

SALTMEADOWS

**COMMUNITY DEVELOPMENT
DISTRICT**

August 19, 2024

BOARD OF SUPERVISORS

**PUBLIC HEARING AND
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

August 12, 2024

Board of Supervisors
Saltmeadows Community Development District

Dear Board Members:

The Board of Supervisors of the Saltmeadows Community Development District will hold a Public Hearing and Regular Meeting on August 19, 2024 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. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2024*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
4. Consideration of Resolution 2024-05, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

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

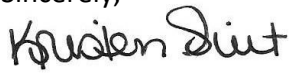
6. Consideration of Resolution 2024-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Resolution 2024-11, to Designate the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Amenity Rules and Rates
 - A. Amenity Rules and Rates
 - B. Notices of Rule Development and Rulemaking
8. Consideration of Eco-Logic Services Proposal for Lake Maintenance Services
9. Consideration of Solitude Lake Management Services Contract: Annual Maintenance Service Renewal
10. Consideration of Wetland Management Services Standard Agreement for Professional Services
11. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
12. Acceptance of Unaudited Financial Statements as of June 30, 2024
13. Approval of May 20, 2024 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 98 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: September 16, 2024 at 12:00 PM
 - QUORUM CHECK

SEAT 1	GARTH NOBLE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOHN KAKRIDAS	☐ IN PERSON	☐ PHONE	☐ NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

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

Sincerely,



Kristen Suit
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

3A

MEMORANDUM

To: Board of Supervisors

From: District Counsel

Date: January 1, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

3B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

3C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

3D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT ELECTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective August 19, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 19, 2024:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

5A



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
94886	577721	Print Legal Ad-IPL01860240 - IPL0186024		\$233.12	1	85 L

Attention: Saltmeadows
Saltmeadows CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

gillyardd@whhassociates.com

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Saltmeadows Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE:
August 19, 2024
TIME:
12:00 p.m.
LOCATION:

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

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://saltmeadowsd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
IPL0186024
Jul 31/Aug 7 2024

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
2 insertion(s) published on:

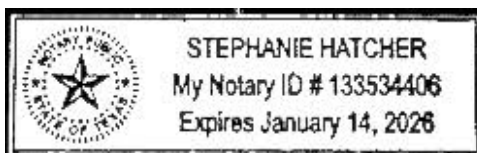
07/31/24, 08/07/24

THE STATE OF FLORIDA COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this 7th day of
August in the year of 2024

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-09
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Saltmeadows Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Saltmeadows Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

[CONTINUED ON NEXT PAGE]

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF AUGUST, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
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**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 459,060				\$ 459,060
Allowable discounts (4%)	(18,362)				(18,362)
Assessment levy: on-roll - net	440,698	\$442,127	\$ -	\$ 442,127	440,698
Assessment levy: off-roll	107,712	-	107,712	107,712	111,027
Landowner contribution	336,294	80,784	255,510	336,294	333,399
Total revenues	884,704	522,911	363,222	886,133	885,124
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	1,691	23,309	25,000	25,000
Engineering	15,000	1,688	-	1,688	15,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
EMMA software service	-	-	-	-	2,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	250	176	74	250	250
Printing & binding	500	250	250	500	500
Legal advertising	1,500	1,934	-	1,934	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	5,800
Meeting room rental	1,650	104	1,546	1,650	1,650
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Property tax	-	420	-	-	420
Tax collector	13,772	13,244	528	14,300	13,772
Total professional & administrative	125,712	49,490	63,764	113,362	128,432
Field operations					
Property management	40,392	20,196	20,196	40,392	40,392
Insurance	30,000	3,916	26,084	30,000	30,000
Landscape maintenance	250,000	-	150,000	150,000	250,000
andscape replacment/extras	20,000	10,000	10,000	20,000	20,000
irrigation repair	5,000	-	5,000	5,000	5,000
Pond maintenance	16,000	7,836	8,164	16,000	15,700
Wetland monitoring	8,000	-	3,500	3,500	3,390
Annual exotic plant removal	5,000	-	5,000	5,000	5,000
Lights, sighs & fences	5,000	-	5,000	5,000	5,000
Pressure washing	25,000	-	25,000	25,000	25,000

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Streets & sidewalks	2,500	-	2,500	2,500	2,500
Misc. repairs and replacements	10,000	-	10,000	10,000	10,000
holiday lights	5,000	-	-	-	5,000
O&M accounting	6,000	-	6,000	6,000	6,000
Utilities					
Electricity	18,000	59	17,941	18,000	18,000
Water (reclaimed)	75,000	-	50,000	50,000	75,000
Streetlights	50,000	6,811	43,189	50,000	47,000
Amenities					
Pool maintenance	8,000	-	8,000	8,000	8,000
Amenity center R&M	3,500	-	3,500	3,500	3,500
Court maintenance	10,000	-	5,000	5,000	10,000
Tot lot maintenance	5,000	-	5,000	5,000	5,000
Janitorial	30,000	-	15,000	15,000	30,000
Access control/monitoring	20,000	2,435	17,565	20,000	20,000
Gym equipment lease	40,000		25,000	25,000	25,000
Gym equipment repairs	2,500	-	-	-	2,500
Potable water	1,500	-	1,500	1,500	1,500
Telephone - pool/clubhouse	1,200	-	600	600	1,200
Electricity - amenity	5,000	-	1,000	1,000	5,000
Internet	2,000	-	500	500	2,000
Alarm monitoring	7,000	-	2,000	2,000	7,000
Contingencies					20,610
Total field operations	706,592	51,253	472,239	523,492	704,292
Total expenditures	832,304	100,743	536,003	636,854	832,724
Excess/(deficiency) of revenues over/(under) expenditures	52,400	422,168	(172,781)	249,279	52,400
Fund balance - beginning (unaudited)	-	9,103	431,271	9,103	258,382
Fund balance - ending (projected)					
Assigned					
Future repair & replacement*	-	-	-	-	52,400
Unassigned	52,400	431,271	258,490	258,382	258,382
Fund balance - ending	\$ 52,400	\$ 431,271	\$ 258,490	\$ 258,382	\$ 310,782

*See schedule on page 5

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
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.	
Legal	25,000
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.	
Engineering	15,000
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.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
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.	
EMMA software service	2,000
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,800
The District will obtain public officials and general liability insurance.	
Meeting room rental	1,650
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	420
Tax collector	13,772

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

EXPENDITURES (continued)

Field operations

Property management	40,392
Insurance	30,000
Landscape maintenance	250,000
landscape replacment/extras	20,000
irrigation repair	5,000
Pond maintenance	15,700
Wetland monitoring	3,390
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	47,000
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	25,000
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
Contingencies	20,610
Total expenditures	<u><u>\$832,724</u></u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE
FUTURE REPAIR & REPLACEMENT
FISCAL YEAR 2025**

