

***Sabal Palm
Community Development District***

March 19, 2020

Sabal Palm

Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351

Phone: 954-721-8681 - Fax: 954-721-9202

March 11, 2020

**Board of Supervisors
Sabal Palm
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Sabal Palm Community Development District** will be held on **March 19, 2020 at 4:00 p.m. at the offices of Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351**. Following is the advance agenda for this meeting:

1. Roll Call
2. Approval of the Minutes of the February 20, 2020 Meeting
3. Consideration of Declaration of Restrictive Covenant
4. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Clubhouse
 - D. Manager
5. Financial Reports
 - A. Summary of Invoices
 - B. Combined Balance Sheet
6. Supervisors Requests and Audience Comments
7. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.sabalpalmcdd.com/>

**MINUTES OF THE MEETING
SABAL PALM
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Sabal Palm Community Development District was held on Thursday, February 20, 2020 at 4:00 p.m. at the offices of Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida.

Present and constituting a quorum were:

Lorie Moccia	Chairman
Donata Beasley	Vice Chairman
Lindsay Rayner	Assistant Secretary
Julie Johnston	Assistant Secretary
Carlos Bocel	Assistant Secretary

Also present were:

Paul Winkeljohn	District Manager
Michael Pawelczyk	District Counsel
Shearon Martin	HOA Board member
Several residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Winkeljohn called the meeting to order and called roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
June 20, 2019 Meeting**

Mr. Winkeljohn: The first item is the minutes from the June 20th meeting, if those are in order a motion to approve.

Ms. Moccia: Shelly wasn't here, it was Leidy actually.

Mr. Winkeljohn: Ok, that's right, it was Leidy for Property Keepers.

Ms. Moccia: She's from Phoenix.

Mr. Winkeljohn: Phoenix, thank you. We'll make those changes, any others?

Ms. Moccia: No.

Mr. Winkeljohn: Is there a motion to approve with that change?

On MOTION by Ms. Beasley seconded by Ms. Rayner with all in favor, the Minutes of the June 20, 2019 meeting with the indicated change were approved.

THIRD ORDER OF BUSINESS

Ratification of Quit Claim Deed from SPL South Holdings, LLC

- A. Opinion of Title**
- B. No Lien Affidavit**
- C. Assignment of Warranties**
- D. Absolute Bill of Sale**

Mr. Winkeljohn: We had some business and that necessitated today's meeting, which is the ratification of the quit claim deed from South Holdings, and Mike do you want to tell us about this?

Mr. Pawelczyk: Well, I'll do the best to describe this. This is the Central Parc South plat and it conveys all the lands that are supposed to be conveyed and dedicated to the CDD per the plat. So, the purpose of the quit claim deed is, the CDD didn't pay for the land but under the plat is supposed to be dedicated to us. So, this is one of those that we're wrapping up but I believe they're still working on another subdivision and some other issues to make sure that we have all the conveyances of infrastructure and land that the CDD is supposed to have at the end of the day, and I know they're working diligently to finalize that. I believe this deed may have already been recorded in fact, because there was no requirement that it come back to the Board because we're supposed to get it under the acquisition agreement from some time ago, but it's good practice, management likes to bring it back to the Board, it lets you have those pieces finally done and we'll go on to the next one and bring it to you. Does anybody have any questions? Lindsay has looked at this a lot and has helped really move the process along, which sometimes can get bogged down more than it has been, but now it seems to be moving quickly to get this done, and it's not like it's untimely. So, a motion to ratify the acceptance of the quit claim deed from SPL South Holdings, related to the Central Parc South lands and the related conveyance documents listed on the agenda would be in order.

On MOTION by Ms. Rayner seconded by Ms. Moccia with all in favor, ratifying the Quit Claim Deed from SPL South Holdings, LLC related to the Central Park South lands and related conveyance documents stated on the record was approved.

FOURTH ORDER OF BUSINESS

Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2019

Mr. Winkeljohn: The next item is your annual audit which would begin, and this is the annual engagement with your already selected auditor, it's appropriate to move and authorize execution.

On MOTION by Ms. Rayner seconded by Ms. Moccia with all in favor, accepting the engagement letter with Grau & Associates to perform the audit for Fiscal Year ending September 30, 2019 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Landscape Maintenance

Mr. Winkeljohn: The next item is a carryover item from previous meetings where the District was discussing landscaping and the ultimate efficiency of one day having to have one landscaper for what are actually 6 different areas, 3 different homeowner association properties, as well as 3 different District properties. The legwork was fruitful in the respect that it did show what we are already paying is essentially pretty much within line, it did expose a few headaches that we already knew about, but it really reminded us how difficult it is to try to manager three different contractors. Unfortunately, the HOA for Central Parc changed landscapers while this was going on, so we have a third one. I did ask the landscaper to price just the District property in their area, why not, but I don't have that back yet, so I'll be interested in seeing that. The other problem is that, the other two areas are going to have a HOA turnover as well, and I thought I would advise you to be more patient with this concept because this same scenario, you'd be stripping the future resident leadership of the decision a little bit, or you'd be handcuffing them is probably a better way of saying it because they wouldn't be able to, they would

say, well we can't change landscapers now that they're all the same one, the problem with our decision, rather than fix a problem. So, my advice was to take this information from what we've learned from it and hold on the concept. We've also had a little better traction with the landscaper in the last 6 months or so, and have had decent results, but there's always going to be the onesie, twosie where we had some problems with some irrigation billing which we all worked on and got a little better at it. So, that's my overview, but I'm open to input from the Board of course.

Ms. Moccia: I agree, I think changing it to someone right now, especially while development is still going on, particularly in Hidden Trails.

Mr. Winkeljohn: Right, and I know you probably know this but just for the audience, when you buy landscaping, it usually comes with a year warranty, and you also get the favor of finishing the work as that year goes past a year, and so often times it's always to your advantage to have the installing be the maintenance provider through that process, they would take ownership in it, so you're more efficient because of that. So, I totally see that.

Ms. Beasley: I'm not disagreeing, I'm just asking how long before Hidden Trails has their own HOA?

Mr. Winkeljohn: I wouldn't know.

Ms. Beasley: Approximately, anybody?

Ms. Rayner: Hidden Trails does have a HOA.

Ms. Moccia: No, until turnover I think they're asking, until the residents take it over.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: So that makes sense, those two will happen roughly the same time, and then maybe we can refresh this process.

Ms. Moccia: And over the year maybe they naturally go to one of the different contractors, or we'll just see how it shakes out.

Ms. Rayner: Thinking about all that was spent though, I think if one of them leave, then Palm Beach-Broward Landscaping at Manor Parc, if we switched them, then any work there, the cost is being incurred by CDD, whereas if they're onsite right now.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Rayner: Manor Parc will turn over in the next 30 to 60 days, and Hidden Trails is probably next.

Mr. Winkeljohn: Ok, so that's not terribly long, and in my world, these aren't exclusive contracts, so if there's a situation where we have a problem and we're not getting a good response, we can hire anybody we want, and get somebody to fix or problem solve, and I've been kind of forward leaning on a lot of that, like if one of the landscapers was in the area, and I had a headache that wasn't fixed, I just had them do it.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Pawelczyk: I just wanted to point out to the Board also, if the CDD were to go and say, we want to do specs on the whole community, the whole Sabal Palm CDD, and all the subdivisions, that will trigger procurement issues, where you can't choose what you want because of the amount is higher than the threshold of \$195,000. We would have to competitively bid that, which means we have to go through a competitive advertised bid process, which isn't a bad thing, it's a good exercise but you don't have as much control as to pick who you want, it really depends on how your specifications are formed. Luckily your manager has done this in multiple other Districts, so you have something to start with from a specification's standpoint, but I'm just saying this because if you're going to do it, and you know you're going to do it, it's kind of a 90 day process.

Mr. Winkeljohn: Right, it's lengthy.

Mr. Pawelczyk: So just to let you know you can't just go get proposals, so it's not quite as easy as that but, here we have them split up so it's ok.

Mr. Winkeljohn: Great.

SIXTH ORDER OF BUSINESS

Ratification of Invoice from Palm Beach-Broward Landscaping for Installation of Trees and Mulching around Common Areas

Mr. Winkeljohn: Item No. 6 is ratification of the trees and mulching, and there was some downed trees and tree replacements and mulching. I went ahead and authorized that because we didn't have a meeting in the immediate timeframe and it was necessary, so I would ask for a motion to approve that. I think I shared it with you before I did it?

Ms. Moccia: Yes.

On MOTION by Ms. Rayner seconded by Ms. Beasley with all in favor, ratifying the invoice from Palm-Beach Broward Landscaping for installation of trees and mulch for a total amount of \$6,225 was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: That brings us to staff reports, Mike anything?

A. Attorney

Mr. Pawelczyk: I don't have anything that I haven't reported on already. The only thing our office is really working on is the conveyances, and that's really been led by the developer's counsel, so let them foot the bill because it's their responsibility, so ours has just been a review of those as they come in.

Ms. Moccia: And we're working on Hidden Trails right now, that will be the last piece.

Mr. Winkeljohn: How long out do you think that is?

Ms. Moccia: It's close, again the same thing I've gone through all of the parcels and identified everything.

