

SALTMEADOWS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 15, 2023

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Saltmeadows Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 8, 2023

Board of Supervisors
Saltmeadows Community Development District

Dear Board Members:

The Board of Supervisors of the Saltmeadows Community Development District will hold a Regular Meeting on May 15, 2023 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Garth Noble [SEAT 1] *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Acceptance of Resignation of Supervisor Jerry Tomberlin [SEAT 4]; *Term Expires November 2026*
5. Consider Appointment to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office to Appointed Supervisor
6. Consideration of Resolution 2023-04, Designating Certain Officers of the District, and Providing for an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

7. Consideration of Resolution 2023-05, Ratifying, Confirming, and Approving the Sale of the Saltmeadows Community Development District Special Assessment Bonds, Series 2022 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Saltmeadows Community Development District Special Assessment Bonds, Series 2022 (Assessment Area One); Determining Such Actions as Being In Accordance with the Authorization Granted by the Board; Providing A Severability Clause; and Providing an Effective Date
8. Consideration of Resolution 2023-06, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
9. Consideration of Resolution 2023-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
10. Consideration of SOLitude Lake Management, LLC, Lake Maintenance Services Agreement
11. Consideration of Resolution 2023-03, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
12. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
13. Ratification of the Acquisition of Phase 1A Stormwater & PVC Sanitary Sewer Pipe Improvements
14. Acceptance of Unaudited Financial Statements as of March 31, 2023
15. Approval of November 21, 2022 Regular Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *ZNS Engineering*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: June 19, 2023 at 12:00 PM

○ QUORUM CHECK

SEAT 1	GARTH NOBLE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	CHRIS TORRES	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	MARTHA SCHIFFER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	JOHN KAKRIDAS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

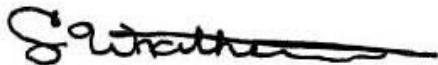
17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

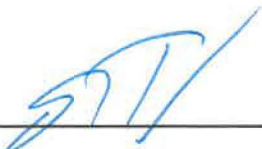
To: Board of Supervisors
Saltmeadows Community Development District
Attn: Craig Wrathell/Kristen Suit, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Jerry L. Tombertlin Jr.
Printed Name

Date: 12-14-22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Saltmeadows Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature 

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit _____ is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2022 (Assessment Area One), in the par amount of \$6,095,000 (“Series 2022 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2022 Bonds on December 21, 2022; and

WHEREAS, as prerequisites to the issuance of the Series 2022 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2022 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2022 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and

affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**District**”) of the Saltmeadows Community Development District (“**Board**”), prior to June 15, 2023, the proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____

HOUR: _____

LOCATION: Courtyard by Marriott
Sarasota University Park/Lakewood Ranch Area
8305 Tourist Center Drive
Sarasota, Florida 34201

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least sixty (60) days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
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**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budegt FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 515,132
Allowable discounts (4%)	-				(20,605)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	494,527
Assessment levy: off-roll	-	-	-	-	73,943
Landowner contribution	736,432	26,464	312,310	338,774	317,916
Total revenues	736,432	26,464	312,310	338,774	886,386
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	46,000	20,000	26,000	46,000	48,000
Legal	25,000	3,276	21,724	25,000	25,000
Engineering	2,000	3,349	-	3,349	15,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	334	666	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	250	49	201	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	-	6,500	6,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Meeting room rental	1,650	200	1,450	1,650	1,650
Contingencies/bank charges	750	346	404	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	15,454
Total professional & administrative	101,940	33,079	70,210	103,289	127,394
Field operations					
Property management	40,392	-	20,196	20,196	40,392
Insurance	30,000	-	15,000	15,000	30,000
Printing, postage & supplies	5,000	-	-	-	-
Landscape maintenance	175,000	-	87,500	87,500	250,000
lanscape replacment/extras	20,000	-	-	-	20,000
irrigation repair	5,000	-	2,500	2,500	5,000
Pond maintenance	15,000	-	8,000	8,000	16,000
Wetland monitoring	8,000	-	8,000	8,000	8,000
Annual exotic plant removal	5,000	-	5,000	5,000	5,000
Lights, sighs & fences	5,000	-	2,500	2,500	5,000
Pressure washing	25,000	-	10,000	10,000	25,000

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budegt FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Streets & sidewalks	2,500	-	1,250	1,250	2,500
Misc. repairs and replacements	10,000	-	-	-	10,000
holiday lights	5,000	-	-	-	5,000
O&M accounting	6,000	-	3,000	3,000	6,000
Utilities					
Electricity	18,000	-	9,000	9,000	18,000
Water (reclaimed)	75,000	-	37,500	37,500	75,000
Streetlights	50,000	-	25,000	25,000	50,000
Amenities					
Pool maintenance	8,000	-	-	-	8,000
Amenity center R&M	3,500	-	-	-	3,500
Court maintenance	10,000	-	-	-	10,000
Tot lot maintenance	5,000	-	-	-	5,000
Janitorial	30,000	-	-	-	30,000
Access control/monitoring	9,000	-	-	-	20,000
Gym equipment lease	-	-	-	-	40,000
Gym equipment repairs	2,500	-	-	-	2,500
Potable water	1,500	-	-	-	1,500
Telephone - pool/clubhouse	1,200	-	-	-	1,200
Electricity - amenity	5,000	-	-	-	5,000
Internet	2,000	-	-	-	2,000
Alarm monitoring	7,000	-	-	-	7,000
Total field operations	584,592	-	234,446	234,446	706,592
Total expenditures	686,532	33,079	304,656	337,735	833,986
Excess/(deficiency) of revenues over/(under) expenditures	49,900	(6,615)	7,654	1,039	52,400
Fund balance - beginning (unaudited)	-	(1,039)	(7,654)	(1,039)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Future repair & replacement*	-	-	-	-	52,400
Unassigned	49,900	(7,654)	-	-	-
Fund balance - ending	<u>\$ 49,900</u>	<u>\$ (7,654)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 52,400</u>

* See schedule on page 5

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***These items will be realized when the CDD takes ownership of the related assets.

