsible for injuries to visiting dogs, their owners, or others using the Dog Park. The Dog Park is exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities. Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park.
- (2) **Hours of Operation.** The Dog Park may be used from sunrise until sunset.
- (3) **Reservations Not Permitted.** The Dog Park is available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use. Play shall be limited to one (1) hour if the Dog Park is at full occupancy and other Patrons are waiting for entry.
- (4) **Supervision.** Patrons must be capable of exerting physical control over their dog(s), and are responsible for the behavior of their dog(s). Dogs must be on leashes at all times, except within the Dog Park area. Dogs inside the Dog park must be under voice control by their handler at all times and continuously supervised with a leash readily available if necessary. If voice control is not possible, do not enter the Dog Park. Dogs may not be left unattended and must be within unobstructed sight of the dog handler. No more than three (3) dogs per handler.
- (5) **Vaccinations.** Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted. Any dogs showing signs of aggression should be removed from the Dog Park immediately. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (7) **Attire.** Proper footwear and clothing should be worn while inside the Dog Park.
- (8) **Food and Toys Prohibited.** Human or dog food inside the Dog Park is prohibited. Dog toys and bones are not permitted inside the Dog Park.
- (9) **Clean Up.** Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).
- (10) **Dog Trainers.** Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (11) **No Smoking.** The Dog Park is a designated “No Smoking” area.

## LAKES AND PONDS POLICIES

Lakes and ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

# SUSPENSION AND TERMINATION OF PRIVILEGES

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: February 25, 2025

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on February 25, 2025 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Saddle Creek Preserve of Polk County Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District,

District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

## **5. Suspension Procedures.**

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

## **8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person

shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall

constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

## USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest, or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120 and 190, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Assignment of Amenity Rights and Privileges



**EXHIBIT A  
AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual Non-Resident User Fee	\$2,500.00-\$4,000.00
Replacement Access Card	\$30.00-\$50.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Reimbursement Fee	Up to \$500.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**SADDLE CREEK PRESERVE OF POLK COUNTY COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Saddle Creek Preserve of Polk County Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Saddle Creek Preserve of Polk County Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron  
State of Florida  
County of \_\_\_\_\_

The foregoing was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)  
Official Notary Public Signature \_\_\_\_\_

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Saddle Creek Preserve of Polk County Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Saddle Creek Preserve of Polk County Community Development District  
Attn: Amenity Access Coordinator  
219 East Livingston Street  
Orlando, Florida 32801  
Telephone: (407) 841-5524  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

**NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.**

**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 and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.**

-----  
**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_ - \_\_\_ Phase \_\_\_ - \_\_\_ Phase \_\_\_ - \_\_\_

New Construction: \_\_\_\_\_ Re-Sale: \_\_\_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_\_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Tenant/Renter: \_\_\_\_\_

# ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- Code Enforcement Officer\*
- Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.\*
- Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.\*
- Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.\*
- Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")\*
- Firefighter certified in compliance with s. 633.408, F.S.
- Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")\*
- Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.\*
- Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.\*
- Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" efforts to protect such information from being accessible through other means available to the public.)
- Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.\*
- Law enforcement personnel including correctional officers and correctional probation officers.\*
- Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor).\*
- Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).\*
- U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")\*
- Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. \*\*
- County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")\*
- Other (list applicable statute): \_\_\_\_\_

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

Residence Address (City, State, Zip): \_\_\_\_\_

Prior/Current Position (for purpose of claiming exemption): \_\_\_\_\_ Years Held: \_\_\_\_\_

Description of Position: \_\_\_\_\_

Signature: _____	Date: _____
If request is submitted instead by the person's employing agency, complete the following:	
Agency: _____	Name/Title: _____

To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. \*Available to both current and former employees. \*\*Florida law does not make this exemption applicable to the spouse or child of a donor or victim.

**EXHIBIT C**  
**ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES**

**Instructions:** All capitalized terms are as defined in the District’s Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners’ names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period.

On this date \_\_\_\_\_, the owners of the property located at:

\_\_\_\_\_ (“Property”) state:

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)\_\_\_\_\_ terminating (date)\_\_\_\_\_. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Devices will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Devices from the District and that Renters have received or have reviewed a copy of the Amenity Policies and Rates, dated February 25, 2025, and updated from time to time, to which they agree to follow and shall be responsible for obtaining the Access Cards from the District and completing required forms.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Saddle Creek Preserve of Polk County Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy, their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Renters acknowledge that this document is subject to public review under Chapter 119, Florida’s Public Records Laws.