Mr. Pawelczyk: And then we've also gone back and we're looking to make sure they have all of the bills of sale for the infrastructure. I've actually started doing that for the District, only because this District has gone through a couple of different engineers so we want to make sure, and Lindsay and I will work together basically and come back to the Board, the developer if we need anything else conveyed to us. The infrastructure would be as simple as the cabanas or the pool area, make sure that infrastructure comes

to the District, any irrigation facilities in the rights-of-way that we're responsible for. I think we're good, but we just started looking at this just to make sure because we want to make sure this is done before the developer is done, so that's something we're working on.

Mr. Winkeljohn: Very good.

B. Engineer

Mr. Winkeljohn: Under engineer's report there is nothing to report.

C. Clubhouse

Mr. Winkeljohn: Is there anyone here from any of HOAs?

Ms. Martin: Yes.

Mr. Winkeljohn: Would you like to bring us up to speed on your cabana and your property?

Ms. Martin: I don't have much from Manor Parc.

Mr. Winkeljohn: Ok, do you have any issues or broken things?

Ms. Martin: Not really broken things, but one of the things in Manor Parc is there are a lot of dead trees in and around the canal, a lot.

Mr. Winkeljohn: Ok, and that's in Manor Parc?

Ms. Martin: Yes.

Ms. Moccia: So, are they in the water in the littoral zone?

Ms. Martin: Some are in the water, and some aren't.

Ms. Moccia: So, they might be bald cypress which do go dormant in the winter time, so we'll have to look and just have the lake maintenance guy go out there and verify whether they're dormant or dead, but some of those trees, the crepe myrtles, the bald cypress, even the pine trees, will drop their leaves in the wintertime. I know it's been abnormally warm and it doesn't feel like winter, but we are still in that season, so if they don't flush out then they'll have to be, that's part of the permit for that, and to close out they do an inspection and make sure, so it will get replaced and cleaned out if they are impacted.

Mr. Winkeljohn: Are you going to be on the property tomorrow?

Ms. Martin: Yes.

Mr. Winkeljohn: Just shoot me a picture, and I'll be able to tell from the photo.

A resident: I'm a resident of Manor Parc, and like she was mentioning, the clean out of the lakes, and I'm on the back end and I've been there for 2 years now and I've been asking, how often are they going to clean out the brush and the trees and everything, and I've not gotten an answer or a response on it, so that's one of the reasons why I'm here attending this meeting to get a better answer because it's been 2 years that I've been asking about this.

A resident: And it's pretty unattractive.

A resident: It is very unattractive for what we're paying, and like I said it's 2 years and I still can't get an answer.

Mr. Winkeljohn: Yes, there's a long version, and I'll try to get it to a short version on lake maintenance. One, those lakes were originally, recently there was an added treatment to that lake if I remember correctly, that was the one we did the extra work on but recently the Board added some additional services to one of the lakes that was out of compliance, but I will tell you there's a cycle going on in all of Florida this time of year with lakes where they do build up. They are treated monthly at the highest level allowable by law, there's a certain percentage of chemical that is allowed to be used on the vegetation, and it may not look like it's dying but it will die, it will float for a while and then it will sink, and then the cycle starts all over again. Aesthetics or cosmetics of lakes is often not understood, the lakes are supposed to be as natural as possible and in Florida, that's closer to the word swamp than decorative lake, and that's just reality. So, what the maximum amount of maintenance is, and what a lot of people think they'd like it to look like, those are probably not the same thing.

A resident: What about the lake view property that has not been properly maintained?

Mr. Winkeljohn: Well I guess what I just described is that there are state regulations on what is proper maintenance and we have to follow that, we can't go past it and we can't miss it. So, there are techniques to get better at that, to improve it, etc., etc. and I'll look into it by all means, but I just set expectations that floating algae is natural, the plant material around the edges, and the canals are little bit different because they're just so narrow, and your lakes are really more like a canal than a lake. What that does is it creates the littoral shelf which is a really shallow area, but the shallower it is, the more

the sunlight affects it and they're harder to maintain but they don't change how much chemical you can use when they have a lot of shallow depth. So, your lakes are always going to be very difficult, I have them in 200 and some odd properties all over Florida, and in Broward County, and in the south you have more sunlight, more warmth, and they're harder to maintain, and I was in Fort Myers earlier today, and up in St. Lucie last week, those are a little bit easier because it gets cooler this time of year. All that said, you have an expert contractor, Lake and Wetland Management, and they're usually very confident, but that doesn't mean things aren't happening, I'm going to look at it very carefully now that this has been brought up again, and I'm sorry you didn't get a response, but the response is, the one thing that I like about lake contractors is they have a monthly service automatically, but they come back for extra services with no extra charge because they know they can only do so much legally. They're only allowed to put "X" number of parts per million of certain chemicals given the volume of the water. Now, that's a little subjective, like they can go a little more aggressive, and they'll do that on a case by case basis, and I'll certainly direct that because it will get better between now and May, you'll think I'm a genius because the lake will clean up, but that's nature, I didn't do it.

A resident: Then it's just more of the growth, it's not so much, I haven't seen a lot of algae or uncleanness of the water, I think it's just the growth of the vegetation.

Mr. Winkeljohn: Right, and because of the balance of the lake to kill what's growing well would take a lot of chemical, and they can only put so much of it, and eventually it doesn't survive in the warmer months, so it's a cycle, but we can get it, best practices will be employed and it will be as good as it possibly can be for your lakes. I will repeat this, they're really canals, and South Florida canals will carry a lot of vegetation, they are hard to maintain, they need to have a lot of flow, and they just don't flow like people hope they would. So, the solutions for the long term, sometime aeration and fountains can be beneficial, they're costly, but they help a little bit, so everything that can be done will definitely be done, and you are contracted to do that, but if that doesn't work, once in a while we can take some money, put it aside, and do mechanical removal, which basically might be necessary, but they're so new we have to sort of let them stabilize a little bit. So, that's my best effort for a short answer, it's really complex here. Yes, ma'am?

A resident: I have one more question for Manor Parc, I'm not sure if it's for this meeting, but can signage be added that it's a private property, there are people coming in off the streets to do fishing?

Mr. Winkeljohn: Well, the roads are not private, and so a sign saying the roads are private would be inaccurate, but each of you own private property.

A resident: Right, so anybody can come in to fish then?

Mr. Winkeljohn: The lakes, yes, if they don't have to cross somebody's yard to get to the waterway then they haven't violated trespassing laws. We can, because the lakes and drainage canals are intended for stormwater drainage, I know we like to look at them but that's not what they're really for, they're really to keep your living room dry in bad rain, that's their first purpose. We can put signage that I would ultimately recommend standardizing it, that this is a drainage system, we don't recommend fishing, don't feed the wildlife, watch out for that alligator, and those are the kinds of things.

A resident: Well, in Central Parc we have no fishing, not that anybody pays attention to that.

Mr. Winkeljohn: You can put the signs up, but the reality of it foreseeing and stopping people from doing what's allowable in open areas is tricky.

Mr. Bocel: And we could enforce the no parking also better, in Central Parc, we can try to enforce that better, so therefore, unless they're walking and then you can't stop them at all, but if they come in with a vehicle, where are they parking, they're not parking in a garage, even if they park in the street.

Ms. Beasley: But even in Central Parc, we don't tow somebody who's been on the street for an hour, so that's not going to change anything.

Mr. Bocel: Right, and we wouldn't but, we can come into that problem, and we talked about that, but you could definitely call a police officer if they're parking where they're not supposed to be parking, and they'll respond that right away.

Mr. Winkeljohn: Thank you.

D. Manager

Mr. Winkeljohn: The next item for today is manager's report, and this time a year I like to refresh.

Ms. Beasley: Before you move off of staff reports, engineer, we were going to update the map to be more friendly for all the other people in this room who don't understand Tract A, B, C, D.

Mr. Winkeljohn: Right, he hasn't done it yet, but it's on his "to do" list definitely.

Ms. Beasley: Ok.

Mr. Winkeljohn: I've checked with him periodically but I haven't gotten it yet.

Ms. Beasley: Ok.

Mr. Winkeljohn: And one of the things that helps that is the quit claim and when tracts get assigned to the District, then he can validate that and put it on a central map, but with today's approval that should be updated, so I should be able to get that from him, it triggers him to do it. The thing I was going to report on is that, believe it or not, even though it's the end of February, it's the beginning of the budget cycle for 2021. The big picture is, you have to set the maximum amount that any of the areas would be assessed by June 15th, so what I typically do is get a draft budget out, look to see if there's any anomalies, ask about any service areas that were not budgeted for, I don't know of any personally off the top of my head, but as I get that feedback I will prepare a proposed budget to be presented at your next meeting or so. You'll probably meet more frequently the next few months because these things are happening now. You probably would adopt your proposed budget, I would say your May 21st or your April 16th meeting, either of those would work to meet the deadline, I probably would lean more towards April 16th, that meeting would be a proposed budget discussion where we could put in budget items that we don't know about. I don't think there are any, but if something comes to us that we have to deal with we can. The landscaping exercise earlier in this meeting showed us that we're in the budget, we've got our current budget properly budgeted for what we're landscaping, what the maintenance requirements are, we're already contracted with the lake management, so I don't really have anything that's going to jump out at us, so if you know of anything, particularly your property managers that are not here today, if they give you feedback that, oh this problem exists and we need to fix it, or something like that, the sooner we know that the better, we can incorporate it into our proposed budget. So, I was just outlining the schedule, the schedule being that we have to adopt, and if there were to be an increase, which I'm not proposing or suggesting, but if there were to be one, you'd have to have that known, and adopted before June 15th, that's the first line,

and then the second meeting would be a hearing to adopt the final budget, and that has to be at least two months later, so it sets the schedule. The District's property is common areas, and lake banks, and I think a couple of the playgrounds are the District's, that's the basic nature of it, but there isn't a park or we don't do private property, we do around the cabanas, the pool systems but not private. The HOA has its own list of areas that it maintains and the District is the balance.

