# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



## REGULAR MEETING AGENDA

APRIL 11, 2023

#### PREPARED BY:

### LT RANCH COMMUNITY DEVELOPMENT DISTRICT

April 4, 2023

**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 **Tuesday, April 11, 2023, at 1:00 P.M**. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.

The following WebEx link and telephone number are provided to join/watch the meeting remotely. <a href="https://districts.webex.com/districts/j.php?MTID=m225983de5ea5a9f666f414de4ea2fe62">https://districts.webex.com/districts/j.php?MTID=m225983de5ea5a9f666f414de4ea2fe62</a>

Access Code: 2330 885 9890, Event password: Jpward

Phone: 408-418-9388 and enter the access code 2330 885 9890, password: Jpward (579274 from phones) to join the meeting.

#### Agenda Item

- Call to Order & Roll Call.
- 2. Consideration of the Minutes of the March 21, 2023, Regular meeting.
- 3. Consideration of the Acceptance of the Audited Financial Statements for the Fiscal Year ended September 30, 2023.
- 4. Consideration of award of bid for landscaping and irrigation maintenance of District assets.
- 5. Consideration of the first amendment to the Landscape and Irrigation Agreement.
- 6. Consideration of **Resolution 2023-17**, A resolution of the Board of Supervisors of the LT Ranch Community Development District ratifying the actions of the District Staff relative to the acceptances of responsibility for the perpetual Operation and Maintenance of certain portions of the Stormwater Management System.
- 7. Staff Reports.
  - I. District Attorney.
  - II. District Engineer.

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#### LT Ranch Community Development District

- III. District Asset Manager.
  - a) Field Managers Report March 2023.
- IV. District Manager.
  - a) Important Board Meeting Dates for Balance of Fiscal Year 2023:
    - 1. Proposed Fiscal Year 2024 Budget May 9, 2023, 1:00 P.M.
    - 2. NO Meeting June 13, 2023.
    - 3. Public Hearings: FY 2024 Budget Adoption August 8, 2023
  - b) Financial Statement for period ending March 31, 2023 (unaudited).
- 8. Supervisor's Requests and Audience Comments.

<ol><li>Adjo</li></ol>	ournment.
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The first order of business is to call to order the meeting and conduct the roll call.

The second order of business is the review and acceptance of the Minutes from the March 21, 2023, Regular Meeting.

The third order of business is the Acceptance of the Audited Financial Statements for Fiscal Year 2022, covering the period October 1, 2021, through September 30, 2022. A representative of the Audit Firm Grau & Associates will join the meeting to fully review the audit with the Board.

The fourth order of business is the consideration of award of bid for landscaping and irrigation services for the District. The landscaping and irrigation services include mowing, edging and trimming, tree and shrub care, weeds and grasses, clean-up and replacement of plant material, fertilization, pest control, irrigation system monitoring and maintenance, installation of mulch, and annuals installation. The landscaping map is included showing the areas to be serviced.

The professional staff will provide their recommendations of the submitted proposals during the meeting.

The fifth order of business is the consideration of an Amended Landscape and Irrigation Agreement.

The sixth order of business is the consideration of Resolution 2023-17, a resolution of the Board of Supervisors of the LT Ranch Community Development District ratifying the actions of the District Staff

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#### LT Ranch Community Development District

relative to the acceptances of responsibility for the perpetual Operation and Maintenance of certain portions of the Stormwater Management System.

The seventh order of business are staff reports by the District Attorney, District Engineer, and the District Manager will report on the Financial Statements for the period ending March 31, 2023 (unaudited).

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** 

#### Meetings for Fiscal Year 2023 are as follows:

April 11, 2023	May 9, 2022
June 13, 2023	July 11, 2023
August 8, 2023 – Public Hearing	September 12, 2023

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42 43 SECOND ORDER OF BUSINESS Consideration of Minutes 44		constituting a quorum.							
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		SECOND ORDER OF BUSINESS	Consideration of Minutes						
45 February 14, 2023 - Regular meeting									
,	45	February 14, 2023 - Regular meeting							
<ul> <li>46</li> <li>47 Mr. Ward asked if there were any corrections or deletions to the Regular Meeting Minutes; heat</li> <li>48 none, he called for a motion.</li> </ul>	47	•	ons or deletions to the Regular Meeting Minutes; hearing						

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On MOTION made by John Wollard, seconded by Christian Cotter, and with all in favor, the February 14, 2023 Regular Meeting Minutes were approved.

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#### THIRD ORDER OF BUSINESS

#### Consideration of award of bid

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#### Consideration of award of bid for landscaping and irrigation maintenance of District assets

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Mr. Ward: I am going to remove this from your Agenda today and we will schedule this for your next meeting.

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

#### **Consideration of Resolution 2023-16**

Consideration of Resolution 2023-16, a resolution of the Board of Supervisors of the Lt Ranch Community Development District ratifying, confirming and approving the Interlocal Agreement between Sarasota County, Florida, and the District relating to the design, permitting and construction of Lorraine Road and the Construction Funding Agreement (Lorraine Road); providing general authorization; and addressing conflicts, severability, and an effective date

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Mr. Ward asked Jere Earlywine to review this Item.

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Mr. Jere Earlywine: This is an item we have been working on for some time. As you know, Lorraine Road is the stretch of road which fronts the District and what's going on is, for development of the project just south of LT Ranch and other neighboring developments, there's an effort underway to expand and extend the roadway. This particular Resolution authorizes an agreement between Sarasota County and the District with respect to design and construction of a portion of the Lorraine Road segment being expanded. There are other similar agreements being entered into with other developers and other districts. In any event, this is just for the 1.9 mile segment of Lorraine Road adjacent to our project. It has a couple of different obligations for the District. You can see it in a memo we did which accompanies the document. The District essentially has to design and construct the 1.9 mile segment of Lorraine Road, as well as certain stormwater ponds and facilities and then we essentially give some of that rightof-way, as well as an easement for the stormwater facilities to the County. That's part of our obligation. Additionally, we've got to go through a public bid process for our design and construction services. We've already done that for design. That's how we got Stantec, who's on the phone today, and we publicly advertised that service. We will talk about that contract in a minute. The District is also required to cooperate with the other parties who were undertaking similar projects. It requires that we obtain County approval for the plans, begin construction of the road within 6 months of issuance of project approvals, and also it anticipates that the District will be reimbursed about \$10 million dollars in cash in connection with the work. The agreement itself is accompanied by a funding agreement with Taylor Morrison. I think the County likes the idea of having the CDD do the design, do the construction, because it is a public entity. We have to follow a similar process to what the County would do when we bid projects, so I think they like having it go through the CDD. At the same time we have a funding agreement because the District does not have any money to undertake this obligation. We obviously don't own all of the real estate rights either, so Taylor Morrison through the funding agreement, which is

also an attachment to the resolution, obligates the developer to pay for everything, and also provides to us any performance maintenance warranty and other bonds required by the County, provides real estate interest, and essentially funds any of our obligations related thereto. That said, because the developer is paying for everything, any cash or credit reimbursement would essentially be assigned back from the District to the developer.