\_\_\_\_\_  
Owner Signature (required)

\_\_\_\_\_  
Witness Signature (required)

\_\_\_\_\_  
Owner Printed Name (required)

\_\_\_\_\_  
Witness Printed Name (required)

\_\_\_\_\_  
Co-Owner (if any) Signature (required)

\_\_\_\_\_  
Witness Signature (required)

\_\_\_\_\_  
Co-Owner (if any) Printed Name (required)

\_\_\_\_\_  
Witness Printed Name (required)

# SECTION V



Saddle Creek Rd

546

1

2

Red Loop Rd





December 5, 2024

Allen Bailey  
Field Manager  
GMS- Central Florida  
219 E. Livingston St  
Orlando Florida 32801

**Re: Proposal for Environmental Consulting Services  
Saddle Creek  
Proposal #24-0245**

Dear Mr. Bailey:

Horner Environmental Professionals, Inc. (HEP) herein submits this proposal to perform environmental consulting services for the referenced project. Specifically, HEP will perform the following tasks:

- **Installation of thirteen (13) signs around mitigation areas 1-3**

**The cost for the above services ..... \$750.00**

Invoices will be prepared monthly as a percent complete. If any additional services for unexpected events become necessary, they will be discussed with the Client and added under a separate proposal. This proposal is valid for a period of 30 days from the date of this correspondence. Acceptance of this proposal is acknowledged by your signature below and the return of one signed copy. Please note: this proposal does not include agency/permitting fees.

Please review this information and do not hesitate to contact us if you have any questions.

Sincerely,

**HORNER ENVIRONMENTAL PROFESSIONALS, INC.**

W. Perry Horner  
President

**Proposal Approval:**

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

Approved By (Print Name): \_\_\_\_\_

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

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

**Billing Information:**

Contact Person: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_



December 5, 2024

Allen Bailey  
Field Manager  
GMS- Central Florida  
219 E. Livingston St  
Orlando Florida 32801

**Re: Proposal for Environmental Consulting Services  
Saddle Creek  
Proposal #24-0246**

Dear Mr. Bailey:

Horner Environmental Professionals, Inc. (HEP) herein submits this proposal to perform environmental consulting services for the referenced project. Specifically, HEP will perform the following tasks:

- **Supplemental Planting of impacted mitigation areas M1 and M2**

**The cost for the above services ..... \$3500.00**

Invoices will be prepared monthly as a percent complete. If any additional services for unexpected events become necessary, they will be discussed with the Client and added under a separate proposal. This proposal is valid for a period of 30 days from the date of this correspondence. Acceptance of this proposal is acknowledged by your signature below and the return of one signed copy. Please note: this proposal does not include agency/permitting fees.

Please review this information and do not hesitate to contact us if you have any questions.

Sincerely,

**HORNER ENVIRONMENTAL PROFESSIONALS, INC.**

W. Perry Horner  
President

**Proposal Approval:**

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

Approved By (Print Name): \_\_\_\_\_

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

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

**Billing Information:**

Contact Person: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

# SECTION IX

## 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 Potluck

RESIDENT'S HOME ADDRESS:

1803 Yellow Trail, Lakeland, Florida 33801

PHONE NO. \_\_\_\_\_

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)
<b><u>Saturday</u></b>	<b>04/19/2025</b>	<b>12:00 PM</b>	<b>10:00 PM</b>	<b>MV</b>

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

**Saddle Creek Preserve of Polk County CDD:**

\_\_\_\_\_  
District Manager, on behalf of District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
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.

**For District Use Only:**

Special events insurance coverage required:

YES: \$1,000,000.00 Personal injury  
\$250,000 Property Damage  
Alcohol Rider

YES: Other: \_\_\_\_\_

NO

Admission or other fee approved by CDD:

YES: \$ \_\_\_\_\_

NO



# SECTION X

# **REBATE REPORT**

**\$5,155,000**

**Saddle Creek Preserve of  
Polk County Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022**

**Dated: February 10, 2022  
Delivered: February 10, 2022**

---

**Rebate Report to the Computation Date  
February 10, 2025  
Reflecting Activity To  
February 10, 2025**



**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

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February 14, 2025

Saddle Creek Preserve of Polk County Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$5,155,000 Saddle Creek Preserve of Polk County Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2022

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Saddle Creek Preserve of Polk County Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of January 31, 2026. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 10, 2025 Computation Date  
Reflecting Activity from February 10, 2022 through February 10, 2025

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.131058%	27,329.37	(58,750.10)
Debt Service Reserve Fund	3.705721%	16,047.92	1,483.22
Costs of Issuance Account	0.008944%	0.01	(4.13)
<b>Totals</b>	<b>1.516809%</b>	<b>\$43,377.30</b>	<b>\$(57,271.01)</b>
<b>Bond Yield</b>	<b>3.377437%</b>		
Rebate Computation Credits			(6,356.29)
		<b>Net Rebatable Arbitrage</b>	<b>\$(63,627.30)</b>

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from February 10, 2022, the date of the closing, to February 10, 2025, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of February 10, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 10, 2022 and February 10, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page C-1 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is February 10, 2025.