Ms. Moccia: Your individual yard is covered by the HOA, the CDD covers common areas.

Mr. Winkeljohn: Right, and earlier we were talking about ultimately it may be real cost efficient to have one contractor doing everything, but with two of the associations still not turned over to the residents, and there's a lot of moving parts, it might be in everyone's best interest to just keep it as it is for a little, let the new leadership come in, and if there is a service level shift or a market concern that we're not paying or we could get a better price, then we might look at going with the HOA out to bid. It's a lengthy process and our attorney reminded us that sometimes when you do a public formal bid, you can have somebody who throws a number at it who may not really want to perform at the level you're looking for, but because they had the lowest bid and you have to hire them, and that can create some adverse impacts as well. So, we're not making that decision today, but it's just thinking way ahead.

Mr. Pawelczyk: And Paul, if I could just add, if at the proposed, let's say in April the Board considers a proposed budget, and for some reason decides, we're going to increase everybody's assessment by one penny, if you increase your assessment by one penny or more, your annual to the CDD, the District has to send written notice to each of the homeowners as to the time, date, and location of the public hearing to consider the final budget. So, what I'm telling you is, you're going to get written notice, provided, wherever your tax bill goes, that's where the District would send this written notice to. So, if we don't increase the assessment, or the Board decides we're going to keep it the same, then that written notice is not required, which really makes sense, why send a written notice if you're not going to increase. Just so you know, there's a layer there where you're going to have an additional notification other than just come to this meeting, you can also check the website to make sure on the agenda that it doesn't propose and increase.

Mr. Winkeljohn: So, the advertisement has one set of rules, if there's an increase the mail notice has a set of rules.

Mr. Pawelczyk: It's 20 days before the public hearing.

Mr. Winkeljohn: Yes ma'am?

A resident: Question, is there a place to see what the budget covers?

Mr. Winkeljohn: Sure, our website is the quickest easiest place, it's www.sabalpalmcdd.com. So, the budget that we set the last few years appears to be sufficient for what we know, so we'd be good with that. The other thing that we like to recommend for budget procedures is potentially to have more of a town hall forum sometime before you adopt the proposed budget, so that if something alarming comes up that you hadn't thought of or haven't heard of, you know about it in advance. If the HOA or somebody is interested in doing something like that, I can attend and serve to answer any questions about the District, so that's just an idea. If you were to have a public hearing to increase the budget, you would have to have it in like a city hall facility or something like that because we're not equipped for the whole community to show up which they would definitely do that if you raise their budget.

Ms. Beasley: I requested that we have a CDD meeting in the evening so I think it's a good time to try to set that date.

Mr. Winkeljohn: Right, and I'm open, and we could do that on our own easily, but I would think that would be, there isn't that much to talk about for the CDD, I don't really have anything to share message-wise, but should a HOA have something they want to message we could help. I'm just trying to be efficient, I don't really think there's that much for you guys.

Mr. Pawelczyk: For instance, if you were to increase the budget and set a public hearing to provide for that increase in the budget, most Districts are going to do that at night because they know people are going to come.

Ms. Beasley: I understand.

Mr. Pawelczyk: So, you could schedule the budget hearing at night whether you increase assessments or not, that's up to the Board.

Ms. Beasley: And I think that would be a good idea, I understand there's not like a big reason to do it, other than we promised the residents that we would do it.

Mr. Winkeljohn: Right, and I would say once or twice a year the District could definitely do that.

Ms. Beasley: I think that's a good point.

Mr. Pawelczyk: Just so we're clear, it's more efficient to have that information session, the CDD 101 where Paul goes to a HOA meeting, and I'm only saying that because it's like, and this is just my thing, but it's not necessary for the District Board to sit through something a CDD 101, or Sabal Palm CDD 101, where the manager can just go and do a quick workshop and give you an overview. If the Board wants to come, they can, but to do it at the public hearing when there's other business to do, that might bog things down, but again, it's a Board decision, I'm just kind of bringing that up.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Beasley: The problem is HOA meetings don't happen very often, CDD meetings happen very often, so it's kind of a problem, so I don't think it has to be a complicated thing, I mean we're talking like 5 or 10 minutes of, this is the CDD, and here's the website.

Mr. Winkeljohn: We can do that any time, and I would take the lead from the residents.

Mr. Bocel: And I think that should be sooner than later because what happens, and I'm talking because I'm kind of involved, and I'm still not that involved, but I'm pretty sure that you guys are just coming on, and they don't understand what the HOA does, they don't understand what the CDD does, so I've been talking with you guys is we need to have that sooner than later.

Ms. Beasley: So, my recommendation would be that when we do the proposed budget meeting, that we make that an evening meeting, invite the communities if they want to come, great, if they don't, fine we tried.

Mr. Winkeljohn: That works good.

Ms. Beasley: So, take a couple minutes just to explain, here's the website, this is where you can find information, maybe we can convince the engineer to give us a draft of the map, or at least we can show what we have.

Mr. Winkeljohn: Right, absolutely, so that April 16th meeting, do you want to shoot for that?

Mr. Bocel: Is that the pre-proposal meeting also?

Ms. Beasley: Yes.

Ms. Moccia: Are you looking for the Board to attend this, or is this going to be separate?

Mr. Winkeljohn: Well, we can do a couple of things.

Ms. Moccia: I can't make it, so maybe you do it without the Board, otherwise I'd love to go.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Rayner: So just do the 101 maybe.

Ms. Moccia: I think you should the 101 before, a lot of times what happens is people come with questions about HOA or related things.

Ms. Beasley: Again, but the problem is getting a HOA meeting.

Mr. Pawelczyk: Can I just make a suggestion, why don't you do something like Paul even suggested which would be a town hall meeting, and he can advertise it, that way the Board members don't have to come, but if more than one Board does come, that's fine, it's still a regular workshop, and you can give the CDD 101, here's what the CDD's about, and if you have anything to vote on you won't be able to vote at that workshop, but you could say ok let's put this on the next agenda for Board discussion, put this particular item on the next agenda.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Ok, so let's summarize real quick. I totally agree, let's look at conducting a town hall meeting, set up by the CDD advertised by the CDD, there will be no action items at the meeting, it will be a feedback opportunity and information sharing. It will be in the evening, and it will be at a facility sufficient enough to handle more than this crowd obviously, somewhere in, I guess the city has facilities that we probably can use.

Ms. Beasley: The community center.

Ms. Moccia: Yes, the community center at the library might be a good facility.

Mr. Winkeljohn: Right, so what I'll do is with consensus of the Board I will schedule that and work on something, and we'll circulate it through the HOAs, and the CDD website, and I'll try to do it in like the next 45 days.

Ms. Beasley: Ok.

Mr. Winkeljohn: Yes sir?

A resident: I'm rushing to this meeting, so somewhere you're going to post it so we can come prepared to discuss the items because 47% of the taxes come from the CDD.

Mr. Winkeljohn: I don't know what you mean by that.

Ms. Beasley: It's posted on the website.

A resident: Ok, we'll check it.

Mr. Winkeljohn: Right, I wouldn't be able to discuss percentages. So, I'll tackle that, and work with you all and we'll get it done.

A resident: I'm sorry, I don't mean to interrupt, but you guys are conversing about mapping, what is that?

Mr. Winkeljohn: Yes, so here we have, and I brought my favorite maps, but it's basically a map for each community, which shows in color coding that this, what's what, who owns what. Once we identify who owns what, we'll update these maps to identify who maintains them. What we also do is, we put them, they're on the website, what it does is it can become interactive where somebody clicks on it, they get the phone number of who maintains it, so it's a tool.

A resident: Like, what's the common area or what is HOA?

Mr. Pawelczyk: The CDD, HOA, but they are a little bit out of date.

Mr. Winkeljohn: Right, the first problem, all communities will have, who does what, and it's very confusing because you can't tell driving around unless you know, what's the District's, what's the HOA, and what's private, or what's even city in your case, there's some city property mixed in there.

Mr. Pawelczyk: And the difficulty that we've had, just so you know is, across the canal part of that side, on the other side of the canal is owned by the CDD, but the home

behind it, the CDD or the HOA has no jurisdiction over it because it's the old community, so it makes it a little difficult.

Mr. Winkeljohn: So you inherited responsibilities outside of the District, believe it or no, so all that said, they're on the website but we want to tighten up the detail on it and make them more useful because the engineer did it like an engineer would do it, calls everything a tract, so it's a little vague.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Moccia: On the Property Appraiser's website it has a map and you can click around on there, you can bring up a map and click around, you can search your own address, and then zoom out on the map and identify different parcels when you click on them, and it will tell you.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: So, I want to get us back on our agenda, and we'll have plenty of time to answer more questions as we move on.