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	15,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Meeting room rental	1,650
Contingencies/bank charges	750
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Property management	40,392
Insurance	30,000
Landscape maintenance	250,000
lanscape replacment/extras	20,000
irrigation repair	5,000
Pond maintenance	16,000
Wetland monitoring	8,000
Annual exotic plant removal	5,000
Lights, sighs & fences	5,000
Pressure washing	25,000
Streets & sidewalks	2,500
Misc. repairs and replacements	10,000
holiday lights	5,000
O&M accounting	6,000
Utilities	
Electricity	18,000
Water (reclaimed)	75,000
Streetlights	50,000
Amenities	
Pool maintenance	8,000
Amenity center R&M	3,500
Court maintenance	10,000
Tot lot maintenance	5,000
Janitorial	30,000
Access control/monitoring	20,000
Gym equipment lease	40,000
Gym equipment repairs	2,500
Potable water	1,500
Telephone - pool/clubhouse	1,200
Electricity - amenity	5,000
Internet	2,000
Alarm monitoring	7,000
Total expenditures	<u><u>\$833,986</u></u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE
FUTURE REPAIR & REPLACEMENT
FISCAL YEAR 2024**

Saltmeadows CDD

Build-out analysis based on 561 units

COMPONENT	Est. Useful Life (in years)	Unit of Measure	Unit Cost	Quantity	TOTAL COST	Est. remaining useful life (in years)	Est. replacement cost	Est. fund balance	To be funded	Required funding
Signs, Walls & Fences - Repair Allowance	10	Allowance	\$25,000.00	1	\$ 25,000.00	10	\$ 25,000.00	0	\$ 25,000.00	\$ 2,500.00
Gate Access Control	20	Each	\$10,000.00	3	\$ 30,000.00	20	\$ 30,000.00	0	\$ 30,000.00	\$ 1,500.00
Mail Kiosk	10	Each	\$ 2,075.00	20	\$ 41,500.00	10	\$ 41,500.00	0	\$ 41,500.00	\$ 4,150.00
Tot Lot	20	Each	\$50,000.00	1	\$ 50,000.00	20	\$ 50,000.00	0	\$ 50,000.00	\$ 2,500.00
Sports Courts	10	Each	\$ 5,000.00	4	\$ 20,000.00	10	\$ 20,000.00	0	\$ 20,000.00	\$ 2,000.00
Paving	25	SY	\$ 10.00	65000	\$650,000.00	25	\$650,000.00	0	\$650,000.00	\$26,000.00
Pool Resurfacing	8	Each	\$15,000.00	2	\$ 30,000.00	8	\$ 30,000.00	0	\$ 30,000.00	\$ 3,750.00
Clubhouse Roofing	15	Each	\$30,000.00	2	\$ 60,000.00	15	\$ 60,000.00	0	\$ 60,000.00	\$ 4,000.00
Clubhouse Paint	5	Each	\$10,000.00	2	\$ 20,000.00	5	\$ 20,000.00	0	\$ 20,000.00	\$ 4,000.00
Clubhouse Interior Renovation	10	Allowance	\$10,000.00	2	\$ 20,000.00	10	\$ 20,000.00	0	\$ 20,000.00	\$ 2,000.00
						TOTALS	\$ 946,500.00	\$0	\$946,500	\$52,400.00

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budegt FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 444,571
Allowable discounts (4%)	-				(17,783)
Assessment levy: net	-	\$ -	\$ -	\$ -	426,788
Special assessment: off-roll	-	-	162,394	162,394	-
Interest	-	385	-	385	-
Total revenues	-	385	162,394	162,779	426,788
EXPENDITURES					
Debt service					
Principal	-	-	-	-	90,000
Interest	-	-	117,284	117,284	324,788
Costs of issuance	-	137,967	45,888	183,855	-
Total debt service	-	137,967	163,172	301,139	414,788
Other fees & charges					
Tax collector	-	-	-	-	13,337
Total other fees & charges	-	-	-	-	13,337
Total expenditures	-	137,967	163,172	301,139	428,125
Excess/(deficiency) of revenues over/(under) expenditures	-	(137,582)	(778)	(138,360)	(1,337)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	680,224	-	680,224	-
Underwriter's discount	-	(121,900)	-	(121,900)	-
Original issue discount	-	(50,460)	-	(50,460)	-
Total other financing sources/(uses)	-	507,864	-	507,864	-
Fund balance:					
Net increase/(decrease) in fund balance	-	370,282	(778)	369,504	(1,337)
Beginning fund balance (unaudited)	-	(911)	369,371	(911)	368,593
Ending fund balance (projected)	\$ -	\$ 369,371	\$ 368,593	\$ 368,593	367,256
Use of fund balance:					
Debt service reserve account balance (required)					(206,725)
Principal and Interest expense - November 1, 2024					(160,313)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 218</u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			162,393.75	162,393.75	6,095,000.00
05/01/24	90,000.00	4.625%	162,393.75	252,393.75	6,005,000.00
11/01/24			160,312.50	160,312.50	6,005,000.00
05/01/25	90,000.00	4.625%	160,312.50	250,312.50	5,915,000.00
11/01/25			158,231.25	158,231.25	5,915,000.00
05/01/26	95,000.00	4.625%	158,231.25	253,231.25	5,820,000.00
11/01/26			156,034.38	156,034.38	5,820,000.00
05/01/27	100,000.00	4.625%	156,034.38	256,034.38	5,720,000.00
11/01/27			153,721.88	153,721.88	5,720,000.00
05/01/28	105,000.00	4.625%	153,721.88	258,721.88	5,615,000.00
11/01/28			151,293.75	151,293.75	5,615,000.00
05/01/29	110,000.00	4.625%	151,293.75	261,293.75	5,505,000.00
11/01/29			148,750.00	148,750.00	5,505,000.00
05/01/30	115,000.00	5.250%	148,750.00	263,750.00	5,390,000.00
11/01/30			145,731.25	145,731.25	5,390,000.00
05/01/31	125,000.00	5.250%	145,731.25	270,731.25	5,265,000.00
11/01/31			142,450.00	142,450.00	5,265,000.00
05/01/32	130,000.00	5.250%	142,450.00	272,450.00	5,135,000.00
11/01/32			139,037.50	139,037.50	5,135,000.00
05/01/33	135,000.00	5.250%	139,037.50	274,037.50	5,000,000.00
11/01/33			135,493.75	135,493.75	5,000,000.00
05/01/34	145,000.00	5.250%	135,493.75	280,493.75	4,855,000.00
11/01/34			131,687.50	131,687.50	4,855,000.00
05/01/35	150,000.00	5.250%	131,687.50	281,687.50	4,705,000.00
11/01/35			127,750.00	127,750.00	4,705,000.00
05/01/36	160,000.00	5.250%	127,750.00	287,750.00	4,545,000.00
11/01/36			123,550.00	123,550.00	4,545,000.00
05/01/37	170,000.00	5.250%	123,550.00	293,550.00	4,375,000.00
11/01/37			119,087.50	119,087.50	4,375,000.00
05/01/38	175,000.00	5.250%	119,087.50	294,087.50	4,200,000.00
11/01/38			114,493.75	114,493.75	4,200,000.00
05/01/39	185,000.00	5.250%	114,493.75	299,493.75	4,015,000.00
11/01/39			109,637.50	109,637.50	4,015,000.00
05/01/40	195,000.00	5.250%	109,637.50	304,637.50	3,820,000.00
11/01/40			104,518.75	104,518.75	3,820,000.00
05/01/41	205,000.00	5.250%	104,518.75	309,518.75	3,615,000.00
11/01/41			99,137.50	99,137.50	3,615,000.00
05/01/42	220,000.00	5.250%	99,137.50	319,137.50	3,395,000.00
11/01/42			93,362.50	93,362.50	3,395,000.00
05/01/43	230,000.00	5.500%	93,362.50	323,362.50	3,165,000.00
11/01/43			87,037.50	87,037.50	3,165,000.00
05/01/44	245,000.00	5.500%	87,037.50	332,037.50	2,920,000.00
11/01/44			80,300.00	80,300.00	2,920,000.00
05/01/45	260,000.00	5.500%	80,300.00	340,300.00	2,660,000.00
11/01/45			73,150.00	73,150.00	2,660,000.00
05/01/46	270,000.00	5.500%	73,150.00	343,150.00	2,390,000.00
11/01/46			65,725.00	65,725.00	2,390,000.00
05/01/47	285,000.00	5.500%	65,725.00	350,725.00	2,105,000.00