## DEFINITIONS

### 7. Computation Date

February 10, 2025.

## 8. Computation Period

The period beginning on February 10, 2022, the date of the closing, and ending on February 10, 2025, the Computation Date.

## 9. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## 10. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## 11. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## 12. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## 13. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## 14. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

<b>Funds / Accounts</b>	<b>Account Number</b>
Revenue Account	251737000
Interest Fund	251737001
Sinking Fund Account	251737002
Debt Service Reserve Fund	251737003
Prepayment Account	251737004
Acquisition & Construction Fund	251737005

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of February 10, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 10, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 10, 2025, is the Rebateable Arbitrage.



**\$5,155,000**  
**Saddle Creek Preserve of Polk County Community Development District**  
**(Polk County, Florida)**  
**Special Assessment Bonds, Series 2022**  
**Delivered: February 10, 2022**

<b>Sources of Funds</b>	
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<b>Par Amount</b>	<b>\$5,155,000.00</b>
<b>Net Original Issue Premium</b>	<b>95,123.35</b>
<b>Total</b>	<b>\$5,250,123.35</b>

<b>Uses of Funds</b>	
----------------------	--

<b>Acquisition &amp; Construction Fund</b>	<b>\$4,818,697.10</b>
<b>Debt Service Reserve Fund</b>	<b>143,826.25</b>
<b>Costs of Issuance Account</b>	<b>184,500.00</b>
<b>Underwriter's Discount</b>	<b>103,100.00</b>
<b>Total</b>	<b>\$5,250,123.35</b>

## PROOF OF ARBITRAGE YIELD

\$5,155,000  
Saddle Creek Preserve of Polk County Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022

Date	Debt Service	Present Value to 02/10/2022 @ 3.3774368166%
06/15/2022	62,856.77	62,130.02
12/15/2022	220,513.75	214,344.51
06/15/2023	88,807.50	84,889.42
12/15/2023	198,807.50	186,880.46
06/15/2024	87,363.75	80,758.76
12/15/2024	197,363.75	179,412.62
06/15/2025	85,920.00	76,808.11
12/15/2025	200,920.00	176,629.49
06/15/2026	84,410.63	72,973.37
12/15/2026	199,410.63	169,528.53
06/15/2027	82,901.25	69,307.91
12/15/2027	202,901.25	166,814.45
06/15/2028	81,326.25	65,751.69
12/15/2028	206,326.25	164,043.07
06/15/2029	79,388.75	62,071.12
12/15/2029	204,388.75	157,150.17
06/15/2030	77,451.25	58,561.68
12/15/2030	207,451.25	154,251.13
06/15/2031	75,436.25	55,159.41
12/15/2031	210,436.25	151,316.86
06/15/2032	73,343.75	51,862.94
12/15/2032	2,528,343.75	1,758,155.69
06/15/2033	24,873.75	17,009.43
12/15/2033	169,873.75	114,235.72
06/15/2034	22,445.00	14,843.03
12/15/2034	172,445.00	112,145.21
06/15/2035	19,932.50	12,747.33
12/15/2035	174,932.50	110,015.80
06/15/2036	17,336.25	10,721.78
12/15/2036	177,336.25	107,854.07
06/15/2037	14,656.25	8,765.75
12/15/2037	179,656.25	105,666.13
06/15/2038	11,892.50	6,878.50
12/15/2038	181,892.50	103,457.68
06/15/2039	9,045.00	5,059.22
12/15/2039	184,045.00	101,234.00
06/15/2040	6,113.75	3,307.02
12/15/2040	186,113.75	99,000.02
06/15/2041	3,098.75	1,620.95
12/15/2041	188,098.75	96,760.30
	7,199,856.78	5,250,123.35

Proceeds Summary

Delivery date	02/10/2022
Par Value	5,155,000.00
Premium (Discount)	95,123.35
Target for yield calculation	5,250,123.35