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Mr. Wollard: Some of it is reimbursement for what's out there now and some of it is additional work to four lane Lorraine Road, which would be a future reimbursement.

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Mr. Earlywine: Some of those credits are actually able to be used in the future by that southern half of the LT Ranch project that's outside our boundaries. But that's for another day. He asked if there were any questions; hearing none, he called for a motion.

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On MOTION made by John Wollard, seconded by Christian Cotter, and with all in favor, Resolution 2023-16 was adopted, and the Chair was authorized to sign.

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#### FIFTH ORDER OF BUSINESS

#### **Consideration of Agreement**

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Consideration and approval of an Agreement for Engineering Services between the LT Ranch Community Development District and Stantec Consulting Services for the Lorraine Road Extension

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Mr. Ward: This was an Agreement to provide engineering services. If you recall, we went through the Competitive Negotiations Act some time ago with respect to that. That's been on hold pending the Resolution of the Lorraine Road. It is now time to do two things: one is to approve that agreement and sign it, and then secondarily is the work authorization for Stantec to do the permitting and construction plans for the segment of Lorraine Road that is referenced pursuant to Resolution 2023-16. The form of the Engineering Agreement is the same as what we used for hiring our general engineering services with Atwell Engineering. That is consistent with what we've done before. He asked if there were any questions; hearing none, he called for a motion.

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On MOTION made by John Wollard, seconded by Christian Cotter, and with all in favor, the Agreement for Engineering Services between the LT Ranch Community Development District and Stantec Consulting Services for the Lorraine Road Extension was approved.

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#### SIXTH ORDER OF BUSINESS

#### **Consideration of Work Authorization**

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Consideration and approval of Work Authorization No. 1, for Engineering Services from Stantec Consulting Services, Inc. related to the scope of services to be provided for the Loraine Road Extension **Project** 

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Mr. Ward asked if there were any questions about the Work Authorization for the Lorraine Road Extension Project; hearing none, he called for a motion for each.

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143 144	On MOTION made by John Wollard, seconded by Christian Cotter, and with all in favor, the Work Authorization No. 1, for Engineering
145	Services from Stantec Consulting Services, Inc. related to the scope of
146	services to be provided for the Loraine Road Extension Project was
147	approved.
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149	Mr. Mike Kennedy: Jim, do you want me to swing by John's office and sign the agreement? Do you wan
150	me to sign it and scan the signature page to you?
151	
152	Mr. Ward: We will send it to you separately, Mike.
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154 155	SEVENTH ORDER OF BUSINESS Staff Reports
156	SEVERTITION DESIRESS Staff Reports
157	I. District Attorney
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159	No report.
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161	II. District Engineer
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163 164	No report.
165	III. District Asset Manager
166 167 168	a) Field Managers Report March 1, 2023
169	No report.
170	
171	IV. District Manager
172	
173	a) Financial Statements for period ending February 28, 2023 (unaudited)
174 175	No voment
175 176	No report.
177	
178	EIGHTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments
179	
180	Mr. Ward asked if there were any supervisor's requests; there were none. He asked if there were an
181	audience questions or comments; there were none.
182	
183	NUMERI OPPED OF PURINERS
184 185	NINTH ORDER OF BUSINESS Adjournment
186	Mr. Ward adjourned the meeting at approximately 4:40 p.m.
187	
188	On MOTION made by John Wollard, seconded by Christian Cotter, and
189	with all in favor, the meeting was adjourned.

190		
191		LT Ranch Community Development District
192		
193		
194		
195		
196	James P. Ward, Secretary	John Wollard, Chairperson



LT RANCH
COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA

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#### INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors LT Ranch Community Development District Sarasota County, Florida

#### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund, of LT Ranch Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

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

#### Responsibilities of Management for the Financial Statements

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

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

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

#### Required Supplementary Information

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

#### Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 20, 2023

Dyan & association

#### MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of LT Ranch Community Development District, Sarasota County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

#### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$8,058,118). When the District was formed assets exceeded liabilities and subsequently infrastructure was deeded to Sarasota County creating the negative net position. The majority of the net position deficit is attributed to the cost of issuance Series 2019 Bonds and conveyance of completed infrastructure to another entity for maintenance and ownership responsibilities. Further, financial condition assessment procedures have been applied and no deteriorating financial conditions were noted.
- The change in the District's total net position in comparison with the prior fiscal year was (\$288,808), a decrease. The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to costs incurred associated with freeze damages. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$365,582, a decrease of (\$235,575) in comparison with the prior fiscal year. A portion of the fund balance is restricted for debt service and the remainder is unassigned deficit fund balance.

#### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows and liabilities and deferred inflows with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### OVERVIEW OF FINANCIAL STATEMENTS (Continued)

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

#### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental funds with similar information presented for governmental funds with similar information presented for governmental. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

#### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

#### **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

### NET POSITION SEPTEMBER 30.

	2022			2021			
Current and other assets	\$	851,362	\$	908,913			
Capital assets, net of depreciation		7,980,737		8,364,833			
Total assets		8,832,099		9,273,746			
Current liabilities		744,805		570,844			
Long-term liabilities		16,145,412		16,472,212			
Total liabilities		16,890,217		17,043,056			
Net Position							
Net investment in capital assets		(8,472,057)		(8,414,761)			
Restricted		589,557		567,221			
Unrestricted		(175,618)		78,230			
Total net position	\$	(8,058,118)	\$	(7,769,310)			

#### **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to freeze damages during the current year.

Key elements of the change in net position are reflected in the following table:

### CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	 2022	2021
Revenues:		
Program revenues		
Charges for services	\$ 1,333,109	\$ 1,471,903
Operating grants and contributions	47	39
Capital grants and contributions	-	4
Total revenues	 1,333,156	1,471,946
Expenses:		
General government	201,467	142,341
Maintenance and operations*	794,950	645,932
Conveyance of infrastructure	-	819,454
Interest	 625,547	635,123
Total expenses	 1,621,964	2,242,850
Change in net position	 (288,808)	(770,904)
Net position - beginning	 (7,769,310)	(6,998,406)
Net position - ending	\$ (8,058,118)	\$ (7,769,310)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$1,621,964. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes interest revenue. The costs of the District's activities were partially funded by program revenues. In total, expenses, including depreciation, decreased from the prior fiscal year as a result of conveyances of the infrastructure to the Sarasota County of \$819,454 in the prior year.

#### GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2022 was amended to decrease revenues by \$24,577, increase appropriations by \$165,947, and increase other financing sources by \$200,000.

#### CAPITAL ASSETS AND DEBT ADMINISTRATION

#### Capital Assets

At September 30, 2022, the District had \$9,030,607 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,049,870 has been taken, which resulted in a net book value of \$7,980,737. More detailed information about the District's capital assets is presented in the notes of the financial statements.

#### Capital Debt

At September 30, 2022, the District had \$16,095,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

#### ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the District issued \$15,660,000 of Series 2022 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2027 - May 1, 2053 and fixed interest rates ranging from 5.0% to 5.9%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

#### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the LT Ranch Community Development District at the office of the District Manager, James P. Ward at 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, (954) 658-4900.

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2022

		vernmental Activities
ASSETS		
Cash and cash equivalents	\$	12,019
Restricted assets:		
Investments		839,343
Capital assets:		
Depreciable, net		7,980,737
Total assets		8,832,099
LIABILITIES		
Accounts payable		65,299
Due to Developer		307,756
Accrued interest payable		259,025
Due to Developer - note payable		112,725
Non-current liabilities:		
Due within one year		335,000
Due in more than one year	•	15,810,412
Total liabilities		16,890,217
NET POSITION		
Net investment in capital assets		(8,472,057)
Restricted for debt service		589,557
Unrestricted		(175,618)
Total net position	\$	(8,058,118)

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

							Ne	et (Expense)			
				Revenue and							
				Program	Reven	ues		Position			
			Cl	narges for	Gra	nts and	Governmental				
Functions/Programs	E	xpenses	,	Services	Cont	ributions	Activities				
Primary government:								_			
Governmental activities:											
General government	\$	201,467	\$	358,473	\$	-	\$	157,006			
Maintenance and operations		794,950		-		-		(794,950)			
Interest on long-term debt		625,547		974,636		47		349,136			
Total governmental activities		1,621,964		1,333,109		47		(288,808)			
	Ch	ange in net		(288,808)							
	Ne	t position - b	egir	ning				(7,769,310)			
	Net	t position - $\epsilon$	endir	ıg			\$	(8,058,118)			

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2022

		Major Funds						Total	
		Capital					Governmental		
	(	General	De	bt Service		Projects		Funds	
ASSETS									
Cash and cash equivalents	\$	12,019	\$	-	\$	-	\$	12,019	
Investments		-		838,969		374		839,343	
Due from other funds		-		9,613		-		9,613	
Total assets	\$	12,019	\$	848,582	\$	374	\$	860,975	
LIABILITIES AND FUND BALANCES									
Liabilities:									
Accounts payable	\$	65,299	\$	-	\$	-	\$	65,299	
Due to other funds		9,613		-		-		9,613	
Due to Developer - note payable		112,725		-		-		112,725	
Due to Developer		-		-		307,756		307,756	
Total liabilities		187,637		-		307,756		495,393	
Fund balances:									
Restricted for:									
Debt service		-		848,582		-		848,582	
Unassigned		(175,618)		-		(307,382)		(483,000)	
Total fund balances		(175,618)		848,582		(307,382)		365,582	
Total liabilities and fund balances	\$	12,019	\$	848,582	\$	374	\$	860,975	

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2022

Fund balance - governmental funds

\$ 365,582

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumlated depreciation, in the net position of the government as a whole.

Cost of capital assets

Accumulated depreciation

9,030,607

(1,049,870) 7,980,737

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable (259,025) Unamortized original issue premium (50,412)

Bonds payable (16,095,000) (16,404,437)

Net position of governmental activities

\$ (8,058,118)

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

			Total					
		Capital						overnmental
		General	Debt Service		Projects			Funds
REVENUES								
Special assessments	\$	358,473	\$	974,636	\$	-	\$	1,333,109
Interest earnings		-		47		-		47
Total revenues		358,473		974,683		-		1,333,156
EXPENDITURES								
Current:								
General government		201,467		-		-		201,467
Maintenance and operations		410,854		-		-		410,854
Debt service:								
Principal		-		325,000		-		325,000
Interest		-		631,410		-		631,410
Total expenditures		612,321		956,410		-		1,568,731
Excess (deficiency) of revenues								
over (under) expenditures		(253,848)		18,273		-		(235,575)
Fund balances - beginning		78,230		830,309		(307,382)		601,157
Fund balances - ending	_\$	(175,618)	\$	848,582	\$	(307,382)	\$	365,582

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA

## RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds	(235,575)
Amounts reported for governmental activities in the statement of activities are different because:	
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	325,000
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expenses in the statement of activities.	(384,096)
Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:	
Amortization of original issue premium	1,800
Change in accrued interest	 4,063
Change in net position of governmental activities	\$ (288,808)

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA NOTES TO FINANCIAL STATEMENTS

#### **NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

LT Ranch Community Development District (the "District") was created by Ordinance 2018-042 of Sarasota County on September 12, 2018, Florida pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2022, three of the five board members were affiliated with Taylor Morrison Communities (the "Developer").

The Board has the responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

#### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

#### Assessments

The District's Assessments are included on the property tax bill that all landowner's receive. The Florida Statutes provide that special assessments may be collected by using the Uniform Method. Under the Uniform Method, the District's Assessments will be collected together with County and other taxes. These Assessments will appear on a single tax bill issued to each landowner subject to such. The statutes relating to enforcement of County taxes provide that County taxes become due and payable on November 1 of the year when assessed or soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes (together with any assessments, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the District's Assessments. Upon any receipt of moneys by the Tax Collector from the Assessments, such moneys will be delivered to the District.

All city, county, school and special district ad valorem taxes, non-ad valorem special assessments and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, including the District Assessments, that are collected by the Uniform Method are payable at one time. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full and such partial payment is not to be accepted and is to be returned to the taxpayer, provided, however that a taxpayer may contest a tax assessment pursuant to certain conditions in Florida Statutes and other applicable law.

