# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



# **REGULAR MEETING AGENDA**

April 13, 2022

#### PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>th</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT

April 15, 2022

**Board of Supervisors** 

LT Ranch Community Development District

**Dear Board Members:** 

The regular meeting of the Board of Supervisors of the LT Ranch Community Development District will be held on Friday, April 22, 2022, at 11:00 A.M. at the offices of Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.

WebEx link and telephone number to join/watch the meeting:

https://districts.webex.com/districts/onstage/g.php?MTID=e75eeba3cc3be644e3c3f9875c347a3d1

Access Code: 2332 596 8577, Event password: Jpward

Phone: 408-418-9388 and enter the access code 2332 596 8577 to join the meeting.

#### Agenda

- Call to Order & Roll Call.
- 2. Consideration of Minutes:
  - I. February 9, 2022 Regular Meeting Minutes.
- Consideration of Resolution 2022-4, a resolution of the Board of Supervisors approving the Proposed Fiscal Year 2023 Budget and setting the Public Hearing on Wednesday, July 13, 2022, at 11:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.
- 4. Consideration of **Resolution 2022-5**, a resolution of the Board of Supervisors approving the assignment of Engineering Services Agreement, dated January 1, 2022, from Waldrop Engineering, LLC to Atwell, LLC together with an Assignment Letter.
- Consideration of Resolution 2022-6, a resolution of the Board of Supervisors of the LT Ranch Community Development District confirming and approving the actions of the Chairman and District staff regarding the acquisition of certain Skye Ranch Neighborhood Four North (PHASES 1 & 2) utilities and conveyance of Skye Ranch Neighborhood Four North (PHASES 1 & 2) utilities to Sarasota County, Florida.

- Consideration of Resolution 2022-7, a resolution of the Board of Supervisors designating a date time, and location for a landowners' meeting and election; providing for publication; and establishing forms for the landowners' election.
- Consideration of **Resolution 2022-8**, a resolution of the Board of Supervisors ratifying the actions of the Board of Supervisors and District staff related to the transfer of the Environmental Resource Permit ("ERP") and acceptance of responsibility for the perpetual operation and maintenance of certain portions of the stormwater management system.
- Staff Reports.
  - ١. District Attorney.
  - II. District Engineer.
    - a) Stormwater Report update.
  - III. District Asset Manager.
    - a) Operations Report March 2022.
    - b) Operations Report April 2022.
  - IV. District Manager.
    - a) Reported number of Registered Voters as of April 15, 2022.
    - b) Financial Statement for period ending January 31, 2022 (unaudited).
    - c) Financial Statement for period ending February 28, 2022 (unaudited).
    - d) Financial Statement for period ending March 31, 2022 (unaudited).
- 9. Supervisor's Requests and Audience Comments.

10.	۸ ما:	~	nm		+
TU.	Aui	our	nm	ıen	t.

The first order of business is to call to order the meeting and conduct Roll Call.

The second order of business is the consideration of the Minutes from the February 9, 2022, Regular Meetings.

The third order of business is the consideration of Resolution 2022-4, a resolution of the Board of Supervisors of the District which approves the proposed budget for Fiscal Year 2023 and sets the public hearing date, time, and location.

The District's enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the budget is only intended to permit the District to move through the process towards adopting the budget at a Public Hearing scheduled for the Wednesday, July 13, 2022, 11:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

The approval of the Budget does not bind the Board to any of the costs contained in the budget, any of the programs contained in the Budget and most importantly it does not bind the Board to the Assessment Rates for the general fund contemplated as a result of the preparation of the Budget.

The public hearing is scheduled for Wednesday, July 13, 2022, 11:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

The fourth order of business is the consideration of **Resolution 2022-5**, a resolution of the Board of Supervisors of the District approving the assignment of Engineering Services Agreement, dated January 1, 2022, from Waldrop Engineering, LLC to Atwell, LLC together with an Assignment Letter. The assignment from Waldrop Engineering, LLC to Atwell, LLC is due the recent corporate merger between Waldrop Engineering, LLC and Atwell, LLC that became official on January 1, 2022. Following this assignment, the standard services rates are substantially similar to the previous 2022 fee schedule.

The fifth order of business is the consideration of **Resolution 2022-6**, a resolution of the Board of Supervisors of the LT Ranch Community Development District confirming and approving the actions of the Chairman and District staff regarding the acquisition of certain Skye Ranch Neighborhood Four North (PHASES 1 & 2) utilities and conveyance of Skye Ranch Neighborhood Four North (PHASES 1 & 2) utilities to Sarasota County, Florida.

The sixth order of business is the consideration of **Resolution 2022-7**, a resolution of the Board of Supervisors designating a date time, and location for a landowner's meeting and election; providing for publication; and establishing forms for the landowners' election.

The seventh order of business is the consideration of **Resolution 2022-8**, a resolution of the Board of Supervisors ratifying the actions of the Board of Supervisors and District staff related to the transfer of the Environmental Resource Permit ("ERP") and acceptance of responsibility for the perpetual operation and maintenance of certain portions of the stormwater management system.

The remainder of the agenda is standard in nature, and I look forward to seeing you at the meeting. If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Sincerely,

LT Ranch Community Development District

omes P Word

James P. Ward District Manager

#### The Fiscal Year 2022 schedule is as follows:

April 13, 2022	May 11, 2022
June 8, 2022	July 13, 2022
August 10, 2022	September 14, 2022

#### MINUTES OF MEETING 1 2 LT RANCH 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 The Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District was 6 held on Wednesday, February 9, 2022, at 11:00 a.m. at the offices of Taylor Morrison 551 Cattlemen 7 Road, Suite 200, Sarasota Florida 34232. 8 9 Present and constituting a quorum: 10 John Wollard Chairperson 11 Scott Turner **Assistant Secretary** Christy Zelaya **Assistant Secretary** 12 13 Karen Goldstein **Assistant Secretary** Jim Turner 14 Assistant Secretary 15 16 Also present were: 17 James P. Ward District Manager 18 Jere Earlywine **District Attorney** 19 David Caplivski Grau and Associates 20 21 Audience: 22 Chris Berry **LMP** 23 Scott Carlson LMP 24 25 All resident's names were not included with the minutes. If a resident did not identify 26 themselves or the audio file did not pick up the name, the name was not recorded in these 27 minutes. 28 29 PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE 30 TRANSCRIBED IN ITALICS. 31 32 FIRST ORDER OF BUSINESS Call to Order/Roll Call 33 34 District Manager James P. Ward called the meeting to order at approximately 11:00 a.m. He conducted 35 roll call; all Members of the Board were present, constituting a quorum. 36 37 SECOND ORDER OF BUSINESS **Consideration of Minutes** 38 39 **December 8, 2021 - Regular Meeting Minutes** 40 41 Mr. Ward asked if there were any additions, deletions, or corrections for the Minutes. Hearing none, he 42 called for a motion to approve the Minutes. 43 44 On MOTION made by Mr. John Wollard, seconded by Ms. Karen Goldstein, and with all in favor, the December 8, 2021, Regular 45 46 Meeting Minutes were approved.

47

#### THIRD ORDER OF BUSINESS

#### **Consideration of Promissory Note**

Consideration of a Promissory Note with Taylor Morrison and a Funding Letter Agreement from Taylor Morrison in the amount of \$200,000.00 to fund landscaping damage from the weather and other related operating expenses through September 30, 2022, with a repayment from the District's agreement to levy assessments in Fiscal Year 2023 in a sufficient amount to repay the note in full

Mr. Ward: Item 3 on your agenda is consideration of a Promissory Note between the District and Taylor Morrison to fund up to \$200,000 dollars for the current fiscal year to deal with a projected deficit in our operating expenses, and most importantly from freeze damage recently done to our landscaping program. As you recall, we did, in January I believe, start a new contract with a landscaping company to handle the landscaping on Lorraine Blvd. That was in the prior HOA agreement that we had. In the current 2022 Budget, there may not be enough funds to cover the full cost of that, so there is a little bit of money included in this promissory note to deal with that particular obligation, and most importantly we are in the process of trying to figure out how to recuperate from the weather damage done to the landscaping from the recent weather events. The promissory note is \$200,000 dollars from Taylor Morrison. There is no interest due on it. It is due in 1 year, I believe it is May 1, 2022. The requirement under the promissory note is the District will, to the extent that it uses the full \$200,000 dollars, will be required to levy that assessment in our upcoming 2023 Budget in order to repay the obligations of the note itself. If we use less of it, so be it, but this is not going to be far off base by the time we get to the end of the program.

Discussion ensued regarding the freeze damage sustained recently, and the promissory note being for operation expenses, not bond issues.

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, the Promissory Note with Taylor Morrison was approved in an amount not to exceed \$200,000 dollars.

#### **FOURTH ORDER OF BUSINESS**

2022 adopted budget

**Consideration of Resolution 2022-3** 

 Mr. Ward: Resolution 2022-3 amends your fiscal year 2022 Budget. This Budget Amendment is consistent with the Note obligation that we have and will fund the additional expenses anticipated as a result of the freeze damage and the anticipated shortfall in our obligation. In order to move forward and do the program now that we have the Note and obligation, I am required to do a Budget Amendment since it exceeds your existing budget authorization that you approved last year.

Consideration of Resolution 2022-3, a resolution of the Board of Supervisors amending the Fiscal Year

Mr. Jim Turner: It also looked like there was an amendment to take away from this budget the expenses relative to the community park maintenance since it is under construction and a bit behind schedule. Am I reading that correctly?

95 Mr. Ward: You are reading that perfectly.

Mr. Jim Turner: I assume that is just going to be pushed forward into the 2023 Budget since it should be completed by then.

Mr. Wollard: Yes. There is a component of the park area that is finished. A little playground area with a dog park, tot lot, and then forthcoming would be the sports area. Later this year would be the actual soccer fields and baseball fields components which are a little heavier on the maintenance side, but as long as we are not eliminating maintenance completely, which it kind of looks like maybe we are.

Mr. Ward: Yes, we are.

Mr. Wollard: We probably need to talk about adding some of that back in because there is a component of mowing and fertilizing and weeding inside that tot lot and the dog park areas now. They just finished, so we need to do a turnover walk with Bruce and his team.

Mr. Ward: Okay. This affects the Promissory Note. The \$200,000 dollars was sized to meet the estimated cost of the freeze damage and only the deficit picking out these costs related to this park issue, so we would need to increase the note obligation in addition to reducing what we are taking out for this amenity facility.

Mr. Wollard: The Note was based on a guesstimate though of what it's going to take to fix the frost damage, so could we potentially just see where that gets us and do another promissory note if we have to.

Mr. Ward: Yes. We could do that. We could leave the note as is, do this budget amendment as it is, and if we have to increase the note, I will have to do another budget amendment to go with it.

Mr. Jim Turner: I'm a little confused because it seems like the current budget was designed to fully fund the maintenance. I don't understand why there has to be a promissory note for any maintenance as the current budget would have provided for the entire maintenance.

Mr. Ward: The 2022 Budget actually did not provide for the full maintenance. Going into the 2022 Budget we put that all in the homeowner's association, and then in January we decided to put it back in the CDD, so the Budget had already been reduced going into 2022 to take out some of that landscaping and other maintenance that was associated with it.

132 Mr. Jim Turner: There was \$24,000 in mowing, but I see that the rest of it was like \$1,000 here and \$1,000 there, so it was de minimis.

Mr. Ward: It was de minimis work, right. The majority of what was needed to deal with the existing landscaping program clearly was not included in the 2022 budget because it was only adopted this budget. The decision to move it into the HOA was done just prior to that. So, we took it out of the 2022 budget, and we added it back in 2022, so when we did that, I realized we would be close, but now with the freeze damage and the shortage expected I don't think we are going to meet our total financial obligations. To sum it up, we will leave it as is, and then to the extent, depending on how much this freeze damage stuff is going to cost, when the park comes online, we may end up having to do a promissory note amendment and an amendment to the budget at that time. Fair?

143 144

Mr. Jim Turner: That amends the budget, but it doesn't necessarily amend the assessments because we collectively are not that nimble with assessments.

145 146 147

Mr. Ward: That is true. A motion to approve would be in order.

148149

On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, Resolution 2022-3 was adopted, and the Chair was authorized to sign.

151152

150

FIFTH ORDER OF BUSINESS

**Consideration of Audited Financial Statements** 

153154155

Consideration of the Acceptance of the Audited Financial Statements for the Fiscal Year ended September 30, 2021

156 157

Mr. Ward introduced Mr. David Caplivski with Grau and Associates.

158159160

161

162163

164

Mr. David Caplivski with Grau and Associates reviewed the Audited Financial Statements for the Fiscal Year ended September 30, 2021. He reported the opinion on the Financial Statements was a clean, or unmodified, opinion which was the best opinion a district could receive. He noted the other reports required in audited financial statements could be found in the back of the Financial Statements and all of those were also clean and unmodified and there were no findings. He thanked the CDD for choosing Grau and Associates.

165166167

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

168169

On MOTION made by Mr. John Wollard, seconded by Ms. Karen Goldstein, and with all in favor, the Audited Financial Statements were accepted for purposes of inclusion in the record.

171172173

170

**SIXTH ORDER OF BUSINESS** 

Staff Reports

174 175

I. District Attorney

176177

Mr. Earlywine: We are working on the project completion resolution for the first series of bonds, and I know our Engineer is working on the Engineer's Report for the next series of bonds.

178179180

**II.** District Engineer

181 182

a) Stormwater Report update No report.

183 184

185 III. District Asset Manager

186 187

a) Report January 1, 2022

188 189

4 | Page

190	IV. District Ma	nager	
191			
192	a) Financial	Statements for period	d ending November 30, 2021 (unaudited)
193	b) Financial	Statements for period	d ending December 31, 2021 (unaudited)
194			
195			
196	SEVENTH ORDE	R OF BUSINESS	Supervisor's Requests and Audience Comments
197			
198		•	pervisor's requests; there were none. He asked if there were any
199		bers present in perso	n or by audio/video with any questions or comments; there were
200	none.		
201 202	FIGUTU ODDED	OF BUCINESS	Adianamant
202	EIGHTH ORDER	OF BUSINESS	Adjournment
203	Mr. Ward adiou	irned the meeting at a	approximately 11:14 a.m.
205	ivii. vvaru aujot	arried the meeting at a	pproximately 11.14 a.m.
206		On MOTION made	by Mr. Jim Turner, seconded by Ms. Karen
207			all in favor, the meeting was adjourned.
		dolustelli, aliu with a	an in lavor, the meeting was aujourned.
208			
209 210			LT Ranch Community Development District
210			ET Ranch Community Development District
211			
213			
214	James P. Ward,	Secretary	John Wollard, Chairperson
		,	

#### **RESOLUTION 2022-4**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LT RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

#### **RECITALS**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the LT Ranch Community Development District (the "Board"), a proposed Budget for Fiscal Year 2023; and

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

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

**SECTION 1. INCORPATION OF WHEREAS CLAUSES**. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2. APPROVAL OF THE PROPOSED BUDGETS**. The proposed Budgets submitted by the District Manager for Fiscal Year 2023 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3.** A public hearing on said approved budget is hereby declared and set for the following date, hour, and location:

DATE: Wednesday, July 13, 2022

HOUR: 11:00 A.M. LOCATION: Taylor Morrison

551 Cattlemen Road, Suite 200

Sarasota, Florida 34232

**SECTION 4. SUBMITTAL OF BUDGET TO SARASOTA COUNTY**. The District Manager is hereby directed to submit a copy of the proposed budget to Sarasota County at least 60 days prior to the hearing set above. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

**SECTION 5. NOTICE OF PUBLIC HEARING.** Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear

#### **RESOLUTION 2022-4**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LT RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS**. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof., That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 22nd day of April 2022.