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 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 410,172				\$ 410,172
Allowable discounts (4%)	(16,407)				(16,407)
Assessment levy: net	393,765	\$ 395,077	\$ -	\$ 395,077	393,765
Special assessment: off-roll	31,991	23,993	7,998	31,991	34,399
Interest	-	8,456	-	8,456	-
Total revenues	425,756	427,526	7,998	435,524	428,164
EXPENDITURES					
Debt service					
Principal	90,000	-	90,000	90,000	90,000
Interest	324,788	162,394	162,394	324,788	320,625
Total debt service	414,788	162,394	252,394	414,788	410,625
Other fees & charges					
Tax collector	12,305	11,834	471	12,305	12,305
Total other fees & charges	12,305	11,834	471	12,305	12,305
Total expenditures	427,093	174,228	252,865	427,093	422,930
Excess/(deficiency) of revenues over/(under) expenditures	(1,337)	253,298	(244,867)	8,431	5,234
Fund balance:					
Beginning fund balance (unaudited)	368,593	377,650	630,948	377,650	386,081
Ending fund balance (projected)	\$ 367,256	\$ 630,948	\$ 386,081	\$ 386,081	391,315
Use of fund balance:					
Debt service reserve account balance (required)					(206,725)
Principal and Interest expense - November 1, 2025					(158,231)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 26,359

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	6,005,000.00		6,064,762.52	12,069,762.52	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Phase 1 On-Roll Assessments

Series 2022

		FY 2025 O&M	FY 2025 DS	FY 2025 Total	FY 2024
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 41'	121	\$ 1,669.31	\$ 1,228.52	\$ 2,897.83	\$ 2,897.83
SF 51'	69	1,669.31	1,535.65	3,204.96	3,204.96
SF 56'	7	1,669.31	1,689.21	3,358.52	3,358.52
SF 61'	78	1,669.31	1,842.78	3,512.09	3,512.09
Total	275				

* Assumes that all lots are platted - when information is received from the Sarasota County Property Appraiser in June 2024 the number of platted lots may decrease

Phase 2 On-Roll Assessments

Series 2022

		FY 2025 O&M	FY 2025 DS	FY 2025 Total	FY 2024
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 41'	-	\$ 1,669.31	\$ 1,228.52	\$ 2,897.83	\$ 2,694.98
SF 51'	2	1,669.31	1,535.65	3,204.96	2,980.61
SF 56'	-	1,669.31	1,689.21	3,358.52	3,123.43
SF 61'	17	1,669.31	1,842.78	3,512.09	3,266.25
Total	19				

Phase 2 Off-Roll Assessments

		FY 2025 O&M	FY 2025 DS	FY 2025 Total	FY 2024
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 41'	151	\$ 297.04	\$ -	\$ 297.04	\$ 292.94
SF 51'	116	297.04	-	297.04	292.94
SF 56'	-	297.04	-	297.04	292.94
SF 61'	-	297.04	-	297.04	292.94
Total	267				

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-10

[FY 2025 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Saltmeadows Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATION AND MAINTENANCE FUNDING AGREEMENT. The District's Board hereby authorizes a deficit funding agreement for the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- i. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby directs District Staff to affect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2025.

- ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **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.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 19th day of August, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND LOCATION OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENITY RULES AND RATES.

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

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

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

SECTION 1. The District’s Board of Supervisors will hold a public hearing to adopt amenity rules and rates, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing as hereby declared and set for the following date, hour, and location:

DATE: _____

HOUR: 12:00 PM

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

SECTION 2. At said public hearing, the Board will consider the rules, rates and fees of the District as more particularly set forth in attached **Exhibit A**.

SECTION 3. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

[signatures appear on the following page]

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Proposed Rules

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

7A

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Saltmeadows Community Development District
Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2023)

Effective Date: _____, 2024

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Saltmeadows Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Saltmeadows Community Development District.

"District Manager" – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of

majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the District Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the District Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at _____.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the District Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas, except as approved by the District.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. **Commercial Use** – Except as previously authorized in writing by the District, the Amenities may not be used for commercial purposes by Patrons or Guests.
19. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Vendors.** Vendors are not be permitted to use the Amenity facilities without the prior written consent of the Board.
22. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
24. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the District Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal

- floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
 10. **Railings.** No swinging on ladders, fences, or railings is allowed.
 11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
 12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
 13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
 14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
 15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the District Manager.
 16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
 17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
 18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
 19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
 20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
 21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
 22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
 23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming, boating, or fishing. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited.
4. Do not leave any litter. Fishing line is hazardous to wildlife.
5. Do not feed the wildlife anything, ever.
6. Swimming is prohibited in all ponds on District property.
7. No watercrafts of any kind are allowed in any of the ponds on District property.
8. Licensing requirements from other governmental agencies may apply. Check the regulations.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the District

Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.

2. ***Amenities Available for Rental.*** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. ***Payment & Registration.*** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The District Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the District Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. ***Event Host.*** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
5. ***Cancellations.*** Cancellations must be made in writing and received by the District Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. ***Deposits.*** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Stack chairs in stacks of ten (10);

- e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Manager.
7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. **Duration of Rentals.** Unless otherwise authorized by the District Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the District Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the District Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the District Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:
- a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
 - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.

12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
 - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
 - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: Consent and Waiver Agreement

DRAFT

SALTMEADOWS CDD - CONSENT AND WAIVER AGREEMENT

The Saltmeadows Community Development District ("**District**") owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District's patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "**Activities**"), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, MERITAGE HOME OF FLORIDA, INC., AND ANY OF THEIR AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE "**INDEMNITEES**") FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child's involvement or participation in the Activities.

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

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

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

PART 2: Saltmeadows Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2023)

Effective Date: _____, 20__, as amended _____

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Saltmeadows Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Saltmeadows Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room		
Activity/Art Room		
Club Room AND Activity/Art Room		

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	
Replacement of Damaged, Lost, or Stolen FOB	
Insufficient Funds Fee (for submitting an insufficient funds check)	

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Chartered Groups.** The Clubhouse may be rented by Chartered Groups, subject to availability. For purposes of these rules, "Chartered Groups" are organizations registered with the District that are comprised of at least 10 patrons. To register as a Chartered Group, members of the group must submit to the District Manager or his/her representative a copy of their by-laws, which must include names of offices, elections, and terms of office, goals and objectives. The Board, in its sole discretion, may determine whether to approve the registration of a Chartered Group. The Board can rescind its approval at any time for any reason. Chartered Groups must clear their meeting dates with the District Manager or his/her representative in advance of any rental and may be required to pay nominal costs/dues. Any Chartered Group that invites a guest to speak to the group must submit the name of the speaker and his or her intended discussion topic in writing to Management staff for approval, at least one week prior to the speaking engagement.

8. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

9. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

10. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

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

DRAFT

PART 3: Saltmeadows Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)

Effective Date: _____, 20__

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Saltmeadows Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. Suspension of Rights. The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. Authority of District Manager. The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

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

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

7B

**NOTICE OF RULE DEVELOPMENT BY
THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 190 and 120, *Florida Statutes*, the Saltmeadows Community Development District (the “District”) hereby gives notice of its intention to develop rules establishing rates and rules related to the District’s amenity facilities.

The purpose and effect of the rates is to provide for efficient and effective District operations by setting rates and rules to implement the provisions of Section 190.035, *Florida Statutes*. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 120.54 and 120.81, *Florida Statutes*. A public hearing will be conducted by the District on _____, 2024, at 12:00 p.m. at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201.

Additional information regarding this public hearing may be obtained from the District’s website, <https://saltmeadowscdd.net/documents>, or by contacting the District Manager, Kristen Suit, at suitk@whhassociates.com, or by calling (561) 571-0010.

A copy of the proposed rules may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Kristen Suit
District Manager

Run Date: _____, 2024

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING BY
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Saltmeadows Community Development District (“District”) on _____, 2024, at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201.

In accordance with Chapters 190 and 120, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt Amenity Rules and Rates (“Amenity Rules and Rates”) for District publications.

The proposed Amenity Rules and Rates may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose and effect of the Amenity Rules and Rates is to provide for efficient and effective District operations of the District’ amenities and other properties by setting policies and regulations to implement the provisions of Section 190.035, *Florida Statutes*. Specific legal authority for the rule includes Sections 190.035(2), 190.011(5) and 120.54, *Florida Statutes*. Prior Notice of Rule Development was published in _____ on _____, 2024.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, the “District Office”) at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

Kristen Suit, District Manager
Saltmeadows Community Development District

Run Date: _____, 2024

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: August 15, 2024

This Agreement is made effective by and between:

“Client”

Name: Salt Meadows CDD
Address: c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: (813) 600-5090 ext. 130017
Representative: Ms. Sharon Gastelbondo
Email: SGastelbondo@homeriver.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Salt Meadows

Project Location: Manatee County, FL

Fee Type: Unit price per attached Scope of Services

Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: 

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: August 15, 2024

Salt Meadows CDD

By: _____

Print Name: _____

Title: _____

Date: _____

SALT MEADOWS



1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the 13 stormwater retention ponds and 2 floodplain compensation areas (“lakes”) within the Salt Meadows community (numbered in light blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a “clean” look to these aquatic features on the site, as is reasonable and practical. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner. This task will be accomplished using selective applications of herbicides specifically designed and labeled for aquatic use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, midge and mosquito larvae control, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0 Lake Management Services.....	\$1,975/month
2.0 Additional Services.....	to be billed as requested

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.

- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 4.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 4.5 The lake management fee assumes lakes are in good condition upon initiation of services and not neglected by previous vendor. If not, the Client will be notified upon initiation of our maintenance services and an addendum to this Agreement will be submitted.
- 4.6 The selective use of copper-based algaecides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 4.7 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 4.8 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 4.9 Invasive underwater weeds (such as hydrilla) in lakes over 3 acres requires treatment with chemicals outside the scope of this Agreement. Treatments of these weeds can be provided upon request based on an estimated additional fee.
- 4.10 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 4.11 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 4.12 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.
- 4.13 Because it will harm the required plants, no algae control will be provided on the lake perimeters where native plants are growing.
- 4.14 If grass clippings are not directed away from the lake and an algae bloom results, additional fees may be assessed for the additional algae treatment.
- 4.15 No maintenance or repair of fountains or aerators is included in this proposal.
- 4.16 Algae control in shallow swales and sumps cannot be guaranteed. Eco-Logic Services will control algae in our regular visits but will require additional fees to return to the site to treat algae in these areas.
- 4.17 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be triggered by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 4.18 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.19 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 4.20 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.

