

SALTMEADOWS

**COMMUNITY DEVELOPMENT
DISTRICT**

November 18, 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

November 11, 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 November 18, 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. Administration of Oath of Office to Newly Elected Supervisors (Amber Sweeney - Seat 2, Martha Schiffer - Seat 3, Jessica Reschke - Seat 5) *(the following to be provided under a separate cover)*
 - 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 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Acceptance of Resignation of Garth Noble [Seat 1]; *Term Expires November 2026*
6. Consider Appointment of Aimee Greenwood to Fill Unexpired Term of Seat 1
 - Administration of Oath of Office

ATTENDEES:

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

7. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
8. Consideration of Resolution 2025-03, Amending Resolution 2024-11 to Reset the Public Hearing Regarding the Rules Relating to Revised Amenity Rules and Rates, Providing a Severability Clause; and Providing an Effective Date
9. Public Hearing on Adoption of Amenity Rules and Rates
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking
 - B. Consideration of Resolution 2025-04, Adopting Revised Amenity Rules and Rates; Providing a Severability Clause; and Providing an Effective Date
10. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
 - A. Consideration of Resolution 2025-05, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
11. Consideration of Florida State Fence Estimate #46554 for Hurricane Milton Damages
12. Ratification Items
 - A. DV Rents Agreement for Washout Repair Services
 - B. Florida State Fence Estimate #45798 [Vinyl Repairs Along Boggy Creek Place]
 - C. Kastro Lawn Maintenance and Landscaping
 - I. Invoice #10002926 [Fallen/Leaning Trees]
 - II. Proposal [One Time Cleanup, Westside of Property]
 - D. Meritage Homes of Florida, Inc. Letter Agreement for Acquisition of Saltmeadows Phase 1B Utilities Improvements
 - E. SOLitude Lake Management Services Contract [Midge Fly Treatment at Site 5]
 - F. Trimmers Holiday Décor Proposal [Monument Garland \$1,720]
 - G. Wetland Management Services, LLC Amended and Restated Agreement for Wetland Mitigation and Maintenance Services

13. Consideration of Resolution 2024-06, Designating the Location of the Local District Records Office and Providing an Effective Date
14. Acceptance of Unaudited Financial Statements as of September 30, 2024
15. Approval of August 19, 2024 Public Hearing and Regular Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 16, 2024 at 12:00 PM

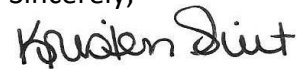
○ QUORUM CHECK

SEAT 1	AIMEE GREENWOOD	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	AMBER SWEENEY	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	MARTHA SCHIFFER	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	MEGAN GERMINO	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	JESSICA RESCHKE	☐	IN PERSON	☐	PHONE	☐	NO

17. Board Members' Comments/Requests
18. Public Comments
19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (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

4

RESOLUTION 2025-01

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

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

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

WHEREAS, such landowners' meeting was held on November 5, 2024 and the below recited person was duly elected by virtue of the votes cast in his/her favor; and

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

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

SEAT	BOARD MEMBER	VOTES
2	Amber Sweeney	50 Votes
3	Martha Schiffer	50 Votes
5	Jessica Reschke	49 Votes

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

SEAT	BOARD MEMBER	TERM OF OFFICE
2	Amber Sweeney	4-Year Term
3	Martha Schiffer	4-Year Term
5	Jessica Reschke	2-Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2024.

Attest:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

5

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Saltmeadows Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

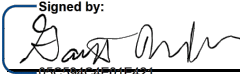
From: Garth Noble

Printed Name

11/15/2024
Date: _____
Date

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

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

Signed by:


Signature

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

**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 November 18, 2024:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
<u>Clifton Fischer</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of November 18, 2024:

<u>John Kakridas</u>	<u>Assistant Secretary</u>
<u>Garth Noble</u>	<u>Chair</u>

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 18TH DAY OF NOVEMBER, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-11 TO RESET THE PUBLIC HEARING REGARDING THE RULES RELATING TO REVISED AMENITY RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2024-11, setting a public hearing to adopt the Rules Relating to Parking and Parking Enforcement, pursuant to Chapter 190, *Florida Statutes*, for October 21, 2024, at 12:00 p.m. at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201; and

WHEREAS, the Board desires to reset the public hearing to be held on November 18, 2024, at 12:00 p.m. at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201, and has caused or will cause published notices to be provided with the new public hearing information, consistent with the requirements of Chapter 190, *Florida Statutes*; and.

WHEREAS, the Board desires to reset and notice the amended public hearing date.

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

SECTION 1. PUBLIC HEARING RESET. Resolution 2024-11 is hereby amended to reflect that the public hearing is reset to be held at the following date, time, and location:

Date: November 18, 2024

Time: 12:00 p.m.

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

SECTION 2. RESOLUTION 2024-11 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-11 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 18th day of November, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

9A



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	602459	Print Legal Ad-IPL01993590 - IPL0199359		\$83.08	1	47 L

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

gillyardd@whhassociates.com

**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 November 18, 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
IPL0199359
Oct 16 2024

THE STATE OF TEXAS COUNTY OF DALLAS

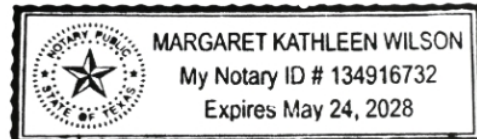
Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
1 insertion(s) published on:
10/16/24

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 16th day of October 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!



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	602466	Print Legal Ad-IPL01993600 - IPL0199360		\$125.43	1	82 L

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

gillyardd@whhassociates.com

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 November 18, 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 Bradenton Herald October 16, 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
IPL0199360
Oct 20 2024

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who on oath says that he/she is Legal Advertising Representative of the The Bradenton Herald, a newspaper published in Manatee County, Florida, that the attached was published on the publicly accessible website of The Bradenton Herald or by print in the issues and dates listed below.

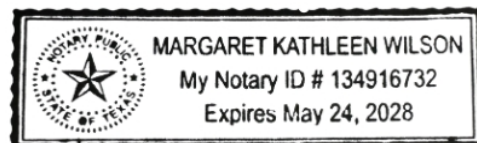
1 insertion(s) published on:
10/20/24

THE STATE OF FLORIDA COUNTY OF MANATEE

Affiant further says that The Bradenton Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.'

Sworn to and subscribed before me this 15th day of
November 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

9B

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED AMENITY RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amenity rules and rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Amenity Rules and Rates”); and

WHEREAS, the Board finds that the Amenity Rules and Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

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

SECTION 1. The Amenity Rules and Rates set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amenity Rules and Rates shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 18th day of November 2024.

ATTEST:

**SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenity Rules and Rates

EXHIBIT A

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Saltmeadows Community Development District

Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

Effective Date: November 18, 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., Wrathell, Hunt and Associates, LLC).

"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 (561) 571-0010.

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**

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. (2024)

Effective Date: November 18, 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 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	\$250/hour for 4 hours. \$100 each additional hour.	\$500

5. **Miscellaneous Fees.**

Item	Fee
Replacement of Damaged, Lost, or Stolen FOB	\$50
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50

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.

PART 3: Saltmeadows Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)
Effective Date: November 18, 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 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

10

Saltmeadows Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

Saltmeadows Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Saltmeadows Community Development District
Manatee County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Saltmeadows Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Saltmeadows Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Saltmeadows Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Saltmeadows Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated September 17, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Saltmeadows Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 17, 2024

**Saltmeadows Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

Management's discussion and analysis of Saltmeadows Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments and developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Saltmeadows Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's liabilities exceeded assets by \$(390,922) (net position). Unrestricted net position was \$(426,520). Restricted net position was \$35,598.
- ◆ Governmental activities revenues totaled \$258,855, while governmental activities expenses totaled \$648,866.

**Saltmeadows Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 194,784	\$ 19,910 *
Restricted assets	245,100	-
Capital assets	5,398,894	-
Total Assets	<u>5,838,778</u>	<u>19,910</u>
Current liabilities	273,913	20,281 *
Non-current liabilities	5,955,787	-
Total Liabilities	<u>6,229,700</u>	<u>20,281</u>
Net Position		
Restricted	35,598	-
Unrestricted	<u>(426,520)</u>	<u>(911) *</u>
Total Net Position	<u>\$ (390,922)</u>	<u>\$ (911)</u>

*Unaudited

This is the first full year of operations and the District issued long-term debt and acquired certain capital assets.

**Saltmeadows Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2023	2022
Program Revenues		
Charges for services	\$ 162,394	\$ -
Operating contributions	87,035	12,999 *
General Revenues		
Investment income	9,426	-
Total Revenues	<u>258,855</u>	<u>12,999</u>
Expenses		
General government	64,981	12,999 *
Physical environment	22,054	-
Interest and other charges	561,831	911 *
Total Expenses	<u>648,866</u>	<u>13,910</u>
Change in Net Position	(390,011)	(911)
Net Position - Beginning of Year	<u>(911)</u>	<u>-</u>
Net Position - End of Year	<u>\$ (390,922)</u>	<u>\$ (911)</u>

*Unaudited

The District had minimal activity in the prior year as they were awaiting the issuance of long-term debt, which occurred during the current year.