ATTEST:		DISTRICT
James P. Wa	rd, Secretary	John Wollard, Chairperson
Exhibit A:	Fiscal Yeah 2023 Prop	posed Budget

#### Exhibit A

Fiscal Year 2023 Proposed Budget

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_



# PROPOSED BUDGET

FISCAL YEAR 2023

#### PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37 STREET, FT. LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

#### General Fund - Budget Fiscal Year 2023

Description	Fi	MENDED scal Year 22 Budget	Anticipated Actual at Year End 01/31/2022 09/30/2022		Fis	scal Year 2023 Budget	Description	
Revenues and Other Sources								
Carryforward	\$	-	\$	-	\$ -	\$	-	
Interest Income - General Account	\$	-	\$	-	\$ -	\$	-	Interest on General Bank Account
Assessment Revenue								
Assessments - On-Roll	\$	375,672	\$	342,556	\$ 375,672	\$	767,394	Property Owners Assessments
Assessments - Off-Roll	\$	-	\$	-	\$ -	\$	-	
Note Proceeds - Fund FY 2022								
Taylor Morrison	\$	200,000	\$	-	\$ 240,208	\$	-	_
Total Revenue & Other Sources	\$	575,673	\$	342,556	\$ 615,880	\$	767,394	- =
Appropriations								
Legislative								
Board of Supervisor's Fees	\$	-	\$	-	\$ -	\$	-	Statutory Set Fees
Board of Supervisor's - FICA	\$	-	\$	-	\$ -	\$	-	FICA (If applicable)
Executive								
Professional - Management	\$	40,000	\$	13,333	\$ 40,000	\$	41,000	District Manager
Financial and Administrative								
Audit Services	\$	4,200	\$	-	\$ 4,200	\$	4,300	Statutory Required Audit Yearly
Accounting Services	\$	16,000	\$	5,333	\$ 16,000	\$	17,000	All Funds
Assessment Roll Preparation	\$	16,000	\$	5,333	\$ 16,000	\$	17,000	Par Outstanding and yearly work with Property Appraiser
Arbitrage Rebate Fees	\$	500	\$	-	\$ 500	\$	500	IRS Required Calculation to insure interest on boond funds does not exceep interest paid on bonds
Other Contractual Services								
Recording and Transcription	\$	-	\$	_	\$ -	\$	-	Transcription of Board Meetings
Legal Advertising	\$	2,000	\$	616	\$ 1,900	\$	2,000	Statutory Required Legal Advertising
Trustee Services	\$	6,695	\$	_	\$ 6,695	\$	6,695	Trustee Fees for Bonds
Dissemination Agent Services	\$	5,000	\$	-	\$ 5,000	\$	5,000	Required Reporting for Bonds
Property Appraiser Fees	\$	-	\$	-	\$ -	\$	-	Fees to place assessment on tax bills
Bank Service Fees	\$	250	\$	48	250	\$		Bank Fees - Governmental Bank Account
Travel and Per Diem	\$	-				\$	-	
Communications and Freight Services								

#### General Fund - Budget Fiscal Year 2023

	AMENDED					Anticipated				
Description		iscal Year 22 Budget		Actual at /31/2022		Year End 9/30/2022	Fiscal Year 2023 Budget		Description	
Telephone	\$	-	\$	-	\$	-	\$			
Postage, Freight & Messenger	\$	100	\$	61	'	100	\$	200	Agenda Mailings and other misc mail	
Rentals and Leases	ڔ	100	ڔ	01	ڔ	100	ڔ	200	Agenua Mailings and Other Mist Mail	
Miscellaneous Equipment	\$	_	\$	_	\$	_	\$	_		
Computer Services (Web Site)	\$	1,200	\$	-	\$	1,200	•	2 000	Statutory Maintenance of District Web Site	
Insurance	\$	5,435	\$	5,435	'	5,435	•		General Liability and D&O Liability Insurance	
Subscriptions and Memberships	\$	175	\$	175	\$	175	\$	175	·	
Printing and Binding	\$	200	\$	194	\$	200	\$	_	Agenda Books and Misc Copies	
Office Supplies	\$	-	\$	134	\$	200	\$	-	Agenda books and wise copies	
Legal Services	7		Y		7		Y			
General Counsel	\$	2,500	\$	901	\$	2,500	\$	7 500	District Attorney	
Series 2018 bonds	\$	-	\$	-	\$	-	Y	7,500	<i>bistilet</i> / itemety	
Other General Government Services	Υ		Y		Ψ					
Engineering/Field Services	\$	8,000	\$	7,108	\$	7,500	Ś	7.500	District Engineer	
Sub-Total:	<u> </u>	108,255	\$	38,538	\$		\$	117,720		
Stormwater Management Serivces				-		•		<u> </u>	-	
Lake, Lake Bank and Littoral Shelf Maintenance										
Professional Services										
Asset Management	\$	-	\$	-	\$	19,000	\$	19,000	Field Operations Manager	
Repairs & Maintenance										
Aquatic Weed Control	\$	15,000	\$	3,375	\$	10,125	\$	15,500	Periodic Spraying of Lakes	
Littoral Shelf - Invasive Plant Control	\$	4,500	\$	-	\$	2,200	\$	3,200	Control of Invasives, maintain littoral areas	
Lake Bank Maintenance	\$	-	\$	-	\$	-	\$	-	Periodic maintenance of lake banks	
Detention Area Maintenance	\$	3,700	\$	-	\$	4,200	\$	-	Periodic maintenance of dry detention areas	
Water Quality Testing	\$	-	\$	-	\$	-	\$	-	Periodic testing of lakes in water management system	
Littoral Shelf Plantings	\$	2,800	\$	-	\$	-	\$	-	Periodic replacement of littoral shelf plantings.	
Control Structures, Catch Basins & Outfalls	\$	-	\$	-	\$	5,200	\$	22,500	Inspection/Cleaning of Drainage Structures	
Preserve Services										
Wetland Maintenance	\$	133,560	\$	23,185	\$	19,200	\$	37,800	Preserve Maintenance	
Enhancement Area Maintenance	\$	29,400	\$	-	\$	19,600	\$	33,400	Preserve Maintenance	

#### General Fund - Budget Fiscal Year 2023

Description		F	AMENDED iscal Year 022 Budget	Actual at		Anticipated Year End 19/30/2022	Fis	scal Year 2023 Budget	Description	
Creation Areas Maintenance		\$	12,000	\$	-	\$ 4,400	\$	-	Preserve Maintenance	
Contingencies		\$	-	\$	-	\$ -	\$	11,240	10% of Repairs and Maintenance Items	
Operating Supplies		\$	-	\$	-	\$ -	\$	-	None Required	
Capital Outlay		\$	-	\$	-	\$ -	\$	-	None Required	
	Sub-Total:	\$	200,960	\$	26,560	\$ 83,925	\$	142,640	_	
Lorraine Road Maintenance										
Professional Services										
Asset Management		\$	-	\$	-	\$ 10,000	\$	10,000	Field Operations Manager	
Utility Services										
Electric - Street Lights		\$	-	\$	-	\$ 8,000	\$	11,200	Power Service	
Irrigation Water		\$	-	\$	-	\$ 7,800	\$	10,200	Irrigation Water	
Repairs & Maintenance										
Landscape Maintenance										
Periodic Maintenance		\$	131,904	\$	-	\$ 235,000	\$	176,800	Turf, Hedges, groundcover, trees	
Frost Damage		\$	80,000			\$ 100,000	\$	-	Unusual Frost in FY 2022	
Vehicular Damage		\$	-			\$ 21,000	\$	36,000	Damage from Vehicular Traffic	
Tree Trimming		\$	-	\$	-	\$ -	\$	11,000	Yearly trimming to thin Branches	
Landscape Replacements		\$	-	\$	-	\$ -	\$	21,000	Yearly replacements as needed	
Mulch Installation		\$	15,000	\$	-	\$ 6,300	\$	34,000	One (1) full mulch yearly	
Annuals		\$	-	\$	-	\$ 4,400	\$	6,000	Four (4) times per year	
Roadway Lighting		\$	3,000	\$	-	\$ -	\$	6,000	Periodic repairs as needed	
Landscape Lighting		\$	-	\$	-	\$ -	\$	-		
Founatin Services		\$	6,000	\$	-	\$ 5,500	\$	6,800	Periodic repairs as needed	
Irrigation System		\$	-	\$	-	\$ -	\$	4,000	Periodic repairs as needed	
Contingencies		\$	-	\$	-	\$ 5,000	\$	15,080	5% of Repairs and Maintenance	
Operating Supplies		\$	-	\$	-	\$ -	\$	-		
Capital Outlay		\$	-	\$	-	\$ -	\$	-		
Contingencies		\$	-	\$	-	\$ -	\$	-	_	
	Sub-Total:	\$	235,904	\$	-	\$ 403,000	\$	348,080		

**Community Park** 

#### General Fund - Budget Fiscal Year 2023

		ΑN	/IENDED			Å	Anticipated			
			cal Year		ctual at		Year End	Fis	scal Year 2023	Description
Description		2022	2 Budget	01,	/31/2022	0	9/30/2022		Budget	
Professional Services										
Asset Management		\$	-	\$	-	\$	6,000	\$	6,000	Field Operations Manager
Utility Services										
Electric		\$	-	\$	-			\$	-	
Water and Sewer		\$	-	\$	-			\$	-	
Repairs & Maintenance										
Landscaping Maintenance		\$	-	\$	1,350	\$	11,500	\$	19,800	Turf, Hedges, groundcover, trees
Tree Trimming		\$	-	\$	-	\$	-	\$	-	
Landscape Replacements		\$	-	\$	-	\$	-	\$	-	
Mulch Installation		\$	-	\$	-	\$	-	\$	1,600	One (1) time per year
Irrigation System		\$	1,000	\$	-	\$	1,800	\$	2,200	Periodic Maintenance as needed
Snack Shack										
Utility Services										
Electric		\$	3,000	\$	-	\$	-	\$	-	
Water and Sewer		\$	2,000	\$	-	\$	-	\$	-	
Building Maintenance				\$	-	\$	-	\$	-	
Miscellaneous Repairs		\$	1,000	\$	-	\$	-	\$	-	
Playground										
Miscellaneous Repairs		\$	1,000	\$	-	\$	-	\$	2,500	To anticipate facility online in FY 2023
Dog Park										
Miscellaneous Repairs		\$	-	\$	-	\$	-	\$	1,000	To anticipate facility online in FY 2023
Outdoor Sport Courts										
Miscellaneous Repairs		\$	1,000	\$	-	\$	-	\$	2,000	To anticipate facility online in FY 2023
Contingencies		\$	-	\$	-	\$	2,000	\$	1,455	
Sub-T	otal:	\$	9,000	\$	1,350	\$	21,300	\$	36,555	-
Reserves										-
Operational Reserve (Future Years)		\$	-	\$	-	\$	-	\$	30,000	
Other Financing Uses										
Note Payable - TM to Fund FY 2022 Operations		\$	-	\$	-	\$	-	\$	-	This is to repay the anticipated Expenses over Revenue
Other Fees and Charges										

#### General Fund - Budget Fiscal Year 2023

Description	Fi	MENDED scal Year 22 Budget	Actual at L/31/2022	nticipated Year End 9/30/2022	Fis	cal Year 2023 Budget	Description
Discounts, Tax Collector Fee and Property Appraiser Fee	\$	24,577	\$ -	\$ -	\$	92,399	
Total Appropriations	\$	578,696	\$ 66,448	\$ 615,880	\$	767,394	- -
Fund Balances:							
Change from Current Year Operations	\$	(3,023)	\$ 276,108	\$ -	\$	240,208	Estimated Note Required Funds \$240,208
Fund Balance - Beginning							
Restricted for Future Operations	\$	-	\$ -	\$ -	\$	30,000	
Unassigned	\$	78,230	\$ 78,230	\$ 78,230	\$	78,230	_
Total Fund Balance	\$	75,207	\$ 354,338	\$ 78,230	\$	108,230	- -

<b>Assessment Rate</b>					Y 2023
Product Type	FY 2022 Rate	EAU Factor	# of Units	Total EAU	Rate
Single Family 30' - 39'	\$520.39	0.80	136	108.80	\$ 857.54
Single Family 40' - 49'	\$552.90	0.85	152	129.20	\$ 911.14
Single Family 50' - 59'	\$585.43	0.90	241	216.90	\$ 964.74
Single Family 60' - 69'	\$650.48	1.00	147	147.00	\$ 1,071.93
Single Family 70' - 79'	\$715.53	1.10	38	41.80	\$ 1,179.12
Single Family 90' & up	\$780.58	1.20	24	28.80	\$ 1,286.32
Workforce - Family	\$455.34	0.70	62	43.40	\$ 750.35

## Debt Service Fund - Series 2019 Bonds - Budget Fiscal Year 2023

					P	ппистратеи					
		Fiscal Year		Actual at		Year End	Fiscal Year				
Description	20	022 Budget	0	1/31/2022	0	9/30/2022	20	23 Budget			
Revenues and Other Sources											
Carryforward	\$	-	\$	-	\$	-	\$	-			
Interest Income											
Revenue Account	\$	-	\$	4	\$	8	\$	-			
Reserve Account	\$	-	\$	8	\$	16	\$	-			
Interest Account	\$	-	\$	-	\$	-	\$	-			
Prepayment Account	\$	-			\$	-	\$	-			
Capitalized Interest Account	\$	-	\$	-	\$	-					
Special Assessment Revenue											
Special Assessment - On-Roll	\$	1,021,209	\$	931,360	\$	1,021,209	\$	1,021,209			
Special Assessment - Off-Roll	\$	-	\$	-	\$	-					
Special Assessment - Prepayment	\$	-	\$	-	\$	-					
Debt Proceeds											
Series 2019 Issuance Proceeds	\$	-	\$	-	\$	-	\$	-			
<b>Total Revenue &amp; Other Sources</b>	\$	1,021,209	\$	931,371	\$	1,021,233	\$	1,021,209			
Expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory	\$	325,000	\$	-	\$	325,000	\$	335,000			
Principal Debt Service - Early Redemptions	-	-	\$	-	\$	-					
Interest Expense	\$	631,410	\$	315,705	\$	631,410	\$	621,660			
Other Fees and Charges	\$	-									
Discounts for Early Payment	\$	66,812	\$	-	\$	66,812	\$	66,812			
Total Expenditures and Other Uses	\$	1,023,222	\$	315,705	\$	1,023,222	\$	1,023,472			
//-											
Net Increase/(Decrease) in Fund Balance	\$	-	\$	615,666	\$	(1,989)	\$	(2,263)			
Fund Balance - Beginning	\$	830,309	\$	830,309	\$	830,309	\$	828,320			
Fund Balance - Ending	\$	984,675	\$	1,445,975	\$	828,320	\$	826,057			
Restricted Fund Balance:											
Reserve Account Requirement					\$	476,850					
Restricted for November 1, 2023 Interest P	Restricted for November 1, 2023 Interest Payment										
Total - Restricted Fund Balance:					\$	782,655					

Product Type	Number of Units	FY	2022 Rate		F	Y	2023 Rate
Single Family 30' - 39'	136	\$	1,214.82		Ş	\$	1,214.82
Single Family 40' - 49'	152	\$	1,290.74		Ç	\$	1,290.74
Single Family 50' - 59'	241	\$	1,366.67		Ş	\$	1,366.67
Single Family 60' - 69'	147	\$	1,518.52		Ç	\$	1,518.52
Single Family 70' - 79'	38	\$	1,670.37		Ş	\$	1,670.37
Single Family 90' & up	24	\$	1,822.23		Ş	\$	1,822.23
Workforce - Family	62		The	e are no Debt Assessr	nents on this Product	t	

Total: 800

#### **Debt Service Fund - Series 2019 Bonds**

	Principal			Coupon			An	nual Debt		Par
Description	Prepayments		Principal	Rate		Interest		Service	0	utstanding
Par Amount Issued:		\$	16,735,000	Varies						
5/1/2020					\$	233,201.83				
11/1/2020					\$	320,430.00	\$	553,632	\$	16,735,000
5/1/2021		\$	315,000	3.00%	\$	320,430.00		054.405		16 100 000
11/1/2021		۲	225 000	2.000/	\$	315,705.00	\$	951,135	Ş	16,420,000
5/1/2022 11/1/2022		\$	325,000	3.00%	\$ \$	315,705.00 310,830.00	\$	951,535	ċ	16,095,000
5/1/2023		\$	335,000	3.00%	\$	310,830.00	ڔ	331,333	ڔ	10,093,000
11/1/2023		Y	333,000	3.0070	\$	305,805.00	\$	951,635	Ś	15,760,000
5/1/2024		\$	345,000	3.00%	\$	305,805.00	•	,	•	.,,
11/1/2024		•	,		\$	300,630.00	\$	951,435	\$	15,415,000
5/1/2025		\$	355,000	3.00%	\$	300,630.00				
11/1/2025					\$	295,305.00	\$	950,935	\$	15,060,000
5/1/2026		\$	365,000	3.40%	\$	295,305.00				
11/1/2026					\$	289,100.00	\$	949,405	\$	14,695,000
5/1/2027		\$	380,000	3.40%	\$	289,100.00		054.740		
11/1/2027		۲	205 000	2.400/	\$	282,640.00	\$	951,740	\$	14,315,000
5/1/2028 11/1/2028		\$	395,000	3.40%	\$ \$	282,640.00 275,925.00	\$	953,565	ċ	13,920,000
5/1/2029		\$	405,000	3.40%	\$	275,925.00	ڔ	333,303	ڔ	13,920,000
11/1/2029		ڔ	403,000	3.40%	\$	269,040.00	\$	949,965	ς	13,515,000
5/1/2030		\$	420,000	3.40%	\$	269,040.00	7	3 13,303	Y	13,313,000
11/1/2030		•	.,		\$	261,900.00	\$	950,940	\$	13,095,000
5/1/2031		\$	435,000	4.00%	\$	261,900.00				
11/1/2031					\$	253,200.00	\$	950,100	\$	12,660,000
5/1/2032		\$	455,000	4.00%	\$	253,200.00				
11/1/2032					\$	244,100.00	\$	952,300	\$	12,205,000
5/1/2033		\$	475,000	4.00%	\$	244,100.00		050 700		44 700 000
11/1/2033		,	400.000	4.000/	\$	234,600.00	\$	953,700	\$	11,730,000
5/1/2034 11/1/2034		\$	490,000	4.00%	\$ \$	234,600.00 224,800.00	\$	949,400	ċ	11,240,000
5/1/2035		\$	510,000	4.00%	۶ \$	224,800.00	Ş	949,400	Ş	11,240,000
11/1/2035		Ų	310,000	4.0070	\$	214,600.00	\$	949,400	\$	10,730,000
5/1/2036		\$	535,000	4.00%	\$	214,600.00	т.	,	т	
11/1/2036					\$	203,900.00	\$	953,500	\$	10,195,000
5/1/2037		\$	555,000	4.00%	\$	203,900.00				
11/1/2037					\$	192,800.00	\$	951,700	\$	9,640,000
5/1/2038		\$	575,000	4.00%	\$	192,800.00				
11/1/2038		,	500.000	4.000/	\$	181,300.00	\$	949,100	\$	9,065,000
5/1/2039 11/1/2030		\$	600,000	4.00%	\$	181,300.00	۲	050 600	Ļ	9.465.000
11/1/2039 5/1/2040		\$	625,000	4.00%	\$ \$	169,300.00 169,300.00	\$	950,600	\$	8,465,000
11/1/2040		Ų	023,000	4.0070	\$	156,800.00	\$	951,100	\$	7,840,000
5/1/2041		\$	650,000	4.00%	\$	156,800.00	7	332,233	τ.	,,0.10,000
11/1/2041		•	,		\$	143,800.00	\$	950,600	\$	7,190,000
5/1/2042		\$	675,000	4.00%	\$	143,800.00				
11/1/2042					\$	130,300.00	\$	949,100	\$	6,515,000
5/1/2043		\$	705,000	4.00%	\$	130,300.00				
11/1/2043		,	725 000	4.0007	\$	116,200.00	\$	951,500	\$	5,810,000
5/1/2044 11/1/2044		\$	735,000	4.00%	\$	116,200.00	Ļ	052.700	۲.	5,075,000
11/1/2044 5/1/2045		\$	765,000	4.00%	\$ \$	101,500.00 101,500.00	\$	952,700	\$	5,075,000
J) 1/ 207J		ڔ	, 05,000	¬.∪∪/0	ڔ	101,300.00				