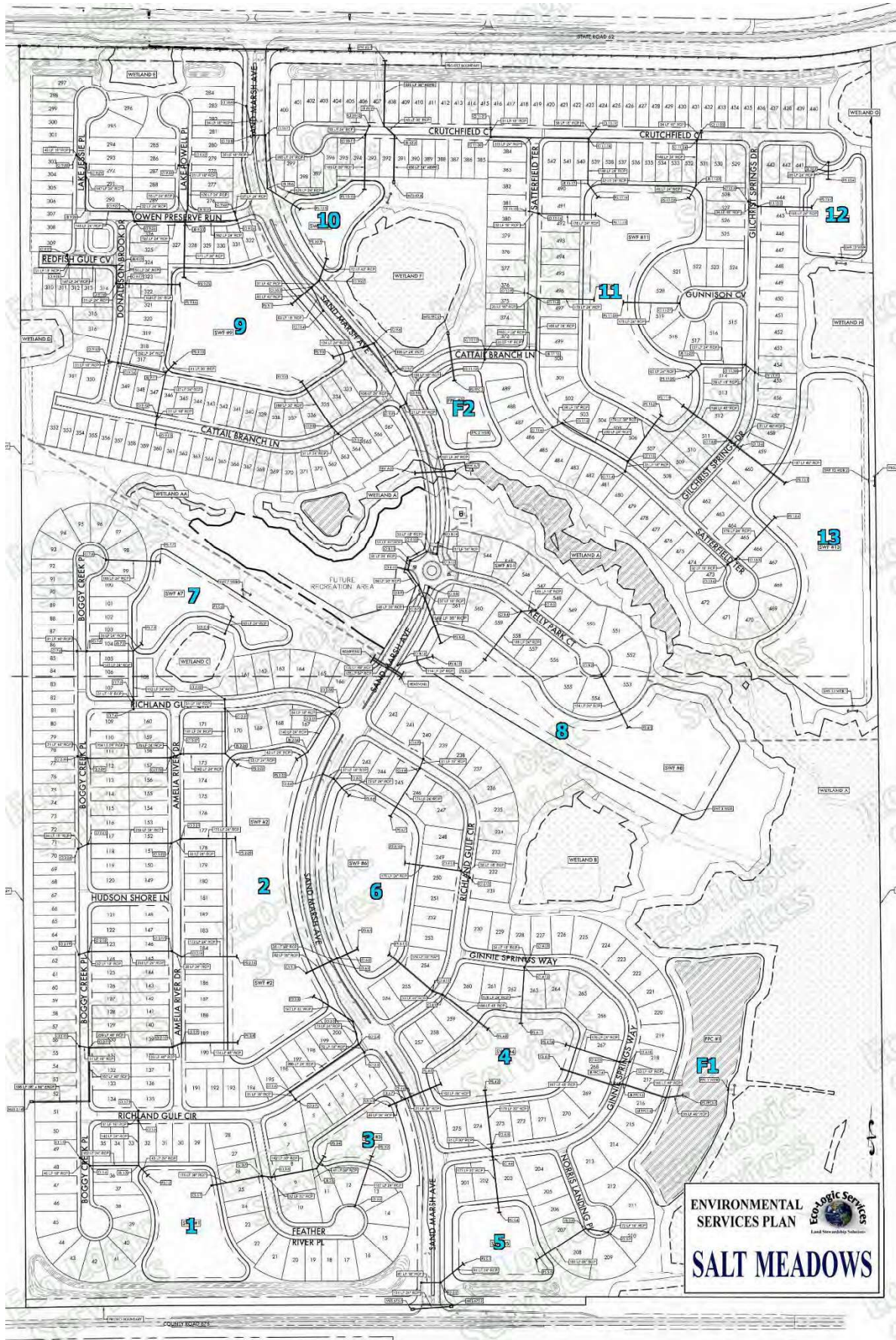


Figure 1. Site map for the Salt Meadows community showing locations of the proposed work areas.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

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

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

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

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

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

9

SERVICES CONTRACT

CUSTOMER NAME: Saltmeadows CDD - Acct # 19033
SUBMITTED TO: Lucy (Jia) Lu
CONTRACT EFFECTIVE DATE: October 1, 2024, through September 30, 2025
SUBMITTED BY: Camila Morao
SERVICES: Annual Maintenance Service Renewal

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$16,296.00**. SOLitude shall invoice Customer the total of **\$1,358.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

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date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

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

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

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

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

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

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Saltmeadows CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

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

Please Mail All Contracts to:

***1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451***

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **November through April**, and on a **two (2) times per month** basis 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(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis during the months of **November through April**, and on a **two (2) times per month** basis 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 **one (1) time per month** basis during the months of **November through April**, and on a **two (2) times per month** basis during the months of **May through October**.
2. Any algae found in the pond(s) 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.

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Pond Dye:

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

Service Reporting:

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

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

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EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Hope all is well,

Even though we are busy enjoying the cool temperatures of winter and even occasional snow, Spring is just around the corner. When warm temperatures approach, your pond(s) will once again become a focal point and gathering spot. Spring fish stocking is one of the most impactful ways to set your waterbody up for a healthy new year.

In a healthy pond, forage fish such as small Bluegill, Fathead Minnows and Mosquitofish play a critical role in the food web, as they are eaten by almost everything. They provide an important food source for larger fish such as Largemouth Bass and adult Bluegill, as well as wildlife such as amphibians, reptiles and birds. A big benefit of a healthy forage fish population is that their diet includes mosquito larvae as well as midge larvae, making them the perfect form of natural mosquito and midge control.

Reducing mosquito populations in particular is a common goal for most homeowners. It is well known that mosquitoes can spread both diseases and viruses while also being a nuisance. At three inches in length, adult minnows thrive in turbid, low-oxygenated water bodies and spawn along the shoreline where mosquitoes often lay their eggs. Adding minnows to consume mosquito larvae is ideal when trying to reduce the mosquito's reproduction success in water bodies that lack predator fish such as Largemouth Bass and Channel Catfish.

Although forage species such as Fathead Minnows and Bluegill reproduce frequently, they are heavily preyed upon and their populations are easily depleted, particularly in small ponds, so annual stocking is recommended to sustain their long-term benefits. For waterbodies with predator fish such as Largemouth Bass and Channel Catfish, stocking Bluegill is a better approach than stocking Fathead Minnows.

Please reach out to me directly with any questions and or for pricing. Thank you in advance,

Looking for a good reason to choose SŌLitude? How about three?



Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. [For details, visit solitudelakemanagement.com/team](http://solitudelakemanagement.com/team).



Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. [To find out more, visit solitudelakemanagement.com/services](http://solitudelakemanagement.com/services).



Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.

You want the best for your property.
[You will get the best with SŌLitude.](#)
Call 888.480.5253 today.

SŌLITUDE
LAKE MANAGEMENT



SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

10



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Client: Salt Meadows CDD **Date:** August 7, 2024
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Project Name/Location: Saltmeadows Community / Manatee County, Florida

Fee Arrangement: See Task 4.0 in the attached Scope of Services.

Special Conditions: Client agrees to pay invoices within 30 days of invoice date.

Scope of Services attached

- ☐ Client to provide name, address, and telephone number of property owner.
- ☐ Client to provide legal description(s) for the property.
- ☐ Client to provide parcel/folio number(s) for the property.
- ☒ Client to provide any special site access information (contacts, keys, etc.).
- ☐ Client to provide agency fees.

This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Wetland Management Services and Client with respect to the scope of services hereunder.

Offered by:

August 7, 2024

Signature

Date

Hugh W. West / Managing Member

Printed Name/Title

Wetland Management Services, LLC

Name of Firm

Accepted by:

Signature

Date

Printed Name/Title

Salt Meadows CDD

Name of Firm

Mailing Address: 1721 Hickory Gate Drive South
Dunedin, FL 34698 Phone: 251-979-3868
Email: hughwest@wetmanservices.com

Salt Meadows Community Manatee County, Florida SCOPE OF SERVICES

1.0 Planting of 0.30-acre Wetland Mitigation Areas

Wetland Management Services, LLC will provide and install native plant material in the 0.30-acre wetland mitigation area. Some species substitutions may be required by hydrology and/or species availability. Species and quantities are listed below:

0.30-acre Mitigation Area						
		<i>Species</i>	Common Name	Size	Quantity	
Zone A	Hardwoods	<i>Acer rubrum</i>	Red Maple	7 gallon	9	
		<i>Quercus laurifolia</i>	Laurel Oak	7 gallon	9	
		<i>Quercus nigra</i>	Water Oak	7 gallon	9	
		<i>Magnolia virginiana</i>	Sweet Bay	7 gallon	9	36
	Herbaceous	<i>Spartina bakeri</i>	Sand Cordgrass	BR	85	
		<i>Juncus effusus</i>	Soft Rush	BR	80	
		<i>Iris hexagona</i>	Blue Flag Iris	BR	77	242
0.30-acre Mitigation Area						
Zone B	Hardwoods	<i>Magnolia virginiana</i>	Sweet Bay	7 gallon	38	
		<i>Nyssa sylvatica</i>	Swamp Tupelo	7 gallon	22	
		<i>Persea palustris</i>	Swamp Bay	7 gallon	22	
		<i>Fraxinus caroliniana</i>	Popash	7 gallon	22	
		<i>Cephalanthus occidentalis</i>	Buttonbush	7 gallon	5	109
	Herbaceous	<i>Sagittaria lancifolia</i>	Arrowhead	BR	363	
		<i>Saururus cernuus</i>	Lizard's Tail	BR	242	
		<i>Sagittaria latifolia</i>	Duck Potato	BR	242	
		<i>Juncus effusus</i>	Soft Rush	BR	182	
		<i>Crinum americanum</i>	String Lily	BR	182	1,211
				1,598		

All planted material will be nursery or bareroot material that meets or exceeds the specifications of the *Grades and Standards for Nursery Plants* published by the Florida Department of Agriculture & Consumer Services Division of Plant Industry (published in 2015).