**Saltmeadows Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2023</u>	<u>2022</u>
Construction in progress	<u>\$ 5,398,894</u>	<u>\$ -</u>

The activity for the year consisted of additions to construction in progress of \$5,398,894.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less legal fees, landscape and streetlight expenditures than were anticipated.

There were no amendments to the September 30, 2023 budget.

Debt Management

In December 2022, the District issued \$6,095,000 Series 2022 Special Assessment Bonds. These bonds were issued to provide funds for the 2022 Project. The balance outstanding at September 30, 2023 was \$6,095,000.

Economic Factors and Next Year's Budget

Saltmeadows Community Development District is amidst ongoing construction. The District cannot anticipate the effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Saltmeadows Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Saltmeadows Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Saltmeadows Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 6,060
Due from Developer	188,724
Total Current Assets	<u>194,784</u>
Non-current Assets	
Restricted Assets	
Investments	245,100
Capital Assets, Not Being Depreciated	
Construction in progress	5,398,894
Total Non-current Assets	<u>5,643,994</u>
Total Assets	<u>5,838,778</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	26,133
Contracts payable	786
Due to Developer	21,666
Accrued interest	135,328
Bonds payable	90,000
Total Current Liabilities	<u>273,913</u>
Non-current Liabilities	
Bonds payable, net	5,955,787
Total Liabilities	<u>6,229,700</u>
NET POSITION	
Restricted for debt service	35,598
Unrestricted	(426,520)
Net Position	<u>\$ (390,922)</u>

See accompanying notes to financial statements.

Saltmeadows Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues		Net (Expenses)
		Charges for	Operating	Revenues and
		Services	Contributions	Changes in
				Net Position
				Governmental
				Activities
Governmental Activities				
General government	\$ (64,981)	\$ -	\$ 64,981	\$ -
Physical environment	(22,054)	-	22,054	-
Interest and other charges	(561,831)	162,394	-	(399,437)
Total Governmental Activities	<u>\$ (648,866)</u>	<u>\$ 162,394</u>	<u>\$ 87,035</u>	<u>(399,437)</u>
General Revenues				
Investment income				<u>9,426</u>
Change in Net Position				(390,011)
Net Position - October 1, 2022				<u>(911)</u>
Net Position - September 30, 2023				<u><u>\$ (390,922)</u></u>

See accompanying notes to financial statements.

Saltmeadows Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 6,060	\$ -	\$ -	\$ 6,060
Due from Developer	26,330	162,394	-	188,724
Restricted assets				
Investments	-	215,257	29,843	245,100
Total Assets	<u>\$ 32,390</u>	<u>\$ 377,651</u>	<u>\$ 29,843</u>	<u>\$ 439,884</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 26,133	\$ -	\$ -	\$ 26,133
Contracts payable	-	-	786	786
Due to Developer	6,257	-	15,409	21,666
Total Liabilities	<u>32,390</u>	<u>-</u>	<u>16,195</u>	<u>48,585</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	<u>12</u>	<u>-</u>	<u>-</u>	<u>12</u>
FUND BALANCES				
Restricted for debt service	-	377,651	-	377,651
Restricted for capital projects	-	-	13,648	13,648
Unassigned	(12)	-	-	(12)
Total Fund Balances	<u>(12)</u>	<u>377,651</u>	<u>13,648</u>	<u>391,287</u>
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 <u>\$ 32,390</u>	 <u>\$ 377,651</u>	 <u>\$ 29,843</u>	 <u>\$ 439,884</u>

See accompanying notes to financial statements.

Saltmeadows Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 391,287
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	5,398,894
Long-term liabilities, including bonds payable, \$(6,095,000), net of bond discount, \$49,213, are not due and payable in the current period and therefore, are not reported at the fund level.	(6,045,787)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	(135,328)
Unavailable revenues are recognized as deferred inflows of resources at the fund level; however, revenues are recognized when earned at the government-wide level.	12
Net Position of Governmental Activities	\$ (390,922)

See accompanying notes to financial statements.

Saltmeadows Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ -	\$ 162,394	\$ -	\$ 162,394
Developer contributions	88,062	-	-	88,062
Investment income	-	8,532	894	9,426
Total Revenues	<u>88,062</u>	<u>170,926</u>	<u>894</u>	<u>259,882</u>
Expenditures				
Current				
General government	64,981	-	-	64,981
Physical environment	22,054	-	-	22,054
Capital outlay	-	-	5,398,894	5,398,894
Debt service				
Interest	-	117,284	-	117,284
Other	-	307,972	-	307,972
Total Expenditures	<u>87,035</u>	<u>425,256</u>	<u>5,398,894</u>	<u>5,911,185</u>
Excess of revenues over/(under) expenditures	<u>1,027</u>	<u>(254,330)</u>	<u>(5,398,000)</u>	<u>(5,651,303)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	680,224	5,414,776	6,095,000
Bond discount	-	(50,460)	-	(50,460)
Transfers in	-	3,128	-	3,128
Transfers out	-	-	(3,128)	(3,128)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>632,892</u>	<u>5,411,648</u>	<u>6,044,540</u>
Net Change in Fund Balances	1,027	378,562	13,648	393,237
Fund Balances - October 1, 2022	<u>(1,039)</u>	<u>(911)</u>	<u>-</u>	<u>(1,950)</u>
Fund Balances - September 30, 2023	<u>\$ (12)</u>	<u>\$ 377,651</u>	<u>\$ 13,648</u>	<u>\$ 391,287</u>

See accompanying notes to financial statements.

Saltmeadows Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ 393,237
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year.	5,398,894
The issuance of long-term debt, \$(6,095,000), net of bond discount, \$50,460 are recognized as an other financing source/use at the fund level, however, they increase liabilities at the government-wide level.	(6,044,540)
Bond discount is amortized as interest over the life of the bonds at the government-wide level. This is the current year amortization.	(1,247)
Interest is accrued on outstanding bonds at the government-wide level, whereas at the fund level interest is reported when due. This is the current year change in accrued interest.	(135,328)
Unavailable revenues are reported as deferred inflows of resources at the fund level, however, revenue is recognized when earned at the government-wide level. This is the current year change in unavailable revenues.	(1,027)

Change in Net Position of Governmental Activities	\$ (390,011)
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See accompanying notes to financial statements.

Saltmeadows Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	<u>\$ 736,432</u>	<u>\$ 736,432</u>	<u>\$ 88,062</u>	<u>\$ (648,370)</u>
Expenditures				
Current				
General government	101,940	101,940	64,981	36,959
Physical environment	499,892	499,892	22,054	477,838
Culture/recreation	<u>84,700</u>	<u>84,700</u>	<u>-</u>	<u>84,700</u>
Total Expenditures	<u>686,532</u>	<u>686,532</u>	<u>87,035</u>	<u>599,497</u>
Net Change in Fund Balances	49,900	49,900	1,027	(48,873)
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>(1,039)</u>	<u>(1,039)</u>
Fund Balances - September 30, 2023	<u><u>\$ 49,900</u></u>	<u><u>\$ 49,900</u></u>	<u><u>\$ (12)</u></u>	<u><u>\$ (49,912)</u></u>

See accompanying notes to financial statements.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 18, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 22-47 of Manatee County, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Saltmeadows Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Saltmeadows Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for the certain preliminary costs associated with the issuance of new debt.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

e. Unamortized Bond Discount

Bond discounts are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight-line method of accounting. For financial reporting, the unamortized bond discount is netted against the applicable long-term debt.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance and the carrying value were \$6,060. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity Date</u>	<u>Fair Value</u>
First American Government Obligation	24 Days*	<u>\$ 245,100</u>
*Weighted Average Maturity		

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment in First American Government Obligation is a Level 1 asset.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in commercial paper and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The District's investments in the First American Government Obligation were rated AAAm by Standard & Poor's as of September 30, 2023.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligation are 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Balance October 1 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets, not depreciated:				
Construction in progress	\$ -	\$ 5,398,894	\$ -	\$ 5,398,894

NOTE D – INTERFUND ACTIVITY

Interfund transfers for the year ended September 30, 2023, consisted of the following:

Transfers Out	Transfers In
	Debt Service Fund
Capital Projects Fund	\$ 3,128

Transfers were completed in accordance with the Trust Indenture.

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2023:

Governmental Activities

Long-term debt at October 1, 2022	\$ -
Issuance of bonds	<u>6,095,000</u>
Bonds payable at September 30, 2023	\$ 6,095,000
Bond discount, net	(49,213)
Long-term Debt, Net	<u><u>\$ 6,045,787</u></u>

Special Assessment Debt

Long-term debt is comprised of the following:

\$6,095,000 Special Assessment Bonds, Series 2022 due in annual principal installments, beginning May 1, 2024. Interest is due semi-annually on November 1 and May 1, beginning May 1, 2023 at rates between 4.625% and 5.500% with a final maturity date of May 1, 2053. Current portion is \$90,000.