## PROOF OF ARBITRAGE YIELD

\$5,155,000

Saddle Creek Preserve of Polk County Community Development District  
(Polk County, Florida)  
Special Assessment Bonds, Series 2022

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
TERM04	12/15/2042	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2043	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2044	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2045	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2046	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2047	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2048	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2049	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2050	4.000%	3.540%	12/15/2032	100.000	3.5409086%
TERM04	12/15/2051	4.000%	3.540%	12/15/2032	100.000	3.5409086%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
TERM04	12/15/2042	4.000%	3.540%			3.7153415%	0.1744328%
TERM04	12/15/2043	4.000%	3.540%			3.7237630%	0.1828544%
TERM04	12/15/2044	4.000%	3.540%			3.7314065%	0.1904978%
TERM04	12/15/2045	4.000%	3.540%			3.7383700%	0.1974613%
TERM04	12/15/2046	4.000%	3.540%			3.7447358%	0.2038272%
TERM04	12/15/2047	4.000%	3.540%			3.7505736%	0.2096650%
TERM04	12/15/2048	4.000%	3.540%			3.7559427%	0.2150341%
TERM04	12/15/2049	4.000%	3.540%			3.7608937%	0.2199851%
TERM04	12/15/2050	4.000%	3.540%			3.7654705%	0.2245619%
TERM04	12/15/2051	4.000%	3.540%			3.7697108%	0.2288022%

## BOND DEBT SERVICE

\$5,155,000

Saddle Creek Preserve of Polk County Community Development District  
(Polk County, Florida)

Special Assessment Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/10/2022					
06/15/2022			62,856.77	62,856.77	
12/15/2022	130,000	2.625%	90,513.75	220,513.75	283,370.52
06/15/2023			88,807.50	88,807.50	
12/15/2023	110,000	2.625%	88,807.50	198,807.50	287,615.00
06/15/2024			87,363.75	87,363.75	
12/15/2024	110,000	2.625%	87,363.75	197,363.75	284,727.50
06/15/2025			85,920.00	85,920.00	
12/15/2025	115,000	2.625%	85,920.00	200,920.00	286,840.00
06/15/2026			84,410.63	84,410.63	
12/15/2026	115,000	2.625%	84,410.63	199,410.63	283,821.26
06/15/2027			82,901.25	82,901.25	
12/15/2027	120,000	2.625%	82,901.25	202,901.25	285,802.50
06/15/2028			81,326.25	81,326.25	
12/15/2028	125,000	3.100%	81,326.25	206,326.25	287,652.50
06/15/2029			79,388.75	79,388.75	
12/15/2029	125,000	3.100%	79,388.75	204,388.75	283,777.50
06/15/2030			77,451.25	77,451.25	
12/15/2030	130,000	3.100%	77,451.25	207,451.25	284,902.50
06/15/2031			75,436.25	75,436.25	
12/15/2031	135,000	3.100%	75,436.25	210,436.25	285,872.50
06/15/2032			73,343.75	73,343.75	
12/15/2032	140,000	3.100%	73,343.75	213,343.75	286,687.50
06/15/2033			71,173.75	71,173.75	
12/15/2033	145,000	3.350%	71,173.75	216,173.75	287,347.50
06/15/2034			68,745.00	68,745.00	
12/15/2034	150,000	3.350%	68,745.00	218,745.00	287,490.00
06/15/2035			66,232.50	66,232.50	
12/15/2035	155,000	3.350%	66,232.50	221,232.50	287,465.00
06/15/2036			63,636.25	63,636.25	
12/15/2036	160,000	3.350%	63,636.25	223,636.25	287,272.50
06/15/2037			60,956.25	60,956.25	
12/15/2037	165,000	3.350%	60,956.25	225,956.25	286,912.50
06/15/2038			58,192.50	58,192.50	
12/15/2038	170,000	3.350%	58,192.50	228,192.50	286,385.00
06/15/2039			55,345.00	55,345.00	
12/15/2039	175,000	3.350%	55,345.00	230,345.00	285,690.00
06/15/2040			52,413.75	52,413.75	
12/15/2040	180,000	3.350%	52,413.75	232,413.75	284,827.50
06/15/2041			49,398.75	49,398.75	
12/15/2041	185,000	3.350%	49,398.75	234,398.75	283,797.50
06/15/2042			46,300.00	46,300.00	
12/15/2042	190,000	4.000%	46,300.00	236,300.00	282,600.00
06/15/2043			42,500.00	42,500.00	
12/15/2043	200,000	4.000%	42,500.00	242,500.00	285,000.00
06/15/2044			38,500.00	38,500.00	
12/15/2044	210,000	4.000%	38,500.00	248,500.00	287,000.00
06/15/2045			34,300.00	34,300.00	
12/15/2045	215,000	4.000%	34,300.00	249,300.00	283,600.00
06/15/2046			30,000.00	30,000.00	
12/15/2046	225,000	4.000%	30,000.00	255,000.00	285,000.00
06/15/2047			25,500.00	25,500.00	
12/15/2047	235,000	4.000%	25,500.00	260,500.00	286,000.00
06/15/2048			20,800.00	20,800.00	
12/15/2048	245,000	4.000%	20,800.00	265,800.00	286,600.00
06/15/2049			15,900.00	15,900.00	
12/15/2049	255,000	4.000%	15,900.00	270,900.00	286,800.00