Wetland Management Services, LLC guarantees eighty-five percent (85%) survival of installed plants for 60 days after the initial planting. However, this guarantee does not include the loss of plant material due to fire, floods,

drought, or other catastrophic events, nor does it include losses due to theft, vandalism, erosion, sedimentation, chemical treatment or negligence by others, damage by wildlife, failure of the site to achieve design water levels, or other factors outside our control.

2.0 Maintenance of Upland Preserves, 30' Upland Buffers Wetlands AA, A, B, C, D, E, F, G, H, 0.30-acre and 1.56-acre Wetland Mitigation Areas

Wetland Management Services, LLC will conduct quarterly maintenance events, beginning May 2023, in the upland preserves, 30' upland buffers of wetlands AA, A, B, C, D, E, F, G, H, 0.30-acre, and 1.56-acre wetland enhancement area. Emergent nuisance or exotic plant species will be treated with foliar applications of herbicides specifically labeled for aquatic use and will be applied under the direct supervision of a licensed Florida Herbicide Applicator with Aquatic and/or Natural Area certifications. These areas will be maintained to enhance desirable native species and to preclude growth of nuisance/exotic species. No physical removal of treated material, mowing, brush cutting, or other methodologies are included as part of the maintenance treatments. In the future, some of these services may be desired by the Client and can be discussed and billed as Additional Services.

3.0 Additional Services

Additional services requested by the Client will be provided and billed as a contract addendum or as a separate Scope of Services. Additional services may include verbal or written communication with the regulatory agencies, or other services not specifically detailed in this Scope of Services. Wetland Management Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

4.0 Cost

Compensation for service of principles and employees of Wetland Management Services rendered pursuant to the Scope of Services of this agreement will be paid based on the following schedule of services:

1.0	Planting.....	\$10,064.38
2.0	Maintenance (9 events total; <u>1 event remaining</u>).....	\$3,390/event
3.0	Additional Services	to be billed hourly, as requested.

All rates and fees shall be subject to renegotiation if not accepted within thirty days. Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt.

5.0 Assumptions of this Proposal

- 5.1 The Client will make provision for Wetland Management Services to enter upon private property as required to perform services under this agreement.
- 5.2 The wetland or buffer lines will, at a minimum, be clearly staked in the field before work is begun.
- 5.3 This Scope of Services does not include off-site disposal. Material will be brought to within the construction limits for accumulation and disposal by the site contractor or others.
- 5.4 The use of heavy machinery immediately adjacent to wetland buffers for accumulation of removal debris is required.
- 5.5 Wetland Management Services, LLC will make every effort to not impact or affect barbed-wire fencing, but is not responsible for damage, replacement, or removal of fencing.
- 5.6 This proposal was prepared using the best information available to us at the time this Scope was compiled. Any additional materials or services to be provided by Wetland Management Services which are judged by Wetland Management Services to be outside of the intent of this Scope of Services will be performed and billed as additional services.

- 5.7 This Scope of Services does not include modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
- 5.8 Wetland Management Services is not responsible for necessary repairs, or replacement, or removal of survey stakes or turbidity/erosion control devices, nor is Wetland Management Services responsible for additional measures necessary to prevent sedimentation, erosion, or violations of state water quality standards.
- 5.9 The selective use of aquatic herbicides and glyphosate formulations will be accepted as an appropriate maintenance strategy within the treatment areas.
- 5.10 No compliance monitoring is included in this scope of services.
- 5.11 Removal of trash, other debris, or dead trees is not included in this scope. If removal is requested by the Client, it will be billed as Additional Services.
- 5.12 Additional mobilization to complete this task due to factors beyond our control may result in additional costs.
- 5.13 The location of planting areas will be as accurate as on-site delineations allow.
- 5.14 Wetland Management Services, LLC will not be responsible for errors in design, engineering, inability of site to achieve design water elevations, drought, flood, etc.
- 5.15 This Scope of Services and pricing assumes plantings will be completed in a single mobilization.
- 5.16 Plants are guaranteed to be weed, disease, and insect-free at the time of installation and installed by experienced staff.
- 5.17 Plant pricing is based on current availability and subject to change.
- 5.18 No provisions for irrigation of plant material after installation are included in this scope.
- 5.19 No services are included for any areas other than what is explicitly stated in this Scope of Services.
- 5.20 All Wetland Management Services work products prepared during the completion of this Scope of Services may be used in marketing, advertising, corporate resume, and other similar business development materials. The use of such materials shall be in accordance with industry standards and normal business practices.

TERMS AND CONDITIONS

Wetland Management Services, LLC (hereinafter referred to as Wetland Management Services) shall perform the services outlined in this Agreement for the stated fee arrangement in accordance with these terms and conditions:

Access To Site: Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Wetland Management Services staff to access the site for activities necessary for the performance of the services.

Fee: Unless explicitly stated within the Scope of Services, the proposed cost reflects Wetland Management Services' best estimate of charges required to complete the project. In some cases, all tasks necessary to complete the project are not known at the beginning of the project. Discoveries made during the project may require amendments to the Scope of Services, which could affect final project costs. If such discoveries and/or amendments to the Scope are necessary Wetland Management Services will inform the Client and provide an explanation of same and the parties shall agree on a modification of the Scope of Services or either party may terminate the Agreement. In the event the Agreement is terminated, Wetland Management Services shall be compensated for all services and expenses committed or performed through the date of termination.

If additional support is requested or required for any services not specifically referenced to in the Scope of Services that time will be billed on an hourly basis per the attached Fee Schedule or as an agreed-upon additional fee.

Reimbursable out-of-pocket expenses will be invoiced at cost plus fifteen percent (15%). Such expenses may include outside reproduction costs, overnight delivery charges, laboratory fees, travel charges, subcontractors, equipment rental, or project specific equipment purchases.

Billings/Payments: Invoices for Wetland Management Services' services shall be submitted monthly. Invoices shall be payable within thirty (30) days after the invoice date. If the Client disputes any portion of an invoice, client shall notify Wetland Management Services of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice.