\$ 6,095,000

The annual requirements to amortize the principal and interest of debt outstanding as of September 30, 2023 are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 90,000	\$ 324,788	\$ 414,788
2025	90,000	320,625	410,625
2026	95,000	316,463	411,463
2027	100,000	312,069	412,069
2028	105,000	307,444	412,444
2029-2033	615,000	1,454,525	2,069,525
2034-2038	800,000	1,275,138	2,075,138
2039-2043	1,035,000	1,042,300	2,077,300
2044-2048	1,365,000	728,200	2,093,200
2049-2053	<u>1,800,000</u>	<u>307,998</u>	<u>2,107,998</u>
Totals	<u><u>\$ 6,095,000</u></u>	<u><u>\$ 6,389,550</u></u>	<u><u>\$ 12,484,550</u></u>

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE E – LONG-TERM DEBT (CONTINUED)

Summary of Significant Resolution Terms and Covenants

Significant Bond Provisions

The Series 2022 Special Assessment Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, on any date, at a redemption price equal to the principal amount of the Series 2022 Special Assessment Bonds to be redeemed, together with accrued interest to the date of redemption. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2022 Reserve Account was funded from the proceeds of the Series 2022 Special Assessment Bonds in amounts equal to fifty percent of the maximum annual debt service of the Series 2022 Special Assessment Bonds until Reserve Account Release Conditions have been met. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2022 Reserve Account Requirement shall mean an amount equal to ten percent of the maximum annual debt service of the Series 2022 Special Assessment Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2023:

	Reserve Balance	Reserve Requirement
Special Assessment Bonds, Series 2022	\$ 206,725	\$ 206,725

Saltmeadows Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District received \$88,062 in contributions and \$162,394 in assessments from the Developer for the year ended September 30, 2023. Additionally, the District has a balance due from the Developer of \$188,724 and a balance due to the Developer of \$21,666.

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There have not been any claims from these risks since inception.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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Suite 200
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Saltmeadows Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Saltmeadows Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated September 17, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Saltmeadows Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Saltmeadows Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Saltmeadows Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Saltmeadows Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Saltmeadows Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 17, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Saltmeadows Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the financial statements of the Saltmeadows Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated September 17, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated September 17, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. This is the initial financial audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Saltmeadows Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Saltmeadows Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
Saltmeadows Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2023 for the Saltmeadows Community Development District. It is management's responsibility to monitor the Saltmeadows Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Saltmeadows Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 1
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$74,821
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: None
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Saltmeadows Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. Debt Service Fund, \$448.76 - \$673.14.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$162,394.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2022, \$6,095,000, maturing May 2053.



To the Board of Supervisors
Saltmeadows Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 17, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415 FLORIDA STATUTES

To the Board of Supervisors
Saltmeadows Community Development District
Manatee County, Florida

We have examined Saltmeadows Community Development District's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2023. Management is responsible for Saltmeadows Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Saltmeadows Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Saltmeadows Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Saltmeadows Community Development District's compliance with the specified requirements.

In our opinion, Saltmeadows Community Development District's complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2023.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 17, 2024

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

10A

RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2023**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2023;

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

1. The Audited Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 18th day of November, 2024.

ATTEST:

**SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

11

4330 S. 66th St.
Tampa, FL 33619
"Fences Make Better Neighbors!"
www.FloridaStateFence.com

Estimate

Date Estimate #
10/23/2024 46554

Name / Address

Saltmeadows CDD
P.O. Box 810036
Boca Raton, FL 33481

Ship To

Salt Meadows CDD
Salt Meadows
Parrish, Fl

Office	Terms	Rep	Project		
813-413-7844	Due Upon Completion	Dion	Hurricane Milton		
Description		Qty	U/M	Rate	Total
Salt Meadows Hurricane Milton Damages					
Remove/ Dispose and Install new:					
Removal and disposal of 1,752' of existing damaged fence		1,752	l/ft.	3.50	6,132.00
-1,752' of new 6'H x 6'W TAN Vinyl Privacy Fence Color: TAN 60lb Concrete Per Post		1,752	l/ft.	20.95	36,704.40
Repair/ Straighten: -800' of existing leaning vinyl fence. repair, re assemble, straighten etc		800		5.00	4,000.00
price note. This estimate is to be approved as a worst case scenario as some of the 'replace' may be able to repair, even if a small portion. At that point inventory of work is kept track and INVOICE sent at the end would be less as install amount would change to 'repair' amount					

Price is good for Cash, Check, or ACH only.
Convenience Electronic fee will apply.
Florida State Fence has the right to recover attorneys' fees incurred in connection with
collection of amounts owed.

Total	\$46,836.40
--------------	-------------

Florida State Fence is not liable for unmarked utilities, or sprinkler lines (marked or unmarked). If a boundary Survey is not provided, customer takes responsibility of fence location. Full payment is due at the time of completion. Any balance not paid within 10 days of completion will be accessed a finance charge of 1 ½% per month applied, to all accounts not paid in full. All materials remain the property of Florida State Fence until full payment is received. Right of access and removal is granted to Florida State Fence in the event of nonpayment, per the terms of this contract.

Customer assumes all responsibility for obtaining homeowners association approval for the type and location of fence. Customer must provide a plot plan and/or survey to establish fence installation location. If not provided, customer assumes all responsibility for the location of the fence.

Signature:_____

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

AGREEMENT FOR WASHOUT REPAIR SERVICES

This "Agreement" is by and between: Saltmeadows Community Development District ("District") and DV Rents, LLC dated August 30, 2024 ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall at its cost obtain all permits, licenses, and other approvals necessary for providing the Services.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties 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.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **ANTI-HUMAN TRAFFICKING STATEMENT.** Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.
13. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

14. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

SALTMADOWS COMMUNITY DEVELOPMENT DISTRICT

By: Martha Schiffer
Its: CDD Vice Chair

DV RENTS, LLC

By: David Wilson
Its: Owner

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal



Wilson Site & Utilities
30518 Saddlebag Trail
Myakka City, FL 34251
45-0918101
CUC052609

PROPOSAL

#: 1
Date: 8-29-24
Job Name: Saltmeadows CDD Phase 1A
Job Location: Parrish, FL

Bill to: Saltmeadows CDD
Contact: Sharon Gastelbondo

sgastelbondo@homeriver.com
saltmeadowscdddistrictap.com

Item Description	QTY	Unit	Unit Price	Total Price
Repair wash-out in Ph.1A along western fence line.				
279 Skid	1	EA	\$1,950.00	\$1,950.00
305 Mini-Ex	1	EA	\$2,150.00	\$2,150.00
Labor	1	LS	\$3,850.00	\$3,850.00
Restabilize	1	LS	\$850.00	\$850.00
We expect this to take 3 days to complete.				

Exhibit B: Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/30/2024													
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 Ben Brown Insurance Agency 3731 S Tuttle Ave Sarasota FL 34239-6410 INSURED DV Rents, LLC DBA Wilson Site & Utilities 30518 Saddlebag Trail Myakka City FL 34251-8417	CONTACT NAME: Jessica Belvitch PHONE (A/C, No, Ext): (941) 487-3502 FAX (A/C, No): (941) 365-3143 E-MAIL ADDRESS: certificates@benbrownins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: FCCI Insurance Co</td> <td>10178</td> </tr> <tr> <td>INSURER B: Monroe Guaranty Ins Co</td> <td>32506</td> </tr> <tr> <td>INSURER C: National Trust Ins Co</td> <td>20141</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Co	10178	INSURER B: Monroe Guaranty Ins Co	32506	INSURER C: National Trust Ins Co	20141	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
COVERAGES CERTIFICATE NUMBER: 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	ADDITIONAL SUBROGATION	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 ☒ PROJECT ☐ LOC ☐ OTHER:			GL100089254-00	01/15/2024	01/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA100089253-00	01/15/2024	01/15/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB100089256-00	01/15/2024	01/15/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V / N ☒ Y ☐ N / A		WC0100059118-05	07/15/2024	07/15/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000								
A	Contractors Equipment Rented or Leased			CM100089255-00	01/15/2024	01/15/2025	Limit \$225,000 Deductible \$1,000								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excavation, Underground Utilities, Grading of Land, Lessor of Contractors Equipment. Umbrella policy follows over the general liability, auto liability and employer's liability policies.															
CERTIFICATE HOLDER Salt Meadows Community Development District PO Box 810036 Boca Raton FL 33481				CANCELLATION 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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SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

Estimate

Date	Estimate #
10/1/2024	45798

Name / Address

Saltmeadows CDD
2300 Glades Rd., Suite 410W
Boca Raton, FL 33431

Ship To

Salt Meadows
Vinyl Repairs
Along Boggy Creek Place

Office	Terms	Rep	Project		
813-413-7844	Due Upon Completion	PL	Salt Meadows - Repair Boggy Creek Place		
Description		Qty	U/M	Rate	Total
Saltmeadows CDD 2300 Glades Rd., Suite 410W Boca Raton, FL 33431					
Vinyl Repairs Along Boggy Creek Place					
6' Tan Privacy Vinyl Fence - Service		1	l/ft.	1,795.00	1,795.00
- Install (4) 6'h x 6'w Tan Vinyl Panels- new rails needed					
- Replace (2) damaged Tan Line Posts					
- Remove and reinstall (16) posts					
- (18) 60lbs concrete					

Price is good for Cash, Check, or ACH only.