EIGHTH ORDER OF BUSINESS

Financial Reports

A. Summary of Invoices

B. Combined Balance Sheet

Mr. Winkeljohn: Item No. 8 is the financials reports, which includes a summary of the invoices and the balance sheet. Everything is tracking quite well, we finished last year solidly, we had a good year, like we didn't overspend which is what they mean. We didn't underspend I can guarantee you that, but we're tracking well, that's part of the reason I don't have any strong beliefs that the budget would change. With that said, I would like your approval of the financials.

On MOTION by Ms. Moccia seconded by Ms. Beasley with all in favor, Summary of Invoices and the Combined Balance Sheet were approved.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: And that brings us to item No. 9 which is Supervisors requests, anything bubbling out there that we haven't already covered? Hearing nothing, is there any other input from the audience?

Ms. Martin: I have a wish list for Manor Parc.

Mr. Winkeljohn: You're staff so we can go over that later.

A resident: I'm sorry, before you start, and I apologize, I'm sorry I don't know your name either.

Ms. Martin: Sharon.

A resident: Ok, your Sharon, because there were a couple people that came a little later, and I'm a little behind because there was a couple of accidents that happened unfortunately, can you just go around the table of who's who, just to match a name to a face?

Mr. Winkeljohn: On the Board?

A resident: Yes, please.

Mr. Winkeljohn: Sure, I'm Paul Winkeljohn, the District Manager.

Ms. Moccia: I'm Lorie Moccia from 13th Floor Homes.

Mr. Bocel: I'm Carlos Bocel and I live in Central Parc, I'm a resident.

Ms. Rayner: I'm Lindsay Rayner, I live in Central Parc, and I also work for 13th Floor.

Ms. Johnston: I'm Julie Johnston and I work for 13th Floor.

Ms. Beasley: I'm Donata Beasley, and I live in South Parc.

Ms. Martin: I'm Sharon Martin, I live in Manor Parc and one of the HOA Board members.

Mr. Pawelczyk: And I'm Mike Pawelczyk, I'm the District counsel for the CDD.

Mr. Winkeljohn: And the rest of our friends are your neighbors I believe.

A resident: Thank you, I appreciate it.

Mr. Winkeljohn: So, are there any other questions?

A resident: Yes, my question is, and I live in Manor Parc and I know this may seem ambitious, but if it can just be put there on a wish list, or wait list or whatever, a consideration of a wall for Manor Parc. I moved in, I closed in May, and I've gone

through 4 instances of vandalism of cars, break-ins within the neighborhood, I'm fearful of coming home at nights. As soon as I hear my dogs barking, I'm checking on the cameras and of course they're calling the police and they are coming by and everything, but I've lived in Sunrise for 15 years and never, in an open community with no gates or anything, and never experienced this, and I moved to Tamarac and I'm just nervous now, and it's all my neighbors, because the property is so accessible from anywhere. By the time the police come they don't know where to turn, they could have entered through Commercial Blvd. off Nob Hill, it's crazy.

A resident: We've had people that actually came off of the Turnpike, through the canal, and came onto one of our properties, and literally knocked on the door and we had to call the police.

A resident: They're trying doors, they're playing with the garage pads.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Moccia: I think it's probably a neighbor watch situation, that's probably going to be the best bet for something like that in banning together.

A resident: We started that, a couple of the neighbors.

Mr. Winkeljohn: Do you all have, any of you all have the ring cameras?

A resident: I'm Fort Knox, I have 4 cameras, the internal cameras, I send the police pictures and videos and everything, but I think part of the issue is that it is so accessible from so many different entrances. They help a little bit because one of the videos I did, it helped them identify the car itself, but on a wish list. I know we bought what we bought.

Mr. Winkeljohn: And the District's system is rather aggressive by a lot of standards, it has license plate recognition, so if an incident comes and you need to capture the District's information, just let us know and we can get that.

A resident: The thing is even though you have license plate recognition, the thing is a lot of this is on foot.

Mr. Winkeljohn: I'm just saying it's one tool, and I'm making sure we use all of the tools.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: I get it, it's a wish list.

A resident: The thing is, if someone wants to get through, like a 6' or 7' wall.

A resident: It's not going to be full proof but it's a deterrent, and it helps the police if you come into the community, it's right on the corner.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: Now, we have an entire wall, a Turnpike wall that they still go behind and get in there.

A resident: Right.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: I used to be in law enforcement myself, because it's crime that would happen, now unless we put a patrol ourselves in the area.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Alright, if I can pull this back in, I'm guilty of it myself, I'll certainly include security discussion in our town hall meeting, and I'll be prepared for that in advance and maybe have the local area detective there because they're going to know right away, is this a short term wave that, we caught these guys, or girls or whatever, they're going away, it will be a period of time before the next batch shows up. So, that's the rhythm of this unfortunate reality.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: So, I'll try to repeat what you just said tonight at the Manor Parc pool at 6:30 p.m.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Anybody else have anything?

A resident: I have a question on the wall, we're along the Turnpike and they sent out notification in regards to an intent to expand the Turnpike with the lanes, but also the wall area, it's a brand new wall, two story, but on our side there's no expansion of the wall or anything, is that something that you all are involved with?

Mr. Winkeljohn: I have no play in that, it would be the DOT.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Beasley: One thing we had in Central Parc that I don't think ever got resolved was the fence on the end because I think it's still broken, we talked about doing something like a picket fence.

Mr. Winkeljohn: I think we authorized repairs several times, I just talked to her in the last few weeks about that fence contractor, but we can talk to her and try again. Yes sir?

A resident: Yes, I am also a resident of Manor Parc, there have been a lot of break-ins and security issues, is it possible to maybe increase lighting in general? Like we had this beautiful glow that happens in the sky, but it's not like when we were kids and had streetlights, there's no illuminating the street on the property, is there any way we could increase that or increase the brightness, the lumens or whatever?

Mr. Winkeljohn: I got it.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Moccia: It's possible that we could look into adding more light, there might be a utility there, there might be something else, there might be drainage easement in that area, we'd have to look at it and see. FPL installs all the streetlights, and there's a streetlight agreement, so at any time the CDD or the HOA can increase the streetlights, they'll come out at no charge for the most part in most cases and install additional ones, it's just the monthly bill that they get. There's a flat fee per light basically, \$20 or \$30 a

month that you pay for light which covers the electricity for the light and the maintenance for it ongoing.

Mr. Winkeljohn: Right, and that sounds like a good first step is to ask FPL to do a study.

Ms. Moccia: Right, and see if there are any places that they can be added and there's no other utilities in the way and that might have been why there isn't something.

A resident: Because when the spotlights go on, they run, so if it is that and the light is on all the time maybe they won't come.

Mr. Winkeljohn: Lighting is part of the equation.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Alright, I'll take care of it. The District owns the lighting system through a lease agreement with FPL, so we're the contractor, the District is the contractor with all the lights. FPL owns the light, they actually do the maintenance and the operation of them, but we lease the agreement with them, for lack of a better term.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Alright, I won't say the agreement is perfect, they can be slow, the best solution to an out or broken light is to get the number off of it, and each one of you individually send FPL the light is out on their website.

Ms. Moccia: And you can just call customer service, and they'll put a work order in.

Mr. Pawelczyk: It's very easy to do, just on your phone to tell you the truth.

Mr. Winkeljohn: Right, so if you walk at night and you see a light out, just report it. I'll take care of the big picture type of stuff, but the most effective thing for 1 or 2 lights is individual access, they respond to that.

A resident: Who's responsible for straightening the light poles?

Mr. Winkeljohn: That would be theirs, I'll put that on my list, believe it or not, they do an entire drawing to straighten lights. They try to get like 10 or more in an area, and

then they do a work order, it's a long conversation I'll share for later but it's not as simple as you might think. Ok, moving on, any other questions?

A resident: I have a question. I moved in October and I'm in lot #213, and since I've been there, like my backyard for my kids, you can't even play back there, I mean I really have water damage like in my backyard.

Mr. Winkeljohn: You're in Manor Parc also?

A resident: Yes.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Moccia: There was additional drains added since our last meeting, and there was also maintenance done to the drains that were accessible so if anybody's backyard is locked with a fence, they can't enter, they wouldn't be able to do, but any drains that were accessible they did maintenance to, and I believe they're going to do it semi-annually.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: Alright, to summarize we're aware of that and the developer is handling it, so they know all about it, so it sounds like it's a work in progress.

A resident: I have a last question, I don't know if you guys went over it, but it says description of improvements, and it has a couple of, in section 3, it said the pool cabana, the tot lots, the roads, the entrances.

Mr. Winkeljohn: You're talking about the quit claim?

A resident: Yes, and I just wanted a little bit more clarification because as the time goes on and Central Parc has been opened the longest and we definitely need more maintenance and obviously the other communities will start to need that.

Ms. Moccia: This is not about improvements though.

A resident: Ok, so it says description of improvements.

Ms. Moccia: It's part of the quit claim deed.

(At this point several people were talking at one time, and no one conversation could be heard)

A resident: So, let's talk about the new stuff, like is there a plan for that?

Mr. Winkeljohn: Where, Central Parc?

A resident: For all of them, yes, is the plan to maintain it and to upgrade it because in Central Parc we're starting to see some wear and tear, just normal wear and tear.

Mr. Winkeljohn: So, replacement you mean?

A resident: Yes, replacement.