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/47			57,887.50	57,887.50	2,105,000.00
05/01/48	305,000.00	5.500%	57,887.50	362,887.50	1,800,000.00
11/01/48			49,500.00	49,500.00	1,800,000.00
05/01/49	320,000.00	5.500%	49,500.00	369,500.00	1,480,000.00
11/01/49			40,700.00	40,700.00	1,480,000.00
05/01/50	340,000.00	5.500%	40,700.00	380,700.00	1,140,000.00
11/01/50			31,350.00	31,350.00	1,140,000.00
05/01/51	360,000.00	5.500%	31,350.00	391,350.00	780,000.00
11/01/51			21,450.00	21,450.00	780,000.00
05/01/52	380,000.00	5.500%	21,450.00	401,450.00	400,000.00
11/01/52			11,000.00	11,000.00	400,000.00
05/01/53	400,000.00	5.500%	11,000.00	411,000.00	-
Total	6,095,000.00		6,389,550.02	12,484,550.02	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Phase 1 On-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 41'	121	\$ 1,423.51	\$ 1,228.52	\$ 2,652.03	\$ -
SF 51'	71	1,779.39	1,535.65	3,315.04	-
SF 56'	7	1,957.33	1,689.21	3,646.54	-
SF 61'	95	2,135.26	1,842.78	3,978.04	-
Total	294				

* Assumes that all lots are platted - when information is received from the Sarasota County Property Appraiser in June 2023 the number of platted lots may decrease

Future Phase Off-Roll Assessments
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<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 41'	151	\$ 249.81	\$ -	\$ 249.81	\$ -
SF 51'	116	312.26	-	312.26	-
SF 56'	-	343.49	-	343.49	-
SF 61'	-	374.71	-	374.71	-
Total	267				

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area 8305 Tourist Center Dr, Sarasota, Florida 34201</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2023	Regular Meeting	12:00 PM
November 20, 2023	Regular Meeting	12:00 PM
December 18, 2023	Regular Meeting	12:00 PM
January __, 2024*	Regular Meeting	12:00 PM
February 19, 2024	Regular Meeting	12:00 PM
March 18, 2024	Regular Meeting	12:00 PM
April 15, 2024	Regular Meeting	12:00 PM
May 20, 2024	Regular Meeting	12:00 PM
June 17, 2024	Regular Meeting	12:00 PM
July 15, 2024	Regular Meeting	12:00 PM
August 19, 2024	Regular Meeting	12:00 PM
September 16, 2024	Regular Meeting	12:00 PM

***Exception**

January meeting date is one week _____ to accommodate the Martin Luther King holiday

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

10

LAKE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (“AGREEMENT”) is made and entered into this 15th day of May, 2023, by and between:

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District**”), and

SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company, with a mailing address of 2844 Crusader Circle, Suite 450, Virginia Beach, VA 23453 (“**Contractor**”).

RECITALS

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

WHEREAS, the District currently owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services, including inspection and treatment for control of noxious aquatic weeds and algae, at each of the District's separate stormwater management facilities identified in this Agreement.

WHEREAS, Contractor represents that it is qualified and willing to provide such services, and desires to contract with the District to do so in accordance with the terms and specifications of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. CONTRACTOR’S OBLIGATION.

A. GENERAL OBLIGATIONS. Contractor shall inspect and treat and perform, as necessary, such services as outlined in Contractor’s proposal attached hereto as **Exhibit A** and

incorporated herein by this reference, to each of the ponds identified in the attached **Exhibit B** and incorporated herein by this reference. Contractor shall provide all labor and equipment necessary to complete the services. Further, Contractor shall conduct the services with environmentally safe water management practices and in accordance with all local, state and federal laws, regulations, rules and requirements. To the extent the provisions of this Agreement conflict with any provisions of the Exhibits, this instrument shall control.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE; CARE OF PROPERTY. Contractor agrees, as an independent contractor, to undertake work and/or perform the services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

i. The District hereby designates its District Manager and his or her designee to act as its representative.

ii. The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

iii. Upon the District's request, Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatics maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; BILLING AND PAYMENT.

A. In consideration of the Services to be provided by the Contractor, the District shall pay Contractor One Thousand Three Hundred and Six Dollars (\$1,306.00) per month.

B. Contractor shall invoice the District by the 5th day of each month for services provided pursuant to the terms of this Agreement. Additional services may be provided by Contractor upon explicit, written authorization from the District, evidence by a written addendum, addenda, amendment or a change order thereto, fully executed by both parties. Fees for such additional services are as outlined above and where not provided for, shall be as negotiated between the parties and agreed to in such written amendment. The District shall provide payment within thirty (30) days of receipt of invoices.