#### **Debt Service Fund - Series 2019 Bonds**

Description	Principal Prepayments	Principal	Coupon Rate	Interest		nnual Debt Service	0	Par utstanding
11/1/2045	• •			\$ 86,200.00	\$	952,700	\$	4,310,000
5/1/2046		\$ 795,000	4.00%	\$ 86,200.00	•	,	·	, ,
11/1/2046				\$ 70,300.00	\$	951,500	\$	3,515,000
5/1/2047		\$ 825,000	4.00%	\$ 70,300.00				
11/1/2047				\$ 53,800.00	\$	949,100	\$	2,690,000
5/1/2048		\$ 860,000	4.00%	\$ 53,800.00				
11/1/2048				\$ 36,600.00	\$	950,400	\$	1,830,000
5/1/2049		\$ 895,000	4.00%	\$ 36,600.00				
11/1/2049				\$ 18,700.00	\$	950,300	\$	935,000
5/1/2050		\$ 935,000	4.00%	\$ 18,700.00			а	

#### **RESOLUTION 2022-5**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ASSIGNMENT OF THE ENGINEERING SERVICES AGREEMENT FROM WALDROP ENGINEERING, INC., TO ATWELL, LLC; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE ASSIGNMENT; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

#### **RECITALS**

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

**WHEREAS**, the Board of Supervisors of the District ("**Board**") has previously entered into that certain *Engineering Services Agreement*, effective as of May 1, 2019 ("Agreement") between the District and Waldrop Engineering, Inc., attached hereto as **Exhibit A**;

WHEREAS, due to a recent corporate merger effective as of January 1, 2022, Waldrop Engineering, Inc., is now known as Atwell, LLC; and

WHEREAS, the District desires to accept the assignment of the Agreement from Waldrop Engineering, Inc., to Atwell, LLC, for the specific scope of services, attached hereto as Exhibit B, and approve the form of the Assignment of Agreement ("Assignment") between the District and Atwell, LLC, attached hereto as Exhibit C; and

**WHEREAS,** the District desires to authorize the Chairperson, in connection with the recommendation of District Staff, to finalize, and execute the Assignment on the District's behalf.

# NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

- **1. FINDINGS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. APPROVAL OF ASSIGNMENT.** The Assignment, attached hereto as **Exhibit C**, is hereby approved in substantial form, subject to any further revisions that may be made by the District's Chairperson, in consultation with District Staff.
- **3. EXECUTION OF ASSIGNMENT.** The Chairperson is authorized to execute the Patrial Assignment at a time to be determined by the Chairperson, in consultation with District Staff.
- **4. CONFLICTS.** If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.
- **5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

#### **RESOLUTION 2022-5**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ASSIGNMENT OF THE ENGINEERING SERVICES AGREEMENT FROM WALDROP ENGINEERING, INC., TO ATWELL, LLC; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE ASSIGNMENT; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of April 2022.

WITNESS:		LT RANCH COMMUNITY DEVELOP	MENT DISTRICT
James P. Wa	ard, Secretary	John Wollard, Chairperson	
Exhibit A:	Engineering Services Agreemen	t .	
Exhibit B:	Scope of Services		
Exhibit C:	Assignment of Engineering Serv	ices Agreement	

#### Exhibit A:

Engineering Services Agreement

THIS AGREEMENT (this "Agreement") is made and entered into as of this 1<sup>st</sup> day of May 2019 by and between LT RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida ("District") and WALDROP ENGINEERING, INC., a Florida corporation ("Engineer").

**WHEREAS**, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

WHEREAS, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

**WHEREAS**, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

#### **ARTICLE 1. SCOPE OF SERVICES**

- **A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:
  - 1. Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
  - 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
  - **3.** Performance of any other duties related to the provision of infrastructure and services.
- **B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District...

- **C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:
  - 1. Periodic visits to the site, or full time services, as directed by the District; and
  - 2. Processing of contractors' pay estimates; and
  - **3.** Final inspection and requested certificates for construction including the final certification of construction; and
  - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
  - **5.** Any other activity related to construction as authorized by the District.
  - **6.** Land surveying;
  - **7.** Topographic surveying;
  - **8.** Staking and layout work for construction;
  - **9.** Tests of material and underground explorations; and
  - **10.** Aerial photographs.
- **D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.
- **E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.
- **F.** Each project shall utilize standard project management methodology.
- **G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.
- **H.** The District retains the right to obtain other engineering services.
- I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

#### **ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE**

- **A.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.
- B. Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

#### **ARTICLE 3. COMPENSATION**

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

**Lump Sum Amount.** For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

**Hourly Personnel Rates.** For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

#### **ARTICLE 4. REIMBURSABLE EXPENSES**

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- **A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- **B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

#### **ARTICLE 5. SPECIAL CONSULTANTS**

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer..

#### **ARTICLE 6. BILLING AND ACCOUNTING RECORDS**

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the

District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

#### **ARTICLE 7. OWNERSHIP OF PLANS**

All plans produced by the Engineer shall immediately become property of the District.

#### **ARTICLE 8. REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

#### **ARTICLE 9. ESTIMATE OF COST**

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

#### **ARTICLE 10. INSURANCE**

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory				
General Liability					
<ul> <li>Bodily Injury (including Contractual)</li> </ul>	\$1,000,000/\$2,000,000				
<ul> <li>Property Damage (including</li> </ul>	\$1,000,000/\$2,000,000				
Contractual)					
Automobile Liability (if Applicable)					
Bodily Injury	\$1,000,000/\$1,000,000				
Property Damage	\$1,000,000				
Professional Liability for Errors and	\$1,000,000/\$3,000,000				
Omissions					

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) days notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

#### **ARTICLE 11. CONTINGENT FEE**

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

#### **ARTICLE 12. AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

#### ARTICLE 13. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14. PUBLIC RECORDS**

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

#### **ARTICLE 15. EMPLOYMENT VERIFICATION**

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

#### ARTICLE 16. CONTROLLING LAW

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Lee County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida.

#### **ARTICLE 17. ASSIGNMENT AND AMENDMENT**

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

#### **ARTICLE 18. TERMINATION**

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives-notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

#### ARTICLE 19. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

#### ARTICLE 20. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if 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 Engineer agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in

the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

#### **ARTICLE 21. NOTICES**

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER: Waldrop Engineering, Inc.

28100 Bonita Grande Drive, Suite 305

Bonita Springs, Florida 34135

Attention: Mr. Ronald Waldrop, President

IF TO DISTRICT: LT RANCH Community Development District

2900 NE 12<sup>th</sup> Terrace, Suite 1 Oakland Park, Florida 33334

Phone: 954-658-4900

E-Mail: JimWard@JimWardAssociates.com

Fax: Not Applicable

Attention: Mr. James P. Ward

WITH A COPY TO: Hopping Green & Sams, P.A.

119 South Monroe Street Tallahassee, Florida 32301 Phone: 850-222-7500

Attention: Mr. Jere Earlywine

#### **ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE**

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

#### **ARTICLE 22. SEVERABILITY**

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

#### **ARTICLE 23. ACCEPTANCE**

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

{Signatures appear on the following page}

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

	DISTRICT:
Attest:  IPWand  James P. Ward, Secretary	LT RANCH COMMUNITY DEVELOPMENT DISTRICT  By:  John Wollard, Chairman  ENGINEER:
	WALDROP ENGINEERING, INC., a Florida corporation  By: Ronald Waldrop, President

#### **SCHEDULE A**

## WALDROP ENGINEERING STANDARD RATE CODE

CLASSIFICATION	CODE	RATE
PROFESSIONAL CONSULTANT		
Professional Consultant I	PCI	\$95/hr
Professional Consultant II	PCII	\$100/hr
Professional Consultant III	PCIII	\$105/hr
Professional Consultant IV	PCIV	\$110/hr
Professional Consultant V	PCV	\$115/hr
Professional Consultant VI	PCVI	\$120/hr
Professional Consultant VII	PCVII	\$125/hr
Professional Consultant VIII	PCVIII	\$130/hr
Professional Consultant IX	PCIX	\$135/hr
Professional Consultant X	PCX	\$140/hr
Professional Consultant XI	PCXI	\$145/hr
Professional Consultant XII	PCXII	\$150/hr
Professional Consultant XIII	PCXIII	\$155/hr
Professional Consultant XIV	PCXIV	\$160/hr
Professional Consultant XV	PCXV	\$165/hr
Professional Consultant XVI	PCXVI	\$170/hr
Professional Consultant XVII	PCXVII	\$175 hr
Professional Consultant XVIII	PCXVIII	\$180/hr
Professional Consultant XIX	PCXIX	\$185 hr
Professional Consultant XX	PCXX	\$190/hr
Professional Consultant XXI	PCXXI	\$195 hr
Professional Consultant XXII	PCXXII	\$200 hr
EXPERT CONSULTANT		
Expert Consultant I	ECI	\$125/hr
Expert Consultant II	ECII	\$150/hr
Expert Consultant III	ECIII	\$175/hr
Expert Consultant IV	ECIV	\$200/hr
Expert Consultant V	ECV	\$225/hr
ADMINISTRATIVE		
Administrative Assistant I	AAI	\$70/hr
Administrative Assistant II	AAII	\$80/hr
Administrative Assistant III	AAIII	\$90/hr
Administrative Assistant IV	AAIV	\$100/hr
Administrative Assistant V	AAV	\$110/hr
Administrative Assistant VI	AAVI	\$120/hr
REIMBURSABLE EXPENSES		
Reimbursable expenses will be charged at cost.		

### **ENGINEERING SERVICES AGREEMENT**

## **SCHEDULE A**

## WALDROP ENGINEERING STANDARD RATE CODE

CLASSIFICATION	CODE	RATE
PROFESSIONAL CONSULTANT		
Professional Consultant I	PCI	\$95/hr
Professional Consultant II	PCII	\$100/hr
Professional Consultant III	PCIII	\$105/hr
Professional Consultant IV	PCIV	\$110/hr
Professional Consultant V	PCV	\$115/hr
Professional Consultant VI	PCVI	\$120/hr
Professional Consultant VII	PCVII	\$125/hr
Professional Consultant VIII	PCVIII	\$130/hr
Professional Consultant IX	PCIX	\$135/hr
Professional Consultant X	PCX	\$140/hr
Professional Consultant XI	PCXI	\$145/hr
Professional Consultant XII	PCXII	\$150/hr
Professional Consultant XIII	PCXIII	\$155/hr
Professional Consultant XIV	PCXIV	\$160/hr
Professional Consultant XV	PCXV	\$165/hr
Professional Consultant XVI	PCXVI	\$170/hr
Professional Consultant XVII	PCXVII	\$175 hr
Professional Consultant XVIII	PCXVIII	\$180/hr
Professional Consultant XIX	PCXIX	\$185 hr
Professional Consultant XX	PCXX	\$190/hr
Professional Consultant XXI	PCXXI	\$195 hr
Professional Consultant XXII	PCXXII	\$200 hr
EXPERT CONSULTANT		
Expert Consultant I	ECI	\$125/hr
Expert Consultant II	ECII	\$150/hr
Expert Consultant III	ECIII	\$175/hr
Expert Consultant IV	ECIV	\$200/hr
Expert Consultant V	ECV	\$225/hr
ADMINISTRATIVE		
Administrative Assistant I	AAI	\$70/hr
Administrative Assistant II	AAII	\$80/hr
Administrative Assistant III	AAIII	\$90/hr
Administrative Assistant IV	AAIV	\$100/hr
Administrative Assistant V	AAV	\$110/hr
Administrative Assistant VI	AAVI	\$120/hr
DEIMDLIDGADI E EVDENGEG		
REIMBURSABLE EXPENSES		
Reimbursable expenses will be charged		
at cost.		

### **Exhibit B:**

**Scope of Services** 

### **ATWELL, LLC - ENGINEERING SERVICES**

### ARTICLE 1. SCOPE OF SERVICES

- **A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:
  - Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
  - 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
  - **3.** Performance of any other duties related to the provision of infrastructure and services,.
- **B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District...
- **C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:
  - Periodic visits to the site, or full time services, as directed by the District; and
  - 2. Processing of contractors' pay estimates; and
  - **3.** Final inspection and requested certificates for construction including the final certification of construction; and
  - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
  - Any other activity related to construction as authorized by the District.
  - Land surveying;
  - Topographic surveying;
  - Staking and layout work for construction;
  - Tests of material and underground explorations; and
  - Aerial photographs.

- **D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.
- **E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.
- **F.** Each project shall utilize standard project management methodology.
- **G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.
- **H.** The District retains the right to obtain other engineering services.
- I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

### **Exhibit C:**

Assignment of Engineering Services Agreement



CONSULTING, ENGINEERING, CONSTRUCTION.

### **ASSSIGNMENT OF ENGINEERING SERVICES AGREEMENT**

April 13, 2022

LT Ranch Community Development District c/o JPWard & Associates, LLC 2301 Northeast 37<sup>th</sup> Street Fort Lauderdale, Florida 33308

**RE: LT Ranch Community Development District** 

To Whom It May Concern,

www.atwell-group.com

Due to a recent corporate merger that became official on January 1, 2022, the LT Ranch Community Development's ("District") District Engineer, Waldrop Engineering, LLC, is now known as Atwell, LLC. As such, all future correspondence shall reference Atwell, LLC as the District Engineer. Please allow this letter to memorialize the assignment of the existing contract, specifically for the Scope of Services attached hereto as **Exhibit A**, between the District and Waldrop Engineering, LLC, including all rights and obligations thereunder, to Atwell, LLC. Additionally, standard rates shall conform to the attached 2022 fee schedule. Also, please find the attached updated insurance certificate naming the District as an additional insured.

Respectfully,	AGREED TO BY:
ATWELL, LLC	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
By:, Team Leader	By: Authorized Representative
Date:	Date:
2600 Maitland Center Pkwy Suite 262	Orlando El 32751 Tel: 407 775 650

### **RESOLUTION 2022-6**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN SKYE RANCH NEIGHBORHOOD FOUR NORTH (PHASES 1 & 2) UTILITIES AND CONVEYANCE OF SKYE RANCH NEIGHBORHOOD FOUR NORTH (PHASES 1 & 2) UTILITIES TO SARASOTA COUNTY, FLORIDA; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

#### **RECITALS**

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

**WHEREAS,** the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District and specifically relating to the area known as Skye Ranch Neighborhood Four North, which plan is detailed in the *Master Engineer's Report*, dated April 2019, as revised November 6, 2019, and as supplemented by 2019 Project Supplement to the "Master Engineer's Report, dated April 2019, as revised November 6, 2019," dated December 11, 2019 (together, "Capital Improvement Program"); and

WHEREAS, the District has authorized an *Acquisition Agreement* dated October 1, 2019 and the *First Amendment to the Acquisition Agreement* dated December 20, 2019, with Taylor Morrison of Florida, Inc. ("Developer") which sets forth the process by which the District may acquire the improvements comprising the Capital Improvement Program; and

WHEREAS, the Developer has advanced, funded, commenced and completed certain utilities located within the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq. ("Utilities"); and

WHEREAS, the District desires to confirm and approve all actions of the District Chairman and District Staff regarding the acquisition of the Utilities and subsequent conveyance of the Utilities to the County.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The acquisition of the Utilities, the execution of documents relating to such acquisition of the Utilities, the conveyance of the Utilities to the County, and all actions taken in the furtherance of the acquisition and conveyance of the Utilities, are hereby declared and affirmed as being in the best interests of the District and are hereby approved and confirmed by the Board.

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

### **RESOLUTION 2022-6**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN SKYE RANCH NEIGHBORHOOD FOUR NORTH (PHASES 1 & 2) UTILITIES AND CONVEYANCE OF SKYE RANCH NEIGHBORHOOD FOUR NORTH (PHASES 1 & 2) UTILITIES TO SARASOTA COUNTY, FLORIDA; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

PASSED AND ADOPTED this 22<sup>nd</sup> day of April 2022.