## BOND DEBT SERVICE

\$5,155,000

Saddle Creek Preserve of Polk County Community Development District  
(Polk County, Florida)

Special Assessment Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2050			10,800.00	10,800.00	
12/15/2050	265,000	4.000%	10,800.00	275,800.00	286,600.00
06/15/2051			5,500.00	5,500.00	
12/15/2051	275,000	4.000%	5,500.00	280,500.00	286,000.00
	5,155,000		3,418,456.78	8,573,456.78	8,573,456.78

\$5,155,000  
 Saddle Creek Preserve of Polk County Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.377437%)
02/10/22	Beg Bal	-4,818,697.10	-5,328,025.21
04/14/22		487,153.88	535,447.55
04/14/22		119,446.18	131,287.40
04/14/22		366,428.20	402,753.81
04/25/22		10,960.00	12,034.19
05/03/22		19,822.02	21,748.58
05/03/22		51,110.72	56,078.33
05/03/22		4,275.00	4,690.50
05/03/22		146.00	160.19
05/03/22		816,448.49	895,801.69
05/09/22		105,240.00	115,404.17
05/09/22		12,852.40	14,093.70
05/17/22		1,100.00	1,205.34
05/17/22		30,095.00	32,977.05
05/17/22		76,714.56	84,061.13
06/08/22		8,771.40	9,592.63
06/09/22		171,578.04	187,624.80
06/09/22		133,302.51	145,769.57
06/29/22		258,346.13	281,982.66
07/05/22		4,176.13	4,555.67
07/25/22		2,524.48	2,748.79
07/25/22		651.00	708.84
07/25/22		2,920.00	3,179.46
07/25/22		66,900.33	72,844.74
07/28/22		230,378.00	250,778.17
08/02/22		85,515.12	93,052.92
08/10/22		3,010.00	3,272.88
08/24/22		328.50	356.73
08/26/22		30,340.00	32,940.71
09/01/22		32,966.10	35,775.27
09/01/22		301,310.69	326,986.57
09/07/22		117,080.25	126,986.22
09/15/22		-100,000.00	-108,380.14
09/19/22		278.19	301.39
09/19/22		219.00	237.26
09/19/22		7,560.00	8,190.49
09/19/22		30,340.00	32,870.30
09/26/22		36,520.18	39,540.14
09/26/22		30,880.00	33,433.56
10/03/22		2,810.98	3,041.45
10/03/22		2,247.80	2,432.09
10/05/22		50,755.59	54,906.72
10/11/22		18,215.26	19,694.03
11/03/22		9,010.75	9,722.35
11/03/22		782.50	844.30
11/03/22		27,202.35	29,350.58
11/14/22		152,544.26	164,422.69
11/15/22		365.00	393.39

\$5,155,000  
 Saddle Creek Preserve of Polk County Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.377437%)
12/13/22		18,102.03	19,459.04
12/16/22		89,925.00	96,639.21
01/05/23		32,110.00	34,446.54
01/05/23		8,639.19	9,267.83
01/10/23		6,600.00	7,076.97
01/23/23		79,489.91	85,131.44
01/30/23		28,558.00	30,564.90
02/09/23		3,025.00	3,234.87
02/09/23		2,400.00	2,566.51
02/09/23		75,900.37	81,166.23
02/23/23		32,515.00	34,725.59
02/28/23		-420.00	-448.35
03/08/23		382,700.48	408,149.04
03/17/23		15,673.98	16,702.27
03/22/23		4,581.00	4,879.27
04/13/23		31,191.26	33,157.25
04/17/23		124,149.25	131,925.31
05/08/23		-246,957.62	-261,913.54
05/09/23		181,968.78	192,970.98
05/09/23		28,593.41	30,322.22
05/19/23		73.00	77.34
05/30/23		182.50	193.16
07/18/23		73,929.82	77,898.10
08/22/23		-27,300.72	-28,675.27
09/07/23		55,242.84	57,943.32
11/17/23		219.00	228.21
08/19/24		23,312.00	23,685.83
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02/10/25	TOTALS:	27,329.37	-58,750.10
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ISSUE DATE: 02/10/22 REBATABLE ARBITRAGE: -58,750.10  
 COMP DATE: 02/10/25 NET INCOME: 27,329.37  
 BOND YIELD: 3.377437% TAX INV YIELD: 1.131058%