SECTION 5. EFFECTIVE DATE AND TERM; RENEWAL. The term of this Agreement shall be from execution through September 30, 2023 unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for four (4) additional one-year periods, unless terminated pursuant to the terms of this Agreement. Any change in compensation or the scope of services must be approved in writing by the parties

SECTION 6. INSURANCE.

A. Contractor and any subcontractor hired by Contractor to perform lake maintenance services shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at least, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, employees and supervisors shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

SECTION 7. COMPLIANCE WITH LAWS. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

SECTION 8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such

claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 12. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest against the District, all as actually incurred.

SECTION 13. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs

incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. NEGOTIATION AT ARMS' LENGTH. This Agreement has been negotiated fully between the parties as an arms' length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 16. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 18. TERMINATION. The District shall have the right to immediately terminate this Agreement at any time with cause, and with thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice mailed to the District at the address written herein stating a failure of the District to perform in accordance with the terms of this Agreement, provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. As the sole means of recovery for termination, Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets that the District may have against Contractor. Contractor shall not be entitled to lost profits or consequential damages of any kind, and, instead, Contractor's sole recourse for termination of this Agreement shall be as set forth in the preceding sentence.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any and all prior verbal and written agreements regarding the subject matter of this Agreement is hereby superseded by this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 21. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 22. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: SOLitude Lake Management, LLC
2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453
Attn: _____

B. If to District: Saltmeadows Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 24. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any purported assignment without such prior written approval shall be null and void.

SECTION 25. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction, in and for Manatee County, Florida.

SECTION 26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Kristen Suit ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010 SUITK@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor 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 has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

SOLITUDE LAKE MANAGEMENT, LLC

Print Name: _____

By: _____
Its: _____

Exhibit A: Contractor's Proposal

Exhibit B: Pond Location Map

Exhibit A: Contractor's Proposal

Monthly pond maintenance of 15 ponds -

Aquatic Weed Control:

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

Shoreline Weed Control:

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

Pond Algae Control:

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

Pond Dye:

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

Service Reporting:

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

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and

analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Exhibit B: Pond Location Map



SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2023-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____ and within Manatee County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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Saltmeadows Community Development District
c/o Craig Wrathell and
Tyler VanSant
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
tvansant@meritagehomes.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Saltmeadows Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____



By: _____

Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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December 20, 2022

Saltmeadows Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Saltmeadows Phase 1A Surface Water
Management System & 10" PVC Sanitary Sewer Pipe Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, dated July 7, 2022 ("**Acquisition Agreement**"), by and between the Saltmeadows Community Development District ("**District**") and Meritage Homes of Florida, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any maintenance bonds or other forms of security required for the turnover of the Improvements to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

MERITAGE HOMES OF FLORIDA, INC.

Name: Chris Torres
Title: Vice Chair

Name: R. Tyler Vansant
Title: VP Land Acq

EXHIBIT A
**Description of Phase 1A Surface Water Management &
Sanitary Sewer PVC Pipe Improvements**

Utilities – The PVC pipe wastewater lines located within or upon the rights-of-way designated as Boggy Creek Place, Richland Gulf Circle, Amelia River Drive, Hudson Shore Lane, Feather River Place, Sand Marsh Avenue, Ginnie Springs Way, and Norris Landing Place, Tract 400 (Lift Station) and the “Public Utility Easements” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 - 134, of the Official Records of Manatee County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts 200, 201, 202, 203, 204, 205 and 206 (Open Space, Private Drainage Easements, Stormwater Retention Areas, Lake Maintenance Easements, Public Flowage Easements, Landscape Buffers, Manatee County Maintenance and Access Easement and Manatee County Flowage Easement), Tracts 300, 301, 302, 303 and 304 (Wetland and Wetland Buffers), and the “Public Drainage Easements,” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 – 134, of the Official Records of Manatee County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Master Engineer’s Report*, dated July 7, 2022, as supplemented from time to time.

Improvement	Phase 1 Total Amount	Phase 1A Amount Paid to Date	Phase 1 Balance to Finish & Retainage
Earthwork (Public Portions Only 80%)	\$3,608,707.20	\$3,171,813.28	\$436,893.92
Surface Water Management	\$2,244,223.28	\$1,343,831.79	\$900,391.49
Sanitary Sewer PVC Pipe	\$2,814,822.08	\$870,182.22	\$1,944,639.86
TOTAL:	\$8,667,752.56	\$5,385,827.29	\$3,281,925.27

**CORPORATE DECLARATION AND AGREEMENT
[PHASE 1A SURFACE WATER MANAGEMENT &
SANITARY SEWER PVC PIPE IMPROVEMENTS]**

I, R. Tyler Vansant, as Vice President of Land Acquisition of Meritage Homes of Florida, Inc., a Florida corporation (“**Developer**”), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is R. Tyler Vansant, and I am Vice President of Land Acquisition of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Saltmeadows Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District’s *Master Engineer’s Report*, dated July 7, 2022, as supplemented from time to time (“**Engineer’s Report**”) describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 19th day of December, 2022.

MERITAGE HOMES OF FLORIDA, INC.



Name: R. Tyler Vansant
Title: VP Land Acq.

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of December, 2022, by Tyler Vansant as VP of Land Acquisition of Meritage Homes, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Stephanie Harris
NOTARY PUBLIC, STATE OF Florida

Name: Stephanie Harris
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
**Description of Phase 1A Surface Water Management &
Sanitary Sewer PVC Pipe Improvements**

Utilities – The PVC pipe wastewater lines located within or upon the rights-of-way designated as Boggy Creek Place, Richland Gulf Circle, Amelia River Drive, Hudson Shore Lane, Feather River Place, Sand Marsh Avenue, Ginnie Springs Way, and Norris Landing Place, Tract 400 (Lift Station) and the “Public Utility Easements” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 - 134, of the Official Records of Manatee County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Master Engineer’s Report*, dated July 7, 2022, as supplemented from time to time.