ATTEST:	LT RANCH COMMUNITY DEVELOPMENT DISTRICT	
James P. Ward, Secretary	John Wollard, Chairperson	

**Exhibit A:** LT Ranch Neighborhood Four North (Phases 1 & 2) Utilities Acquisition Package

### Exhibit A:

LT Ranch Neighborhood Four North (Phases 1 & 2) Utilities Acquisition Package

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT

JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308

TO: Jim Ward

**FROM:** Jere Earlywine and Katie Ibarra

**RE:** Summary of Acquisition of Neighborhood Four Utilities

**DATE**: April 6, 2022

\_\_\_\_\_

At this time, the LT Ranch Community Development District ("District") is acquiring certain utilities improvements and work product ("Acquired Improvements" or "Acquired Work Product") located in Neighborhood Four from the Developer pursuant to the Acquisition Agreement dated October 1, 2019 and the First Amendment to the Acquisition Agreement dated December 20, 2019. Upon acquisition, the District will convey the Acquired Utilities by Bill of Sale to Sarasota County for ownership, operation and maintenance. Here are the Acquired Improvements and Acquired Work Product being funded:

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00	\$0.00
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
Work Product	\$298,330.05	\$279,937.27	\$18,392.78
TOTAL:	\$2,089,424.40	\$2,071,031.62	\$18,392.78

- Real estate rights for the conveyance exist by virtue of platted utility easements in favor of the County.
- Note that the \$1,791,094.35 worth of Acquired Improvements was constructed by Ripa & Associates, LLC, pursuant to a contract with the Developer, but the Acquired Improvements are only a portion of a larger contract which involves additional improvements within and without the District's boundaries. Similarly, that the \$298,330.05 of Acquired Work Product were prepared by Waldrop Engineering, P.A., pursuant to a contract with the Developer. Of this amount, \$279,937.27 will be paid immediately and the balance of \$18,392.78 will be paid upon proof of payment by the Developer.
- The District Engineer has identified and certified that the District is paying the correct amount for the Acquired Improvements and Acquired Work Product.

# SKYE RANCHNEIGHBORHOOD 4 NORTH PHASES 1 & 2 FINAL COST BREAKDOWN

9/22/2021

	SUMMARY	
Potable Water	JOHNAKI	\$446,432.00
Wastewater		\$973,280.00
Reuse		\$371,382.35
	Construction Cost =	\$1,791,094.35

Date:

### Notes:

- This OPC is based on the engineer's understanding of the current rules, regulations, ordinances, and construction costs in effect on the date of this document. Interpretations of these construction costs may affect this OPC, and may require adjustments to delete, decrease, or increase portions of this OPC.
- 2) All costs provided in this OPC are based on recent contract prices, or the engineer's latest known unit costs. These costs cannot be guaranteed at this time due to unpredictable and uncontrollable increases in the cost of concrete, petroleum, or the availability of materials and labor.

Dhilin Drannon D.F.		
Philip Brannon, P.E.		
Date		
Florida License # 87463		

### POTABLE WATER

	Description	Contractor Quantity	Unit	Unit Price	Amount
	SKYE RANCH NEIGHBORHOOD 4 NORTH (PHA	ASES 1 & 2)			
	Phase 1				
W-1	Connect to Existing	1	EA	\$2,500.00	\$2,500.00
W-2	Temporary 4" Jumper	1	EA	\$7,250.00	\$7,250.00
W-3	12" PVC Water Main (C900 DR 18)	1,190	LF	\$33.95	\$40,400.50
W-4	8" PVC Water Main (C900 DR 18)	2,450	LF	\$19.35	\$47,407.50
W-5	6" PVC Water Main (C900 DR 18)	2,430	LF	\$13.10	\$31,833.00
W-6	12" Gate Valve	5	EA	\$2,300.00	\$11,500.00
W-7	8" Gate Valve	5	EA	\$1,300.00	\$6,500.00
W-8	6" Gate Valve	6	EA	\$985.00	\$5,910.00
W-9	Fire Hydrant Assembly	6	EA	\$4,900.00	\$29,400.00
W-10	1" Single Service (Short)	62	EA	\$655.00	\$40,610.00
W-11	1" Single Service (Long)	39	EA	\$775.00	\$30,225.00
W-12	Water service to Lift Station	1	EA	\$1,500.00	\$1,500.00
W-13	Temporary Blowoff Assembly	5	EA	\$1,020.60	\$5,103.00
W-14	Auto Flusher	2	EA	\$8,850.00	\$17,700.00
W-15	Chlorination and Pressure Testing	6,070	LF	\$1.80	\$10,926.00
	-			TOTAL =	\$288,765.00
	Phase 2				
W-16	Connect to Existing Water Main	2	EA	\$2,500.00	\$5,000.00
W-17	Temporary 4" Jumper	1	EA	\$5,300.00	\$5,300.00
W-18	6" PVC Water Main	3480	LF	\$13.10	\$45,588.00
W-19	6" Gate Valve	6	EA	\$985.00	\$5,910.00
W-20	Fire Hydrant Assembly	4	EA	\$4,900.00	\$19,600.00
W-21	1" Single Service (Short)	56	EA	\$655.00	\$36,680.00
W-22	1" Single Service (Long)	43	EA	\$775.00	\$33,325.00
W-23	Chlorination and Pressure Testing	3480	LF	\$1.80	\$6,264.00
	Ç			TOTAL =	\$157,667.00

POTABLE WATER TOTAL = \$446,432.00

### Notes:

1. Fittings and Restrained Joints are to be included in linear foot price for pipe.

## WASTEWATER

	Description	Contractor	Unit	Unit Price	Amount
	Description	Quantity	Oilit	Offic Price	Amount
	SKYE RANCH NEIGHBORHOOD 4 NORTH (PH.	ASES 1 & 2)			
	Phase 1				
WW-1	8" PVC Sanitary Sewer SDR-26 (0-6')	800	LF _	\$15.05	\$12,040.00
WW-2	8" PVC Sanitary Sewer SDR-26 (6-8')	1,125	LF _	\$16.10	\$18,112.50
WW-3	8" PVC Sanitary Sewer SDR-26 (8-10')	630	LF _	\$17.35	\$10,930.50
WW-4	8" PVC Sanitary Sewer SDR-26 (10-12')	430	LF _	\$19.00	\$8,170.00
WW-5	8" PVC Sanitary Sewer SDR-26 (12-14')	300	LF _	\$22.55	\$6,765.00
WW-6	8" PVC Sanitary Sewer SDR-26 (14-16')	240	LF _	\$51.30	\$12,312.00
WW-7	8" PVC Sanitary Sewer SDR-26 (16-18')	325	LF	\$57.25	\$18,606.25
WW-8	Manhole 4' Diameter (0-6')	7	EA	\$2,900.00	\$20,300.00
WW-9	Manhole 4' Diameter (6-8')	5	EA	\$3,350.00	\$16,750.00
WW-10	Manhole 4' Diameter (8-10')	1	EA	\$3,700.00	\$3,700.00
WW-11	Manhole 4' Diameter (16-18')	2	EA	\$6,650.00	\$13,300.00
WW-12	Drop Manhole (12-14')	1	EA	\$15,750.00	\$15,750.00
WW-13	Lined MH @ (16-18')	1	EA	\$16,850.00	\$16,850.00
WW-14	Single Lateral	8	EA	\$645.00	\$5,160.00
WW-15	Double Lateral	47	EA	\$865.00	\$40,655.00
<b>NW-16</b>	Sanitary Sewer Testing	3,850	LF	\$27.90	\$107,415.00
<b>NW-17</b>	Lift Station	1	EA	\$355,000.00	\$355,000.00
<b>NW-18</b>	Connect to existing Force Main	1	EA	\$2,500.00	\$2,500.00
WW-19		1,540	LF	\$18.20	\$28,028.00
WW-20	4" PVC Force Main	1,300	LF	\$11.70	\$15,210.00
WW-21	4" Gate Valve	3	EA	\$885.00	\$2,655.00
WW-22	Temporary Blowoff Assembly	1	EA	\$335.00	\$335.00
WW-23	Demo/Restore Sidewalk	10	LF	\$30.00	\$300.00
WW-24	Pressure Testing	2,855	LF	\$1.45	\$4,139.75
	-			TOTAL =	\$734,984.00
	Phase 2				
WW-25	Connect to Existing Manhole	3	EA	\$8,500.00	\$25,500.00
WW-26	8" PVC Sanitary Sewer SDR-26 (0-6')	1,625	LF	\$15.05	\$24,456.25
<b>NW-27</b>	8" PVC Sanitary Sewer SDR-26 (6-8')	945	LF	\$16.10	\$15,214.50
<b>NW-28</b>	8" PVC Sanitary Sewer SDR-26 (8-10')	315	LF	\$17.35	\$5,465.25
WW-29	8" PVC Sanitary Sewer SDR-26 (10-12')	65	LF	\$19.00	\$1,235.00
WW-30	Manhole 4' Diameter (0-6')	9	EA	\$2,900.00	\$26,100.00
WW-31	Manhole 4' Diameter (6-8')	3	EA	\$3,350.00	\$10,050.00
WW-32	Manhole 4' Diameter (8-10')	1	EA	\$3,700.00	\$3,700.00
WW-33	Single Lateral	8	EA	\$645.00	\$5,160.00
WW-34	Double Lateral	44	EA	\$865.00	\$38,060.00
WW-35		3	EA	\$350.00	\$1,050.00
WW-36	Sanitary Sewer Testing	2,950	LF _	\$27.90	\$82,305.00
	,	,		TOTAL =	\$238,296.00

WASTEWATER TOTAL:	= \$973.280.00
WASIEWAIER IOIAL	- 3975.280.00

## Notes:

1. Fittings and Restrained Joints are to be included in linear foot price for pipe.

D	F	П	١ς	С
ח	. [	IJ	. 7	С

	Description	Contractor Quantity	Unit	Unit Price	Amount
	SKYE RANCH NEIGHBORHOOD 4 NORTH	I PHASES 1 & 2			
	Phase 1				
RW-1	Connect to Existing Reclaimed	1	EA	\$12.50	\$2,500.00
RW-2	12" PVC Reclaimed Main	1,550	LF	\$30.65	\$47,507.50
RW-3	8" PVC Reclaimed Main	1,550	LF	\$19.35	\$29,992.50
RW-4	6" PVC Reclaimed Main	315	LF	\$13.25	\$4,173.75
RW-5	4" PVC Reclaimed Main	3,060	LF -	\$11.70	\$35,802.00
RW-6	12" Gate Valve	2	EA	\$2,300.00	\$4,600.00
RW-7	8" Gate Valve	4	EA	\$1,300.00	\$5,200.00
RW-8	6" Gate Valve	4	EA	\$985.00	\$3,940.00
RW-9	4" Gate Valve	6	EA -	\$820.00	\$4,920.00
RW-10	Single Service Short	26	EA -	\$595.00	\$15,470.00
RW-11	Double Service Short	6	EA -	\$1,100.00	\$6,600.00
RW-12	Single Service Long	8	EA -	\$720.00	\$5,760.00
RW-13	Double Service Long	27	EA	\$1,300.00	\$35,100.00
RW-14	2" Irrigation Service	14	EA	\$1,750.00	\$24,500.00
RW-15	Temporary Blowoff Assembly	5	EA -	\$1,055.37	\$5,276.85
RW-16	Pressure Testing	6,475	LF -	\$1.70	\$11,007.50
	G	,		TOTAL =	\$242,350.10
	Phase 2				
RW-17	Connect to Existing Reclaimed	2	EA	\$2,500.00	\$5,000.00
RW-18	6" PVC Reclaimed Main	3,355	LF	\$13.25	\$44,453.75
RW-19	6" Gate Valve Assembly	4	EA	\$985.00	\$3,940.00
RW-20	Single Service Short	19	EA	\$595.00	\$11,305.00
RW-21	Double Service Short	12	EA	\$1,100.00	\$13,200.00
RW-22	Single Service Long	4	EA	\$720.00	\$2,880.00
RW-23	Double Service Long	26	EA	\$1,300.00	\$33,800.00
RW-24	2" Irrigation Service	5	EA	\$1,750.00	\$8,750.00
		2.255	LF -	\$1.70	\$5,703.50
RW-25	Pressure Testing	3,355	LF	Ş1./U	<i>\$3,703.30</i>

REUSE TOTAL =

\$371,382.35

### Notes:

1. Fittings and Restrained Joints are to be included in linear foot price for pipe.

LT Ranch Community Development District c/o James P. Ward, District Manager JP Ward & Associates, LLC 2301 Northeast 37<sup>th</sup> Street Fort Lauderdale, Florida 33308

RE:

Letter Agreement for Acquisition of Public Infrastructure Improvements & Work Product Skye Ranch Neighborhood Four North Utilities

Dear Jim,

Pursuant to the Acquisition Agreement dated October 1, 2019 and the First Amendment to the Acquisition Agreement dated December 20, 2019 (together, "Acquisition Agreement"), you are hereby notified that Taylor Morrison of Florida, Inc. ("Developer") has completed and wishes to sell ("Sale") to the LT Ranch Community Development District ("District") certain utilities improvements ("Improvements"), and work product ("Work Product") related to what is known as Skye Ranch Neighborhood Four North, and all 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, the District agrees to pay from future bond proceeds the amount of \$2,089,424.40 which represents the actual cost of constructing and/or creating the Improvements<sup>1</sup> and Work Product.
- The Developer agrees, at the direction of the District, to assist with the transfer of any
  permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Sarasota County all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such Improvements to the extent required by Sarasota County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

### [CONTINUED ON FOLLOWING PAGE]

<sup>&</sup>lt;sup>1</sup> As of October 15, 2021, the Developer has paid <u>\$2,071,031.62</u> to the Contractor and Engineer for the Improvements and Work Product. This amount will be immediately processed by requisition and paid to Developer. The District will process the remaining <u>\$18,392.78</u> by requisition and pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

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.

Sincerely,

Agreed to by:

LT RANCH COMMUNITY
DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

TAYLOR MORRISON OF FLORIDA, INC., a Florida

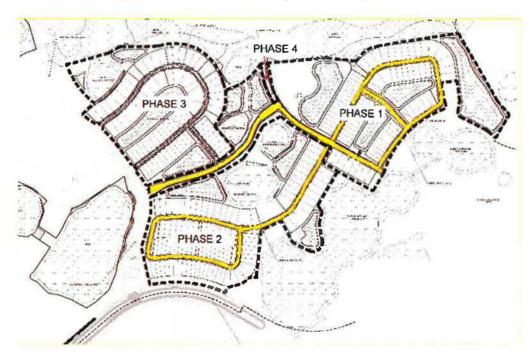
corporation

laple: Jason T Bess

Title: Vice President

## **EXHIBIT A**Description of Improvements & Work Product

**Utilities Improvements** – All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.



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 above-referenced improvements.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00	\$0.00
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
Work Product	\$298,330.05	\$279,937.27	\$18,392.78
TOTAL:	\$2,089,424.40	\$2,071,031.62	\$18,392.78

# CORPORATE DECLARATION AND AGREEMENT [SKYE RANCH NEIGHBORHOOD FOUR NORTH]

	ارا	Jason T. Besse Vice President of Taylor Morrison of , a Florida corporation ("Developer"), do hereby state as follows:
Florida,	Inc.	., a Florida corporation (" <b>Developer</b> "), do hereby state as follows:
	1.	I have personal knowledge of the matters set forth in this Declaration.
	2.	My name is, and I am Vice President of
		the Developer. I have authority to make this Declaration on behalf of Developer.
	3.	Developer is the developer of certain lands within the LT Ranch Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
	4.	The District's <i>Master Engineer's Report</i> , dated April 2019, as revised November 6, 2019, and as supplemented by <i>2019 Project Supplement to the Master Engineer's Report</i> , dated April 2019, as revised November 6, 2019 ("Engineer's Report") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, <i>Florida Statutes</i> .
	5.	Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in <b>Exhibit A</b> . The attached <b>Exhibit A</b> accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
	6.	Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in <b>Exhibit A</b> .

[CONTINUED ON NEXT PAGE]

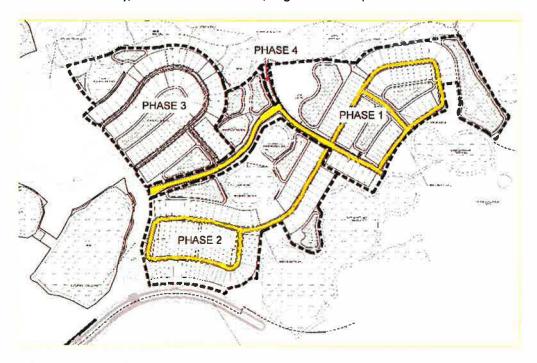
Executed this day of	<u>n ber</u> , 2021.
	TAYLOR MORRISON OF FLORIDA, INC.
	Name: Joson T Besse
	Title: Veestoen
COUNTY OF SALASOTA	
The foregoing instrument was sworn and subscri or □ online no parization this day of Decree	ped to before me by means of Ophysical presence
as of	TAYLOR MORRISON OF FLORIDA, INC., and with
authority to execute the foregoing on behalf of the er	ntit(ies) identified above, and who appeared before
me this day in person, and who is either personally known	own to me, or produced
as identification.	1 Ind El
Notary Public State of Florida Becky E Hopkins (NOTA) SEAM Commission GG 307027	NOTARY PUBLIC, STATE OF FOR 124  Name: PECKy & HOPE NE
S. S. Cabines of Fabruary	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Exhibit A** – Description of Improvements and Work Product

#### **EXHIBIT A**

### Description of Improvements & Work Product

**Utilities Improvements** – All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.



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 above-referenced improvements.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00	\$0.00
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
Work Product	\$298,330.05	\$279,937.27	\$18,392.78
TOTAL:	\$2,089,424.40	\$2,071,031.62	\$18,392.78

# ACKNOWLEDGMENT AND RELEASE (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of February , 202), by Ripa and Associates, LLC, having offices located at 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 ("Contractor"), in favor of the LT Ranch Community Development District ("District"), which is a local unit of special-purpose government situated in Sarasota County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

#### **RECITALS**

WHEREAS, pursuant to that certain agreement ("Contract") dated \_\_\_\_\_\_\_, and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey certain 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:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is in the process of acquiring or has acquired certain 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.
- **SECTION 3.** WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. CERTIFICATE OF PAYMENT.** 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, certain amounts may still be owed to Contractor and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

**SECTION 5. EFFECTIVE DATE.** This Release shall take effect upon execution.

By: TOE PETRE

STATE OF FLORIDA COUNTY OF <u>HILLS BOROLL</u>AH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 300 day of REPA + ASSOC, LLC who appeared before me this day in person, and who is either personally known to me, or produced N9 as identification.