Convenience Electronic fee will apply.

Florida State Fence has the right to recover attorneys' fees incurred in connection with collection of amounts owed.

Total

\$1,795.00

Florida State Fence is not liable for unmarked utilities, or sprinkler lines (marked or unmarked). If a boundary Survey is not provided, customer takes responsibility of fence location. Full payment is due at the time of completion. Any balance not paid within 10 days of completion will be accessed a finance charge of 1 ½% per month applied, to all accounts not paid in full. All materials remain the property of Florida State Fence until full payment is received. Right of access and removal is granted to Florida State Fence in the event of nonpayment, per the terms of this contract.

Customer assumes all responsibility for obtaining homeowners association approval for the type and location of fence. Customer must provide a plot plan and/or survey to establish fence installation location. If not provided, customer assumes all responsibility for the location of the fence.

Signature:

10/02/2024

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CI



INVOICE

Kastro Lawn
15802 Cassia Lake Pl
Wimauma FL 33598
941-243-2910

DATE: 09/30/24
INVOICE # 10002926
PROPERTY / LOCATION: **SALTMEADOWS
COMMUNITY DEV DISTRICT PHASE I**

TO:
**SALTMEADOWS CDD
C/O WRATHELL, HUNT AND ASSOCIATES, LLC
PO BOX 810036
BOCA RATON FL 33481**

SHIP TO:
**SALTMEADOWS CDD
C/O WRATHELL, HUNT AND ASSOCIATES, LLC
PO BOX 810036
BOCA RATON FL 33481**

Description	Quantity	Unit Price	Total
Trees that have fallen down / leaning due to storm Helene	45	\$75.00	\$3,375.00
		SUBTOTAL	\$3,375.00
		TOTAL DUE	\$3,375.00

Make all checks payable to Kastro Lawn

If you have any questions concerning this invoice, contact Eddy Zuniga @ 941-243-2910 or via email edmzuniga@gmail.com

THANK YOU FOR YOUR BUSINESS!

10/01/2024

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII



PROPOSAL

DATE: 09/25/2024

PROPERTY / LOCATION: **SALTMEADOWS
COMMUNITY DEV DISTRICT PHASE I**

Kastro Lawn
15802 Cassia Lake Pl
Wimauma FL 33598
941-243-2910

TO:
**SALTMEADOWS CDD
C/O WRATHELL, HUNT AND ASSOCIATES, LLC
PO BOX 810036
BOCA RATON FL 33481**

SHIP TO:
**SALTMEADOWS CDD
C/O WRATHELL, HUNT AND ASSOCIATES, LLC
PO BOX 810036
BOCA RATON FL 33481**

Description	Quantity	Unit Price	Total
One time cleanup on the west side of the property/ current property line is 15ft and code is 30ft	1	\$4,500.00	\$4,500.00
		SUBTOTAL	\$4,500.00
		TOTAL DUE	\$4,500.00

If you have any questions concerning this invoice, contact Eddy Zuniga @ 941-243-2910 or via email edmzuniga@gmail.com

THANK YOU FOR YOUR BUSINESS!

09/30/2024

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

July 26
_____, 2024

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

Re: Letter Agreement for Acquisition of Saltmeadows Phase IB Utilities Improvements

Dear Craig,

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

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements. Further, if applicable, the Developer agrees to post any bonds or other forms of security, provide any warranties, and otherwise take all steps reasonably necessary to effect the transfer of the Improvements to a local general purpose government.

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

Agreed to by:
**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**


Name: Martha Schiffer
Title: CDD Vice Chair

Sincerely,
MERITAGE HOMES OF FLORIDA, INC.


Name: Steve Harding
Title: Division President

EXHIBIT A

Wastewater Utilities - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

Potable Water Utilities - All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

Reclaimed Utilities - All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below , as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

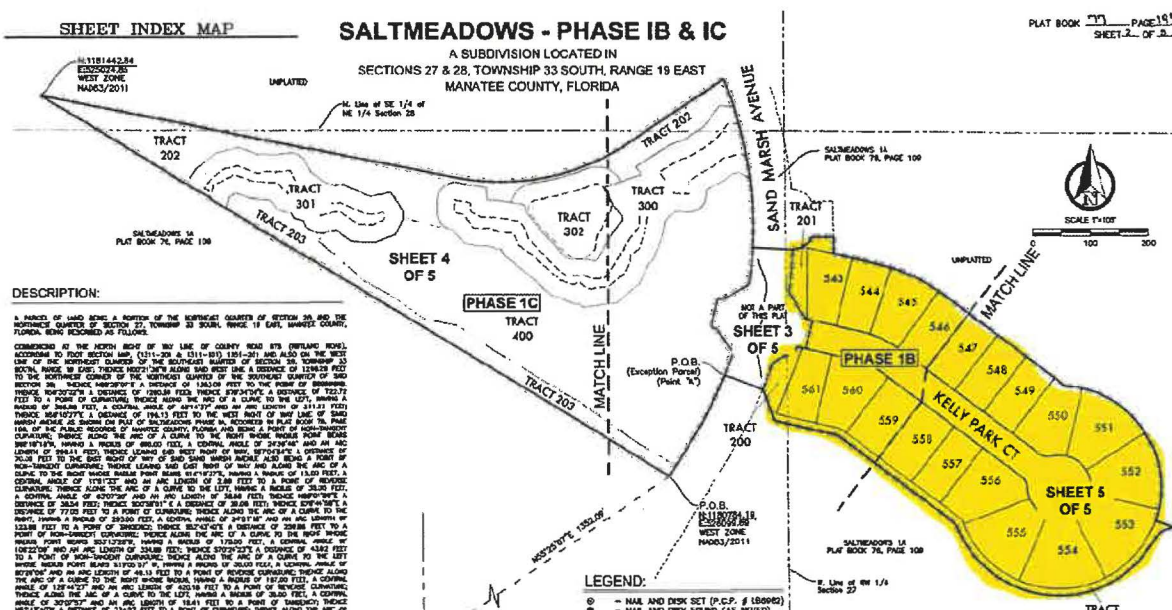


EXHIBIT A (Con't.)

Description of Saltmeadows Phase IB Utilities Improvements

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

DESCRIPTION	CDD ELIGIBLE AMOUNT	PAID TO DATE	BALANCE OWED	RETAINAGE
POTABLE WATER	\$57,951.43	\$57,951.43	\$0.00	\$0.00
WASTE WATER	\$64,264.75	\$64,264.75	\$0.00	\$0.00
REUSE	\$51,270.42	\$51,270.42	\$0.00	\$0.00
TOTAL	\$173,486.60	\$173,486.60	\$0.00	\$0.00

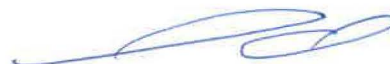
CORPORATE DECLARATION REGARDING COSTS PAID
[SALTMEADOWS PHASE IB UTILITIES IMPROVEMENTS]

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**Developer**"), does hereby certify to the Saltmeadows Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Master Engineer's Report*, dated July 7, 2022, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

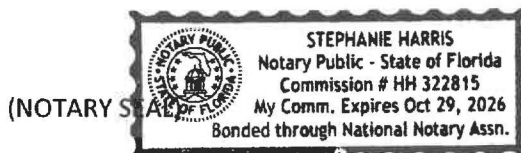
IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 04 day of July, 2024.

MERITAGE HOMES OF FLORIDA, INC.