\$5,155,000  
 Saddle Creek Preserve of Polk County Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.377437%)
02/10/22	Beg Bal	-143,826.25	-159,028.44
03/02/22		0.45	0.50
04/04/22		0.74	0.81
05/03/22		0.71	0.78
06/02/22		36.26	39.68
07/05/22		82.79	90.31
08/02/22		144.54	157.28
09/02/22		217.74	236.27
10/04/22		248.73	269.10
11/02/22		325.78	351.54
12/02/22		397.03	427.23
01/04/23		448.55	481.23
02/02/23		477.60	511.07
03/02/23		457.77	488.48
04/04/23		517.46	550.54
05/02/23		522.54	554.49
06/02/23		568.47	601.55
07/05/23		556.40	586.97
08/02/23		581.34	611.75
09/05/23		603.60	633.22
10/03/23		584.51	611.60
11/02/23		605.18	631.52
12/04/23		587.03	610.76
12/22/23		0.14	0.15
01/03/24		606.41	629.23
02/02/24		603.49	624.51
03/04/24		562.20	580.05
04/02/24		599.72	617.15
05/02/24		579.11	594.28
06/04/24		598.70	612.56
07/02/24		579.22	591.09
08/02/24		597.69	608.24
09/04/24		595.25	603.95
10/02/24		556.54	563.21
11/04/24		542.92	547.79
12/02/24		0.01	0.01
12/03/24		506.96	510.13
01/03/25		507.58	509.33
02/04/25		489.01	489.28
02/10/25	Bal	143,826.25	143,826.25
02/10/25	Acc	157.75	157.75
-----			
02/10/25	TOTALS:	16,047.92	1,483.22
-----			

ISSUE DATE: 02/10/22 REBATABLE ARBITRAGE: 1,483.22  
 COMP DATE: 02/10/25 NET INCOME: 16,047.92  
 BOND YIELD: 3.377437% TAX INV YIELD: 3.705721%



\$5,155,000  
 Saddle Creek Preserve of Polk County Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 Costs of Issuance Account

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.377437%)
02/10/22	Beg Bal	-184,500.00	-204,001.34
02/10/22		51,000.00	56,390.61
02/10/22		45,000.00	49,756.42
02/10/22		6,000.00	6,634.19
02/10/22		1,750.00	1,934.97
02/10/22		30,000.00	33,170.95
02/10/22		45,000.00	49,756.42
02/17/22		5,750.00	6,353.63
03/28/22		0.01	0.01
-----			
02/10/25	TOTALS:	0.01	-4.13
-----			

ISSUE DATE:	02/10/22	REBATABLE ARBITRAGE:	-4.13
COMP DATE:	02/10/25	NET INCOME:	0.01
BOND YIELD:	3.377437%	TAX INV YIELD:	0.008944%

\$5,155,000  
 Saddle Creek Preserve of Polk County Community Development District  
 (Polk County, Florida)  
 Special Assessment Bonds, Series 2022  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.377437%)
02/10/23		-1,960.00	-2,095.79
02/10/24		-2,070.00	-2,140.50
02/10/25		-2,120.00	-2,120.00
-----			
02/10/25	TOTALS:	-6,150.00	-6,356.29
-----			

ISSUE DATE: 02/10/22      REBATABLE ARBITRAGE: -6,356.29  
 COMP DATE: 02/10/25  
 BOND YIELD: 3.377437%

# SECTION XI

**AMENDED AND RESTATED CONTINUING PROFESSIONAL ENGINEERING  
SERVICES AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 30th day of January 2025, 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*, situated entirely within Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”); and

**LANDMARK ENGINEERING & SURVEYING CORPORATION**, a Florida corporation, with a business address of 8515 Palm River Road, Tampa, Florida 33619 (the “Engineer”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, at a noticed public meeting on April 26, 2022, the District authorized entering into an agreement for continuing engineering services with Engineer after undertaking a request for qualification procurement (“Original Agreement”); and