(NOTARY SEAL)

PENNY L. CLARK
Commission # GG 325464
Expires August 18, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

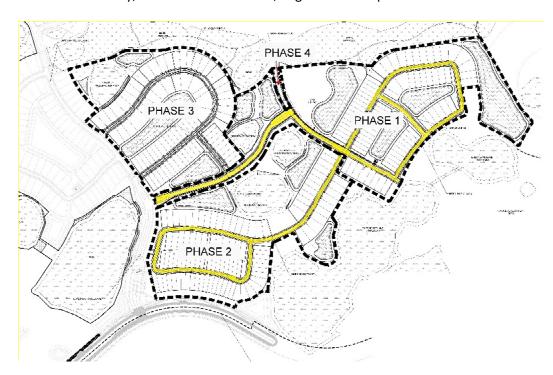
NOTARY PUBLIC, STATE OF FLORIDA

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

### **EXHIBIT A**

### **Description of Improvements**

**Utilities Improvements** – All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.



Description	CDD Eligible	Paid to Date	<b>Balance Owed</b>
	Amount		
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00	\$0.00
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
TOTAL:	\$1,791,094.35	\$1,791,094.35	

# ACKNOWLEDGMENT AND RELEASE (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2019, by Atwell, LLC, having offices located at 28100 Bonita Grande Drive, Suite 305, Bonita Springs, Florida 34135 ("Professional"), in favor of the LT Ranch Community Development District ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at c/o JP Ward and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

#### **RECITALS**

WHEREAS, pursuant to that certain agreement ("Contract") dated \_\_\_\_\_\_\_, as amended, and between Professional and Taylor Morrison of Florida, Inc., a Florida corporation ("Developer"), Professional has created for Developer certain work product, as described in Exhibit A ("Work Product"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; 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, Professional 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 WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.
- 3. **WARRANTY.** Professional 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.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Professional (specifically, \$18,392.78 in balance owed) and Developer agrees to timely make payment for all remaining amounts owed. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

### **ATWELL, LLC**

STATE OF FLORIDA COUNTY OF Sarasota

The foregoin	g instrument	was ackno	wledged befo	ore me b	y m	eans of 🏹	physical preser	ice or 🗌 on	line
notarization.	this (p	dav o	f April.	2021.	bv	Philip	Brannon	,	as
Project	Manager	of	Atwell,	LLC		wh	o appeared bef		day
in person, a	nd who√s e	ither perso	nally known	to me,	or	produced			as
identification						-0.26			

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Printed, Stamped or

Typed as Commissioned)

### **EXHIBIT A**

### **Description of Work Product**

**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 above-referenced improvements.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Work Product	\$298,330.05	\$279,937.27	\$18,392.78

# CONSULTING ENGINEER'S CERTIFICATE (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

April 6, 2021 2022

Board of Supervisors LT Ranch Community Development District

Re:

LT Ranch Community Development District (Sarasota County, Florida)
Acquisition of Improvements & Work Product – Skye Ranch Neighborhood Four North

Ladies and Gentlemen:

The undersigned, a representative of Atwell, LLC ("Consulting Engineer"), as engineer for the LT Ranch Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition of improvements ("Improvements"), and work product ("Work Product") as further described in Exhibit A, and in a "Bill of Sale" dated on or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

- 1. I have inspected the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
- 2. The Improvements and Work Product are within the scope of the *Master Engineer's Report*, dated April 2019, as revised November 6, 2019, and as supplemented by 2019 Project Supplement to the "Master Engineer's Report, dated April 2019, as revised November 6, 2019," dated December 11, 2019, and are therefore part of the District's Capital Improvement Program.
- 3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and/or Work Product, and (ii) the reasonable fair market value of the Improvements and/or Work Product.
- 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.

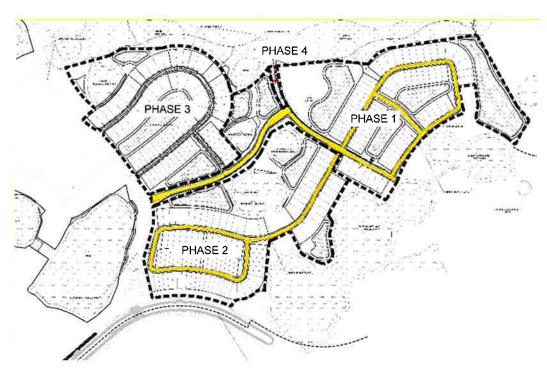
[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements. FURTHER AFFIANT SAYETH NOT. RONALD SCHWIED, P.E. Atwell, LLC Florida Registration No. \_\_65694 Consulting Engineer STATE OF FLORIDA COUNTY OF Sarasota notarization, this by day of April, 2021, by Royald Schwied Project Manager of Atwell, LLC who appeared before me this day in person, and who is either personally known to me, or produced identification. (NOTARY SEAL) (Name of Notary Public, Printed, Stamped or Typed as Commissioned) Notary Public State of Florida esice Fritz

### **EXHIBIT A**

### Description of Improvements & Work Product

**Utilities Improvements** – All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.



**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 above-referenced improvements.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00	\$0.00
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
Work Product	k Product \$298,330.05		\$18,392.78
TOTAL:	\$2,089,424.40	\$2,071,031.62	\$18,392.78

## BILL OF SALE AND LIMITED ASSIGNMENT (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021, by and between Taylor Morrison of Florida, Inc., a Florida corporation, whose address for purposes hereof is 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232 ("Grantor"), and for good and valuable consideration, to it paid by the LT Ranch 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 James P. Ward, District Manager, JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

#### **BACKGROUND STATEMENT**

This instrument is intended to convey certain improvements described below and located within the boundaries of the plat ("Plat") known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.

**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 improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
  - a) All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq. ("Improvements");
  - b) 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 above-referenced improvements; and
  - c) 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; and
  - d) All goodwill associated with the foregoing.
- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements and Work Product are 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 Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

- 3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements or Work Product, 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.
- 4. 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 NEXT PAGE]

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

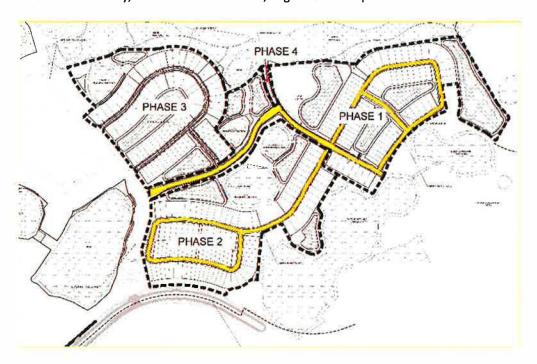
Signed, sealed and delivered by:

WITNESS	TAYLOR MORRISON OF FLORIDA, INC.
By: Sola Kalawarene  By: B-7, Uh	By: Name: Title:  Psession  Psession  Title:
STATE OF FLORIDA COUNTY OF SALACOTA	
	me by means of physical presence or online 2021, by <u>JASON 388588</u> , as of Florida, Inc., who appeared before me this day
in person, and who is either personally known to identification.  Notary Public State of Florida Becky E Hopkins My Commission GG 307027 (NOTARY ALEAL) Expires 02/28/2023	NOTARY PUBLIC, STATE OF FLORIDA  Name:

### **EXHIBIT A**

### **Description of Improvements & Work Product**

**Utilities Improvements** – All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.



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 above-referenced improvements.

Description	CDD Eligible Amount	Paid to Date	Balance Owed
Potable Water	\$446,432.00	\$446,432.00	\$0.00
Wastewater	\$973,280.00	\$973,280.00 \$0.00	
Reuse Water	\$371,382.35	\$371,382.35	\$0.00
Work Product	\$298,330.05	\$279,937.27	\$18,392.78
TOTAL:	\$2,089,424.40	\$2,071,031.62	\$18,392.78

## BILL OF SALE/AFFIDAVIT OF NO LIENS (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

KNOW ALL MEN BY THESE PRESENTS, that the LT RANCH COMMUNITY DEVELOPMENT DISTRICT, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to it paid by the COUNTY OF SARASOTA, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer and deliver unto the COUNTY OF SARASOTA, its successors and assigns, all those certain goods and chattels located in the COUNTY OF SARASOTA, and the State of Florida, more particularly described as follows:

All potable water, wastewater and reuse lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, services, tees, equipment and appurtenances hereto, in each case located within or upon Tract 103 (designated as Constellation Way, Morning Mist Lane, Moonbeam Avenue, Heaven's Run) and Tract Z-3 (Sarasota County Lift Station Easement), identified in the plat known as Skye Ranch Neighborhood Four North, recorded in the Official Records of Sarasota County, Florida at Plat Book 54, Pages 218 et seq.

It is the purpose and intent of the LT RANCH COMMUNITY DEVELOPMENT DISTRICT to convey to the COUNTY OF SARASOTA by this Bill of Sale all property comprising said water supply distribution system and/or wastewater collection system to and within the above described property, together with all of the rights of the LT RANCH COMMUNITY DEVELOPMENT DISTRICT arising out of any and all guarantees, performance bonds, contracts and agreements of the LT RANCH COMMUNITY DEVELOPMENT DISTRICT in connection with said water supply distribution system and/or wastewater collection system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the LT RANCH COMMUNITY DEVELOPMENT DISTRICT, in and to and in connection with the aforesaid water supply distribution system and/or wastewater collection system reserving however, similar non-exclusive easement rights in LT RANCH COMMUNITY DEVELOPMENT DISTRICT for other utility purposes.

TO HAVE AND TO HOLD the same unto the COUNTY OF SARASOTA, its successors and assigns, forever.

AND THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT does for itself and its successors covenant to and with the COUNTY OF SARASOTA, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the COUNTY OF SARASOTA, its successors and assigns, against lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

	OCH COMMUNITY DEVELOPMENT DISTRICT has caused these oper officers and its corporate seal to be affixed, thisday
WITNESS	LT RANCH COMMUNITY DEVELOPMENT
0/	DISTRICT
Name: Marka Kritavicione	Name: Title: Customin
Name: GTIOVANNI DE GISTRO	<del>-</del> : -
STATE OF FLORIDA COUNTY OF Sarasota	
The foregoing instrument was acknowled notarization, this day of Dec.	ged before me by means of physical presence or online 2021, by Sonn Wollow, as Chairperson of LT who appeared before me this day in person, and who is either as identification.
	NOTARY PUBLIC, STATE OF FLORIDA Selaya
(NOTARY SEAL)	Name: Christy Lagh Zelaya (Name of Notary Public, Printed, Stamped or Typed as Commissioned)
CHRISTY LEIGH ZELAYA  Notary Public - State of Fiorida  Commission # HH 135681  My Comm. Expires Jun 19, 2025  Bonded through National Notary Assn.	

## CERTIFICATION OF NO CONTRIBUTIONS (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

This certifies that the LT RANCH COMMUNITY DEVELOPMENT DISTRICT has received no advances or contributions in aid of construction, refundable or non-refundable, from customers or potential customers of the SARASOTA COUNTY UTILITY SYSTEM, or from the owner or owners, past or present, of any lots or tracts being served by the water supply distribution system and/or wastewater collection system facilities to and within that subdivision and lands known and described on or in exhibit "A" attached hereto and made a part hereof or by others for the construction of such facilities; that there are no past, existing or pending agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being served or to be served by such facilities which might adversely affect the operation of the water supply distribution system and/or wastewater collection system which might result in claims that all or some part of the cost of the water supply distribution system and/or wastewater collection system has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at	thisday of
WITNESS	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Name: Arta Kritaviciene  Name: Grovmi De Game	Name: Title: Charan
STATE OF FLORIDA COUNTY OF SOURCESSTER	
notarization, this 16 day of Dec.	ged before me by means of physical presence or online 2021, by Notation, as Chairperson of LT who appeared before me this day in person, and who is either as identification.
	NOTARY PUBLIC STATE OF GLORIDA
(NOTARY SEAL)	Name: Christ I Loran Zelaya (Name of Notary Public, Printed, Stamped or Typed as Commissioned)
CHRISTY LEIGH ZELAYA  Notary Public - State of Florida  Commission # HJ 35544	

My Comm. Expires Jun 19, 2025 Bonded through National Notary Assn.

## WARRANTY AND GUARANTEE (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

Permit No.:	KIH
This document does hereby convey to Sarasota Coun- required per Ordinance Number 2011-044 (Uniform Wa	·
As To District: LT RANCH COMMUNITY DEVELOPMENT	DISTRICT ("District")
The District represents and warrants District extension workmanship that is discovered or arises within a pacceptance of developer's extension by Sarasota Country	eriod of one (1) year following the date of final
	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
	By: Its: Chairman Date:  c/o James P. Ward, District Manager JP Ward & Associates, LLC 2900 Northeast 12 <sup>th</sup> Terrace, Suite 1 Oakland Park, Florida 33334 Phone 954-658-4900
As To Contractor: RIPA AND ASSOCIATES, LLC	
The contractor represents and warrants to and through to for the development from and against any defects in material within a period of one (1) year following the date of accovernment.	aterial and workmanship that is discovered or arises
	RIPA AND ASSOCIATES, LLC
	[SIGNATURE ON FOLLOWING PAGE]
	By:
	Its:
	Date:
	1409 Tech Boulevard, Suite 1
	Tampa, Florida 33619
	Phone:
Data of County Assentance	I Itility Inchestor

#### WARRANTY AND GUARANTEE (SKYE RANCH NEIGHBORHOOD FOUR NORTH)

Permit No.:	<u>ORTH</u>
This document does hereby convey to Sarasota Courequired per Ordinance Number 2011-044 (Uniform V	inty Government the required Contractual Guaranty Vater, Wastewater and Reuse Systems Code).
As To District: LT RANCH COMMUNITY DEVELOPMEN	IT DISTRICT ("District")
	sion from and against any defects in material and period of one (1) year following the date of final nty Government.
	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
	[SIGNATURE ON PRIOR PAGE]
	By: Its: Chairman Date:
	c/o James P. Ward, District Manager JP Ward & Associates, LLC 2900 Northeast 12 <sup>th</sup> Terrace, Suite 1 Oakland Park, Florida 33334 Phone 954-658-4900
As To Contractor: RIPA AND ASSOCIATES, LLC	
The contractor represents and warrants to and through for the development from and against any defects in r within a period of one (1) year following the date of a Government.	material and workmanship that is discovered or arises
	RIPA AND ASSOCIATES, LLC
	By: NOTIN FUNN Its: NICE PRESIDENT Date: 2/23/22 1409 Tech Boulevard, Suite 1 Tampa, Florida 33619 Phone: 813 623 6777
Date of County Acceptance:	Utility Inspector:

#### **RESOLUTION 2022-7**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

#### **RECITALS**

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

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number  1 2	<u>Supervisor</u>	Term Expiration Date
1	John Wollard	2022
2	Christy Zelaya	2022
3	Karen Goldstein	2024
4	Jim Turner	2024
5	Scott Turner	2022

This year, Seat 1, currently held by John Wollard, Seat 2, currently held by Christy Zelaya, and Seat 5, currently held by Scott Turner, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

- 2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 8th day of November 2022, at 1:00 p.m., and located at Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.
- 3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

- 4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 22, 2022, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, c/o JPWard & Associates, LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: <u>JimWard@JPWardAssociates.com</u>.
- 5. **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.
  - 6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 22<sup>nd</sup> DAY OF APRIL 2022.