Name: Steve Harding
Title: Division President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 04th day of July, 2024, by Steve Harding as Division President of Meritage Homes of Florida, Inc., a Florida corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



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

Description of Saltmeadows Phase IB Utilities Improvements

Wastewater Utilities - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

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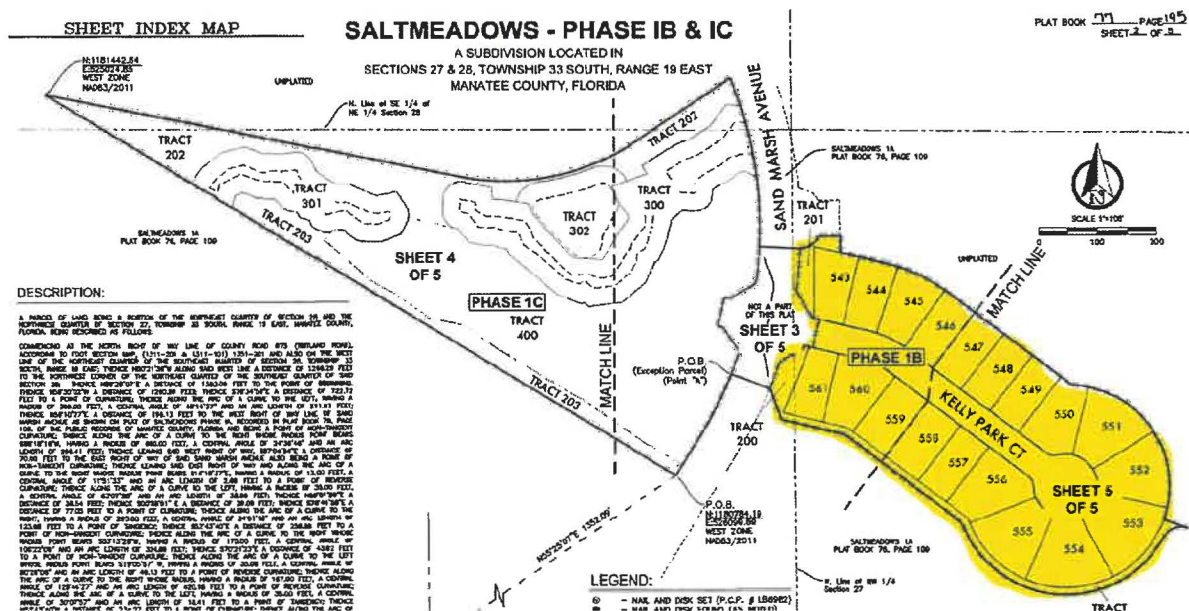


EXHIBIT A (Con't.)

Description of Saltmeadows Phase IB Utilities Improvements

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

DESCRIPTION	CDD ELIGIBLE AMOUNT	PAID TO DATE	BALANCE OWED	RETAINAGE
POTABLE WATER	\$57,951.43	\$57,951.43	\$0.00	\$0.00
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TOTAL	\$173,486.60	\$173,486.60	\$0.00	\$0.00

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SALTMEADOWS PHASE IB UTILITIES IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 20 day of September, 2024, by DV Rents, LLC, d/b/a Wilson Site & Utilities ("Contractor"), with an address of 30518 Saddlebag Trail, Myakka City, Florida 34251, in favor of the **Saltmeadows Community Development District** ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

9/20/24 **WHEREAS**, pursuant to that certain construction agreement ("**Contract**") dated 9/20/24 and between Contractor and Meritage Homes of Florida, Inc., ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

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

Notwithstanding anything to the contrary herein, Contractor is owed \$0.00 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

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

[Signature]
By: Daniel Wilson
Its: Owner

STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 20 day of September, 2024, by Daniel Wilson as Owner of DV RENTS, LLC / Wilson Site Utilities, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced [Signature] as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Donna C Kirk
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A (Con't.)

Description of Saltmeadows Phase IB Utilities Improvements

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

DESCRIPTION	CDD ELIGIBLE AMOUNT	PAID TO DATE	BALANCE OWED	RETAINAGE
POTABLE WATER	\$57,951.43	\$57,951.43	\$0.00	\$0.00
WASTE WATER	\$64,264.75	\$64,264.75	\$0.00	\$0.00
REUSE	\$51,270.42	\$51,270.42	\$0.00	\$0.00
TOTAL	\$173,486.60	\$173,486.60	\$0.00	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
[SALTMEADOWS PHASE IB UTILITIES IMPROVEMENTS]

Sept 10, 2024

Board of Supervisors
Saltmeadows Community Development District

Re: Acquisition of Improvements

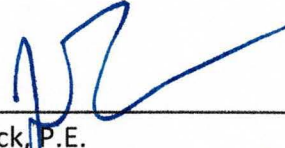
Ladies and Gentlemen:

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

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

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

ZNS ENGINEERING, L.C.

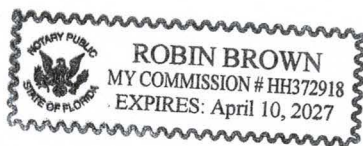


Jeb Mulock, P.E.
Florida Registration No. 64692
District Engineer

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of September, 2024, by Jeb Mulock as President of ZNS Engineering, L.C., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)





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

EXHIBIT A (Con't.)

Description of Saltmeadows Phase IB Utilities Improvements

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

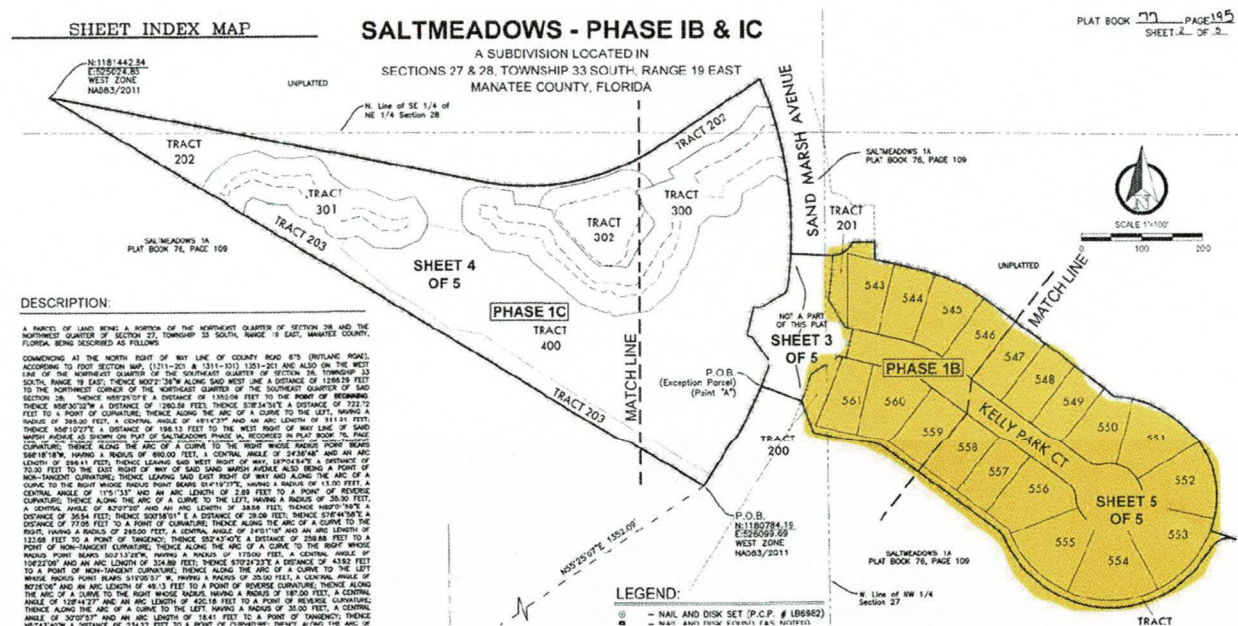
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TOTAL	\$173,486.60	\$173,486.60	\$0.00	\$0.00

EXHIBIT A

Wastewater Utilities - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

Potable Water Utilities - All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below , as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

Reclaimed Utilities - All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all “Public Utility Easements,” located within Phase IB as depicted below , as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.



BILL OF SALE AND LIMITED ASSIGNMENT
[SALTMEADOWS PHASE IB UTILITIES IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 24 day of July, 2024, by and between **Meritage Homes of Florida, Inc.**, a Florida corporation, with an address of 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 ("**Grantor**"), and **Saltmeadows Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS, AND "WITH ALL FAULTS"**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown,

suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

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

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

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered by:

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

By: [Signature]
Name: ERIN DEGEORGE

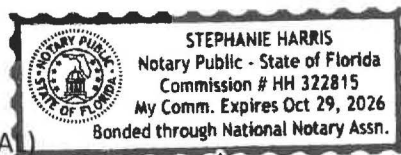
Name: Steve Harding
Title: Division President

By: Aimee Greenwood
Name: Aimee Greenwood

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of July, 2024, by Steve Harding as Division President of Meritage Homes of Florida and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