**WHEREAS**, Engineer has requested an increase to Engineer’s hourly fee schedule in order to maintain reasonable and competitive rates; and

**WHEREAS**, the parties now desire to amend the Original Agreement to provide for the proposed hourly rate increases and associated amendments to the exhibits to the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**1. SCOPE OF SERVICES.**

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board in writing:

- i. Preparation of any necessary reports and attendance at meetings of the Board.
    - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
    - iii. Any other items requested by the Board.
  - b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
    - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
    - ii. Processing of contractor's pay estimates.
    - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
    - iv. Final inspection and requested certificates for construction including the final certificate of construction.
    - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
    - vi. Any other activity related to construction as authorized by the Board.
  - c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.

**2. REPRESENTATIONS.** Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It will design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and will, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A** (“Work Authorization”). Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**7. SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

**8. BOOKS AND RECORDS.** Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**9. OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire.
- b. Engineer will deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District will indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District will have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. INSURANCE.** Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer will, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties, except with respect to the Worker’s



Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer will pay the cost for that required insurance and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**13. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**14. AUDIT.** Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records will be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

**15. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent that a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars and Engineer will carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL**

**EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

17. **SOVEREIGN IMMUNITY.** Engineer agrees and covenants that nothing in this Agreement will constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. **PUBLIC RECORDS.** Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT MVIRGEN@GMSCFL.COM, OR BY REGULAR MAIL AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**19. EMPLOYMENT VERIFICATION.** Engineer agrees that it will bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**20. E-VERIFY.** Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer will maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District will promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, will promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**21. CONFLICTS OF INTEREST.** Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**22. SUBCONTRACTORS.** Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.

**23. INDEPENDENT CONTRACTOR.** The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer will not have any authority to assume or create any obligation, express or implied, on behalf of the District and

Engineer will have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**24. ASSIGNMENT.** Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**25. THIRD PARTIES.** Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**26. CONTROLLING LAW.** Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Polk County, Florida.

**27. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer will not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer will not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

**29. AMENDMENTS.** 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 and formally approved by the Board.

**30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.

**31. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") will be in writing and will be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the parties, as follows:

- A. If to the District:** Saddle Creek Preserve of Polk County CDD  
c/o Governmental Management Services – CF, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Engineer:** Landmark Engineering & Surveying Corporation  
8515 Palm River Road  
Tampa, Florida 33619  
Attn: Todd Amaden, P.E.

Except as otherwise provided in this Agreement, any Notice will be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**32. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together will constitute but one and the same instrument constituting this Agreement.

**33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

**34. ANTI-HUMAN TRAFFICKING.** Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SADDLE CREEK PRESERVE OF POLK  
COUNTY COMMUNITY DEVELOPMENT  
DISTRICT

DocuSigned by:  
*Lori Campagna*  
D947D880861E4A9...

\_\_\_\_\_  
Chairperson / Vice Chairperson,  
Board of Supervisors

LANDMARK ENGINEERING & SURVEYING  
CORPORATION



By: TODD C. AMADEN

Its: PPSS.

- Exhibit A: Form of Work Authorization
- Exhibit B: Hourly Fee Schedule

**EXHIBIT A**  
**Form of Work Authorization**

Saddle Creek Preserve of Polk County Community Development District  
Polk County, Florida

Subject:           **Work Authorization Number** \_\_\_\_  
                          **Saddle Creek Preserve of Polk County Community Development District**

Dear Chairperson, Board of Supervisors:

Landmark Engineering & Surveying Corporation (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for Saddle Creek Preserve of Polk County Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2025 (“**Engineering Agreement**”) as follows:

**I.       Scope of Work**

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

**II.     Fees**

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ \_\_\_\_\_. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$ \_\_\_\_\_, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

Saddle Creek Preserve of Polk County  
Community Development District

Landmark Engineering & Surveying Corporation

By: \_\_\_\_\_  
      Authorized Representative

By: \_\_\_\_\_  
      Authorized Representative

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

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

**EXHIBIT B**  
**Hourly Fee Schedule**



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

**2025 FEE SCHEDULE**

<b><u>SERVICE</u></b>	<b><u>RATE/HOUR</u></b>
Expert Witness .....	\$ 385
Principal .....	\$ 275
Senior Professional Engineer / Surveyor .....	\$ 220
Professional Engineer / Surveyor .....	\$ 165
Field Engineer .....	\$ 165
Project Coordinator .....	\$ 140
Designer .....	\$ 140
CADD / Drafting .....	\$ 120
Engineering Technician .....	\$ 120
Survey Technician .....	\$ 120
Administrative .....	\$ 90
Survey Field Crew .....	\$ 185
Per Diem/Person .....	\$ 110
Copies & Printing .....	COST
Outside Professional Services, Materials, Photographic Reproductions, Agency Fees, etc. ....	Cost + 15%