Improvement	Phase 1 Total Amount	Phase 1A Amount Paid to Date	Phase 1 Balance to Finish & Retainage
Earthwork (Public Portions Only 80%)	\$3,608,707.20	\$3,171,813.28	\$436,893.92
Surface Water Management	\$2,244,223.28	\$1,343,831.79	\$900,391.49
Sanitary Sewer PVC Pipe	\$2,814,822.08	\$870,182.22	\$1,944,639.86
TOTAL:	\$8,667,752.56	\$5,385,827.29	\$3,281,925.27

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
**[PHASE 1A SURFACE WATER MANAGEMENT &
SANITARY SEWER PVC PIPE IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 20 day of December, 2022, by DV Rents, LLC, d/b/a Wilson Site & Utilities (“Contractor”), in favor of the **Saltmeadows Community Development District (“District”)**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Authorization Agreement*, dated January 5, 2022 (“Contract”) and between Contractor and Meritage Homes of Florida, Inc., a Florida corporation (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

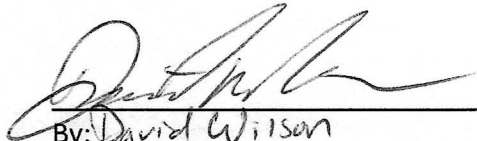
NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$4,602,400.76 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

DV RENTS, LLC, D/B/A WILSON SITE & UTILITIES


By: David Wilson
Its: MOR

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
**Description of Phase 1A Surface Water Management &
Sanitary Sewer PVC Pipe Improvements**

Utilities – The PVC pipe wastewater lines located within or upon the rights-of-way designated as Boggy Creek Place, Richland Gulf Circle, Amelia River Drive, Hudson Shore Lane, Feather River Place, Sand Marsh Avenue, Ginnie Springs Way, and Norris Landing Place, Tract 400 (Lift Station) and the “Public Utility Easements” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 - 134, of the Official Records of Manatee County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts 200, 201, 202, 203, 204, 205 and 206 (Open Space, Private Drainage Easements, Stormwater Retention Areas, Lake Maintenance Easements, Public Flowage Easements, Landscape Buffers, Manatee County Maintenance and Access Easement and Manatee County Flowage Easement), Tracts 300, 301, 302, 303 and 304 (Wetland and Wetland Buffers), and the “Public Drainage Easements,” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 – 134, of the Official Records of Manatee County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Master Engineer’s Report*, dated July 7, 2022, as supplemented from time to time.

Improvement	Phase 1 Total Amount	Phase 1A Amount Paid to Date	Phase 1 Balance to Finish & Retainage
Earthwork (Public Portions Only 80%)	\$3,608,707.20	\$3,171,813.28	\$436,893.92
Surface Water Management	\$2,244,223.28	\$1,343,831.79	\$900,391.49
Sanitary Sewer PVC Pipe	\$2,814,822.08	\$870,182.22	\$1,944,639.86
TOTAL:	\$8,667,752.56	\$5,385,827.29	\$3,281,925.27

DISTRICT ENGINEER'S CERTIFICATE
[PHASE 1A SURFACE WATER MANAGEMENT &
SANITARY SEWER 10" PVC PIPE IMPROVEMENTS]

December 20
_____, 2022

Board of Supervisors
Saltmeadows Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of ZNS Engineering, L.C. ("**District Engineer**"), as District Engineer for the Saltmeadows Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Meritage Homes of Florida, Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated July 7, 2022, as supplemented from time to time ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications for the maintenance of the Improvements are on file with the District, and have been transferred, or are capable of being transferred, to the District for maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

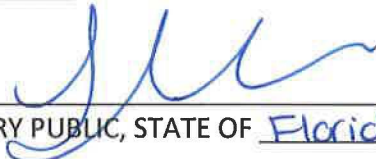
ZNS ENGINEERING, L.C.



Jeb Mulock, P.E.
Florida Registration No. 64692
District Engineer

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of December, 2022, by Jeb Mulock as President of ZNS Engineering, LC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Shaara Johnson
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



EXHIBIT A
**Description of Phase 1A Surface Water Management &
Sanitary Sewer PVC Pipe Improvements**

Utilities – The PVC pipe wastewater lines located within or upon the rights-of-way designated as Boggy Creek Place, Richland Gulf Circle, Amelia River Drive, Hudson Shore Lane, Feather River Place, Sand Marsh Avenue, Ginnie Springs Way, and Norris Landing Place, Tract 400 (Lift Station) and the “Public Utility Easements” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 - 134, of the Official Records of Manatee County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Master Engineer’s Report*, dated July 7, 2022, as supplemented from time to time.

Improvement	Phase 1 Total Amount	Phase 1A Amount Paid to Date	Phase 1 Balance to Finish & Retainage
Earthwork (Public Portions Only 80%)	\$3,608,707.20	\$3,171,813.28	\$436,893.92
Surface Water Management	\$2,244,223.28	\$1,343,831.79	\$900,391.49
Sanitary Sewer PVC Pipe	\$2,814,822.08	\$870,182.22	\$1,944,639.86
TOTAL:	\$8,667,752.56	\$5,385,827.29	\$3,281,925.27

BILL OF SALE AND LIMITED ASSIGNMENT
**[PHASE 1A SURFACE WATER MANAGEMENT &
SANITARY SEWER PVC PIPE IMPROVEMENTS]**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 19 day of Dec., 2022, by and between **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, with an address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 (“**Grantor**”), and for good and valuable consideration, to it paid by the **SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

By: Katrina De Jesus
Name: Katrina De Jesus

[Signature]
Name: R. Tyler Vansant
Title: VP Land Acq

By: [Signature]
Name: Chris Torres

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of December, 2022, by Tyler Vansant as VP of Land Acquisition of Meritage Homes, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Stephanie Harris
NOTARY PUBLIC, STATE OF Florida
Name: Stephanie Harris
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
**Description of Phase 1A Surface Water Management &
Sanitary Sewer PVC Pipe Improvements**

Utilities – The PVC pipe wastewater lines located within or upon the rights-of-way designated as Boggy Creek Place, Richland Gulf Circle, Amelia River Drive, Hudson Shore Lane, Feather River Place, Sand Marsh Avenue, Ginnie Springs Way, and Norris Landing Place, Tract 400 (Lift Station) and the “Public Utility Easements” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 - 134, of the Official Records of Manatee County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts 200, 201, 202, 203, 204, 205 and 206 (Open Space, Private Drainage Easements, Stormwater Retention Areas, Lake Maintenance Easements, Public Flowage Easements, Landscape Buffers, Manatee County Maintenance and Access Easement and Manatee County Flowage Easement), Tracts 300, 301, 302, 303 and 304 (Wetland and Wetland Buffers), and the “Public Drainage Easements,” identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 – 134, of the Official Records of Manatee County, Florida.