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

Description of Saltmeadows Phase IB Utilities Improvements

Wastewater Utilities - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

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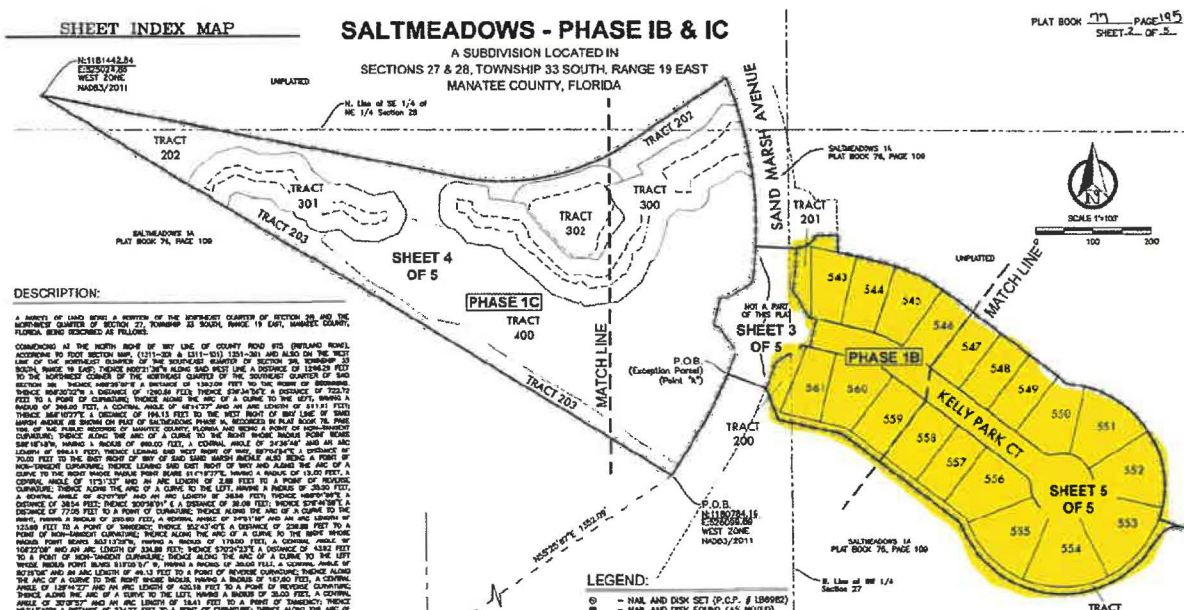


EXHIBIT A (Con't.)

Description of Saltmeadows Phase IB Utilities Improvements

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

DESCRIPTION	CDD ELIGIBLE AMOUNT	PAID TO DATE	BALANCE OWED	RETAINAGE
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WASTE WATER	\$64,264.75	\$64,264.75	\$0.00	\$0.00
REUSE	\$51,270.42	\$51,270.42	\$0.00	\$0.00
TOTAL	\$173,486.60	\$173,486.60	\$0.00	\$0.00

BILL OF SALE
[PHASE IB IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

1. All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below, and further identified in **Exhibit A** attached hereto;
2. All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below, and further identified in **Exhibit A** attached hereto.
3. All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below, and further identified in **Exhibit A** attached hereto.

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 25th day of July, 2024.

WITNESSES:

SALTMEADOWS COMMUNITY DEVELOPMENT
DISTRICT

Signature: [Signature]
Print Name: MEAGAN GERMINO

Signature: [Signature]
Print Name: Kimberly Carter

By: [Signature]
Its: Chairperson
CDD VICE CHAIR

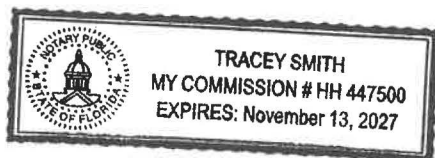
STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of July, 2024, by Martha Schiffer as VICE CHAIR of SALTMEADOWS CDD, who is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)

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



WHEREFORE, the County and Seller have executed this Bill of Sale as of this _____ day of _____, 2024.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Scott Hopes (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY PUBLIC Signature

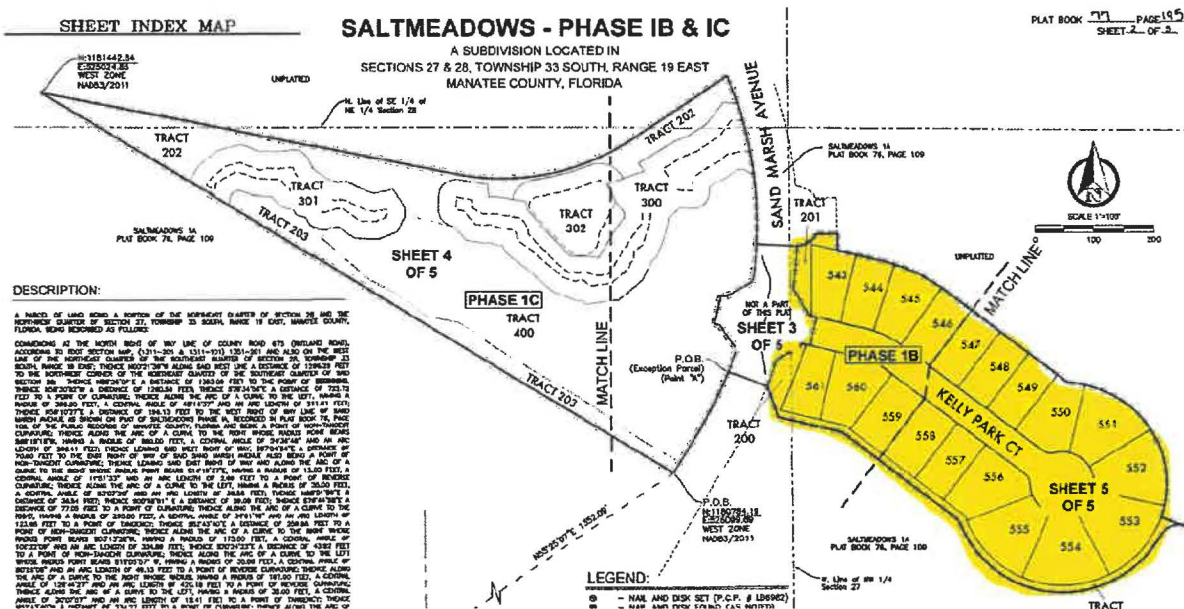
Printed Name

EXHIBIT A

Wastewater Utilities - All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon that certain right-of-way designated as Kelly Park Court and located within Phase IB as depicted below and all "Public Utility Easements," located within Phase IB as depicted below, as identified in the plat known as *Saltmeadows - Phase IB & IC*, as recorded at Plat Book 77, Pages 194 - 198, of the Official Records of Manatee County, Florida.

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SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

SERVICES CONTRACT

CUSTOMER NAME: Saltmeadows CDD
SUBMITTED TO: Sharon Gastelbondo - sgastelbondo@homeriver.com
CONTRACT DATE: August 2nd, 2024
SUBMITTED BY: Mitchell Hartwig - Operations Manager
SERVICES: Midge Fly Treatment at site 5.

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 total fee for the Services is **\$1,080.00. Price is valid for 60 days from the contract date.** SOLitude shall invoice the Customer following completion of each Task Service. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company 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 the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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



4. 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.

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

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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

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



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. 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.

ACCEPTED AND APPROVED:

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



SOLITUDE LAKE MANAGEMENT, LLC.

Saltmeadows CDD

Signature: _____

Signature: _____

Printed Name: Trina L. Duncan

Printed Name: Martha Schiffer

Title: Business Manager

Title: CDD Vice Chair

Date: 08/08/2024

Date: 8/6/24

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

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

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



SCHEDULE A - SERVICES

SPECIFICATIONS:

- **Midge Fly Larvicide Treatments for Pond #1**
 - Quantity 1 Midge Fly Treatment(s): Series of Three (3) treatments (approximately 10-14 days apart).
 - This Biological Larvicide has no effect on midges or mosquito's which have reached the pupa stage prior to the treatments. As Aquatic midges can travel some distance and are attracted to light, we suggest turning off or reducing outside lighting to reduce swarming around inhabited locations. Solitude cannot guarantee the complete control of the midges.

General Qualifications:

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

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

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS F

2024 Holiday Decor

2024 Holiday Decor



**Salt Meadows CDD -
c/o Home River
Group (Billing)**

12906 Tampa Oaks Blvd
#100
Temple Terrace, FL 33637
sgastelbondo@homeriver.com
[\(813\) 600-5090](tel:(813)600-5090)

**Salt
Meadows
(Site)**

Sand Marsh
Ave. at
Rutland Ave &
Sand Marsh
Ave at
Waulchula
Rd.
Parrish, FL
34219

Trimmers Holiday Decor

patrick@trimmershd.com
[\(813\) 545-4782](tel:(813)545-4782)

Features

☒ **Entrance Monument on Rutland Rd**

\$0.00

Need power outlets install on back of signs

☒ **Monument Garland**

\$1,720.00

Install lit garland and bows on top of sign on each side of the road

Pre Lit Garland (WW Lights - 9')

Trimmers Bows

☒ **Entrance from SR62**

\$0.00

Need power installed on back of sign

☒ **Monument Garland**

\$1,720.00

Install lit garland and bows on top of sign on each side of the road

Pre Lit Garland (WW Lights - 9')

Trimmers Bows

☒ **Garland around pots**

\$720.00

Install unlit garland and bows around 2 bowls on top of each of the 4 signs. Total of 8 bowls

Trimmers Bows

Quantity: 8

Unlit Garland

Pricing

Pricing

Subtotal	\$4,160.00
Tax	\$0.00
Total	\$4,160.00
Deposit Amount	\$2,080.00
Due date	Immediately

Terms & Conditions

- Contract will automatically renew unless notification by either party by April 1st following decorating season.
- Please have palms trimmed prior to October 1st.
- Trimmers Holiday Decor retains ownership of all merchandise.
- All lighting will be commercial grade LED lighting.
- Customer is responsible for working power outlets.
- Customer agrees to make sure irrigation is turned OFF during the time the lights are on. This is usually from dusk to dawn. If customer fails to do so, this will trip the breakers. We will not be responsible for lights not working due to irrigation running at this time.
- Customer is responsible for informing any landscapers when the lights are installed so they can avoid damaging lights or cords. We are not responsible for these

companies causing damage to the material, and there will be an extra service charge to replace any damaged material.