Under the Uniform Method, if the Assessments are paid during November when due or at any time within thirty (30) days after the mailing of the original tax notice or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. March payments are without discount. Pursuant to Section 197.222, Florida Statutes, taxpayers may elect to pay estimated taxes, which may include non-ad valorem special assessments such as the District's Assessments in quarterly installments with a variable discount equal to 6% on June 30 decreasing to 3% on December 31, with no discount on March 31. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment, and the Tax Collector is required to collect taxes prior to April 1 and after that date to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Certain taxpayers that are entitled to claim homestead tax exemption under Section 196.031(1), Florida Statutes may defer payment of a portion of the taxes and non-ad valorem assessments and interest accumulated on a tax certificate, which may include non-ad valorem special assessments. Deferred taxes and assessments bear interest at a variable rate not to exceed 7%. The amount that may be deferred varies based on whether the applicant is younger than age 65 or is 65 years old or older; provided that applicants with a household income for the previous calendar year of less than \$10,000 or applicants with less than the designated amount for the additional homestead exemption under Section 196.075, Florida Statutes that are 65 years old or older may defer taxes and assessments in their entirety.

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

#### Assessments (Continued)

Collection of Delinquent Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Assessments due.

The District reports the following major governmental funds:

#### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

#### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

#### Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

#### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Assets, Liabilities and Net Position or Equity (Continued)

#### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater Management	25
Roads & Street Facilities - Paving	20
Other Physical Environment - Landscaping	15

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### **Unearned Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

#### Assets, Liabilities and Net Position or Equity (Continued)

#### <u>Deferred Outflows/Inflows of Resources (Continued)</u>

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

<u>Committed fund balance</u> – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

#### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### **NOTE 3 - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

#### **NOTE 3 - BUDGETARY INFORMATION (Continued)**

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

#### **NOTE 4 - DEPOSITS AND INVESTMENTS**

#### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### **Investments**

The District's investments were held as follows at September 30, 2022:

	Amo	ortized cost	Credit Risk	Maturities
US Bank Mmkt 5	\$	839,343	S&P A-1+	N/A
	\$	839,343		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – the bond indenture determines the allowable investments and maturities, while any surplus funds are covered by the alternative investment guidelines and are generally of a short duration thus limiting the District's exposure to interest rate risk.

The Bond Indenture limits the type of investments held using unspent proceeds. The District's investments listed above meet these requirements under the indenture.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

#### **NOTE 4 - DEPOSITS AND INVESTMENTS (Continued)**

#### **Investments (Continued)**

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

#### NOTE 5 - INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2022 were as follows:

Fund	F	Receivable	Payable		
General	\$	-	\$	9,613	
Debt service		9,613			
Total	\$	9,613	\$	9,613	

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the debt service fund relate to assessments collected in the general fund that have not yet been transferred to the debt service fund.

#### **NOTE 6 - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	E	Beginning				Ending
		Balance	Additions		eductions	Balance
Governmental activities						
Capital assets, being depreciated						
Stormwater Management	\$	6,944,309	\$ -	\$	-	\$ 6,944,309
Road & Street Facilities - Paving		1,965,721	-		-	1,965,721
Other Physical Environment - Landscaping		120,577	-		-	120,577
Total capital assets, being depreciated		9,030,607	-		-	9,030,607
Less accumulated depreciation for:						
Stormwater Management		479,706	277,772		-	757,478
Road & Street Facilities - Paving		172,001	98,286		-	270,287
Other Physical Environment - Landscaping		14,067	8,038		-	22,105
Total accumulated depreciation		665,774	384,096		-	1,049,870
Total capital assets, being depreciated, net		8,364,833	(384,096)		-	7,980,737
Governmental activities capital assets, net	\$	8,364,833	\$ (384,096)	\$	-	\$ 7,980,737

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$116 million of which approximately \$47,500,000 would be financed as public improvements and the remainder would be funded by the Developer. The District conveyed a total of \$6,482,371 of improvements to other governmental entities during prior fiscal years.

#### **NOTE 7 - LONG TERM LIABILITIES**

On December 19, 2019, the District issued \$16,735,000 of Capital Improvement Revenue Bonds, Series 2019, consisting of term bonds with due dates ranging from May 1, 2021 to May 1, 2050 and interest rates ranging from 3.0% to 4.0%. The Bonds were issued to finance a portion of the cost of acquiring, constructing and equipping the Series 2019 Project. Interest is paid semiannually on each May 1 and November 1, commencing May 1, 2020. Principal on the Series 2019 Bonds is paid serially commencing on May 1, 2021 through May 1, 2050.

The Series 2019 Bonds are subject to redemption at the option of the District prior to their maturity as set forth in the Bond Indenture. The Series 2019 Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity, if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to bill special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning					Ending	Due Within
	Balance	A	dditions	R	eductions	Balance	One Year
Governmental activities							
Bonds payable:							
Series 2019	\$ 16,420,000	\$	-	\$	(325,000)	\$ 16,095,000	\$ 335,000
Plus: original issue premium	52,212		-		(1,800)	50,412	
Total	\$ 16,472,212	\$	-	\$	(326,800)	\$ 16,145,412	\$ 335,000

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending	Governmental Activities							
September 30:		Principal Interest				Total		
2023	\$	335,000	\$	621,660	\$	956,660		
2024		345,000		611,610		956,610		
2025		355,000		601,260		956,260		
2026		365,000		590,610		955,610		
2027		380,000		578,200		958,200		
2028-2032		2,110,000		2,885,410		4,995,410		
2033-2037		2,565,000		2,244,000		4,809,000		
2038-2042		3,125,000		1,688,000		4,813,000		
2043-2047		3,825,000		1,009,000		4,834,000		
2048-2050		2,690,000		218,200		2,908,200		
	\$	16,095,000	\$	11,047,950	\$	27,142,950		

#### **NOTE 8 – DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

Based on the Bond Financing agreement, the Developer has advanced funds during the prior year. The agreement provides for the repayment of the advances from future bond proceeds, which occurred subsequent to fiscal year end as disclosed in Note 12. The District owes the Developer \$307,756 as of September 30, 2022, which is reflected on the balance sheet of the capital projects fund. The amount was paid in full using proceeds from the issuance of Series 2022 Bonds subsequent to fiscal year end.

#### NOTE 8 – DEVELOPER TRANSACTIONS (Continued)

During the current year the District entered into a short term note agreement whereby the Developer has agreed to lend the District up to \$200,000 payable within one year in order to finance the costs associated with freeze damage repairs. In connection with the agreement, as of September 30, 2022 the District owes the Developer \$112,725, which is recorded in the general fund. Subsequent to year end the Developer provided an additional \$80,538 to the District.

#### **NOTE 9 – DEFICIT FUND EQUITY**

The general fund had a deficit fund balance of (\$175,618) at September 30, 2022. The deficit will be covered by assessments collected in the subsequent period.