# SECTION XII

# SECTION C

# Saddle Creek Preserve CDD

## Field Management Report



February 25<sup>th</sup>, 2025

Allen Bailey

Field Manager

GMS

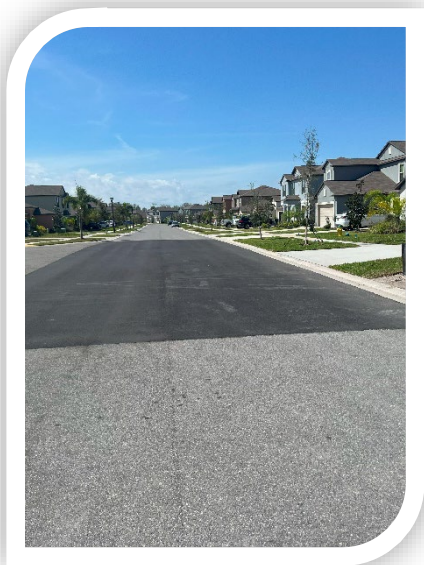
# Completed

## Abandoned Material



- ✚ The district had abandoned items on Old Pasture Rd.
- ✚ These Items have been removed.

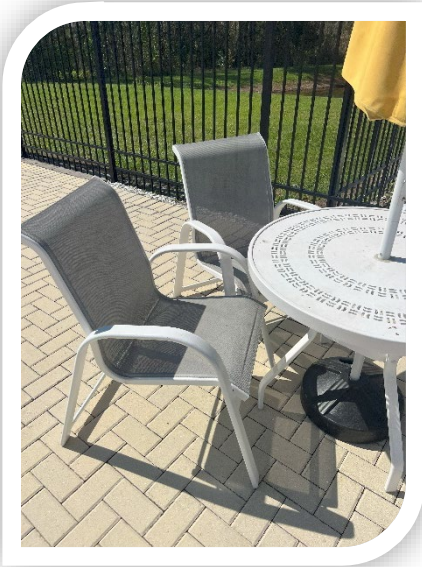
## Old Mining Road Repair



- ✚ The area on Old Mining Rd has been repaired for previous work.

# Completed

## Amenity Chairs



✚ The order replacement chairs have been placed at the pool deck.

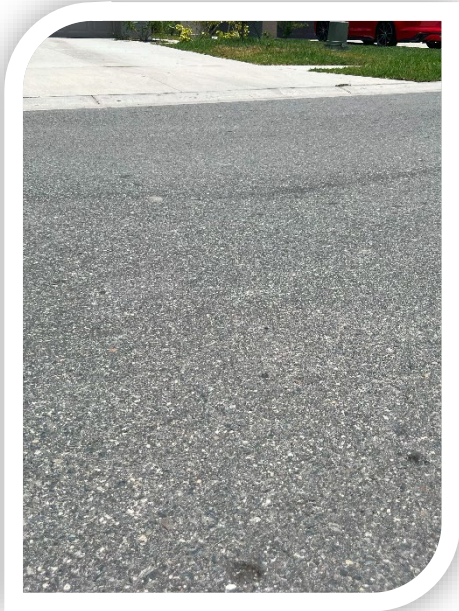
## Amenity Planting



✚ The proposed plants have been installed at the amenity center.

# In-Progress

## Trotters Way Depression



- ✚ Tucker Paving has received the contract and we are waiting on a scheduled start date.

## Amenity Pipes



- ✚ The damaged pipes are being addressed. There were issues with the subcontractor used to do the work, when the original building vendor reached out to them
- ✚ We expect to receive a scheduled start date shortly.

# Review

## Ponds



- ✚ The ponds overall look to be in a healthy state. The turbidity of the large pond on Red Loop is up.
- ✚ We have spoken with the vendor and they are confident in time this will settle and costly treatments are not needed.

## Front Wetlands



- ✚ The front wetlands need new plants installed from previous losses.

# 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](mailto:abailey@gmscfl.com). Thank you.

Respectfully,  
Allen Bailey



# SECTION D

# SECTION 1

*Item will be  
provided under  
separate cover.*

# SECTION 2

*Item will be  
provided under  
separate cover.*