ATTEST:	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
James P. Ward, Secretary	 John Wollard, Chairperson

#### **EXHIBIT A**

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within LT Ranch Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,003.10 acres, located east of Interstate 75, south of State Road 72, and west of Veteran's Boulevard, in Sarasota County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 8, 2022

TIME: 1:00pm

PLACE: Taylor Morrison

551 Cattlemen Road, Suite 200,

Sarasota, Florida, 34232

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o JPWard and Associates, LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 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) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

James P. Ward District Manager

Run Date(s): 10/16/2022 & 10/23/2022

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

## INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF LT RANCH COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: Tuesday, November 8, 2022

TIME: 1:00 PM

LOCATION: Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

#### **LANDOWNER PROXY**

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 8, 2022

KNOW ALL MEN BY THESE PRESENTS, that the under			
herein, hereby constitutes and appoints		("Proxy Holder") for	
behalf of the undersigned, to vote as proxy at the meetir	_		-
Development District to be held at Taylor Morrison 551 Cat			
November 8, 2022, at 1:00 p.m., and at any adjournments the			•
land and/or platted lots owned by the undersigned landowner	_		
personally present, upon any question, proposition, or res	-	_	-
considered at said meeting including, but not limited to, the e		· ·	
Proxy Holder may vote in accordance with his or her discretion	on all matters not kr	nown or determined at th	ne time
of solicitation of this proxy, which may legally be considered a	said meeting.		
Any proxy heretofore given by the undersigned for sai	d meeting is hereby re	evoked. This proxy is to co	ontinue
in full force and effect from the date hereof until the conclusion	on of the landowners	' meeting and any adjour	rnment
or adjournments thereof, but may be revoked at any time by	written notice of su	ch revocation presented	l at the
landowners' meeting prior to the Proxy Holder's exercising the	voting rights conferr	ed herein.	
Printed Name of Legal Owner			
Signature of Legal Owner	Date		
Parcel Description	<u>Acreage</u>	<b>Authorized Votes</b>	
		<del></del>	
<del></del>	<del></del>	<del></del>	
		<del></del>	
[Insert above the street address of each parcel, the legal descri	ntion of each parcel	or the tay identification n	umhar
of each parcel. If more space is needed, identification of par	•		
attachment hereto.]	ceis owned may be in	icorporated by reference	e to an
actaciment nereco.			
Total Number of Authorized Votes:			
Total Number of Authorized Votes:			

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

#### OFFICIAL BALLOT

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA

LANDOWNERS' MEETING - NOVEMBER 8, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election. The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the LT Ranch Community Development District and described as follows: Description Acreage [Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.] or Attach Proxy. \_\_\_\_\_, as Landowner, or as the proxy holder of (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows: SEAT# NAME OF CANDIDATE NUMBER OF VOTES 1 2

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

#### **RESOLUTION 2022-8**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF DISTRICT STAFF RELATED TO THE TRANSFER OF THE ENVIRONMENTAL RESOURCE PERMIT AND ACCEPTANCE OF RESPONSIBILITY FOR THE PERPETUAL OPERATION AND MAINTENANCE OF CERTAIN PORTIONS OF THE STORMWATER MANAGEMENT SYSTEM.

#### **RECITALS**

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

**WHEREAS,** the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

**WHEREAS,** the District's Board of Supervisors ("**Board**") previously granted District staff the authority to execute real and personal property conveyance and dedication documents, plats and other documents related to the development of the District's improvements; and

WHEREAS, the Southwest Florida Water Management District ("SWFWMD") previously issued Environmental Resource Permit No. 13042124.002 ("Permit") for the construction and operation of the water management systems for the community within the District ("LT Ranch SWM System"); and

**WHEREAS**, the District is authorized to perpetually operate and maintain stormwater improvements within its boundaries and desires to perpetually operate and maintain the LT Ranch SWM System in accordance with the Permit; and

WHEREAS, District staff submitted an application for modification of the Permit transferring the operation and maintenance responsibility of the applicable portion of the LT Ranch SWM System to the District attached hereto as Exhibit "A," and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate, and maintain the LT Ranch SWM System such that, upon transfer of all or a portion of the LT Ranch SWM System from the construction to operation phase, the District can assume operation and maintenance responsibility for the applicable portion of the LT Ranch SWM System; and BLI (

WHEREAS, the Board now desires to ratify the actions of District staff in facilitating the abovereferenced transfer of the applicable portion of the operation and maintenance responsibility of the LT Ranch SWM System to the District; and

WHEREAS, as a result of the transfer of the applicable portion of the LT Ranch SWM System to the operation phase, the District ratifies the transfer and accepts responsibility as the perpetual maintenance entity responsible for operating and maintaining the applicable portion of LT Ranch SWM System in accordance with all applicable regulations.

#### **RESOLUTION 2022-8**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF DISTRICT STAFF RELATED TO THE TRANSFER OF THE ENVIRONMENTAL RESOURCE PERMIT AND ACCEPTANCE OF RESPONSIBILITY FOR THE PERPETUAL OPERATION AND MAINTENANCE OF CERTAIN PORTIONS OF THE STORMWATER MANAGEMENT SYSTEM.

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

**SECTION 1. RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

**SECTION 2. RATIFICATION OF DISTRICT STAFF ACTIONS.** The actions of the District staff in facilitating the approval and permitting processes of transferring the operation and maintenance responsibility of the applicable portions of the LT Ranch SWM System to the District are hereby ratified and approved.

**SECTION 3. PERPETUAL OPERATION AND MAINTENANCE OBLIGATION.** The District acknowledges and agrees that, upon transfer of all or a portion of the LT Ranch SWM System from the construction to operation phase, the District will perpetually operate and maintain the applicable portion of the LT Ranch SWM System as described in the Plan.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

PASSED AND ADOPTED THIS 22nd DAY OF APRIL 2022.

ATTEST:	DEVELOPMENT DISTRICT	
James Ward, Secretary	John Wollard, Chairman	

Exhibit A: Request for Transfer of Environmental Resource Permit

#### **Exhibit A**

#### Request for Transfer of Environmental Resource Permit

#### Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.

in the permittee remaining liable for operation and ma	intenance of the permitted activities
Permit No.: 13042124.002 Application No(s	s): 771973
Project Name: Skye Ranch (F.K.A. LT Ranch) Phase (if applica	able): Neighborhood 1- & Roadway "A"
<ul> <li>Request to Transfer: The permittee requests responsible for operation and maintenance (O&amp;M)</li> </ul>	that the permit be transferred to the legal entity
ву:	John Wollard - VP, Land Development
Signature of Permittee Taylor Morison of Florida, Inc.	Name and Title
Compan Name	551 N Cattlemen Rd #200
1-941-371-3008 / jwolland@leylomonison.com	Company Address
Phone/email address	Serasota, FL 34232 City, State, Zip
Agreement for System Operation and Ma legal entity agrees to operate and maintain the way	intenance Responsibility: The below-named
conditions and provisions of Chapter 62-330. Flor	orks or activities in compliance with all permit
Handbook Volumes I and II.	ida Administrative Code (F.A.C.) and Applicant's
The energies and the second	
operation and maintenance entity does not need to operation and maintenance in the issued permit.	sign this form if it is the same entity that was approved for
The state of the s	
Authorization for any proposed modification to the	permitted activities shall be applied for and obtained
prior to conducting such modification.	assisting shall be applied for and obtained
By: IPWant	ITD:// ees
Signature of Representative of O&M Entity	LT Ranch CDD
James P. Ward - District Manager	Name of Entity for O&M 2301 Northeast 37 Street
Name and Title	Address
JimWard@JPWardAssociates.com Email Address	Fort Lauderdale, FL 33308
(954) 658-4900	City, State, Zip
Phone	Date
Footon I am a se	
Enclosed are the following documents, as applicab	ile:
Copy of recorded transfer of title to the operating en management system is located (unless dedicated to	tity for the account
management system is located (unless dedicated to	ov plat)
CODY Of all recorded plate	,
Copy of recorded declaration of covenants and restr	ictions, amendments, and associated exhibits
Copy of filed articles of incorporation (if filed before	1995)
A Completed documentation that the operating e Environmental Resource Permit Applicant's Hand	intity meets the requirements of Section 12.2 of
processing of this request)	12.3 Of
proceeding of this request)	entity meets the requirements of Section 12.3 of book Volume I. (Note: this is optional, but aids in
processing of trias request)	book Volume I. (Note: this is optional, but aids in
(A) (S)	book Volume I. (Note: this is optional, but aids in
orm 62-330.310(2) – Request for Transfer of Environmental Resource	(Note: this is optional, but aids in

Form 62-330.310(2) — Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity incorporated by reference in paragraph 62-330.310(4)(a), F.A.C. (June 1, 2018)



Memorandum

Date: March 1, 2022

To: James P. Ward- District Manager

Through: Bruce Bernard – Field Manager

From: Richard Freeman – Inspector

Subject: L. T. Ranch CDD – February 1, 2021, Report

CGA Project # 20-4050

#### **Lake Maintenance**

Everything is looking good. Lakes are a bit low but no significant problems with shoreline weeds or algae. The freeze earlier in the month knocked back some of the littoral plants, but likely just the leaves and they are expecting to resprout from the roots in the spring.

#### Landscape

During the last week of January, a cold front came through and caused the juvenile plants to get frostbite. A majority of the Lorraine Blvd. received excess damage due to the open pastures. The CDD reached out to the current vendor, Landscape Maintenance Professionals, to provide us with an overview of what can be restored and what is damaged beyond repair requiring replacement. LMP suggested we replace a majority of the plantings. CGA received a second opinion from our in-house

Civil Engineering/Roadway & Highway Design

Coastal Engineering
Code Enforcement

Construction Engineering & Inspection (CEI)

**Construction Services** 

Contract Government Services

Data Technologies & Development

Electrical Engineering
Emergency Management

Engineering

Environmental Services Facilities Management

Geographic Information

Systems (GIS)
Indoor Air Quality

Indoor Air Quality
Land Development

Landscape Architecture

Municipal Engineering

Planning

Redevelopment

Surveying & Mapping

Traffic Engineering
Transportation Planning

Urban Design

Water/Wastewater

Treatment Facilities

Website Development/ Computer Graphics

**GSA Contract Holder** 

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 954.921.7781 phone 954.921.8807 fax

www.cgasolutions.com

FORT LAUDERDALE WEST PALM BEACH PORT ST. LUCIE HOMESTEAD TAMPA / CLEARWATER JACKSONVILLE



Civil Engineering/Roadway & Highway Design Coastal Engineering Code Enforcement Construction Engineering & Inspection (CEĬ) **Construction Services** Contract Government Services Data Technologies & Development **Electrical Engineering Emergency Management** Engineering **Environmental Services** Facilities Management Geographic Information Systems (GIS) Indoor Air Quality Land Development Landscape Architecture Municipal Engineering Planning Redevelopment Surveying & Mapping Traffic Engineering Transportation Planning Urban Design Water/Wastewater Treatment Facilities Website Development/

**GSA Contract Holder** 

Computer Graphics

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 954.921.7781 phone 954.921.8807 fax

www.cgasolutions.com

Arborist who stated while there are some plants that require replacement there are others that can be trimmed back and allow for new growth. With that suggestion the CDD looked for a second opinion provided by Sunny Groves. They had the same plan of action as our Arborist, and we asked them to proceed. Over the first week of February, they trimmed back the dead foliage and replaced several young plantings in the median areas. LMP also helped by trimming all the grass plantings to allow for new growth to come through. Everglades Pine Straw was contacted to replace the straw mulch where the replacement plantings were and to freshen up the boulevard. Cento Sod replaced the damaged grass along the boulevard with new grass. Lastly, LMP was asked to provide the CDD with an addendum to maintain a newly installed park and parking area within the community the pricing was received and the CDD is waiting on confirmation before commencement. Palm River Electric was also contacted to diagnose and identify why the street lighting is not working along Lorraine Blvd. the CDD should have a respond back by the first week in March.

FORT LAUDERDALE WEST PALM BEACH PORT ST. LUCIE HOMESTEAD TAMPA / CLEARWATER JACKSONVILLE



Memorandum

April 1, 2022 Date:

To: James P. Ward- District Manager

Through: Bruce Bernard – Field Manager

Richard Freeman – Inspector From:

Subject: L. T. Ranch CDD – March 1, 2021, Report

CGA Project # 20-4050

Lake Maintenance

& Highway Design Coastal Engineering Code Enforcement **Construction Engineering** 

Civil Engineering/Roadway

& Inspection (CEI)

**Construction Services** Contract Government Services

Data Technologies & Development

**Electrical Engineering Emergency Management** 

Engineering **Environmental Services** 

Facilities Management Geographic Information Systems (GIS)

Indoor Air Quality

Landscape Architecture

Planning

Surveying & Mapping

Transportation Planning

Urban Design

**Treatment Facilities** 

Computer Graphics

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 954.921.7781 phone 954.921.8807 fax

Land Development

Municipal Engineering

Redevelopment

Traffic Engineering

Water/Wastewater

Website Development/

**GSA Contract Holder** 

#### Landscape

of Autumn Breeze.

Landscape Maintenance Professional mowed and hard edged on Lorraine Blvd., March 14th, and 31st. The groundcover beds were weeded on the 4th and 17th of March and irrigation wet checks

The site is looking good. Lake levels are still low, but the onset of

There have been a few algae blooms in serval lakes mainly due of

Taylor Morrison at this time and are still awaiting turnover to the

from the freezes this winter, but plants should be resprouting soon.

The CDD is working on getting a proposal for the lakes to the north

CDD. The Preserves areas are very dry with some dead material

of it. Lakes in Neighborhood 4 North are being maintained for

spring and summer rains will help fill and eventually flush the lakes.

the low stagnant water levels, however Eco Logic has stayed on top

www.cgasolutions.com

**FORT LAUDERDALE** WEST PALM BEACH PORT ST. LUCIE HOMESTEAD TAMPA / CLEARWATER **JACKSONVILLE** 



were performed March 10<sup>th</sup> and 24<sup>th</sup>. Trimming of hedge materials was performed on March 14<sup>th</sup> and 31<sup>st</sup>. Mowing every week will take place the first week in April. Cento Sod replaced the ruts on Lorraine Blvd with 8 pallets of sod.

Civil Engineering/Roadway & Highway Design Coastal Engineering **Code Enforcement** Construction Engineering & Inspection (CEI) **Construction Services Contract Government** Services Data Technologies & Development **Electrical Engineering Emergency Management** Engineering **Environmental Services** Facilities Management Geographic Information Systems (GIS) Indoor Air Quality Land Development Landscape Architecture Municipal Engineering Planning Redevelopment Surveying & Mapping Traffic Engineering Transportation Planning Urban Design Water/Wastewater Treatment Facilities

#### GSA Contract Holder

Website Development/ Computer Graphics

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 954.921.7781 phone 954.921.8807 fax

www.cgasolutions.com

FORT LAUDERDALE WEST PALM BEACH PORT ST. LUCIE HOMESTEAD TAMPA / CLEARWATER JACKSONVILLE

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



### FINANCIAL STATEMENTS - JANUARY 2022

FISCAL YEAR 2022

#### PREPARED BY:

#### JPWard and Associates, LLC

**Community Development District Advisors** 

## LT Ranch Community Development District

#### Table of Contents

Balance Sheet – All Funds	1-2
Statement of Revenue, Expenditures and Changes in Fund Balance	
General Fund	3-5
Debt Service Fund Series 2019	6
Capital Project Fund Series 2019	<i>7</i>

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending January 31, 2022

				G	overnmental Fund	s			
				Dek	ot Service Funds	Сар	ital Project Fund	Account Groups	Totals
								General Long	(Memorandum
		Gene	ral Fund		Series 2019		Series 2019	Term Debt	Only)
Assets									
Cash and Investments									
General Fund - Invested Cash		\$	651,458	\$	-	\$	-	\$ -	\$ 651,458
Debt Service Fund									
Interest Account					-				-
Sinking Account					-				-
Reserve Account					476,850				476,850
Revenue Account					672,005				672,005
Capitalized Interest					-				-
Prepayment Account									-
Construction Account							374		374
Cost of Issuance Account							-		-
Due from Other Funds									
General Fund			-		297,120		-	-	297,120
Debt Service Fund(s)			-		-		-	-	-
Accounts Receivable			-		-		-	-	-
Assessments Receivable			-		-		-	-	-
Amount Available in Debt Service Funds			-		-		-	1,445,975	1,445,975
Amount to be Provided by Debt Service F	unds		-		-		-	14,974,025	14,974,025
	Total Assets	\$	651,458	\$	1,445,975	\$	374	\$ 16,420,000	\$ 18,517,807

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending January 31, 2022

	Governmental Funds									
			Debt Service Funds Capital Project Fund			ital Project Fund	Account Groups		Totals	
	General F	und	s	eries 2019		Series 2019		eneral Long erm Debt	(Me	emorandum Only)
Liabilities										
Accounts Payable & Payroll Liabilities	\$	-	\$	-	\$	-	\$	-	\$	-
Due to Developer		-				307,756				307,756
Due to Other Funds		-								
General Fund		-		-		-		-		-
Debt Service Fund(s)	2	97,120		-		-		-		297,120
Bonds Payable										
Current Portion								\$325,000		325,000
Long Term										
Series 2019								\$16,095,000		16,095,000
Unamortized Prem/Disc on Bds Pybl						\$54,012				54,012
Total Liabilities	\$ 29	97,120	\$	-	\$	361,768	\$	16,420,000	\$	17,078,887
Fund Equity and Other Credits										
Investment in General Fixed Assets		-		-		-		-		-
Fund Balance										
Restricted										
Beginning: October 1, 2021 (Unaudited)		-		830,309		(361,394)		-		468,915
Results from Current Operations		-		615,666		-		-		615,666
Unassigned										
Beginning: October 1, 2021 (Unaudited)		78,230		-		-		-		78,230
Results from Current Operations	2	76,108		-				-		276,108
Total Fund Equity and Other Credits	\$ 3	54,338	\$	1,445,975	\$	(361,394)	\$	-	\$	1,438,919
Total Liabilities, Fund Equity and Other Credits	\$ 6	51,458	\$	1,445,975	\$	374	\$	16,420,000	\$	18,517,807