#### **NOTE 10 - CONCENTRATION**

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

#### **NOTE 11 - MANAGEMENT COMPANY**

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

#### **NOTE 12 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception.

#### **NOTE 13 – SUBSEQUENT EVENTS**

#### **Bond Issuance**

Subsequent to fiscal year end, the District issued \$15,660,000 of Series 2022 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2027 - May 1, 2053 and fixed interest rates ranging from 5.0% to 5.90%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The District repaid the capital projects fund Developer liability of \$307,756 using proceeds from the Series 2022 Bonds.

#### **Acquisition of Improvements**

Subsequent to fiscal year end, the District paid the Developer a total of \$12,503,438 for the cost of acquiring infrastructure improvements using proceeds from the Series 2022 Bonds.

#### **NOTE 14 – LITIGATION & CLAIMS**

In Fiscal Year 2022, the District terminated its Landscape and Irrigation Services Agreement with Landscape Maintenance Professionals, Inc. ("LMP"). LMP has submitted invoices to the District, and which the District disputes any amounts on the basis that LMP did not fulfill the contract terms and caused damages to the District's landscaping through LMP's negligence. At this time, we do not express a judgement as to LMP's claim or the likelihood on an outcome.

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

							riance with
	Decilerate	۸			A = (1		al Budget -
	 Budgeted A	4mo		,	Actual	Positive	
	 Original		Final	F	Amounts	(1	Negative)
REVENUES							
Assessments	\$ 375,672	\$	351,095	\$	358,473	\$	7,378
Total revenues	375,672		351,095		358,473		7,378
EXPENDITURES							
Current:							
General government	175,647		108,255		201,467		(93,212)
Maintenance and operations	200,025		433,364		410,854		22,510
Total expenditures	 375,672		541,619		612,321		(70,702)
Excess (deficiency) of revenues							
over (under) expenditures	-		(190,524)		(253,848)		(63,324)
OTHER FINANCING SOURCES							
Note proceeds			200,000		-		(200,000)
Total other financing sources	 -		200,000		-		(200,000)
Net change in fund balances	\$ -	\$	9,476		(253,848)	\$	(263,324)
Fund balances - beginning					78,230		
Fund balance - ending				\$	(175,618)		

## LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2022 was amended to decrease revenues by \$24,577, increase appropriations by \$165,947, and increase other financing sources by \$200,000.

#### LT RANCH COMMUNITY DEVELOPMENT DISTRICT SARASOTA COUNTY, FLORIDA OTHER INFORMATION – DATA ELEMENTS REQUIRED BY FL STATUTE 218.39(3)(C) UNAUDITED

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	4
Employee compensation for FYE 9/30/2022 (paid/accrued)	0
Independent contractor compensation for FYE 9/30/2022	\$114,442.64
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Series 2022-1	\$2,380,000
Series 2022-2	\$13,280,000
Budget variance report	See page 22 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2022	Not applicable
Ad valorem taxes collected FYE 9/30/2022	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - \$367.33-\$629.71
	Debt service - \$1,214.82-\$1,822.23
Special assessments collected FYE 9/30/2022	\$1,333,109.43
Outstanding Bonds:	
Series 2019, due May 1, 2050	see Note 7 for details



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

To the Board of Supervisors LT Ranch Community Development District Sarasota County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of LT Ranch Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 20, 2023.

#### **Report on Internal Control Over Financial Reporting**

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

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

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

#### **Report on Compliance and Other Matters**

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

#### **Purpose of this Report**

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

March 20, 2023

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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors LT Ranch Community Development District Sarasota County, Florida

We have examined LT Ranch Community Development District, Sarasota County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of LT Ranch Community Development District, Sarasota County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 20, 2023

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors LT Ranch Community Development District Sarasota County, Florida

#### **Report on the Financial Statements**

We have audited the accompanying basic financial statements of LT Ranch Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2022 and have issued our report thereon dated March 20, 2023.

#### **Auditor's Responsibility**

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

#### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 20, 2023, should be considered in conjunction with this management letter.

#### **Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

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

We wish to thank LT Ranch Community Development District, Sarasota County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 20, 2023

Byan & association

#### REPORT TO MANAGEMENT

#### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

#### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

#### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

- 4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
- 5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
- 6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
- 7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

Pare														
Signature   Sign	SUMMARY OF BID PROPOSALS RECEIVED		2/1/2023			Prepared by Calvir	n, Giordano & Assoc	ciates, Inc.						
CGA Project No. 20-4690   Signature   Down to Earth Landscape & Imigation   Down to Earth Landscape & Imigation   Mor 1, 2023 - Rey 100, 2024   Out 1, 2024 - Rey 100, 2025   Out 1, 202	FOR: LT Ranch Community Development District					I hereby certify that	t the following is a tr	rue						
CGA Project No. 20-4690   Signature   Down to Earth Landscape & Imigation   Down to Earth Landscape & Imigation   Mor 1, 2023 - Rey 100, 2024   Out 1, 2024 - Rey 100, 2025   Out 1, 202						summary of propos	sals received:							
Signature   Sign			CGA Project No. 2	0_4050		, , ,								
Down to Earth Landscape & Irrigation   Down to Earth Landscape & Irrigation   Down to Earth Landscape & Irrigation   Surry Grove Lancacee   Surry Grove Lancacee & Irrigation   Surry Grove Lancacee   Surry Gro			COATTOJECTNO. 2	0-4030	Ciana atuma					Deter				
Mart   1,2023 - Sept 30, 2025   Mart   1,2023 - Sept 30, 202					Signature					Date.				
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DESCRIPTION    DESCRIPTION   D			Mar 1, 2023 -	Sept 30.2023	Oct 1, 2023 - 5	Sept 30, 2024	Oct 1, 2024 - 5	Sept 30, 2025	Mar 1, 2023 - 9	Sept 30,2023	Oct 1, 2023 -	Sept 30, 2024	Oct 1, 2024 -	Sept 30, 2025
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1.06 Part 6 1 \$3.753.75 \$3.753.75 \$6.622.20 \$6.826.89 \$5.826.89 \$7.166.25 \$7.166.25 \$12.285.00 \$12.285.00 \$12.653.55 \$12.														
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Grand Subtotal \$199,326.73 \$351,948.76 \$362,520.14 \$181,465.87 \$311,084.36 \$3320,416.8  Down to Earth: GRAND TOTAL (PARTS 1, 2, 3, and 4) This is what contract will be written for without add alternates to contract with District right to accept or reject sections to be included in contract.  Sunnygrove: GRAND TOTAL (PARTS 1, 2, 3, and 4) This is what contract will be written for without add alternates. Parts 5 and 6 will be written for without add alternates. Parts 5 and 6 will be written for without add alternates. Parts 5 and 6 will be included in contract.	1.06 P	art 6 1	\$3,753.75	\$3,753.75	\$6,622.20	\$6,622.20	\$6,826.89	\$6,826.89	\$7,166.25	\$7,166.25	\$12,285.00	\$12,285.00	\$12,653.55	\$12,653.55
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# LT RANCH COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE | IRRIGATION | CONTRUCTION | GOLF