Mr. Winkeljohn: As required, your HOA manager is the day to day eyes and ears.

A resident: But isn't the CDD in charge of that?

Mr. Winkeljohn: We own it, and we write the check, but we don't have an onsite responsibility.

A resident: And that's built already into the HOA?

Mr. Winkeljohn: The HOA is paid to be the eyes, and to bring recommendations to this Board or to me and if it's in the budget and it's already approved, I authorize it.

A resident: Ok, that's my question.

Ms. Beasley: So that's something that would need to come before the April proposed budget to get in the budget if you wanted that.

A resident: Ok.

Mr. Winkeljohn: Right, that's the cleanest way to do it, but any moment in time we're budgeted for what we expect to be repair and replacement type of costs, we just replaced two pumps in the last 6 months, so those things are happening, but if it's being missed, it's the HOA, manager, property manager, who's really the first line of defense, but I can take the input from anyone.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: We just did pressure cleaning of the District property, so if we needed to have done the pool equipment, I didn't know that, so we can do that.

A resident: Alright, we'll talk with the HOA then.

Mr. Winkeljohn: If it gets on the list, we get it contracted and we get it done. Great.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Winkeljohn: The big picture is, long term, a year from now when the transition has taken place, just like the landscaping, and I'm not trying to get any management company in here, but if you had one management company, we could pull the resources and have one person really doing the field observations and we'd be more efficient. That's not how it is, I understand, but if it gets that way, one day you'll be better, and you just have two companies right now so it's complex.

(At this point several people were talking at one time, and no one conversation could be heard)

TENTH ORDER OF BUSINESS

Adjournment

Mr. Winkeljohn: Can I call a quit time out because I can't hear? Let me say something, the District action part is finished, can I ask for an adjournment so the people that have to drive and pick people up can go? I'll stay and keep answering questions. Is there a motion?

On MOTION by Ms. Rayner seconded by Ms. Moccia with all in favor, the meeting was adjourned.
--

Secretary /Assistant Secretary

Chairman / Vice Chairman

MEMORANDUM

TO: Sabal Palm CDD Board of Supervisors
CC: Michael Nunziata
FROM: Cristina A. Lumpkin
DATE: March 9, 2020
RE: Manor Parc Declaration of Restrictive Covenant

With this memorandum, we request that the Sabal Palm CDD execute the attached Declaration of Restrictive Covenant. To meet Broward County requirements, Sabal Palm CDD must execute three original copies of the Declaration of Restrictive Covenant.

Necessity

The Manor Parc property was formerly utilized as Sabal Palms Golf Course. Golf course maintenance requires the regular use of fertilizers and pesticides. The long-term application of these products often leads to the build-up of component chemicals, such as arsenic. As commonly found in former golf course properties, arsenic is present at the Manor Parc property in concentrations exceeding the residential standard in soil and groundwater.

In order to allow residential development of the property, Broward County requires the use of various restrictions to protect homeowners from direct contact with the impacted soil and groundwater. These restrictions are then memorialized in a restrictive covenant (the "DRC") that runs with the land and is recorded in the public record. The restrictions also protect all future homeowners of the property by continuing in perpetuity or until arsenic concentrations in the soil and groundwater reach residential levels.

Effect

The restrictions set forth in the DRC include a prohibition of groundwater use, groundwater wells, new stormwater detention features, and any dewatering activities without prior coordination with Broward County. To prevent direct exposure with impacted soil, a clean soil cap has been placed over the entire property. The DRC guarantees that the soil cap will be maintained. These restrictions will not impact day-to-day use of the land; however, major earthwork or redevelopment of the property would require coordination with Broward County. Additionally, the DRC requires that use of the open space area covered by this DRC be limited to recreational purposes; a home cannot be built on it.

The entire Manor Parc property has been subdivided into sections. DRCs identical to this one have already been recorded on lots 1-76, lots 121-145, and various common areas. This DRC only applies to lots 77-120 and a buffer tract located between lots 107 and 108. Note that Sabal Palm CDD is only the owner of the buffer tract. All lots in this section have been sold and each homeowner has signed a Power of Attorney allowing SPL South Holdings, LLC to record this DRC on their behalf. As an owner of property to be restricted by the DRC, Sabal Palm CDD's signature is required for the DRC to be effective.

Status

At this point, all remediation work on this section of the property is complete and the clean soil cap is in place. The recordation of this DRC is the final step in achieving environmental closure of the property to protect the residents and visitors.

**This instrument prepared by, or under
the supervision of (and after recording, return to):**

Howard E. Nelson, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2020, by the following entities and individuals:

Sabal Palm Community Development District, a unit of special purpose local government, as owner of the property set forth and more particularly described on Exhibit "A" (hereinafter referred to as Tract B-12 (Buffer, Recreation Area #3)); and

SPL South Holdings, LLC, a foreign limited liability company, as Attorney-In-Fact for the owners of the Lots set forth on Exhibit "B", which owners and their legally described properties are set forth on Exhibit "B", pursuant to the executed Durable Power of Attorneys attached hereto as Exhibit "E" (all of the preceding entities and individuals hereinafter referred to collectively as "GRANTOR"); and

Broward County, a political subdivision of the State of Florida, by and through its Environmental Engineering and Permitting Division (hereinafter "EEPD").

RECITALS

- A. GRANTOR is either the fee simple owner or Attorney-In-Fact for the owners of that certain real property situated in Broward County, State of Florida, more particularly described in Exhibits "A and B" attached hereto and made a part hereof (hereinafter the "Restricted Property"). Exhibits A and B are encompassed within a certain larger parcel of property, which is more particularly described in Exhibit "C" attached hereto and made a part hereof (hereinafter the "Property").
- B. The Broward County Environmental Assessment and Remediation ("EAR") License for the Restricted Property is #1133. The facility name at the time of this Declaration is Central Parc South (formerly known as Sabal Palms Golf Course - South Parcel). This Declaration addresses confirmed arsenic impacts identified on March 21, 2011 within the Restricted Property as set forth in GRANTOR's application for EAR License #1133.
- C. The presence of arsenic at concentrations exceeding the soil and groundwater cleanup target levels set forth in Chapter 62-780, Florida Administrative Code ("F.A.C."), on the Restricted Property is documented in the following reports that are incorporated by reference (collectively, the "Reports"):
 - 1. Limited Site Assessment Report, dated May 2013, submitted by SCS ES Consultants;
 - 2. Supplemental LSAR Information, dated July 10, 2013, submitted by SCS ES Consultants;
 - 3. Site Assessment Report Addendum, dated October 21, 2013, submitted by SCS ES Consultants;
 - 4. Revised Soil Management Plan, dated November 6, 2013, submitted by SCS ES Consultants;
 - 5. Soil Management Plan Addendum, dated May 27, 2014, submitted by SCS ES Consultants;
 - 6. Electronic correspondence between Norman Arrazola, P.E., Broward County Environmental Protection and Growth Management Department, to Brittney Odom, SCS Engineers, regarding Sabal Palms (EAR #1133) - Request for Verification of No Additional Groundwater Assessment, dated March 10, 2016;

7. Monthly Remedial Action Implementation Report No. 13, dated August 22, 2016, SCS Engineers; and
 8. No Further Action with Controls Proposal for Lots 77-120 (Tranche 4), dated September 18, 2017, submitted by SCS Engineers.
- D. The Reports set forth the nature and extent of the contamination that is located on the Restricted Property. The Reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, F.A.C., exist on the Restricted Property. Also, the Reports document that the groundwater contamination is not migrating. The criteria for direct exposure of contamination in the top 2 feet of soil was based upon an average soil contamination concentration calculated for Lots 77, 79, 88, 89, 90, 91, 102, 103, 104, 105, 110, and 116 using a 95% Upper Confidence Limit ("UCL") approach with an exposure unit of approximately 3,000 square feet per individual lot pursuant to Rule 62-780.680, F.A.C. The calculated 95% UCL does not exceed the Residential Soil Cleanup Target Level ("RSCTL") of 2.1 mg/kg per individual lot. Additionally, the criteria for direct exposure of contamination in the top 2 feet of soil covering Tract B-12 (Buffer, Recreation Area #3) was based on an alternative standard of 5.5 mg/kg approach with an exposure unit of approximately 37,586 square feet. Therefore, the Restricted Property may not be subdivided without prior written approval from EEPD.
- E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.
- F. EEPD has agreed to issue a No Further Action with Conditions Approval (hereinafter "NFAC Approval") upon recordation of this Declaration. EEPD can unilaterally revoke the NFAC Approval if the conditions of this Declaration or the conditions of the NFAC Approval are not met. Additionally, if concentrations of the contaminants noted in Recital C increase above the levels approved in the NFAC Approval, or if a subsequent discharge occurs at the Restricted Property, EEPD may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable provisions of the Broward County Code of Ordinances or applicable Florida Department of Environmental Protection rules. The NFAC Approval relating to the Restricted Property is on file with EEPD at One University Drive, Plantation, Florida 33324.
- G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that a NFAC Approval be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce EEPD to issue the NFAC Approval and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements, which shall run with the Restricted Property:

a.i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property, other than monitoring wells pre-approved in writing by EEPD, in addition to any authorizations required by the South Florida Water Management District.

a.ii. For any dewatering activities on the Restricted Property, a plan approved by EEPD must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

a.iii. There shall be no construction of stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without prior written approval from EEPD.