Late Payments: Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of one and one-half percent (1.5%) per month (eighteen percent per annum) on the unpaid balance. If invoices are not paid within sixty (60) days, Wetland Management Services may, without waiving any claim or right against the Client, and without any liability whatsoever to the Client, terminate performance of the services. In the event any portion or all an invoice remains unpaid ninety (90) after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. By executing this Agreement, the Client represents that it has the legal rights and authority to engage Wetland Management Services to perform the requested services. Non-payment of invoices for services may result in a mechanics lien being placed on the subject property.

Indemnification: The Client shall indemnify and hold harmless Wetland Management Services and all of its personnel and subcontractors from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Wetland Management Services), or anyone for whose acts may be liable. Wetland Management Services shall perform its services consistent with industry practices.

Limitation of Liability: The Client agrees to limit the Wetland Management Services' liability to the Client for direct damages due to Wetland Management Services' negligent acts, errors or omissions, such that the total aggregate liability of Wetland Management Services shall not exceed Wetland Management Services' total fee for services rendered on this project.

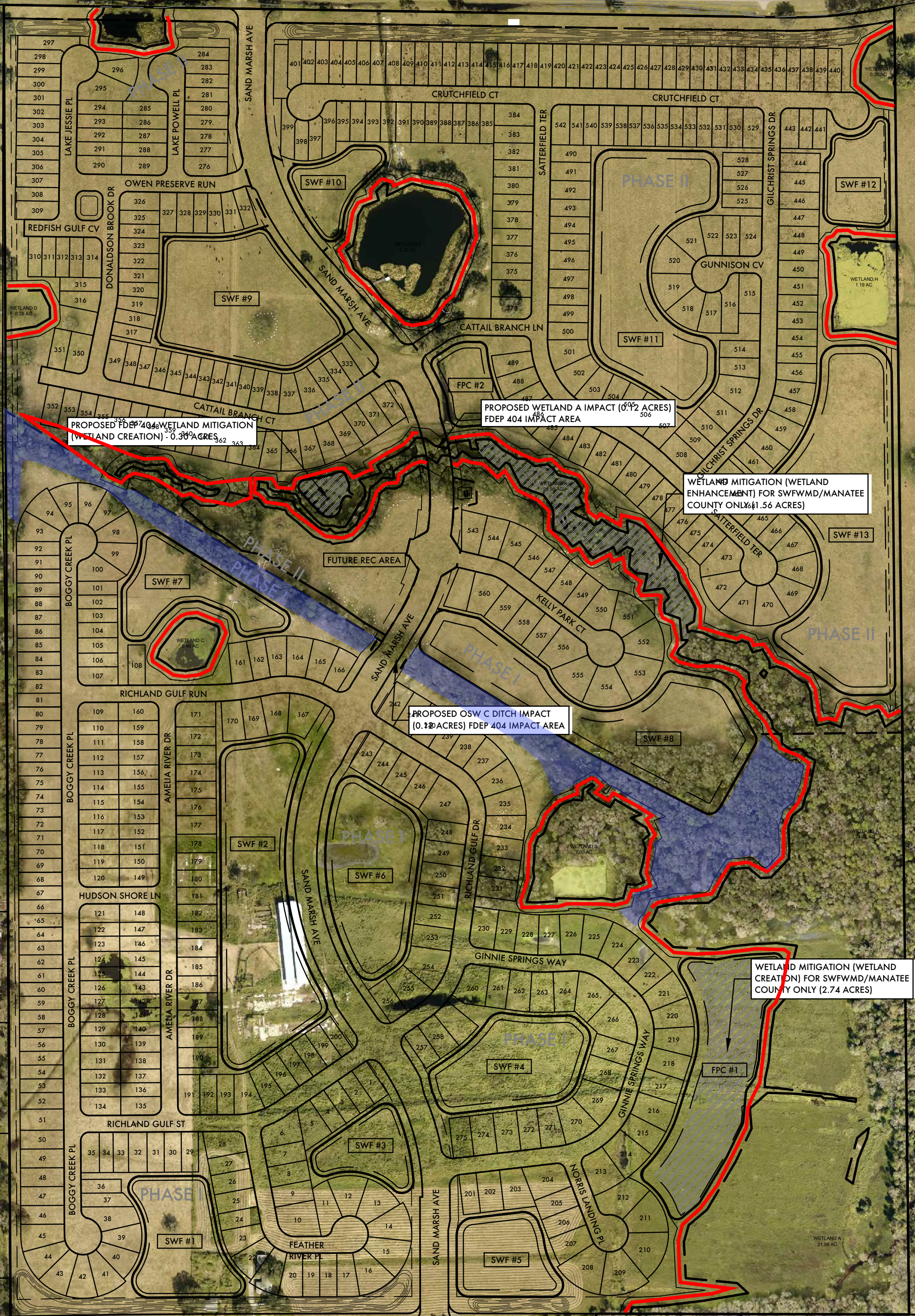
Termination of Services: This Agreement is subject to termination by the Client or Wetland Management Services upon thirty (30) days written notice. In the event of any termination, Wetland Management Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

Contract Transfers: This contract is an exclusive contract between Wetland Management Services and the Client. This contract may only be transferred with 30-day notification to Wetland Management Services, and at Wetland Management Services' discretion. Wetland Management Services reserves the right to not accept contract transfers to a third party for any reason.

Ownership of Documents: All report documents produced by Wetland Management Services under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Wetland Management Services shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

Applicable Laws: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. In the event legal action is undertaken, it is hereby agreed that the venue and jurisdiction shall be Pinellas County, Florida.

- 30 foot wide wetland buffers with variable native coverage (red line)
- upland preserve areas (shaded blue)
- wetland enhancement and creation areas (shaded grey; does not include "FPC #1")





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keller Insurance, Inc. 117 Forest Park Ct. Longwood FL 32779		CONTACT NAME: Martin Keller Jr. PHONE (A/C, No, Ext): (407) 227-4009 E-MAIL ADDRESS: mark@kellerinsuranceinc.com FAX (A/C, No):	
INSURED Wetland Management Services, LLC 1721 Hickory Gate Drive South Dunedin FL 34698		INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Insurance Co of New York INSURER B: Insurance Company of the West INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 34452 20281 20281	

COVERAGES**CERTIFICATE NUMBER:** Master 23-24**REVISION NUMBER:**

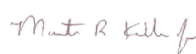
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	793-00-98-18-004	11/19/2023	11/19/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Pollution Liability \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			793-00-98-19-004	11/19/2023	11/19/2024	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	AGGREGATE \$ 2000000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WFL5006013 14	04/01/2024	04/01/2025	PER STATUTE OTH-ER \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Inland Marine			45470464	11/19/2023	11/19/2024	Equip leased/rebted from others \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Saltmeadows Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives are included as Additional Insureds including waiver of subrogation and primary noncontributory with respect to general liability as required by written contract. Saltmeadows Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives have waiver of subrogation with respect to workers compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Salt Meadows CDD Wrathell, Hunt and Associates, LLC 2300 Glades Road Suite 410W Boca Raton FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGES

Ref #	Description				Coverage Code	Form No.	Edition Date
	Professional Liability pol # 793-00-98-18-004 Eff: 11/19/2023-11/19/2024				PROF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000			5,000	Flat			
Ref #	Description				Coverage Code	Form No.	Edition Date
	Medical payments				MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit				UMCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Policy Number: 793-00-98-18-0004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.	
All other terms and conditions remain the same.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, environmental damage or personal and advertising injury caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to bodily injury, property damage or environmental damage occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

Policy Number: 793-00-98-18-0004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

Location And Description Of Completed Operations:

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

- A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL SUPPLEMENTARY PAYMENTS LIMIT – CONTRACTORS POLLUTION LIABILITY AND TRANSPORTATION POLLUTION LIABILITY

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART
PROFESSIONAL SERVICES LIABILITY COVERAGE PART
ENVIRONMENTAL PREMISES LIABILITY COVERAGE PART
PRODUCTS POLLUTION LIABILITY COVERAGE PART

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS is replaced with the following:

1. Applicable to all Coverages:

a. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend:

- (1) All expenses we incur, including **defense costs**.
- (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$1,500 a day because of time off from work.
- (5) All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

b. Any Supplementary Payments made pursuant to Paragraph a. above will be deemed damages for **bodily injury, property damage, environmental damage, cleanup costs** or **professional services wrongful acts** and will reduce the applicable limits of insurance shown in the Declarations for all Coverages except Coverages A and B.

However such payments for Coverages D and E will reduce the applicable limit of insurance shown in the Declarations but only after we have paid up to \$1,000,000 for the applicable Coverage.

2. **Applicable to all Coverages except COVERAGES C and H:**

a. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

- (1) The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
- (4) The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the **suit**;
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - i. Obtain records and other information related to the **suit**; and
 - ii. Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

b. Notwithstanding the provisions of **GENERAL EXCLUSIONS (APPLICABLE TO ALL COVERAGES)**, 1. **Contractual Liability, Item b.**, such payments will:

- (1) Not be deemed damages for **bodily injury, property damage or environmental damage** and will not reduce the limits of insurance shown in the Declarations for Coverages A and B; and
- (2) Be deemed damages for **bodily injury, property damage, environmental damage or cleanup costs** and will reduce the applicable limit of insurance shown in the Declarations for all other Coverages. However, for Coverages D and E, such payments will only reduce the applicable limit of insurance only after we have paid up to \$1,000,000 for the applicable Coverage.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
 - (1) Act primary to any other insurance available to the additional insured; and
 - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER,
FOR FLORIDA OPERATIONS ONLY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04-01-24** Policy No. **WFL 5006013 14**
Insured **WETLAND MANAGEMENT SERVICES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Wetland Management Services, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 1721 Hickory Gate Dr S 6 City, state, and ZIP code Dunedin, FL 34698	7 List account number(s) here (optional)
Requester's name and address (optional) Salt Meadows CDD Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

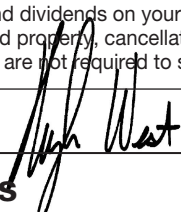
Social security number								
			-			-		
or								
Employer identification number								
2	0	-	4	0	8	4	2	1
								3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 08/01/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2024-02

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE 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*, being situated within Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 362,887	\$ -	\$ -	\$ 362,887
Investments				
Revenue	-	187,727	-	187,727
Reserve	-	206,725	-	206,725
Interest	-	1,802	-	1,802
Construction	-	-	14,697	14,697
Total assets	<u>\$ 362,887</u>	<u>\$ 396,254</u>	<u>\$ 14,697</u>	<u>\$ 773,838</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to other	\$ 257	\$ -	\$ -	\$ 257
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>6,257</u>	<u>-</u>	<u>-</u>	<u>6,257</u>
Fund balances:				
Restricted for:				
Debt service	-	396,254	-	396,254
Capital projects	-	-	14,697	14,697
Unassigned	356,630	-	-	356,630
Total fund balances	<u>356,630</u>	<u>396,254</u>	<u>14,697</u>	<u>767,581</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 362,887</u>	<u>\$ 396,254</u>	<u>\$ 14,697</u>	<u>\$ 773,838</u>

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,153	\$ 445,475	\$ 440,698	101%
Assessment levy: off-roll	-	107,712	107,712	100%
Landowner contribution	-	12	336,294	0%
Total revenues	<u>3,153</u>	<u>553,199</u>	<u>884,704</u>	63%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	1,670	6,350	25,000	25%
Engineering	-	1,688	15,000	11%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	750	1,000	75%
Trustee	-	4,246	5,500	77%
Telephone	17	150	200	75%
Postage	11	232	250	93%
Printing & binding	42	375	500	75%
Legal advertising	-	1,934	1,500	129%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	-	105	1,650	6%
Contingencies/bank charges	3	20	750	3%
Website hosting & maintenance	-	705	705	100%
EMMA software services	2,000	2,000	-	N/A
Website ADA compliance	-	-	210	0%
Property tax	-	420	-	N/A
Total professional & administrative	<u>7,826</u>	<u>60,350</u>	<u>111,940</u>	54%

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Property management	-	26,928	40,392	67%
Insurance	-	3,916	30,000	13%
Landscape maintenance	10,000	50,000	250,000	20%
Landscape replacment/extras	-	25,385	20,000	127%
Irrigation repair	-	-	5,000	0%
Pond maintenance	1,879	12,327	16,000	77%
Wetland monitoring	-	-	8,000	0%
Annual exotic plant removal	-	-	5,000	0%
Lights, signs & 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	26	139	18,000	1%
Water (reclaimed)	-	-	75,000	0%
Streetlights	1,344	10,853	50,000	22%
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	-	2,435	20,000	12%
Gym equipment lease	-	-	40,000	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	<u>13,249</u>	<u>131,983</u>	<u>706,592</u>	19%
Other fees & charges				
Tax collector	<u>95</u>	<u>13,339</u>	<u>13,772</u>	97%
Total other fees & charges	<u>95</u>	<u>13,339</u>	<u>13,772</u>	97%
Total expenditures	<u>21,170</u>	<u>205,672</u>	<u>832,304</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	(18,017)	347,527	52,400	
Fund balances - beginning	<u>374,647</u>	<u>9,103</u>	<u>-</u>	
Fund balances - ending	<u>\$ 356,630</u>	<u>\$ 356,630</u>	<u>\$ 52,400</u>	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,817	\$ 398,068	\$ 393,765	101%
Assessment levy: off-roll	-	31,991	31,991	100%
Interest and miscellaneous	1,603	15,252	-	N/A
Total revenues	<u>4,420</u>	<u>445,311</u>	<u>425,756</u>	105%
EXPENDITURES				
Debt service				
Principal	-	90,000	90,000	100%
Interest	-	324,788	324,788	100%
Total debt service	<u>-</u>	<u>414,788</u>	<u>414,788</u>	100%
Other fees & charges				
Tax collector	85	11,919	12,305	97%
Total other fees & charges	<u>85</u>	<u>11,919</u>	<u>12,305</u>	97%
Total expenditures	<u>85</u>	<u>426,707</u>	<u>427,093</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4,335	18,604	(1,337)	
Fund balances - beginning	391,919	377,650	368,593	
Fund balances - ending	<u>\$ 396,254</u>	<u>\$ 396,254</u>	<u>\$ 367,256</u>	