JAMES P.
WARD

**District Manager** 

LT Ranch Community Development District 9990 Coconut Road, Suite 346

Bonita Springs 34125 Phone: 954-658-4900

Email: JimWard@JPWardAssociates.com

Proposal issued:

February 16, 2023

Proposal valid for 60 days





LT RANCH CDD

c/o Calvin, Giordano and Associates 9990 Coconut Road, Suite 346, Bonita Springs, FL 34124

RE: LT RANCH CDD - Landscape and Irrigation Maintenance Request for Proposal

Dear James P. Ward,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are very familiar with this property and even more confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards our customers require and constantly seek to be the "Service Provider of Choice" in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

#### **INTEGRITY**

• We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

#### COMMUNITY

 We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

#### **ACCOUNTABILITY**

 We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

#### RELENTLESSNESS

• We are constant in our efforts to provide solutions to customers and to satisfy their needs.

#### **EXCELLENCE**

 We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision while experiencing the Down To Earth Difference!

Respectfully,

Nathan Peirce Senior Business Development Manager 813-597-4419 Nathan.peirce@down2earthinc.com



## **COMPANY OVERVIEW**

WHO WE ARE AND WHAT MAKES US DIFFERENT



## EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, fullservice landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.



## **ABOUT US**

Founded in 1989 as a landscape & irrigation installation company, DTE expanded to include a landscape maintenance division and golf division to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

#### **OUR GOAL**

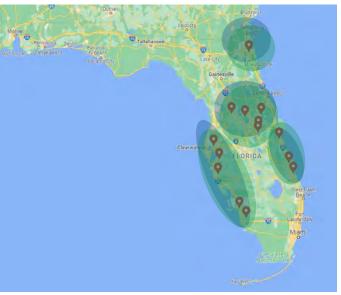
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our "ICARE" values and offer a service that brings "Natural Joy" to our customers.

#### CERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

#### 450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

#### **LOCATIONS**

#### CENTRAL

Lake Nona Mount Dora Orlando Sanford

The Villages

#### **NORTH**

**Jacksonville** 

#### SOUTHEAST

Vero Beach Fort Pierce Viera

#### **SOUTHWEST**

Sarasota Ruskin Fort Myers Naples Tampa



## **COMPANY SAFETY PLAN**

**OUR NUMBER ONE PRIORITY** 



#### THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

#### **HIRING PROGRAM**

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our "Green Vest Training" program that focuses on the safe operation of all equipment and machinery.

## PREVENTATIVE MAINTENANCE PROGRAM

 Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.

#### SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly Vehicle Condition Report to ensure that all repairs and maintenance have been completed.
- Monthly Branch & Site Audits to ensure compliance.



# LICENSES, CERTIFICATIONS, & INSURANCE BONDING







	FNGLA.
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To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified

   Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.



# COI / WORKERS' COMPENATION CERTIFICATE

REP IMP If SI this	RTIFICATE DOES N	CI	ERT	IFICATE OF LIA	BILITY INS	URANC	E		/2022	
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	CER	7 (0) (0) (0)			CONTACT NAME: Karla Cast		47.45			
	win Krystyn Sherm Summerlin Comm				PHONE (A/C, No. Ext): 239 33:	2.0151	FAX (A/C, No):			
	Myers FL 33907	2112 216 21 21D 2			E-MAIL ADDRESS: Karla Ca					
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URE	in.			License#: L002281 SEASSER-01	INSURER A Pennsyl				12262	
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\*For Information Purposes Only\*

AUTHORIZED REPRESENTATIVE



## **W9 CERTIFICATE**

Form W-9
(Rev. October 2018)
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

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

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

Interna	al Hevenue Service Go to www.irs.gov/rommw9 for instructions and the lates	st informatio	n.									
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
Print or type. Specific Instructions on page 3.	SSS Down To Earth Opco II, LLC											
	Business name/disregarded entity name, if different from above											
	Down To Earth II											
	3 Check appropriate box for lederal tax classification of the person whose name is entered on line 1. Che following seven boxes.	eck only <b>one</b> of	the	cer	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership single-member LLC	1	Exempt payee code (if any)									
84	X Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	4										
Print or type.	Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the o another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	000	Exemption from FATCA reporting code (if any)									
G	Other (see instructions)	(App	(Applies to accounts mail interned outside to U.S.)									
S	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's n	ester's name and address (optional)									
See	2701 Maitland Center Parkway, Sulte 200											
0,	6 City, state, and ZIP code											
	Maitland, FL 32751											
	7 List account number(s) here (optional)											
Pa	Taxpayer Identification Number (TIN)											
	r your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	3,04	al s	ecurity	mum y	ber						
	tup withholding. For individuals, this is generally your social security number (SSN). However, for lent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later, For other	or a					-			Г		
	ies, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a							- 1			
TIN, I		or										
	: If the account is in more than one name, see the instructions for line 1. Also see What Name a	and Emp	loye	er iden	tificat	ion n	umb	er		]		
Numi	ber To Give the Requester for guidelines on whose number to enter.	3	7	-	8	3	4	6	0 7			
Par	till Certification	4-4	-1	_	Ţ.			_	-1	1		
Unde	er penalties of perjury, I certify that:									_		
-	The state of the s	A CANADA				400						

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

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

Sign Here

U.S. person



Date ► 1/03/2023

#### **General Instructions**

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

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

#### Purpose of Form

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

• Form 1099-INT (interest earned or paid)

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

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

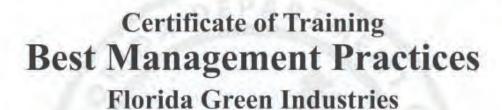
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GV917082-1

Certificate #

GV917082 Trainee ID #







The undersigned hereby acknowledges that

## Thomas S Lazzaro

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

TIVAL

T. Wichman

6/13/2021

Easil momel

Tom Wichman GI-BMP Statewide Coordinator Instructor

Date of Class

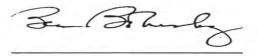
 The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

## Down To Earth Landscape & Irrigation

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2023







Member since 7/13/2017

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## **PARRISH, SHANE**

DOWN TO EARTH II
2701 MAITLAND CENTER PKWY STE 200
MAITLAND FL 32751

LICENSE NUMBER: SCC131152749

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

Date **June 16, 2022** 

File No. **JF9270** 

Expires June 1, 2023

THE **CERTIFIED PEST CONTROL OPERATOR** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2023** 

BRUCE WARSAW 900 BISHOP DR

ALTAMONTE SPRINGS, FL 32701

NICOLE "NIKKI" FRIED, COMMISSIONER

**Lawn and Ornamental** 

BUREAU OF LICENSING AND ENFORCEMENT

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BRUCE WARSAW
CERTIFIED PEST CONTROL OPERATOR

JF9270

ARTHUR SALITATION AND SALITATION OF THE SALITATI

Cut

here

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING  $\mathbf{June~1,2023}$ 

nicole buel Signature COMMISSIONER

Wallet Card Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650



## **APPROACH TO SERVICES**

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.