b.i. The soil contamination located on the Restricted Property shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that does not exceed the RSCTL of 2.1 mg/kg for all lots addressed by this Declaration and the Alternate Soil Cleanup Target Level (ASCTL) of 5.5 mg/kg for Tract B-12 (Buffer, Recreation Area #3), which restrictions are designed to and must prevent human exposure to contaminated soil (hereinafter referred to as "the Engineering Control"). The locations of the lots and Tract B-12 (Buffer, Recreation Area #3) are shown on Exhibit "D." An Engineering Control Maintenance Plan ("ECMP") has been approved by EEPD. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of EEPD. The ECMP, as amended, relating to EAR License #1133, can be obtained by contacting EEPD.

b.ii. Excavation and construction below land surface at Tract B-12 (Buffer, Recreation Area #3), and deeper than two feet land surface at all lots, is not prohibited on the Restricted Property provided any contaminated soils that are excavated must be removed and properly disposed of pursuant to the Broward

County Code of Ordinances and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas on the Restricted Property. For any dewatering activities, a plan pre-approved by EEPD must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. GRANTOR hereby imposes on Tract B-12 (Buffer, Recreation Area #3) within the Restricted Property the following restrictions and requirements, which shall run with the Restricted Property:

a. Tract B-12 (Buffer, Recreation Area #3) use shall be restricted for recreational use and shall remain an open area as defined by the Broward County Zoning Code.

4. All references to "GRANTOR" and "BROWARD COUNTY" and "EEPD" shall also mean and refer to their respective successors and assigns.

5. For the purpose of monitoring the restrictions contained herein, BROWARD COUNTY is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to SPL South Holdings, LLC, which entity or its successor shall be responsible for notifying the remaining GRANTORS within 24 hours of receiving notice from BROWARD COUNTY. Reasonable times shall be between 8:30 A.M. and 5 P.M. Eastern Time. Reasonable notice shall be a minimum of three (3) calendar days' notice.

6. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and BROWARD COUNTY, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. BROWARD COUNTY may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of BROWARD COUNTY to exercise its rights in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of BROWARD COUNTY's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and BROWARD COUNTY by and through EEPD as provided in Paragraph 8 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify EEPD in writing within three (3) calendar days. Additionally, GRANTOR shall notify EEPD thirty (30) calendar days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs,

successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

7. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration in the Public Records of Broward County, Florida ("Public Records"), and reference these restrictions and the recorded document's Instrument Number in any subsequent lease or deed of conveyance. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

8. This Declaration is binding until a release of covenant is executed by EEPD and is recorded in the Public Records. To receive prior approval from EEPD to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes, F.A.C., and the Broward County Code of Ordinances must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and EEPD, by and through its Director and be recorded in the Public Records by GRANTOR as an amendment hereto. EEPD can unilaterally revoke the NFAC Approval if the conditions of this Declaration or the conditions of the NFAC Approval are not met. Additionally, if concentrations of the contaminants noted in Recital C increase above the levels approved in the NFAC Approval, or if a subsequent discharge occurs at the Restricted Property, EEPD may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable provisions of the Broward County Code of Ordinances or applicable Florida Department of Environmental Protection rules.

9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Restricted Property.

11. GRANTOR and EEPD agree that upon recordation of this Declaration in the Public Records, and recordation of declarations of restrictive covenants for the remainder of the Property, addressing contamination set forth in the Reports, GRANTOR will present to EEPD an omnibus survey of all restrictive covenants recorded against or affecting the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Sabal Palm Community Development District has executed this instrument this _____ day of _____, 20____, as owner of the lot set forth and more particularly described on Exhibit "A".

GRANTOR
Sabal Palm Community Development District

By: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____ Date: _____

Witness
Print Name: _____ Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20 __, by _____, as _____ of Sabal Palm Community Development District, a unit of a special purpose local government.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

IN WITNESS WHEREOF, SPL South Holdings, LLC has executed this instrument this _____ day of _____, 20____, as Attorney-In-Fact on behalf of the owners set forth in Exhibit "B" and pursuant to the executed Durable Powers of Attorney attached hereto as Exhibit "E".

GRANTOR

SPL South Holdings, LLC, as attorney in fact for the Owners set forth in Exhibit "B" pursuant to the Durable Powers of Attorney attached as Exhibit "E"

By: _____
Name: Michael Nunziata
Title: Authorized Representative

Signed, sealed and delivered in the presence of:

Witness
Print Name: Janet L. Trump

Date: 2/25/2020

Witness
Print Name: Albani Belandria

Date: 2/25/2020

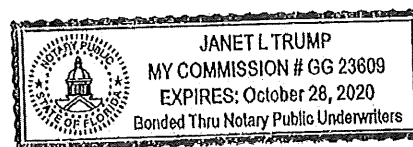
STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by Michael Nunziata, as Authorized Representative of SPL South Holdings, LLC, a foreign limited liability company, as Attorney-In-Fact on behalf of the owners set forth in Exhibit "B" pursuant to the Durable Powers of Attorney attached as Exhibit "E".

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public



IN WITNESS WHEREOF, Broward County, by and through its Environmental Engineering and Permitting Division, has executed this instrument, this ____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

Broward County, by and through its
Environmental Engineering and
Permitting Division

Witness:

Print Name: _____
Date: _____

By: _____
Name: _____
Title: _____

Witness:

Print Name: _____
Date: _____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Benjamin Crego
Assistant County Attorney
Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20 __, by _____ as representative for the Environmental Engineering and Permitting Division of Broward County, Florida.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public _____
Print Name of Notary Public: _____
Commission No.: _____
Commission Expires: _____

Sabal Palm Community Development District

Summary of Invoices

March 19, 2020

Fund	Date	Check No.s	Amount
<i>General</i>	03/06/20	981-993	\$ 32,416.62
Total Invoices for Approval			\$ 32,416.62

*** CHECK DATES 02/13/2020 - 03/11/2020 ***
 SABAL PALM CDD - GF
 BANK A SABAL PALM - GF

CHECK VENDOR#INVOICE.....EXPENSED TO..... SUBCLASS VENDOR NAME STATUS AMOUNTCHECK.....
 DATE INVOICE YRMO DPT ACCT# SUB AMOUNT #

3/06/20	00030	1/25/20	20741020	202002	320-53800-46700		*	350.00	
		FEB 20	- POOL SERVICE						
		2/07/20	20561703	202002	320-53800-52000		*	24.00	
		30 FT	THROW ROPE						
		2/20/20	20561704	202002	320-53800-46700		*	120.00	
		TEST KIT							
		2/25/20	20741030	202002	320-53800-46700		*	150.00	
		STABILIZER							
		2/25/20	20741030	202003	320-53800-46700		*	350.00	
		MAR 30	- POOL SERVICE						

994.00 000981

ADVANCED POOLS

3/06/20	00042	11/01/19	54987	201911	330-53800-46700		*	350.00	
		NOV 19	- POOL SERVICE						
		1/01/20	57039	202001	340-53800-46700		*	350.00	
		JAN 20	- POOL SERVICE						
		1/01/20	57167	202001	330-53800-46700		*	350.00	
		JAN 20	- MONTHLY MAINT						
		1/21/20	57787	202001	330-53800-52000		*	119.00	
		COMPLETE TEST KIT							
		1/28/20	58612	202001	330-53800-52000		*	48.00	
		INSTL/RPLC 30'	THROW ROPE						
		2/01/20	58129	202002	340-53800-46700		*	350.00	
		FEB 20	- POOL SERVICE						
		2/01/20	58255	202002	330-53800-46700		*	350.00	
		FEB 20	- POOL SERVICE						
		2/04/20	58684	202002	340-53800-52000		*	38.00	
		INSTAL FEEDER TUBE							
		2/19/20	58861	202002	330-53800-46700		*	489.00	
		INST/RPLC MOTOR-LEFT SIDE							
		3/01/20	59207	202003	340-53800-46700		*	350.00	
		MAR 20	- POOL SERVICE						
		3/01/20	59207	202003	340-53800-46700		*	75.00	
		STABILIZER							
		3/01/20	59330	202003	330-53800-46700		*	350.00	
		MAR 30	- MONTHLY MAINT						
		3/01/20	59330	202003	330-53800-46700		*	75.00	
		STABILIZER							

3,294.00 000982

B&B POOLS INC.