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Improvement	Phase 1 Total Amount	Phase 1A Amount Paid to Date	Phase 1 Balance to Finish & Retainage
Earthwork (Public Portions Only 80%)	\$3,608,707.20	\$3,171,813.28	\$436,893.92
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Sanitary Sewer PVC Pipe	\$2,814,822.08	\$870,182.22	\$1,944,639.86
TOTAL:	\$8,667,752.56	\$5,385,827.29	\$3,281,925.27

This instrument was prepared by and
upon recording should be returned to:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 19th day of December 2022, by and between **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, with an address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 ("**Grantor**"), and **SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below ("**Property**"):

Tracts 200, 201, 202, 203, 204, 205 and 206 (Open Space, Private Drainage Easements, Stormwater Retention Areas, Lake Maintenance Easements, Public Flowage Easements, Landscape Buffers, Manatee County Maintenance and Access Easement and Manatee County Flowage Easement), and Tracts 300, 301, 302, 303 and 304 (Wetland and Wetland Buffers), identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 – 134, of the Official Records of Manatee County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations,

conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: This Quit Claim Deed is not intended to convey any improvements located on the Property or Easement areas, which improvements will instead be conveyed by separate bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

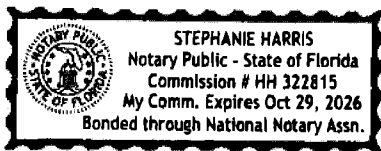
By: Katrina De Jesus
Name: Katrina De Jesus

[Signature]
Name: R. Tyler Vansat
Title: VP Land Acq

[Signature]
By: _____
Name: Chris Torres

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of December, 2022, by Tyler Vansat as VPA Land Acquisition of Meritage Homes, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Stephanie Harris
NOTARY PUBLIC, STATE OF Florida

Name: Stephanie Harris
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**EASEMENT AGREEMENT
[PHASE 1A]**

THIS EASEMENT AGREEMENT is made as of the 19th day of December, 2022, by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, with an address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 ("**Developer**" or "**Grantor**"), and **SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, irrigation improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, Grantor desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described herein; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor hereby grants to the District, its successors, and assigns, in perpetuity, non-exclusive easements for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement of District improvements and over, upon, through and across the lands ("**Easement Areas**") identified below:

- a) "Public Drainage Easements," identified in the plat known as Saltmeadows - Phase 1A, recorded at Plat Book 76, Pages 109 – 134, of the Official Records of Manatee County, Florida.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party

personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Manatee County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

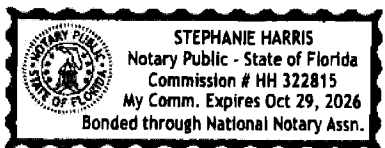
By: Katrina De Jesus
Name: Katrina De Jesus

[Signature]
Name: R. Tyler Vassant
Title: VP Land Acq

By: [Signature]
Name: Chris Torres

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of December, 2022, by Tyler Vassant as VP of Land Acquisition of Meritage Homes, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Stephanie Harris
NOTARY PUBLIC, STATE OF Florida

Name: Stephanie Harris
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[Signatures continue on following page]

Signed, sealed and delivered
in the presence of:

**SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

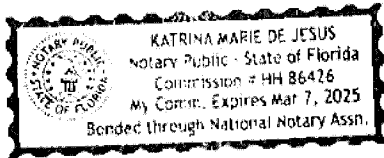
Stephanie Harris
Print Name: Stephanie Harris

Alexis M. McTyre
Print Name: Alexis McTyre

By: [Signature]
Print Name: Chris Torres
Title: Vice Chair

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 19th day of December, 2022, by
Chris Torres as Vice Chairman of the Saltmeadows Community Development
District, who is personally known to me or has produced _____ as
identification.



(NOTARY SEAL)

Katrina De Jesus
NOTARY PUBLIC, STATE OF FLORIDA

Name: Katrina De Jesus
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift
and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 6,458	\$ -	\$ -	\$ 6,458
Investments				
Reserve	-	206,939	-	206,939
Interest	-	117,405	-	117,405
Construction	-	-	28,979	28,979
Cost of issuance	-	48,155	-	48,155
Due from Landowner	7,396	-	-	7,396
Total assets	<u>\$ 13,854</u>	<u>\$ 372,499</u>	<u>\$ 28,979</u>	<u>\$ 415,332</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,653	\$ -	\$ -	\$ 7,653
Due to other	257	-	-	257
Due to Landowner	-	3,128	-	3,128
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,910</u>	<u>3,128</u>	<u>-</u>	<u>17,038</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	7,396	-	-	7,396
Unearned revenue	202	-	-	202
Total deferred inflows of resources	<u>7,598</u>	<u>-</u>	<u>-</u>	<u>7,598</u>
Fund balances:				
Restricted for:				
Debt service	-	369,371	-	369,371
Capital projects	-	-	28,979	28,979
Unassigned	(7,654)	-	-	(7,654)
Total fund balances	<u>(7,654)</u>	<u>369,371</u>	<u>28,979</u>	<u>390,696</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,854</u>	<u>\$ 372,499</u>	<u>\$ 28,979</u>	<u>\$ 415,332</u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 4,380	\$ 26,464	\$ 736,432	4%
Total revenues	<u>4,380</u>	<u>26,464</u>	<u>736,432</u>	4%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	20,000	46,000	43%
Legal	229	3,276	25,000	13%
Engineering	2,244	3,349	2,000	167%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	334	1,000	33%
Trustee	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	-	49	250	20%
Printing & binding	42	250	500	50%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Meeting room rental	-	200	1,650	12%
Contingencies/bank charges	-	346	750	46%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,614</u>	<u>33,079</u>	<u>101,940</u>	32%