## **30-60-90 DAY TRANSITION PLAN**

#### WHAT TO EXPECT

#### First 30 Days

- Meet with key stakeholders and residents to understand customer preferences
- Implementation of Down To Earth's CustomerLink™ work order system (if requested)
- Begin Initial Assessment Report Information
- Conduct Soil Tests throughout the community (Optional)
- Begin Irrigation System Evaluation
- Identify all landscape issues and concerns
- Review / identify any safety concerns and existing damages
- Confirm Mow and Trim Detail Schedules Color Coded Mapping (Optional)
- Documentation with photos
- Plant and Turf Health Evaluation

#### 60 Days

- Continue Initial Assessment Report Information with corrective action recommendations to the management team
- Review Soil Tests and report findings with recommendations (Optional)
- Provide a site-specific agronomics plan and schedule
- Discuss irrigation system deficiencies with recommendations for proper corrections
- Discuss landscape issues and concerns with recommendations for proper corrections
- · Submit proactive proposals based on budgets and expectations

#### 90 Days

- Begin irrigation system corrections/repairs based on findings
- Conduct turf replacement if required and approved
- Landscape replacement and enhancements for the common area(s)
- Implement proper fertilizer blends based on soil tests and contract specifications
- Update and revise mow and detail schedules if needed to improve efficiencies
- Communicate with homeowners and management to make sure we are moving in the right direction for our new long-term partnership
- Implement regular ride-thru inspections with management as needed
- Manage work orders effectively with our CustomerLink work order software
- Take action regarding soil sample results
- At the end of the 90-day transition



## 

#### **MOWING**

Each turf variety is mowed based on area and site conditions to prescribed heights.

#### **TRIMMING & EDGING**

Performed around beds, curbs, streets, trees, and buildings.

#### **IRRIGATION**

From system installation to regular checks & audits and ongoing maintenance of the irrigation system.

#### **FERTILIZATION**

Property specific blends are applied using proper fertilization techniques by licensed professionals.

## INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

## PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

#### TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

#### **MULCHING**

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

#### **ANNUAL FLOWERS**

Proper spacing will utilized per plant species variety to ensure proper growth.

#### **DESIGN & INSTALL**

In house capability to provide full design and install of new material to bring your vision to life.

## STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested. For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtelandscape.com/all-services/

Note: Detailed scope of services included with pricing and contract.



## STATE OF THE ART SERVICE

## LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.







#### UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

 We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.

#### INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

 When it comes to tree care. Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a bestin-class hybrid approach utilizing the expertise of in-house and vendorpartnered International Society of Arboriculture (ISA) Certified Arborists.

## INTEGRATED PEST MANAGEMENT (IPM)

 We have an industryleading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, sciencebased process that combines biological, physical, and chemical tools to reduce threats from pests in a way that minimizes overall economic, health and environmental risks.



# **CUSTOMER SERVICE**& COMMUNICATION

#### CUSTOMERLINK™ WORK ORDER SYSTEM

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink<sup>TM</sup> include:

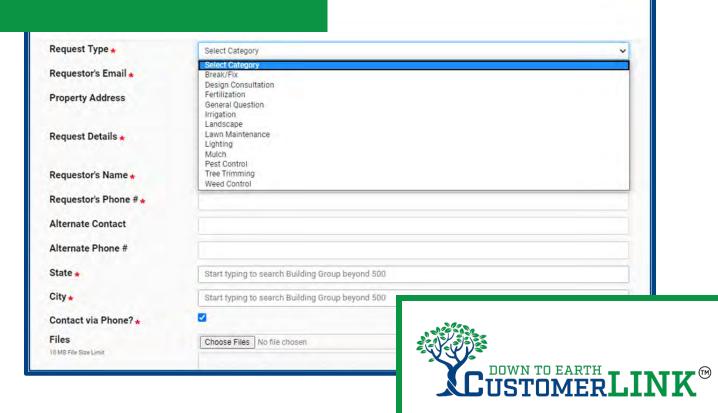
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

# TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY

#### **CUSTOMER COMMITMENT**

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number





DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.



## SUPPLEMENTAL CREWS

 Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition.
 Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

## **NECESSARY EQUIPMENT**

 While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations.
 DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

## PREVENTATIVE MEASURES

 For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.

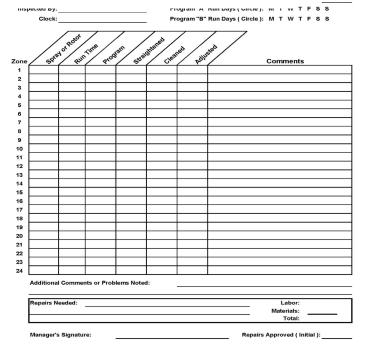


When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.