**SALTMEADOWS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 128	\$ 1,125
Total revenues	<u>128</u>	<u>1,125</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>76</u>
Total expenditures	<u>-</u>	<u>76</u>
Excess/(deficiency) of revenues over/(under) expenditures	128	1,049
Fund balances - beginning	14,569	13,648
Fund balances - ending	<u>\$ 14,697</u>	<u>\$ 14,697</u>

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 May 20, 2024 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201.

Present were:

Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary
John Kakridas	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Bennett Davenport (via telephone)	Kutak Rock LLP
Jeb Mulock (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:00 p.m. Supervisors Schiffer, Germino and Kakridas were present. Supervisor Noble was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 2**

• **Administration of Oath of Office to Appointed Supervisor**

This item was deferred.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-05,
Electing and Removing Officers of the
District and Providing for an Effective Date**

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date

Ms. Suit presented Resolution 2024-06. She reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

Ms. Suit reviewed the Assessment Comparison and stated that the Phase 1 and Phase 2 Series 2022 Operation & Maintenance (O&M) and Debt Service Assessments are unchanged as compared to Fiscal Year 2024.

On MOTION by Ms. Schiffer and seconded by Mr. Kakridas, with all in favor, Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 19, 2024 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Ms. Suit presented Resolution 2024-07.

The following change was made to the Fiscal Year 2025 Meeting Schedule:

DATE: Delete January 2025 and February 2025 meetings

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-08, Ratifying the Actions of the District Manager in Redesignating the Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Ms. Suit presented Resolution 2024-08. She noted that, should the Landowner choose, Mr. Earlywine will serve as Proxy Holder for the CDD.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-08, Ratifying the Actions of the District Manager in Redesignating the Time and Location for a Landowners' Meeting on November 5, 2024 to 11:00 a.m., at Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202; Providing for Publication, Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Fitnessmith Quotes

A. #EST4338 [Quarterly Preventative Maintenance Plan]

Ms. Suit presented Fitnessmith Quote #EST4338, in the annual amount of \$1,000.

B. #021988 [Project Proposal]

Ms. Suit presented Fitnessmith Quote #021988, in the total amount of \$59,333.61.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Fitnessmith Quote #EST4338, for quarterly maintenance, in the annual amount of \$1,000; and Fitnessmith Quote #021988, for equipment, in the total amount of \$59,333.61, were approved.

NINTH ORDER OF BUSINESS

Consideration of SOLitude Lake
Management, LLC Services Contract
[Midge Fly Treatments]

Ms. Suit presented the SOLitude Lake Management, LLC Services Contract for Midge Fly
Treatments, for ratification.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
SOLitude Lake Management, LLC Services Contract for Midge Fly Treatments, in
the amount of \$1,878.50, was ratified.

TENTH ORDER OF BUSINESS

Consideration of Disclosure Technology
Services, LLC EMMA® Filing Assistance
Software as a Service License Agreement

Ms. Suit presented the Disclosure Technology Services, LLC EMMA® Filing Assistance
Software as a Service License Agreement.

On MOTION by Ms. Germino and seconded by Ms. Schiffer, with all in favor,
the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a
Service License Agreement, in the amount of \$2,000 annually, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-02,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

This item was deferred.

It was noted that the Clubhouse building address can be utilized in the future.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of March 31, 2024

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the Unaudited Financial Statements as of March 31, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS

Approval of February 19, 2024 Regular Meeting Minutes

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the February 19, 2024 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Earlywine stated that the last bond issuance will occur in the last quarter of 2024.

B. District Engineer: ZNS Engineering

There was no report.

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

- **NEXT MEETING DATE: June 17, 2024 at 12:00 PM**

- **QUORUM CHECK**

The June 17, 2024 and July 15, 2024 meetings will be canceled. The next meeting will be on August 19, 2024 and will include the Public Hearing to adopt the Fiscal Year 2025 budget.

Mr. Earlywine stated he will prepare a Project Completion Resolution.

Discussion ensued regarding Public Hearings to adopt the Rules of Procedure and the Amenity Rules and Rates, which will be held on August 19, 2024, as well.

Ms. Schiffer stated that the Amenity Center will not open until September.

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

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the meeting adjourned at 12:14 p.m.

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193 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS



JAMES SATCHER
MANATEE COUNTY SUPERVISOR OF ELECTIONS

600 301 Boulevard West, Suite 108, Bradenton, FL 34205-7946
PO Box 1000, Bradenton, FL 34206-1000

Phone 941-741-3823 • Fax 941-741-3820
Info@VoteManatee.gov • VoteManatee.gov

April 19, 2024

Saltmeadows Community Development District
Wrathell, Hunt and Associates, LLC
Attn: Daphne Gillyard
2300 Glades Rd., Suite 410W
Boca Raton FL 33431

Dear Ms. Gillyard:

We are in receipt of your request for the number of registered voters in the Saltmeadows Community Development District of April 15, 2024. According to our records, there were 98 persons registered in the Saltmeadows Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

James Satcher
Supervisor of Elections

JS/sas

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION <i>Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area</i> <i>8305 Tourist Center Dr, Sarasota, Florida 34201</i> <i>¹WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2023 CANCELED	Regular Meeting	12:00 PM
November 20, 2023 CANCELED	Regular Meeting	12:00 PM
December 18, 2023 ¹	Regular Meeting	12:00 PM
February 19, 2024	Regular Meeting	12:00 PM
March 18, 2024 CANCELED	Regular Meeting	12:00 PM
April 15, 2024 CANCELED	Regular Meeting	12:00 PM
May 20, 2024	Regular Meeting	12:00 PM
June 17, 2024 CANCELED	Regular Meeting	12:00 PM
July 15, 2024 CANCELED	Regular Meeting	12:00 PM
August 19, 2024	Public Hearing and Regular Meeting	12:00 PM
September 16, 2024	Regular Meeting	12:00 PM