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Property management	-	-	40,392	0%
Insurance	-	-	30,000	0%
Printing, postage & supplies	-	-	5,000	0%
Landscape maintenance	-	-	175,000	0%
andscape replacment/extras	-	-	20,000	0%
irrigation repair	-	-	5,000	0%
Pond maintenance	-	-	15,000	0%
Wetland monitoring	-	-	8,000	0%
Annual exotic plant removal	-	-	5,000	0%
Lights, sighs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Streets & sidewalks	-	-	2,500	0%
Misc. repairs and replacements	-	-	10,000	0%
holiday lights	-	-	5,000	0%
O&M accounting	-	-	6,000	0%
Utilities				
Electricity	-	-	18,000	0%
Water (reclaimed)	-	-	75,000	0%
Streetlights	-	-	50,000	0%
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Court maintenance	-	-	10,000	0%
Tot lot maintenance	-	-	5,000	0%
Janitorial	-	-	30,000	0%
Access control/monitoring	-	-	9,000	0%
Gym equipment repairs	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone - pool/clubhouse	-	-	1,200	0%
Electricity - amenity	-	-	5,000	0%
Internet	-	-	2,000	0%
Alarm monitoring	-	-	7,000	0%
Total field operations	-	-	584,592	0%
Total expenditures	<u>6,614</u>	<u>33,079</u>	<u>686,532</u>	5%
Excess/(deficiency) of revenues over/(under) expenditures	(2,234)	(6,615)	49,900	
Fund balances - beginning	<u>(5,420)</u>	<u>(1,039)</u>	-	
Fund balances - ending	<u>\$ (7,654)</u>	<u>\$ (7,654)</u>	<u>\$ 49,900</u>	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date
REVENUES		
Interest and miscellaneous	\$ -	\$ 385
Total revenues	-	385
EXPENDITURES		
Debt service		
Cost of issuance	-	137,967
Total expenditures	-	137,967
Excess/(deficiency) of revenues over/(under) expenditures	-	(137,582)
OTHER FINANCING SOURCES		
Bond proceeds	-	680,224
Underwriters discount	-	(121,900)
Original issue discount	-	(50,460)
Total other financing sources	-	507,864
Net change in fund balances	-	370,282
Fund balances - beginning	369,371	(911)
Fund balances - ending	\$ 369,371	\$ 369,371

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 30
Total revenues	-	30
EXPENDITURES		
Capital outlay	-	5,385,827
Total expenditures	-	5,385,827
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,385,797)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	5,414,776
Total other financing sources/(uses)	-	5,414,776
Net change in fund balances	-	28,979
Fund balances - beginning	28,979	-
Fund balances - ending	\$ 28,979	\$ 28,979

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Saltmeadows Community Development District held a Regular Meeting on November 21, 2022 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Drive, Sarasota, Florida 34201.

Present at the meeting were:

Chris Torres	Vice Chair
Martha Schiffer	Assistant Secretary
Jerry Tomberlin	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Ashley Ligas (via telephone)	District Counsel
Katie Ibarra (via telephone)	KE Law Group, PLLC
Shaara Johnson (via telephone)	Interim District Engineer
Ashton Bligh (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:12 p.m. Supervisors Torres, Schiffer and Tomberlin were present. Supervisors Noble and Kakridas were not present. Ms. Suit noted that she administered the Oath of Office to Mr. Tomberlin prior to the meeting.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisors Noble and Tomberlin (*the following will be provided in a separate package*)

The Oath of Office will be administered to Mr. Noble at or before the next meeting.

- 39 Mr. Tomberlin was already familiar with the following:
- 40 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 41 **B. Membership, Obligations and Responsibilities**
- 42 **C. Chapter 190, Florida Statutes**
- 43 **D. Financial Disclosure Forms**
 - 44 **I. Form 1: Statement of Financial Interests**
 - 45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 46 **III. Form 1F: Final Statement of Financial Interests**
- 47 **E. Form 8B: Memorandum of Voting Conflict**

48

49 **FOURTH ORDER OF BUSINESS**

50 **Consideration of Resolution 2023-01,**
51 **Authorizing the Issuance of its**
52 **Saltmeadows Community Development**
53 **District Special Assessment Bonds, Series**
54 **2022 (Assessment Area One) (the "Series**
55 **2022 Bonds"); Determining Certain Details**
56 **of the Series 2022 Bonds And Establishing**
57 **Certain Parameters for the Sale Thereof;**
58 **Approving the Form of and Authorizing the**
59 **Execution and Delivery of a First**
60 **Supplemental Trust Indenture; Authorizing**
61 **the Negotiated Sale of the Series 2022**
62 **Bonds; Approving the Form of and**
63 **Authorizing the Execution and Delivery of a**
64 **Bond Purchase Contract with Respect to**
65 **the Series 2022 Bonds and Awarding the**
66 **Series 2022 Bonds to the Underwriter**
67 **Named Therein; Approving the Form of**
68 **and Authorizing the Distribution of a**
69 **Preliminary Limited Offering**
70 **Memorandum Relating to the Series 2022**
71 **Bonds and its Use by the Underwriter in**
72 **Connection with the Offering for Sale of**
73 **the Series 2022 Bonds; Approving the**
74 **Execution and Delivery of a Final Limited**
75 **Offering Memorandum Relating to the**
76 **Series 2022 Bonds; Approving the Form of**
77 **and Authorizing the Execution and Delivery**
of a Continuing Disclosure Agreement;

78 Providing for the Application of the Series
 79 2022 Bond Proceeds; Authorizing the
 80 Proper Officials to Do All Things Deemed
 81 Necessary in Connection with the Issuance,
 82 Sale and Delivery of the Series 2022 Bonds;
 83 Making Certain Declarations; Providing an
 84 Effective Date and for Other Purposes
 85

86 Ms. Bligh presented Resolution 2023-01, which accomplishes the following:

- 87 ➤ Authorizes issuance of the Series 2022 Bonds in a not-to-exceed amount of \$7,000,000.
- 88 ➤ Approves the forms of the First Supplemental Indenture, Bond Purchase Contract,
 89 Preliminary Limited Offering Memorandum, Rule 15c2-12 Certificate and Continuing Disclosure
 90 Agreements.