-Installation by December 10th (Lighting installs begin by October 1st, Greenery begins November 1st).

-Removal of decor by January 20th (Lighting may come down after the 20th, but all greenery and visible decor will be removed by the 20th).

Service Includes:

*Installation of Lighting

*Service calls

*Take down and storage

-For all contracts signed by May 1st, 50% Deposit due on June 1st and final 50% will be due December 1st.

-For all contracts signed between May 2nd and September 31st, 50% deposit due within 30 days of signed contract and the final 50% payment due December 1st.

-For all contracts signed after October 1st, payment will be due in full prior to installation.

5% late fee for payment received later than 15 days after due date.

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS G

AMENDED AND RESTATED ¹AGREEMENT FOR WETLAND MITIGATION AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this 12th day of September 2024, by and between:

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Manatee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“District”), and

WETLAND MANAGEMENT SERVICES, LLC, a Florida limited liability company, with a mailing address of 1721 Hickory Gate Drive South, Dunedin, Florida 34698 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), and located in Manatee County, Florida; and

WHEREAS, the District owns, operates, and maintains certain wetlands and conservation property; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide mitigation and maintenance services for the wetlands; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

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

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

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

2. DESCRIPTION OF WORK AND SERVICES. Contractor agrees to furnish all necessary labor, materials, equipment, tools, expertise and supplies and perform all tasks necessary for the provision of wetland mitigation and maintenance services, as such services are detailed in **Exhibit A** hereto, by this reference incorporated herein and forming a material part of this Agreement (the “Work”); provided, however, that if there are any conflicts between the

¹ This amended and restated Agreement supersedes and replaces any prior versions of this agreement.

terms of **Exhibit A** and the terms of this Agreement, the terms of this Agreement shall control. To the extent additional work is required beyond the Work as defined, such additional work shall only be authorized pursuant to amendment of this Agreement or shall require additional agreement(s).

3. COMPENSATION AND TERM. The term of this Agreement shall commence on the date first mentioned above and continue through September 30, 2024 (the “**Initial Term**”). Thereafter, the Agreement shall automatically renew for additional one-year terms, unless terminated earlier in accordance with the terms set forth herein. The District shall pay the Contractor **Ten Thousand Sixty Four Dollars and Thirty-Eight Cents (\$10,064.38)** for the plantings described in **Exhibit A**. Additionally, the District shall pay the Contractor **Three Thousand Three Hundred Ninety Dollars (\$3,390.00)** per event. There will be nine (9) events total per year, excluding the Initial Term. The Contractor agrees to provide invoices to the District, in writing, which shall describe the portion of the Work provided and the amount of time spent for such portion of the Work and shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month after services are rendered pursuant to this Agreement. These invoices are due and payable within thirty (30) days of receipt by the District. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C.** The District Manager will initially act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, interpret, and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services.

- (1) If requested by the District Manager, the Contractor agrees to meet with the District's representative no less than one (1) time per month to inspect the wetlands to discuss conditions, schedules, and items of concern regarding this Agreement.
- D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
5. **INSURANCE.**
- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

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

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

17. OWNERSHIP OF DOCUMENTS. All report documents produced by Contractor under this Agreement shall be made available to the District upon receipt of full payment for services rendered. Contractor 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.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to the Contractor: Wetland Management Services, LLC
1721 Hickory Gate Drive South
Dunedin, Florida 34698
Attn: Hugh W. West

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

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

24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Manatee County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Contractor and shall remain in effect until the services contemplated herein are

complete, unless terminated by either of the District or the Contractor in accordance with the terms of this Agreement.

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

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

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

33. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

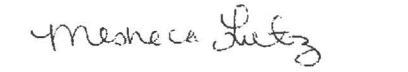
Attest:


Assistant Secretary

**SALTMEADOWS COMMUNITY
DEVELOPMENT DISTRICT**


By: CDD VICE CHAIR
Its: MARTHA SCHIFFERL
Date: 9/24/24

Attest:


Witness

**WETLAND MANAGEMENT
SERVICES, LLC, a Florida limited
liability company**


By: Hugh West
Its: Managing Member
Date: 9/17/2024

Exhibit A - Scope of Services

Exhibit A

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						
		Species	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.

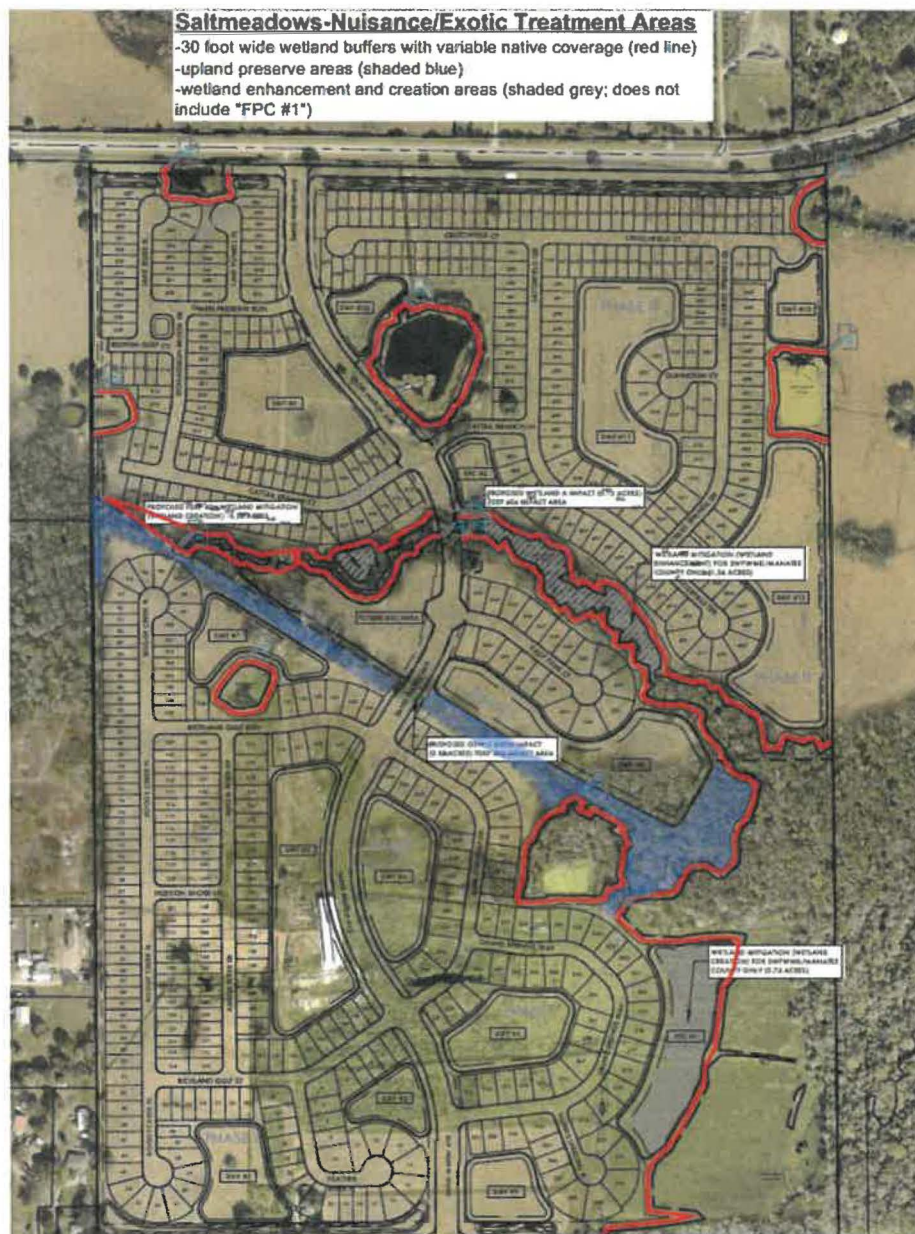
3.0 Additional Services

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>4 events remaining</u>).....	\$3,390/event
3.0	Additional Services.....	to be billed hourly, as requested.



SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2025-06

**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
SEPTEMBER 30, 2024**

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

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 285,908	\$ -	\$ -	\$ 285,908
Investments				
Revenue	-	192,706	-	192,706
Reserve	-	206,725	-	206,725
Interest	-	1,824	-	1,824
Assessments receivable - off-roll	1,219	1,089	-	2,308
Total assets	<u>\$ 287,127</u>	<u>\$ 402,344</u>	<u>\$ -</u>	<u>\$ 689,471</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,286	\$ -	\$ -	\$ 8,286
Accounts payable- year end	8,955	-	-	8,955
Due to other	257	-	-	257
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,498</u>	<u>-</u>	<u>-</u>	<u>23,498</u>
Fund balances:				
Restricted for:				
Debt service	-	402,344	-	402,344
Unassigned	263,629	-	-	263,629
Total fund balances	<u>263,629</u>	<u>402,344</u>	<u>-</u>	<u>665,973</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 287,127</u>	<u>\$ 402,344</u>	<u>\$ -</u>	<u>\$ 689,471</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 41	\$ 445,617	\$ 440,698	101%
Assessment levy: off-roll	-	107,712	107,712	100%
Landowner contribution	-	9,384	336,294	3%
Total revenues	<u>41</u>	<u>562,713</u>	<u>884,704</u>	64%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	48,000	48,000	100%
Legal	2,240	13,237	25,000	53%
Engineering	1,853	3,625	15,000	24%
Audit	6,500	6,500	5,500	118%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	1,000	1,000	100%
Trustee	-	4,246	5,500	77%
Telephone	17	200	200	100%
Postage	50	333	250	133%
Printing & binding	42	500	500	100%
Legal advertising	233	2,424	1,500	162%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	-	692	1,650	42%
Contingencies/bank charges	78	238	750	32%
Website hosting & maintenance	-	705	705	100%
EMMA software services	-	2,000	-	N/A
Website ADA compliance	-	-	210	0%
Property tax	-	420	-	N/A
Total professional & administrative	<u>15,096</u>	<u>89,495</u>	<u>111,940</u>	80%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Property management	3,366	40,392	40,392	100%
Insurance	-	4,067	30,000	14%
Landscape maintenance	17,875	87,875	250,000	35%
Landscape replacment/extras	-	25,385	20,000	127%
Irrigation repair	342	874	5,000	17%
Pond maintenance	3,466	19,710	16,000	123%
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	218	18,000	1%
Water (reclaimed)	-	-	75,000	0%
Streetlights	2,922	16,460	50,000	33%
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>27,997</u>	<u>197,416</u>	<u>706,592</u>	28%
Other fees & charges				
Tax collector	-	12,161	13,772	88%
Total other fees & charges	-	12,161	13,772	88%
Total expenditures	<u>43,093</u>	<u>299,072</u>	<u>832,304</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	(43,052)	263,641	52,400	
Fund balances - beginning	306,681	(12)	-	
Fund balances - ending	<u>\$ 263,629</u>	<u>\$ 263,629</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 SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 37	\$ 398,194	\$ 393,765	101%
Assessment levy: off-roll	-	31,991	31,991	100%
Interest and miscellaneous	1,664	20,164	-	N/A
Total revenues	<u>1,701</u>	<u>450,349</u>	<u>425,756</u>	106%
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	-	10,867	12,305	88%
Total other fees & charges	<u>-</u>	<u>10,867</u>	<u>12,305</u>	88%
Total expenditures	<u>-</u>	<u>425,655</u>	<u>427,093</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,701	24,694	(1,337)	
Fund balances - beginning	400,643	377,650	368,593	
Fund balances - ending	<u>\$ 402,344</u>	<u>\$ 402,344</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 SEPTEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 62	\$ 1,363
Total revenues	<u>62</u>	<u>1,363</u>
EXPENDITURES		
Construction costs	<u>14,936</u>	<u>15,011</u>
Total expenditures	<u>14,936</u>	<u>15,011</u>
Excess/(deficiency) of revenues over/(under) expenditures	(14,874)	(13,648)
Fund balances - beginning	<u>14,874</u>	<u>13,648</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</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 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.

Present were:

Garth Noble	Chair
Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC
Bennett Davenport (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:03 p.m.

Supervisors Noble, Schiffer and Germino were present. Supervisor Kakridas was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

**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 <ul style="list-style-type: none">• 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 Officers |

Ms. Suit stated that Mr. Fischer's son-in-law offered to be appointed to the Board.

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

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the Public Hearing was opened.

- A. Proof/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**

Ms. Suit presented Resolution 2024-09. She stated the Fiscal Year 2025 budget is the same as the version presented at the last meeting. She reviewed Revenues and the Assessment Comparison Tables on Pages 1 and 9, respectively.

Ms. Suit noted the Fiscal Year 2025 assessments were kept flat, year over year.

No other affected property owners or members of the public spoke.

On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, 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, was adopted.

SIXTH ORDER OF BUSINESS

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

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2024-11. She noted that Ms. Schiffer and Mr. Davenport worked on the Amenity Rules and Rates. Mr. Davenport discussed the advertising requirements

for the Public Hearing, and stated that the Amenity Rules and Rates can be used provisionally until they are officially adopted at the Public Hearing.

Discussion ensued regarding District Counsel incorporating additional stylistic changes, key fob replacement and rental room fees to the Rules and Rates.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, Resolution 2024-11, to Designate October 21, 2024 at 12:00 p.m., at the Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area, 8305 Tourist Center Dr, Sarasota, Florida 34201, as 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, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Eco-Logic Services Proposal for Lake Maintenance Services

Ms. Suit presented the Eco-Logic Services Proposal for Lake Maintenance Services. Eco-Logic will be the new provider, upon termination of SOLitude Lake Management. As this expense will exceed budget, a Deficit Funding Agreement will be necessary.

On MOTION by Mr. Noble and seconded by Ms. Germino, with all in favor, the Eco-Logic Services Proposal Agreement for Lake Maintenance Services, in the amount of 1,975 per month, was approved.

NINTH ORDER OF BUSINESS

Consideration of SOLitude Lake Management Services Contract: Annual Maintenance Service Renewal

Ms. Suit stated the agenda title is incorrect; this item is related to terminating the SOLitude Lake Management Services contract not renewing it.

On MOTION by Mr. Noble and seconded by Ms. Germino, with all in favor, terminating the SOLitude Lake Management Services Contract for Lake Maintenance Services, effective 30-days from the date of the termination letter, was approved.

TENTH ORDER OF BUSINESS**Consideration of Wetland Management Services Standard Agreement for Professional Services**

Ms. Suit stated this Agreement is for the final maintenance event; there were nine events, in total, in addition to the \$10,064.38 for planting, for which only \$5,000 was budgeted. A decision will be made closer to the end of Fiscal Year 2024 to determine if all or part of this expense needs to be included in the Deficit Funding Agreement.

Discussion ensued regarding whether planting is a CDD or Meritage Homes expense.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the Wetland Management Services Standard Agreement for Professional Services, in the amount of \$3,390, and \$10,064.38 for plantings, 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.

▪ **Consideration of Goals and Objectives Reporting [HB7013 – Special Districts Performance Measures and Standards Reporting]**

This item was an addition to the agenda.

Ms. Suit distributed the Special Districts Performance Measures and Standards Reporting Memorandum, which explains the new requirement for special districts to develop goals and objectives. She presented the Performance Measures/Standards & Annual Reporting Form.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

TWELFTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of June 30, 2024**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of May 20, 2024 Regular Meeting Minutes**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the May 20, 2024 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP****B. District Engineer: ZNS Engineering**

There were no District Counsel or District Engineer reports.

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**

The September 16, 2024 meeting will be canceled.

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 12:33 p.m.

220

221

222

223

224

225 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SALTMEADOWS

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Courtyard by Marriott Sarasota University Park/Lakewood Ranch Area</i> <i>8305 Tourist Center Dr, Sarasota, Florida 34201</i> <i>¹Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202</i> <i>²Location Unavailable</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024 CANCELED	Regular Meeting	12:00 PM
November 5, 2024 ¹	Landowners' Meeting	11:00 AM
November 18, 2024	Public Hearing and Regular Meeting <i>Amenity Rules and Rates</i>	12:00 PM
December 16, 2024 ²	Regular Meeting	12:00 PM
March 17, 2025 ²	Regular Meeting	12:00 PM
April 21, 2025	Regular Meeting	12:00 PM
May 19, 2025	Regular Meeting	12:00 PM
June 16, 2025	Regular Meeting	12:00 PM
July 21, 2025	Regular Meeting	12:00 PM
August 18, 2025	Regular Meeting	12:00 PM
September 15, 2025	Regular Meeting	12:00 PM