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

						Total Annual	% of
Description	October	November	December	January	Year to Date	Budget	Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	N/A
Interest	7	*	т	*	**	7	,
Interest - General Checking	_	_	-	-	\$0	_	N/A
Special Assessment Revenue					, -		,
Special Assessments - On-Roll	_	195,919	38,810	107,827	\$342,556	351,095	98%
Special Assessments - Off-Roll	_	, -	,	-	\$0	, -	N/A
Developer Contribution			-		\$0	_	N/A
Intragovernmental Transfer In	_	_	-	-	\$0	_	N/A
Total Revenue and Other Sources:	\$ -	\$ 195,919	\$ 38,810	\$ 107,827	\$342,556	\$ 351,095	N/A
Expenditures and Other Uses							
Executive							
Professional Management	3,333	3,333	3,333	3,333	\$13,333	40,000	33%
Financial and Administrative							
Audit Services	-	-	-	-	\$0	4,200	0%
Accounting Services	1,333	1,333	1,333	1,333	\$5,333	16,000	33%
Assessment Roll Services	1,333	1,333	1,333	1,333	\$5,333	16,000	33%
Arbitrage Rebate Services	-	-	-	-	\$0	500	0%
Other Contractual Services							
Legal Advertising	223	393	-	-	\$616	2,000	31%
Trustee Services		-	-	-	\$0	6,695	0%
Dissemination Agent Services	-	-	-	-	\$0	5,000	0%
Property Appraiser Fees	-	-	-	-	\$0	-	N/A
Bank Service Fees	10	17	21	-	\$48	250	19%
Communications & Freight Services							
Postage, Freight & Messenger	9	-	52	-	\$61	750	8%

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

						Total Annual	% of
Description	October	November	December	January	Year to Date	Budget	Budget
Computer Services - Website Development	-	-	-	-	\$0	2,000	0%
Insurance	5,435	-	-	-	\$5,435	6,000	91%
Printing & Binding		-	194	-	\$194	1,500	13%
Subscription & Memberships	175	-	-	-	\$175	175	100%
Legal Services							
Legal - General Counsel	901	-	-	-	\$901	15,000	6%
Legal - Series 2019 Bonds	-	-	-	-	\$0	-	N/A
Other General Government Services							
Engineering/ Asset Mgmt Services	-	3,724	3,384	-	\$7,108	35,000	20%
NPDES	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	\$0	-	N/A
Other Current Charges	-	-	-	-	\$0	-	N/A
Stormwater Management Services							
Wetland Lake Maintenance						-	N/A
Wetland Preservation Maintenance	-	6,405	6,405	-	\$12,810	58,000	22%
Lake Maintenance	-	1,125	2,250	-	\$3,375	32,000	11%
Detention Area Maintenance	-	-	-	-	\$0	5,000	0%
Path Mowing/Path Shell	-	-	-	-	\$0	-	N/A
Preserve Maintenance	-	925	9,450	-	\$10,375	-	N/A
Creation Preserve Maintenance							
Enhancement Areas	-	-	-	-	\$0	30,000	0%
Littoral Shelf Maintenance	-	-	-	-	\$0	4,500	0%
Ditch Maintance							
Stormwater Inspections/Maintenance	-	-	-	-	\$0	15,500	0%
Fountain Service/Maintenance	-	-	-	-	, \$0	6,500	0%
Roadway Lighting/Maintenance	-	-	-	-	\$0	6,000	0%
, 0 - 0,					7.5	-,	

**Parks and Recreation** 

Amenities Maintenance

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

						Total Annual	% of
Description	October	November	December	January	Year to Date	Budget	Budget
Snack Shack/Maintenance Building	-	-	-	-	\$0	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	-	-	\$0	1,000	0%
Outdoor Sport Courts Maintenance	-	-	-	-	\$0	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	\$0	3,000	0%
Water/Sewer Park	-	-	-	-	\$0	2,000	0%
Landscaping Services							
Professional Services							
Grounds Contract	450	450	450	-	\$1,350	-	N/A
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	\$0	-	N/A
Grounds - Mulch	-	-	-	-	\$0	-	N/A
Replanting Materials/Supplies	-	-	-	-	\$0	-	N/A
Grounds - Community Park Mow	-	-	-	-	\$0	24,000	0%
Irrigation Maintenance & Repair	-	-	-	-	\$0	1,000	0%
Contingencies (5% of Field Operations)	-	-	-	-	\$0	9,525	0%
Reserves							
Operational Reserve (Future Years)	-	-	-	-	\$0	-	N/A
Other Fees and Charges	-	-	-	-	\$0	-	N/A
Discounts/Collection Fees					\$0	-	_
Sub-Total:	13,203	19,039	28,205	6,000	\$66,448	351,095	19%
Total Expenditures and Other Uses:	\$ 13,203	\$ 19,039	\$ 28,205	\$ 6,000	\$66,448	\$ 351,095	_ 19%
Net Increase/ (Decrease) in Fund Balance	(13,203)	176,880	10,605	101,827	\$276,108	-	
Fund Balance - Beginning	78,230	65,027	241,907	252,511	\$78,230		
Fund Balance - Ending	\$ 65,027	\$ 241,907	\$ 252,511	\$ 354,338	\$354,338	\$ -	

## LT Ranch Community Development District Debt Service Fund - Series 2019 Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

Description	(	October	N	ovember	December	January	Y	ear to Date	То	tal Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$	-	\$	-	\$ -	\$ -	\$	-	\$	-	N/A
Interest Income											
Interest Account		-		-	-			-		-	N/A
Sinking Fund Account		-		-	-	-		-		-	N/A
Reserve Account		2		2	2	2		8		-	N/A
Prepayment Account		-		-	-			-		-	N/A
Revenue Account		1		2	0	0		4		-	N/A
Capitalized Interest Account		-		-	-	-		-		-	N/A
Special Assessments - Prepayments											
Special Assessments - On Roll		-		532,676	105,519	293,165		931,360		954,397	98%
Special Assessments - Off Roll		-		-	-			-		-	N/A
Special Assessments - Prepayments		-		-	-			-		-	N/A
Debt Proceeds		-		-	-			-		-	N/A
Intragovernmental Transfer In		-		-	-	-		-		-	N/A
<b>Total Revenue and Other Sources:</b>	\$	3	\$	532,679	\$ 105,521	\$ 293,167	\$	931,371	\$	954,397	N/A
Expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2019		_		-	-	-		-		325,000	0%
Principal Debt Service - Early Redemptions											
Series 2019		-		-	-	-		-		-	N/A
Interest Expense											
Series 2019		_		315,705	-	-		315,705		631,410	50%
Operating Transfers Out (To Other Funds)		_		-	-	-		-		_	N/A
Total Expenditures and Other Uses:	\$	-	\$	315,705	\$ -	\$ -	\$	315,705	\$	956,410	N/A
Net Increase/ (Decrease) in Fund Balance		3		216,974	105,521	293,167		615,666		(2,013)	
Fund Balance - Beginning		830,309		830,312	1,047,287	1,152,808		830,309		-	
Fund Balance - Ending	\$	830,312	\$	1,047,287	\$ 1,152,808	\$ 1,445,975	\$	1,445,975	\$	(2,013)	

#### LT Ranch Community Development District Capital Projects Fund - Series 2019

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

Description	O	ctober	N	ovember	De	cember	January	Υe	ear to Date	al Annual Judget	% of Budget
Revenue and Other Sources							· · · · · · · · · · · · · · · · · · ·				
Carryforward		-		-		-	-		-	\$ -	N/A
Interest Income											
Construction Account		-		-		-	-		-	\$ -	N/A
Cost of Issuance		-		_		-	-		-	\$ -	N/A
Debt Proceeds		-				-	-		-	\$ -	N/A
Developer Contributions		-		-					-	\$ -	N/A
Operating Transfers In (From Other Funds)		-		-		-	-		-	\$ -	N/A
Total Revenue and Other Sources:	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	N/A
Expenditures and Other Uses											
Executive											
Professional Management		-		-		-	-		-	\$ -	N/A
Other Contractual Services											
Trustee Services		-		-		-	-		-	\$ -	N/A
Printing & Binding		-		-		-	-		-	\$ -	N/A
Capital Outlay											
Water-Sewer Combination		-		-		-	-		-	\$ -	N/A
Stormwater Management		-		-		-	-		-	\$ -	N/A
Landscaping		-		-		-	-		-	\$ -	N/A
Roadway Improvement		-		-		-	-		-	\$ -	N/A
Cost of Issuance											
Legal - Series 2019 Bonds		-		-		-	-		-	\$ -	N/A
Underwriter's Discount		-		-		-	-		-	\$ -	N/A
Operating Transfers Out (To Other Funds)						-	-		-	\$ -	N/A
Total Expenditures and Other Uses:	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	
Fund Balance - Beginning	\$	(361,394)	\$	(361,394)	\$	703,572	\$ 703,572	\$	(361,394)	\$ -	
Fund Balance - Ending	\$	(361,394)	\$	(361,394)	\$	703,572	\$ 703,572	\$	(361,394)	\$ -	

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



## FINANCIAL STATEMENTS - FEBRUARY 2022

FISCAL YEAR 2022

#### PREPARED BY:

#### JPWard and Associates, LLC

**Community Development District Advisors** 

## LT Ranch Community Development District

#### Table of Contents

Balance Sheet – All Funds	1-2
Statement of Revenue, Expenditures and Changes in Fund Balance	
General Fund	3-5
Debt Service Fund Series 2019	6
Capital Project Fund Series 2019	<i>7</i>

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending February 28, 2022

				Go	overnmental Fund	s					
				Deb	ot Service Funds	Capi	tal Project Fund	Acc	ount Groups		Totals
								General Long			emorandum
		Gene	ral Fund		Series 2019	:	Series 2019	Te	erm Debt		Only)
Assets											
Cash and Investments											
General Fund - Invested Cash		\$	361,377	\$	-	\$	-	\$	-	\$	361,377
Debt Service Fund											
Interest Account					-						-
Sinking Account					-						-
Reserve Account					476,850						476,850
Revenue Account					969,130						969,130
Capitalized Interest					-						-
Prepayment Account											-
Construction Account							374				374
Cost of Issuance Account							-				-
Due from Other Funds											
General Fund			-		26,862		-		-		26,862
Debt Service Fund(s)			-		-		-		-		-
Accounts Receivable			-		-		-		-		-
Assessments Receivable			-		-		-		-		-
Amount Available in Debt Service Funds			-		-		-		1,472,842		1,472,842
Amount to be Provided by Debt Service F	unds		-		-		-		14,947,158		14,947,158
	Total Assets	\$	361,377	\$	1,472,842	\$	374	\$	16,420,000	\$	18,254,592

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending February 28, 2022

			Go	vernmental Funds	S					
			Debt	t Service Funds	Ca	oital Project Fund	Ac	count Groups		Totals
	Gen	eral Fund		Series 2019		Series 2019		eneral Long Term Debt	(Memorandum Only)	
Liabilities										
Accounts Payable & Payroll Liabilities	\$	-	\$	-	\$	-	\$	-	\$	-
Due to Developer		-				307,756				307,756
Due to Other Funds		-								
General Fund		-		-		-		-		-
Debt Service Fund(s)		26,862		-		-		-		26,862
Bonds Payable										
Current Portion								\$325,000		325,000
Long Term										
Series 2019								\$16,095,000		16,095,000
Unamortized Prem/Disc on Bds Pybl						\$54,012				54,012
Total Liabilities	\$	26,862	\$	-	\$	361,768	\$	16,420,000	\$	16,808,629
Fund Equity and Other Credits										
Investment in General Fixed Assets		-		-		-		-		-
Fund Balance										
Restricted										
Beginning: October 1, 2021 (Audited)		-		830,309		(361,394)		-		468,915
Results from Current Operations		-		642,533		-		-		642,533
Unassigned										
Beginning: October 1, 2021 (Audited)		78,230		-		-		-		78,230
Results from Current Operations		256,285		-				-		256,285
Total Fund Equity and Other Credits	\$	334,515	\$	1,472,842	\$	(361,394)	\$	-	\$	1,445,963
Total Liabilities, Fund Equity and Other Credits	\$	361,377	\$	1,472,842	\$	374	\$	16,420,000	\$	18,254,592

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget	
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	N/A	
Interest									
Interest - General Checking	-	-	-	-	-	\$0	-	N/A	
Special Assessment Revenue									
Special Assessments - On-Roll	-	195,919	38,810	107,827	9,880	\$352,436	351,095	100%	
Special Assessments - Off-Roll	-	-		-	-	\$0	-	N/A	
Developer Contribution			-			\$0	-	N/A	
Intragovernmental Transfer In		-	-	-	-	\$0	-	N/A	
Total Revenue and Other Sources:	\$ -	\$ 195,919	\$ 38,810	\$ 107,827	\$ 9,880	\$352,436	\$ 351,095	N/A	
Expenditures and Other Uses									
Executive									
Professional Management	3,333	3,333	3,333	3,333	3,333	\$16,667	40,000	42%	
Financial and Administrative									
Audit Services	-	-	-	-	4,100	\$4,100	4,200	98%	
Accounting Services	1,333	1,333	1,333	1,333	1,333	\$6,667	16,000	42%	
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	\$6,667	16,000	42%	
Arbitrage Rebate Services	-	-	-	-	-	\$0	500	0%	
Other Contractual Services									
Legal Advertising	223	393	-	-	-	\$616	2,000	31%	
Trustee Services		-	-	-	5,214	\$5,214	6,695	78%	
Dissemination Agent Services	-	-	-	-	-	\$0	5,000	0%	
Property Appraiser Fees	-	-	-	-	-	\$0	-	N/A	
Bank Service Fees	10	17	21	-	-	\$48	250	19%	
Communications & Freight Services									
Postage, Freight & Messenger	9	-	52	-	-	\$61	750	8%	

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

escription	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Computer Services - Website Development	-	-	-	-	-	\$0	2,000	0%
Insurance	5,435	-	-	-	-	\$5,435	6,000	91%
Printing & Binding		-	194	-	-	\$194	1,500	13%
Subscription & Memberships	175	-	-	-	-	\$175	175	100%
Legal Services								
Legal - General Counsel	901	-	-	-	3,237	\$4,138	15,000	28%
Legal - Series 2019 Bonds	-	-	-	-	-	\$0	-	N/A
Other General Government Services								
Engineering/ Asset Mgmt Services	-	3,724	3,384	-	6,318	\$13,427	35,000	38%
NPDES	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	\$0	-	N/A
Other Current Charges	-	-	-	-	-	\$0	-	N/A
Stormwater Management Services								
Wetland Lake Maintenance							-	N/A
Wetland Preservation Maintenance	-	6,405	6,405	-	1,125	\$13,935	58,000	24%
Lake Maintenance	-	1,125	2,250	-	-	\$3,375	32,000	11%
Detention Area Maintenance	-	-	-	-	-	\$0	5,000	0%
Path Mowing/Path Shell	-	-	-	-	-	\$0	-	N/A
Preserve Maintenance	-	925	9,450	-	925	\$11,300	-	N/A
Creation Preserve Maintenance								
Enhancement Areas	-	-	-	-	-	\$0	30,000	0%
Littoral Shelf Maintenance	-	-	-	_	-	\$0	4,500	0%
Ditch Maintance								
Stormwater Inspections/Maintenance	-	-	-	-	-	\$0	15,500	0%
Fountain Service/Maintenance	-	-	_	_	-	\$0	6,500	0%
Roadway Lighting/Maintenance	_	-	_	_	-	\$0	6,000	0%

#### **Parks and Recreation**

Amenities Maintenance

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

							Total Annual	% of
Description	October	November	December	January	February	Year to Date	Budget	Budget
Snack Shack/Maintenance Building	-	-	-	-	-	\$0	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	-	-	-	\$0	1,000	0%
Outdoor Sport Courts Maintenance	-	-	-	-	-	\$0	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	-	\$0	3,000	0%
Water/Sewer Park	-	-	-	-	-	\$0	2,000	0%
Landscaping Services								
Professional Services								
Grounds Contract	450	450	450	-	1,150	\$2,500	-	N/A
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	1,634	\$1,634	-	N/A
Grounds - Mulch	-	-	-	-	-	\$0	-	N/A
Replanting Materials/Supplies	-	-	-	-	-	\$0	-	N/A
Grounds - Community Park Mow	-	-	-	-	-	\$0	24,000	0%
Irrigation Maintenance & Repair	-	-	-	-	-	\$0	1,000	0%
Contingencies (5% of Field Operations)	-	-	-	-	-	\$0	9,525	0%
Reserves								
Operational Reserve (Future Years)	-	-	-	-	-	\$0	-	N/A
Other Fees and Charges	-	-	-	-	-	\$0	-	N/A
Discounts/Collection Fees						\$0	-	
Sub-Total:	13,203	19,039	28,205	6,000	29,703	\$96,151	351,095	27%
Total Expenditures and Other Uses:	\$ 13,203	\$ 19,039	\$ 28,205	\$ 6,000	\$ 29,703	\$96,151	\$ 351,095	_ 27%
Net Increase/ (Decrease) in Fund Balance	(13,203)	176,880	10,605	101,827	(19,823)	\$256,285	-	
Fund Balance - Beginning	78,230	65,027	241,907	252,511	354,338	\$78,230		
Fund Balance - Ending	\$ 65,027	\$ 241,907	\$ 252,511	\$ 354,338	\$ 334,515	\$334,515	\$ -	