3/06/20	00035	2/25/20	84957538	202003	320-53800-41500		*	175.97	
		MAR 20	- TV/INTERNET						
		2/27/20	84957538	202003	320-53800-41500		*	191.85	
		MAR 20	- INTERNET						
		2/28/20	84957538	202003	340-53800-41500		*	141.85	
		MAR 20	- INTERNET						

509.67 000983

COMCAST

SABA -SABAL PALM-- PPOWERS

SABAL PALM CDD - GF
 BANK A SABAL PALM - GF

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/06/20	00046	3/01/20	SC10767	202003	340-53800-46200				DIXIE LANDSCAPE	*	6,904.32	6,904.32 000984
3/06/20	00006	2/19/20	6-931-19	202002	310-51300-42000				DELIVERIES THRU 2/19/2020	*	91.30	
2/25/20		2/25/20	6-938-66	202002	310-51300-42000				DELIVERIES THRU 2/25/2020	*	20.58	
3/06/20	00010	3/04/20	FEB 20	202002	320-53800-43000				FEDEX	*	2,232.62	111.88 000985
3/04/20		FEB 20		202002	320-53800-43000				ELECTRIC	*	1,506.54	
3/04/20		FEB 20		202002	320-53800-43001				ELECTRIC	*	574.44	
3/04/20		FEB 20		202002	330-53800-43000				ELECTRIC	*	1,203.11	
3/04/20		FEB 20		202002	340-53800-43000				ELECTRIC	*	5,516.71	000986
3/06/20	00001	3/01/20	104	202003	310-51300-34000				FLORIDA POWER & LIGHT	*	2,575.00	
3/01/20		104		202003	310-51300-35100				MANAGEMENT FEES	*	41.67	
3/01/20		104		202003	310-51300-31300				COMPUTER TIME	*	208.33	
3/01/20		104		202003	310-51300-49500				DISSEMINATION	*	83.33	
3/01/20		104		202003	310-51300-51000				WEBSITE ADM	*	17.50	
3/01/20		104		202003	310-51300-42000				OFFICE SUPPLIES	*	7.15	
3/01/20		104		202003	310-51300-42500				POSTAGE	*	81.40	
3/01/20		104		202003	310-51300-42500				COPIES	*	3,014.38	000987
3/02/20	00011	7311		202003	340-53800-46400				GMS-SF, LLC	*	612.00	
3/02/20		7333		202003	330-53800-46400				LAKE MAINTENANCE	*	1,102.00	
3/02/20		7336		202003	340-53800-46400				CANAL MAINT	*	881.00	
3/06/20	00056	12/17/19	1912066	201912	330-53800-52000				LAKE & WETLAND MANAGEMENT, INC.	*	91.00	2,595.00 000988
					POOPY POUCH BAGS							
									METRO MAINTENANCE SUPPLIES			91.00 000989
									SABA -SABAL PALM-- PPOWERS			

SABAL PALM CDD - GF
BANK A SABAL PALM - GF

BANK A SABAL PALM - GF

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO.... YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
---------------	-------	-----------------------------------	--------------------------------------	-----------------	-------------	--------	--------	-----------------------------

3/06/20	00012	3/01/20	51685	202003 320-53800-46200	*	3,605.00
MAR 20 - LANDSCAPE MAINT						

PALM BEACH-BROWARD LANDSCAPING

3,605.00 000990

3/06/20	00043	3/01/20	00027	202003	330-53800-46600	*	629.66
					MAR 20 - JANITORIAL SVCS		
		3/01/20	10227	202003	330-53800-24000	*	272.27

3/01/20	1027	202003 330-53800-34000	870.37	*
MAR 20 - MANAGEMENT FEE				
3/01/20	2023	202003 340-53800-34000	564.63	*

3/01/20	3023	202003 340-53800-46600	*	416.00
MAR 20 - MANAGEMENT FEES				
3/01/20	3023	202003 340-53800-46600	*	416.00

MAR 20 - JANITORIAL SVC		
3/01/20 3023	202003 340-53800-46600	* 75.00

MAR 20 - 1/2 GOLF CART
PHOENIX MANAGEMENT SERVICES, INC.
2,555.66 000991

3/06/20	00025	3/01/20	7013	202003 320-53800-46700			*	1,000.00
MAR 20 - MONTHLY MAINT								

[illegible]

DATE	DESCRIPTION	AMOUNT	BALANCE
3/06/20	00031	202003 320-53800-34500	700.00
3/01/20	10673	MAR 20 - MONTHLY MAINT	
3/17/20	10677		

3/17/20	10678	202003 330-53800-34500	1 175 00
3/17/20	10677	202003 340-53800-34500	350.00
MAR 20 - MONTHLY MAINT			
202003 340-53800-34500			

3/17/20	10076	202003	330-33800-34300	1,173.00
MAR 20 - MONTHLY MAINT				
O-WIRE TECHNOLOGIES, INC.				2,225.00 000993

[illegible]

TOTAL FOR BANK A	32,416.62
TOTAL FOR DEPOSITORS	32,416.62

TOTAL FOR REGISTER

32,416.62

SABA -SABAL PALM-- PPOWERS

Sabal Palm
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
February 29, 2020

	<u>Governmental Fund Types</u>			Totals (Memorandum Only)
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>2020</u>
<u>ASSETS:</u>				
Cash	\$641,860	---	---	\$641,860
Investments:				
Series 2014 - North Project				
Reserve	---	\$322,389	---	\$322,389
Interest	---	\$23	---	\$23
Revenue	---	\$369,550	---	\$369,550
Sinking	---	\$10	---	\$10
Construction	---	---	\$4	\$4
Series 2016 - Palm Cove Project				
Reserve	---	\$140,115	---	\$140,115
Interest	---	\$20	---	\$20
Revenue	---	\$295,232	---	\$295,232
Principal	---	\$12	---	\$12
Construction	---	---	\$2,397	\$2,397
Series 2017 - Manor Parc Project				
Reserve	---	\$160,117	---	\$160,117
Revenue	---	\$391,132	---	\$391,132
Interest	---	\$22	---	\$22
Sinking	---	\$16	---	\$16
Construction	---	---	\$111	\$111
Due from General Fund	---	\$2,618	---	\$2,618
TOTAL ASSETS	\$641,860	\$1,681,257	\$2,512	\$2,325,629
<u>LIABILITIES:</u>				
Accounts Payable	\$8,808	---	---	\$8,808
Due to Debt Service	\$2,618	---	---	\$2,618
<u>FUND BALANCES:</u>				
Restricted for Debt Service	---	\$1,681,257	---	\$1,681,257
Restricted for Capital Projects	---	---	\$2,512	\$2,512
Unassigned	\$630,434	---	---	\$630,434
TOTAL LIABILITIES & FUND BALANCES	\$641,860	\$1,681,257	\$2,512	\$2,325,629

Sabal Palm
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
REVENUES:				
Admin Assessments				
North/Central Parc	\$34,044	\$33,284	\$33,284	\$0
South/Manor Parc	\$32,160	\$31,443	\$31,443	\$0
Palm Cove/Hidden Trails	\$28,796	\$28,154	\$28,154	\$0
Maintenance Assessments				
North/Central Parc	\$206,560	\$201,952	\$201,952	\$0
South/Manor Parc	\$242,700	\$237,285	\$237,285	\$0
Palm Cove/Hidden Trails	\$185,300	\$181,166	\$181,166	\$0
Interest/Misc Income	\$0	\$0	\$18	\$18
TOTAL REVENUES	\$729,560	\$713,283	\$713,301	\$18

EXPENDITURES:

Administrative

Engineering Fees	\$10,000	\$4,167	\$0	\$4,167
Dissemination Agent	\$2,500	\$1,042	\$1,042	\$0
Assessment Roll	\$2,801	\$2,801	\$4,213	(\$1,412)
Attorney Fees	\$22,000	\$9,167	\$4,510	\$4,657
Annual Audit	\$6,400	\$0	\$0	\$0
Trustee Fees	\$7,000	\$3,500	\$3,500	\$0
Management Fees	\$30,900	\$12,875	\$12,875	\$0
Computer Time	\$500	\$208	\$208	(\$0)
Telephone	\$150	\$63	\$0	\$63
Postage	\$900	\$375	\$176	\$199
Insurance	\$6,037	\$6,037	\$6,037	\$0
Printing & Binding	\$500	\$208	\$11	\$197
Legal Advertising	\$1,000	\$417	\$0	\$417
Other Current Charges	\$600	\$250	\$186	\$64
Property Taxes	\$1,500	\$625	\$253	\$372
Website Admin	\$1,000	\$417	\$417	\$0
Office Supplies	\$50	\$21	\$3	\$18
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Contingencies	\$987	\$411	\$0	\$411
Sub-Total	\$95,000	\$42,758	\$33,606	\$9,152

Field Operations & Maintenance

Sabal North (Central Parc)

Security	\$11,757	\$4,899	\$2,800	\$2,099
Internet/Cable	\$4,000	\$1,667	\$1,838	(\$172)
Electric/Street Lighting	\$50,000	\$20,833	\$18,401	\$2,432
Water	\$650	\$271	\$223	\$48
Pressure Washing	\$5,000	\$5,000	\$4,757	\$243
Landscape Maintenance	\$80,000	\$33,333	\$20,210	\$13,123
Lake and Canal Maint	\$13,500	\$5,625	\$4,405	\$1,220
Irrigation Repairs	\$12,000	\$5,000	\$1,290	\$3,710
Repairs & Maintenance	\$1,500	\$625	\$0	\$625
Pool/Clubhouse	\$21,000	\$8,750	\$8,726	\$25