91

92 **On MOTION by Mr. Tomberlin and seconded by Ms. Schiffer, with all in favor,**
 93 **Resolution 2023-01, Authorizing the Issuance of its Saltmeadows Community**
 94 **Development District Special Assessment Bonds, Series 2022 (Assessment Area**
 95 **One) (the "Series 2022 Bonds"); Determining Certain Details of the Series 2022**
 96 **Bonds And Establishing Certain Parameters for the Sale Thereof; Approving the**
 97 **Form of and Authorizing the Execution and Delivery of a First Supplemental**
 98 **Trust Indenture; Authorizing the Negotiated Sale of the Series 2022 Bonds;**
 99 **Approving the Form of and Authorizing the Execution and Delivery of a Bond**
 100 **Purchase Contract with Respect to the Series 2022 Bonds and Awarding the**
 101 **Series 2022 Bonds to the Underwriter Named Therein; Approving the Form of**
 102 **and Authorizing the Distribution of a Preliminary Limited Offering**
 103 **Memorandum Relating to the Series 2022 Bonds and its Use by the**
 104 **Underwriter in Connection with the Offering for Sale of the Series 2022 Bonds;**
 105 **Approving the Execution and Delivery of a Final Limited Offering Memorandum**
 106 **Relating to the Series 2022 Bonds; Approving the Form of and Authorizing the**
 107 **Execution and Delivery of a Continuing Disclosure Agreement; Providing for the**
 108 **Application of the Series 2022 Bond Proceeds; Authorizing the Proper Officials**
 109 **to Do All Things Deemed Necessary in Connection with the Issuance, Sale and**
 110 **Delivery of the Series 2022 Bonds; Making Certain Declarations; Providing an**
 111 **Effective Date and for Other Purposes, was adopted.**

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114 **FIFTH ORDER OF BUSINESS**

**Presentation of First Supplemental
 Engineer’s Report**

115

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117 Ms. Johnson presented the First Supplemental Engineer’s Report dated November 2022.
118 She stated the Report was updated to reflect the correct number of lots in Phase I.

119 Discussion ensued regarding the Development Plan and it was noted that Phase I will be
120 split into Phases IA and IB/1C and Phase II will be split into Phases IIA and IIB, for a total of four
121 plats. Phase IIA, on the northeast portion, will be developed before Phase IIB, on the northwest
122 portion; the phases will not be platted together.

123 Ms. Johnson stated the First Supplemental Engineer’s Report will only include Phase I,
124 which will include Phases IA, IB and IC. Phase IC includes only the Amenity Center area. A
125 separate Supplemental Engineer’s Report will be prepared for Phases IIA and IIB.

126 Discussion ensued regarding updating the Reports for subsequent bond issuances.

127 Ms. Ligas stated any subsequent bond issue will have a Second Supplemental Engineer’s
128 Report and a Second Supplemental Assessment Methodology.

129

130 **SIXTH ORDER OF BUSINESS**

**Presentation of Preliminary First
Supplemental Special Assessment
Methodology Report**

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134 Ms. Suit presented the pertinent data in each Section of the Preliminary First
135 Supplemental Special Assessment Methodology Report and discussed the Capital Improvement
136 Plan (CIP), financing plan, capitalized interest period, bond assignments, lienability tests, True-
137 up mechanism, assessment roll and Appendix tables. She noted the following:

138 ➤ The land within the CDD consists of approximately 238.10 acres, of which, Phase I
139 accounts for approximately 139.62 acres.

140 ➤ The current Development Plan envisions a total of 561 residential units developed in
141 two or more phases, with Phase I consisting of a total of 294 units and future phases consisting
142 of 267 residential units.

143 A Board Member asked if the Phase I total includes the 19 units in Phase IB. Ms.
144 Johnson replied affirmatively; Phase I includes 275 Phase IA units and 19 Phase IB units.

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146 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,
Setting Forth the Specific Terms of the**

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District’s Special Assessment Revenue Bonds, Series 2022; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Suit presented Resolution 2023-02 and read the title.

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On MOTION by Mr. Torres and seconded by Ms. Schiffer, with all in favor, Resolution 2023-02, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2022; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Consideration of Forms of Issuer’s Counsel Documents

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Ms. Ligas presented the following:

- 184 **A. Collateral Assignment Agreement**
- 185 **B. Completion Agreement**
- 186 **C. Declaration of Consent**
- 187 **D. Notice of Special Assessments**

188 E. True-Up Agreement

189 F. Disclosure of Public Finance

190 Ms. Ligas stated an Acquisition Agreement executed in July 2022 provides for the
191 improvements to be acquired by the CDD at a later date.

192

193 **On MOTION by Ms. Schiffer and seconded by Mr. Tomberlin, with all in favor,**
194 **the Collateral Assignment Agreement, Completion Agreement, Declaration of**
195 **Consent, Notice of Special Assessments, True-Up Agreement and Disclosure of**
196 **Public Finance, all in substantial form, and authorizing the Chair to execute,**
197 **were approved.**

198

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200 **NINTH ORDER OF BUSINESS**

**Consideration of Home Encounter HECM,
LLC, Field Operations Agreement**

201

202

203 Ms. Suit presented the Home Encounter HECM, LLC, Field Operations Agreement.

204

205 **On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the**
206 **Home Encounter HECM, LLC, Field Operations Agreement, in the amount of**
207 **\$3,366 per month, was approved.**

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210 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03
Designating the Primary Administrative
Office and Principal Headquarters of the
District and Providing an Effective Date**

211

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215 This item was deferred.

216

217 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2022**

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220 Ms. Suit presented the Unaudited Financial Statements as of September 30, 2022.

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222 **On MOTION by Ms. Schiffer and seconded by Mr. Tomberlin, with all in favor,**
223 **the Unaudited Financial Statements as of September 30, 2022, were approved.**

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TWELFTH ORDER OF BUSINESS **Approval of September 6, 2022 Public Hearings and Regular Meeting Minutes**

Ms. Suit presented the September 6, 2022 Public Hearings and Regular Meeting Minutes.

On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the September 6, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *KE Law Group, PLLC*

There was no report.

B. District Engineer (Interim): *ZNS Engineering*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: December 19, 2022 at 12:00 P.M.**

- **QUORUM CHECK**

The December 19, 2022 meeting was canceled.

FOURTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Schiffer and seconded by Mr. Torres, with all in favor, the meeting adjourned at 12:36 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area
8305 Tourist Center Dr, Sarasota, Florida 34201*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2022 CANCELED	Regular Meeting	12:00 PM
November 21, 2022	Regular Meeting	12:00 PM
December 19, 2022 CANCELED	Regular Meeting	12:00 PM
January 16, 2023 CANCELED	Regular Meeting	12:00 PM
February 20, 2023 CANCELED	Regular Meeting	12:00 PM
March 20, 2023 CANCELED	Regular Meeting	12:00 PM
April 17, 2023 CANCELED	Regular Meeting	12:00 PM
May 15, 2023	Regular Meeting	12:00 PM
June 19, 2023	Regular Meeting	12:00 PM
July 17, 2023	Regular Meeting	12:00 PM
August 21, 2023	Regular Meeting	12:00 PM
September 18, 2023	Regular Meeting	12:00 PM