## LT Ranch Community Development District Debt Service Fund - Series 2019

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

Description	C	October	November	Dec	ember	January	February	Y	ear to Date	tal Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$	-	\$ -	\$	-	\$ -	\$ -	\$	-	\$ -	N/A
Interest Income											
Interest Account		-	-		-				-	-	N/A
Sinking Fund Account		-	-		-	-	-		-	-	N/A
Reserve Account		2	2		2	2	2		10	-	N/A
Prepayment Account		-	-		-				-	-	N/A
Revenue Account		1	2		0	0	3		6	-	N/A
Capitalized Interest Account		-	-		-	-	-		-	-	N/A
Special Assessments - Prepayments											
Special Assessments - On Roll		-	532,676	1	105,519	293,165	26,862		958,221	954,397	100%
Special Assessments - Off Roll		-	-		-				-	-	N/A
Special Assessments - Prepayments		-	-		-				-	-	N/A
Debt Proceeds		_	-		-		-		-	-	N/A
Intragovernmental Transfer In		-	-		-	-	-		-	-	N/A
<b>Total Revenue and Other Sources:</b>	\$	3	\$ 532,679	\$ 1	105,521	\$ 293,167	\$ 26,867	\$	958,238	\$ 954,397	N/A
xpenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2019		_	-		-	-	-		_	325,000	0%
Principal Debt Service - Early Redemptions											
Series 2019		_	-		-	-	-		-	-	N/A
Interest Expense											
Series 2019		_	315,705		_	-	_		315,705	631,410	50%
Operating Transfers Out (To Other Funds)		_	-		_	-	_		-	-	N/A
Total Expenditures and Other Uses:	\$	-	\$ 315,705	\$	-	\$ -	\$ -	\$	315,705	\$ 956,410	N/A
Net Increase/ (Decrease) in Fund Balance		3	216,974	. 1	105,521	293,167	26,867		642,533	(2,013)	
Fund Balance - Beginning		830,309	830,312		, 047,287	1,152,808	1,445,975		830,309	-	
Fund Balance - Ending	Ś				•	\$ 1,445,975		Ś	1,472,842	\$ (2,013)	

#### LT Ranch Community Development District Capital Projects Fund - Series 2019

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

Description	_ Oc	tober N	lovember	December		January	February	Ye	ear to Date	al Annual udget	% of Budget
Revenue and Other Sources						- January	· c.c. a.a y				<b></b>
Carryforward		-	-		-	-	-		-	\$ -	N/A
Interest Income											
Construction Account		-	-		-	-	-		-	\$ -	N/A
Cost of Issuance		-	-		-	-	-		-	\$ -	N/A
Debt Proceeds		-			-	-	-		-	\$ -	N/A
Developer Contributions		-	-						-	\$ -	N/A
Operating Transfers In (From Other Funds)		-	-		-	-	-		-	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	\$	- \$	-	\$	- \$	- \$	-	\$	-	\$ -	N/A
Expenditures and Other Uses											
Executive											
Professional Management		-	-		-	-	-		-	\$ -	N/A
Other Contractual Services											
Trustee Services		-	-		-	-	-		-	\$ -	N/A
Printing & Binding		-	-		-	-	-		-	\$ -	N/A
Capital Outlay											
Water-Sewer Combination		-	-		-	-	-		-	\$ -	N/A
Stormwater Management		-	-		-	-	-		-	\$ -	N/A
Landscaping		-	-		-	-	-		-	\$ -	N/A
Roadway Improvement		-	-		-	-	-		-	\$ -	N/A
Cost of Issuance											
Legal - Series 2019 Bonds		-	-		-	-	-		-	\$ -	N/A
Underwriter's Discount		-	-		-	-	-		-	\$ -	N/A
Operating Transfers Out (To Other Funds)		-	-		-	-	-		-	\$ -	N/A
Total Expenditures and Other Uses:	\$	- \$	-	\$	- \$	- \$	-	\$	-	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$	- \$	-	\$	- \$	- \$	-	\$	-	\$ -	
Fund Balance - Beginning	\$	(361,394) \$	(361,394)	\$ 703,572	2 \$	703,572 \$	703,572	\$	(361,394)	\$ -	
Fund Balance - Ending		(361,394) \$	(361,394)	\$ 703,572	2 \$	703,572 \$	703,572	\$	(361,394)	\$ -	

Unaudited

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



## FINANCIAL STATEMENTS - MARCH 2022

FISCAL YEAR 2022

#### PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

#### JPWard and Associates, LLC

**Community Development District Advisors** 

## LT Ranch Community Development District

#### Table of Contents

Balance Sheet – All Funds	1-2
Statement of Revenue, Expenditures and Changes in Fund Balance	
General Fund	3-5
Debt Service Fund Series 2019	6
Capital Project Fund Series 2019	<i>7</i>

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending March 31, 2022

				Go	overnmental Fund	s				
				Deb	ot Service Funds	Capi	tal Project Fund	Account Groups	_	Totals
		Gene	ral Fund		Series 2019		Series 2019	General Long Term Debt	(IVI	emorandum Only)
Assets										
Cash and Investments										
General Fund - Invested Cash		\$	306,507	\$	-	\$	-	\$ -	\$	306,507
Debt Service Fund										
Interest Account					-					-
Sinking Account					-					-
Reserve Account					476,850					476,850
Revenue Account					969,135					969,135
Capitalized Interest					-					-
Prepayment Account										-
Construction Account							374			374
Cost of Issuance Account							-			-
Due from Other Funds										
General Fund			-		29,411		-	-		29,411
Debt Service Fund(s)			-		-		-	-		-
Accounts Receivable			-		-		-	-		-
Assessments Receivable			-		-		-	-		-
Amount Available in Debt Service Funds			-		-		-	1,475,396		1,475,396
Amount to be Provided by Debt Service Fu	unds		-		-		-	14,944,604		14,944,604
	Total Assets	\$	306,507	\$	1,475,396	\$	374	\$ 16,420,000	\$	18,202,277

## LT Ranch Community Develoment District Balance Sheet

#### for the Period Ending March 31, 2022

			Gov	ernmental Fund	s					
			Debt 9	Service Funds	Сар	ital Project Fund	_	count Groups		Totals
	General Fun	ıd	S	eries 2019		Series 2019		eneral Long erm Debt	(Me	emorandum Only)
Liabilities										
Accounts Payable & Payroll Liabilities	\$	-	\$	-	\$	-	\$	-	\$	-
Due to Developer		-				307,756				307,756
Due to Other Funds		-								
General Fund		-		-		-		-		-
Debt Service Fund(s)	29	,411		-		-		-		29,411
Bonds Payable										
Current Portion								\$325,000		325,000
Long Term										
Series 2019								\$16,095,000		16,095,000
Unamortized Prem/Disc on Bds Pybl						\$54,012				54,012
Total Liabilities	\$ 29	,411	\$	-	\$	361,768	\$	16,420,000	\$	16,811,178
Fund Equity and Other Credits										
Investment in General Fixed Assets		-		-		-		-		-
Fund Balance										
Restricted										
Beginning: October 1, 2021 (Audited)		-		830,309		(361,394)		-		468,915
Results from Current Operations		-		645,087		-		-		645,087
Unassigned										
Beginning: October 1, 2021 (Audited)	78	,230		-		-		-		78,230
Results from Current Operations	198	,866		-				-		198,866
Total Fund Equity and Other Credits	\$ 277	,096	\$	1,475,396	\$	(361,394)	\$	-	\$	1,391,098
Total Liabilities, Fund Equity and Other Credits	\$ 306	,507	\$	1,475,396	\$	374	\$	16,420,000	\$	18,202,277

## Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2022

escription	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
evenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	N/A
Interest									
Interest - General Checking	-	-	-	-	-	-	\$0	-	N/A
Special Assessment Revenue									
Special Assessments - On-Roll	-	195,919	38,810	107,827	9,880	938	\$353,373	351,095	101%
Special Assessments - Off-Roll	-	-		-	-	-	\$0	-	N/A
Note Proceeds			-			-	\$0	200,000	0%
Intragovernmental Transfer In	_	-	-	-	-	-	\$0	-	N/A
Total Revenue and Other Sources:	\$ -	\$ 195,919	\$ 38,810	\$ 107,827	\$ 9,880	\$ 938	\$353,373	\$ 551,095	N/A
openditures and Other Uses									
Executive									
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	\$20,000	40,000	50%
Financial and Administrative									
Audit Services	-	-	-	-	4,100	-	\$4,100	4,200	98%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	\$8,000	16,000	50%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	\$8,000	16,000	50%
Arbitrage Rebate Services	-	-	-	-	-	-	\$0	500	0%
Other Contractual Services									
Legal Advertising	223	393	-	-	-	-	\$616	2,000	31%
Trustee Services		-	-	-	5,214	-	\$5,214	6,695	78%
Dissemination Agent Services	-	-	-	-	-	-	\$0	5,000	0%
Property Appraiser Fees	-	-	-	-	-	-	\$0	-	N/A
Bank Service Fees	10	17	21	-	-	-	\$48	250	19%
Communications & Freight Services									
Postage, Freight & Messenger	9	_	52	_	_		\$61	100	61%

## Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2022

								Total Annual	% of
Description	October	November	December	January	February	March	Year to Date	Budget	Budget
Computer Services - Website Development	-	-	-	-	-	-	\$0	1,200	0%
Insurance	5,435	-	-	-	-	-	\$5,435	5,435	100%
Printing & Binding		-	194	-	-	-	\$194	200	97%
Subscription & Memberships	175	-	-	-	-	-	\$175	175	100%
Legal Services									
Legal - General Counsel	901	-	-	-	3,237	-	\$4,138	2,500	166%
Legal - Series 2019 Bonds	-	-	-	-	-	-	\$0	-	N/A
Other General Government Services									
Engineering/ Asset Mgmt Services	-	3,724	3,384	-	6,318	2,917	\$16,343	8,000	204%
NPDES	-	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	-	\$0	-	N/A
Other Current Charges	-	-	-	-	-	-	\$0	-	N/A
<b>Stormwater Management Services</b>									
Wetland Lake Maintenance								-	N/A
Wetland Preservation Maintenance	-	6,405	6,405	-	1,125	6,405	\$20,340	76,860	26%
Lake Maintenance	-	1,125	2,250	-	-	1,125	\$4,500	15,000	30%
Detention Area Maintenance	-	-	-	-	-	-	\$0	-	N/A
Path Mowing/Path Shell	-	-	-	-	-	-	\$0	-	N/A
Preserve Maintenance	-	925	9,450	-	925	9,450	\$20,750	56,700	37%
Creation Preserve Maintenance								12,000	0%
Enhancement Areas	-	-	-	-	-	-	\$0	29,400	0%
Littoral Shelf Maintenance	-	-	-	-	-	-	\$0	2,800	0%
Ditch Maintance								3,700	0%
Stormwater Inspections/Maintenance	-	-	-	-	-	-	\$0	-	N/A
Fountain Service/Maintenance	-	-	-	-	-	-	\$0	6,000	0%
Roadway Lighting/Maintenance	-	-	-	-	-	965	\$965	3,000	32%

#### **Parks and Recreation**

**Amenities Maintenance** 

## Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2022

Description	October	November	December	January	February	March	Year to Date	Total Anı Budge		% of Budget
Snack Shack/Maintenance Building	-	-	-	-	-	14,656	\$14,656		-	N/A
Playground/Dog Park/Shelter Maint.	-	-	-	-	-	1,733	\$1,733		-	N/A
Outdoor Sport Courts Maintenance	-	-	-	-	-	-	\$0		-	N/A
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	-	-	\$0		-	N/A
Water/Sewer Park	-	-	-	-	-	-	\$0		-	N/A
Landscaping Services										
Professional Services										
Grounds Contract	450	450	450	-	1,150	15,106	\$17,606	131,	904	13%
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	1,634	-	\$1,634		-	N/A
Grounds - Mulch	-	-	-	-	-	-	\$0	15,	.000	0%
Replanting Materials/Supplies	-	-	-	-	-	-	\$0	80,	.000	0%
Grounds - Community Park Mow	-	-	-	-	-	-	\$0		-	N/A
Irrigation Maintenance & Repair	-	-	-	-	-	-	\$0	1,	.000	0%
Contingencies (5% of Field Operations)	-	-	-	-	-	-	\$0		-	N/A
Reserves										
Operational Reserve (Future Years)	-	-	-	-	-	-	\$0		-	N/A
Other Fees and Charges	-	-	-	-	-	-	\$0		-	N/A
Discounts/Collection Fees							\$0		-	
Sub-Total:	13,203	19,039	28,205	6,000	29,703	58,357	\$154,507	541,	619	29%
Total Expenditures and Other Uses:	\$ 13,203	\$ 19,039	\$ 28,205	\$ 6,000	\$ 29,703	\$ 58,357	\$154,507	\$ 541,	619	29%
N. 1	(42.263)	476.000	40.635	404.027	(40.000)	/F7 440\	4400.000	•	476	
Net Increase/ (Decrease) in Fund Balance	(13,203)	176,880	10,605	101,827	(19,823)	(57,419)	\$198,866	9,	476	
Fund Balance - Beginning	78,230	65,027	241,907	252,511	354,338	334,515	\$78,230			
Fund Balance - Ending	\$ 65,027	\$ 241,907	\$ 252,511	\$ 354,338	\$ 334,515	\$ 277,096	\$277,096	\$ 9,	476	

#### **LT Ranch Community Development District**

#### **Debt Service Fund - Series 2019**

#### Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2022

														То	tal Annual	% of
Description		October	N	ovember	Decen	nber	Janua	iry	Febr	uary	March	Ye	ar to Date		Budget	Budge
Revenue and Other Sources																
Carryforward	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	N/A
Interest Income																
Interest Account		-		-		-							-		-	N/A
Sinking Fund Account		-		-		-		-		-	-		-		-	N/A
Reserve Account		2		2		2		2		2	2		12		-	N/A
Prepayment Account		-		-		-							-		-	N/A
Revenue Account		1		2		0		0		3	3		9		-	N/A
Capitalized Interest Account		-		-		-		-		-	-		-		-	N/A
Special Assessments - Prepayments																
Special Assessments - On Roll		-		532,676	105	5,519	293	,165	2	6,862	2,549		960,771		954,397	1019
Special Assessments - Off Roll		-		-		-							-		-	N/A
Special Assessments - Prepayments		-		-		-							-		-	N/A
Debt Proceeds		-		-		-				-			-		-	N/A
Intragovernmental Transfer In		-		-		-		-		-	-		-		-	N/A
<b>Total Revenue and Other Sources:</b>	\$	3	\$	532,679	\$ 105	,521	\$ 293	,167	\$ 2	6,867	\$ 2,554	\$	960,792	\$	954,397	N/A
xpenditures and Other Uses																
Debt Service																
Principal Debt Service - Mandatory																
Series 2019		-		-		-		-		-	-		-		325,000	0%
Principal Debt Service - Early Redemptions																
Series 2019		-		-		-		-		-	-		-		-	N/A
Interest Expense																
Series 2019		-		315,705		-		-		-	-		315,705		631,410	50%
Operating Transfers Out (To Other Funds)		-		-		-		-		-	-		-		-	N/A
Total Expenditures and Other Uses:	\$	-	\$	315,705	\$	-	\$	-	\$	-	\$ -	\$	315,705	\$	956,410	N/A
Net Increase/ (Decrease) in Fund Balance		3		216,974	105	5,521	293	,167	2	6,867	2,554		645,087		(2,013)	
Fund Balance - Beginning		830,309		830,312	1,047	7,287	1,152	,808,	1,44	5,975	1,472,842		830,309		-	
Fund Balance - Ending	Ś		\$ :	1,047,287	\$ 1,152	-	\$ 1,445	-	\$ 1,47		L,475,396	Ś	1,475,396	\$	(2,013)	

#### LT Ranch Community Development District Capital Projects Fund - Series 2019

#### Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2022

Description	October	November		)ecember	January		February	Marc	h _	Ye	ear to Date	l Annual udget	% of Budget
Revenue and Other Sources					•		<u>'</u>						
Carryforward	_		-	-		-	-		_		-	\$ -	N/A
Interest Income													
Construction Account	-		-	-		-	-		-		-	\$ -	N/A
Cost of Issuance	-		-	-		-	-		-		-	\$ -	N/A
Debt Proceeds	_			-		-	-		-		-	\$ -	N/A
Developer Contributions	-		-								-	\$ -	N/A
Operating Transfers In (From Other Funds)	-		-	-		-	-		-		-	\$ -	N/A
<b>Total Revenue and Other Sources:</b>	\$ -	\$	- \$	- \$		- \$	-	\$	-	\$	-	\$ -	N/A
Expenditures and Other Uses													
Executive													
Professional Management	-		-	-		-	-		-		-	\$ -	N/A
Other Contractual Services													
Trustee Services	-		-	-		-	-		-		-	\$ -	N/A
Printing & Binding	-		-	-		-	-		-		-	\$ -	N/A
Capital Outlay													
Water-Sewer Combination	_		-	-		-	-		-		-	\$ -	N/A
Stormwater Management	_		-	-		-	-		-		-	\$ -	N/A
Landscaping	_		-	-		-	-		-		-	\$ -	N/A
Roadway Improvement	_		-	-		-	-		-		-	\$ -	N/A
Cost of Issuance													
Legal - Series 2019 Bonds	-		-	-		-	-		-		-	\$ -	N/A
Underwriter's Discount	-		-	-		-	-		-		-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-		-	-		-	-		-		-	\$ -	N/A
Total Expenditures and Other Uses:	\$ -	\$	- \$	- \$		- \$	-	\$	-	\$	-	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ -	\$	- \$	- \$		- \$	-	\$	-	\$	-	\$ -	
Fund Balance - Beginning	\$ (361,394)	\$ (361,39	4) \$	703,572 \$	703,57	2 \$	703,572	\$ 703,	572	\$	(361,394)	\$ -	
Fund Balance - Ending	\$ (361,394)	\$ (361,39	4) Ś	703,572 \$	703,57	2 \$	703,572	\$ 703,	572	\$	(361,394)	\$ _	