Sabal Palm
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u><i>Field Operations & Maintenance</i></u>				
Sabal North (Central Parc) (continued)				
Operating Supplies	\$2,710	\$1,129	\$234	\$895
Permits	\$1,200	\$500	\$525	(\$25)
Property Insurance	\$3,243	\$3,243	\$3,135	\$108
Sub-Total - Sabal North	\$206,560	\$90,875	\$66,544	\$24,331
Sabal South (Manor Parc)				
Field Management Services	\$10,000	\$4,167	\$4,303	(\$136)
Security	\$25,000	\$10,417	\$1,175	\$9,242
Lighting/Electrical	\$15,000	\$6,250	\$2,987	\$3,263
Water	\$1,500	\$625	\$249	\$376
Landscape Maintenance	\$130,000	\$54,167	\$68,430	(\$14,263)
Pressure Washing	\$5,000	\$2,083	\$0	\$2,083
Lake and Canal Maint	\$13,500	\$5,625	\$5,510	\$115
Irrigation Repairs	\$15,000	\$6,250	\$287	\$5,963
Janitorial Services	\$5,000	\$2,083	\$3,148	(\$1,065)
Pool/Clubhouse	\$10,000	\$4,167	\$1,989	\$2,178
Drainage Repairs/Preventative	\$7,700	\$3,208	\$0	\$3,208
Property Insurance	\$3,446	\$3,446	\$3,312	\$134
Permits/Contingency	\$1,554	\$648	\$2,022	(\$1,375)
Sub-Total - Sabal South	\$242,700	\$103,135	\$93,412	\$9,723
Palm Cove (Hidden Trails)				
Field Management Services	\$10,000	\$4,167	\$2,646	\$1,521
Landscape Maintenance	\$83,000	\$34,583	\$34,522	\$62
Irrigation	\$3,000	\$1,250	\$0	\$1,250
Janitorial Services	\$1,560	\$650	\$2,305	(\$1,655)
Pool/Clubhouse	\$20,800	\$8,667	\$2,766	\$5,901
Electric/Street Lighting	\$25,000	\$10,417	\$6,245	\$4,171
Water	\$2,500	\$1,042	\$252	\$789
Repairs & Maintenance	\$2,000	\$833	\$340	\$493
Lake and Canal Maint	\$7,344	\$3,060	\$3,060	\$0
Security	\$15,000	\$6,250	\$350	\$5,900
Internet/Cable	\$2,500	\$1,042	\$719	\$322
Property Insurance	\$3,426	\$3,426	\$3,332	\$94
Contingency	\$9,170	\$3,821	\$851	\$2,970
Sub-Total - Palm Cove	\$185,300	\$79,207	\$57,388	\$21,819
TOTAL EXPENDITURES	\$729,560	\$315,975	\$250,949	\$65,025
Net change in Fund Balance	\$0	\$397,308	\$462,351	\$65,043
FUND BALANCE - Beginning	\$0		\$168,083	
FUND BALANCE - Ending	\$0		\$630,434	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2014 NORTH PROJECT

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$3,746	\$3,746
Special Assessments	\$307,094	\$303,300	\$303,300	\$0
TOTAL REVENUES	\$307,094	\$303,300	\$307,047	\$3,746
EXPENDITURES:				
Series 2014				
Interest Expense - 11/1	\$124,872	\$124,872	\$124,872	\$0
Principal Expense - 11/1	\$55,000	\$55,000	\$55,000	\$0
Interest Expense - 05/1	\$123,188	\$0	\$0	\$0
TOTAL EXPENDITURES	\$303,060	\$179,872	\$179,872	\$0
Excess (deficiency) of revenues over (under) expenditures	\$4,035	\$123,429	\$127,175	\$3,746
Net change in Fund Balance	\$4,035	\$123,429	\$127,175	\$3,746
FUND BALANCE - Beginning	\$242,875		\$566,063	
FUND BALANCE - Ending	\$246,910		\$693,238	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2016 PALM COVE PROJECT

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$2,174	\$2,174
Special Assessments	\$278,275	\$277,002	\$277,002	\$0
Direct Assessments	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$278,275	\$277,002	\$279,176	\$2,174
EXPENDITURES:				
Series 2016				
Interest Expense - 11/1	\$104,169	\$104,169	\$104,169	\$0
Principal Expense - 11/1	\$65,000	\$65,000	\$65,000	\$0
Interest Expense - 05/1	\$102,869	\$0	\$0	\$0
TOTAL EXPENDITURES	\$272,038	\$169,169	\$169,169	\$0
Excess (deficiency) of revenues over (under) expenditures	\$6,237	\$107,833	\$110,007	\$2,174
OTHER FINANCING SOURCES/(USES):				
Interfund Transfer In/(Out)	\$0	\$0	(\$1,584)	(\$1,584)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$1,584)	(\$1,584)
Net change in Fund Balance	\$6,237	\$107,833	\$108,423	\$589
FUND BALANCE - Beginning	\$187,654		\$328,310	
FUND BALANCE - Ending	<u>\$193,891</u>		<u>\$436,733</u>	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2017 SOUTH PROJECT

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$2,872	\$2,872
Special Assessments	\$317,839	\$302,689	\$302,689	\$0
Direct Assessments	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$317,839	\$302,689	\$305,561	\$2,872
<u>EXPENDITURES:</u>				
<u>Series 2017</u>				
Interest Expense - 11/1	\$114,856	\$114,531	\$114,531	\$0
Principal Expense - 11/1	\$85,000	\$85,000	\$85,000	\$0
Interest Expense - 05/1	\$113,369	\$0	\$0	\$0
TOTAL EXPENDITURES	\$313,225	\$199,531	\$199,531	\$0
Excess (deficiency) of revenues over (under) expenditures	\$4,614	\$103,158	\$106,030	\$2,872
<u>OTHER FINANCING SOURCES/(USES):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$0	\$0
Net change in Fund Balance	\$4,614	\$103,158	\$106,030	\$2,872
FUND BALANCE - Beginning	\$277,056		\$445,257	
FUND BALANCE - Ending	\$281,670		\$551,287	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2014 NORTH PROJECT

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
<i>TOTAL REVENUES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net change in Fund Balance	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FUND BALANCE - Beginning	\$0		\$4	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$4</u>	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2016 PALM COVE

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$29	\$29
<i>TOTAL REVENUES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$29</u>	<u>\$29</u>
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$4,345	(\$4,345)
Cost of Issuance	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$4,345</u>	<u>(\$4,345)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>(\$4,316)</u>	<u>(\$4,316)</u>
<u>OTHER FINANCING SOURCES/(USES):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$1,584	\$1,584
<i>TOTAL OTHER FINANCING SOURCES/(USES)</i>	<u>\$0</u>	<u>\$0</u>	<u>\$1,584</u>	<u>\$1,584</u>
Net change in Fund Balance	<u>\$0</u>	<u>\$0</u>	<u>(\$2,731)</u>	<u>(\$2,731)</u>
FUND BALANCE - Beginning	\$0		\$5,128	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$2,397</u>	

Sabal Palm

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2017 SOUTH

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$1	\$1
<i>TOTAL REVENUES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$1</u>	<u>\$1</u>
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
<i>TOTAL EXPENDITURES</i>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$1</u>	<u>\$1</u>
<u>OTHER FINANCING SOURCES/(USES):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
<i>TOTAL OTHER FINANCING SOURCES/(USES)</i>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net change in Fund Balance	<u>\$0</u>	<u>\$0</u>	<u>\$1</u>	<u>\$1</u>
FUND BALANCE - Beginning	\$0		\$110	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$111</u>	

SABAL PALM
COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2014 Special Assessment Bonds</u> <i>North Parcel Assessment Area Project</i>	
Original Issue Amount:	\$3,785,000	
Interest Rate:	\$830,000	6.13%
Maturity Date:	November 1, 2027	
Interest Rate:	\$2,955,000	7.125%
Maturity Date:	November 1, 2044	
Reserve Fund Requirement:	Lesser of: (i) Max Annual Debt Service for Bonds Outstanding (ii) 125% of Average Debt Service for Bonds Outstanding (iii) 10% of original proceeds	
Bonds outstanding	\$3,785,000	
Less: 11/1/15	(\$45,000)	
11/1/16	(\$45,000)	
11/1/17	(\$50,000)	
11/1/18	(\$50,000)	
11/1/19	(\$65,000)	
Current Bonds Outstanding:	<u>\$3,530,000</u>	

Bond Issue:	<u>Series 2016 Special Assessment Bonds</u> <i>Palm Cove Assessment Area Project</i>	
Original Issue Amount:	\$4,055,000	
Interest Rate:	\$410,000	4.00%
Maturity Date:	November 1, 2022	
Interest Rate:	\$1,415,000	5.250%
Maturity Date:	November 1, 2035	
Interest Rate:	\$2,230,000	5.500%
Maturity Date:	November 1, 2046	
Bonds outstanding	\$4,055,000	
Less: 11/1/17	(\$60,000)	
11/1/18	(\$65,000)	
11/1/19	(\$55,000)	
Current Bonds Outstanding:	<u>\$3,875,000</u>	

Bond Issue:	<u>Series 2017 Special Assessment Bonds</u> <i>South Parcel Assessment Area Project</i>	
Original Issue Amount:	\$4,945,000	
Interest Rate:	\$450,000	3.50%
Maturity Date:	November 1, 2022	
Interest Rate:	\$665,000	4.250%
Maturity Date:	November 1, 2028	
Interest Rate:	\$1,390,000	4.750%
Maturity Date:	November 1, 2037	
Interest Rate:	\$2,440,000	5.000%
Maturity Date:	November 1, 2047	
Reserve Fund Requirement:	50% of Max Annual Debt Service	
Bonds outstanding	\$4,945,000	
Less: 11/1/18	(\$85,000)	
11/1/19	(\$35,000)	
Current Bonds Outstanding:	<u>\$4,775,000</u>	

Fiscal Year Ending September 30, 2020

Bal to Transfer