## **SERVICE REPORTS**

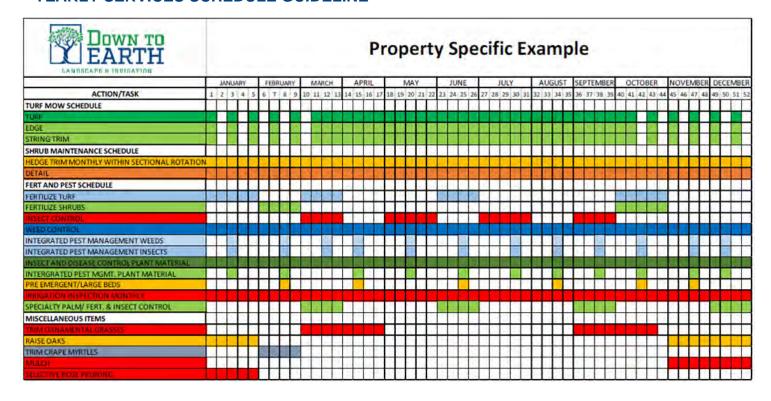
#### MONTHLY IRRIGATION REPORT



#### **MONTHLY LAWN & ORNAMENTAL REPORT**

Contractor:	P	roperty:	Date	1 1
Name -	licator information:	Turf Application	Scheduled	1 Application
I.D. Card # -		Prnamental Application	1	Service Call
	Turf Application Informa	tion	Ornamental App	olication Information
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Uguid: Granular: Granular: Application Rate: (Re. N.) 1000 34, FL.)	Liquid: Herbicide(s) Used:  1)  2)  Area(s) Treated:	Fungicide / Insecticide Used:  1) Target Post: Area(s) Treated:	Granular:  1) Analysis  Patres:  Annuals	Fungicide / Insecticide Usec  1)  Tanget Pest  Planss(s) Treated
Area(s) Treated:  Analysis:  Application Rate:	Granuler Herbicide Used	2) Target Pest	Plants All Solected 2) Analysis:	Target Peet:
I Ins. N / 1000 Bq. Pt. ) Area(s) Treated:	Area(s) Treated:	Area(s) Treated:	Annuals All Selected	Target Peet Plants(s) Treated
Report Item #(s)	Report Item #(s)	Report Item #(s)	Report item #(s)	Report Item #(s)
Comments & Observation	5:			

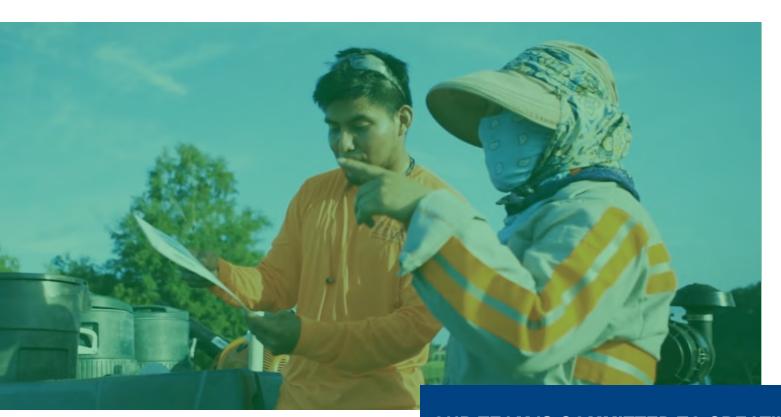
#### YEARLY SERVICES SCHEDULE GUIDELINE





## **PERSONNEL**

**MEET THE TEAM** 



Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

OUR TEAM IS COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU



## **ORGANIZATIONAL CHART**





# YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.



#### REGIONAL OPERATIONS LEADER

- Paul Richau Paul.richau@down2earthinc.com
- Leads the region and provides support and resources.

#### **BRANCH MANAGER**

- Stephen Smith Stephen.smith@down2earthinc.com
- Leads multiple field teams and is responsible for the operations for your property.

#### **ASSISTANT BRANCH MANAGER**

- Tom Loboda Thomas.loboda@down2earthinc.com
- Manages the on-site maintenance crews as the primary onsite point of contact.

#### **BUSINESS DEVELOPMENT**

- Nathan Peirce Nathan.peirce@down2earthinc.com
- Provides key information on services to ensure a smooth onboarding process.

#### **DIRECTOR OF IRRIGATION**

- Richard Manley Rick.manley@down2earthinc.com
- Leads multiple teams throughout the region, provides support and resources



# MAINTENANCE PROJECTS & REFERENCES



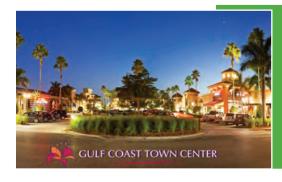
## **ARTISAN LAKES**

 Artisan Lakes Parkway Palmetto, FL 34221



# COUNTRY CLUB EAST

 Player's Drive Bradenton, FL 34202



# GULF COAST TOWN CENTER

 9903 Gulf Coast Main St. Fort Myers, FL



## HERTIAGE LAKE PARK CDD

Heritage Lake Blvd.
 Punta Gorda, Florida

Additional contact information for references can be provided separately upon request.



# MAINTENANCE PROJECTS & REFERENCES



## Independence HOA

• Winter Garden, Florida



## Providence HOA

Davenport, Florida



## Bella Collina

Montverde, Florida



# Riverbend at Cameron Heights

• Sanford, Florida



## The Quarry

Naples, Florida

Additional contact information for references can be provided separately upon request.



# Bond and Financial Capability



January 1, 2023

Down To Earth 2701 Maitland Center Parkway Suite 200 Maitland, FL 32751 Attn: Johann Fiallo, Estimating Manager

Re: Letter of Bond-ability

Dear Johann,

It has been the privilege of Brunswick Companies and Hanover Insurance Company to provide surety bonds on behalf of Down to Earth for over 6 years, during which time Down To Earth has performed and we have issued performance and payment bonds for contracts valued in the range of \$5,000,000. In our opinion, Down To Earth remains properly financed, well equipped, and capably managed.

At the present time, Hanover Insurance Company provides a \$5,000,000 single project / \$15,000,000. aggregate surety program to Down To Earth. As always, Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Therefore, Down To Earth has 100% bonding capabilities for the above captioned project.

Hanover Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A(XV) by A.M. Best Company and is licensed to do business in the State of Florida.

Regards,

Mark Levinson

Attorney-in-Fact, Hanover Insurance Company

Sr. VP. Brunswick Companies

Mark Levinson



#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

SSS Down To Earth Opco II LLC 2701 Maitland Center Parkway, Suite 200 Maitland, FL 32751

#### OWNER:

(Name, legal status and address)
LT Ranch Community Development District
9900 Coconut Rd. Suite 346
Bonita Springs, FL34125

BOND AMOUNT: \$5,000 Five Thousand Dollars and no/100

#### SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

#### PROJECT:

(Name, location or address, and Project number, if any)
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Lorraine Road
Sarasota, FL 34241

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond

Signed and sealed this

day of February, 2023

(Witness)

SSS Down To Earth Opco, II LLC
(Principal)
(Title)

The Hanover Insurance Company
(Surety)
(Seal)

(Title) Todd Stein Attorney-in-fact

#### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

#### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mark Levinson, Todd Stein, and/or Jeff McQuate

Of Brunswick Companies of Fairlawn, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of April, 2022.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

Executive Vice President

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

H Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS COUNTY OF WORCESTER

On this 19th day of April, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS Notary Public
COMMONWEALTH OF MASSACHUSETTS My Commission Expires June 15, 2023

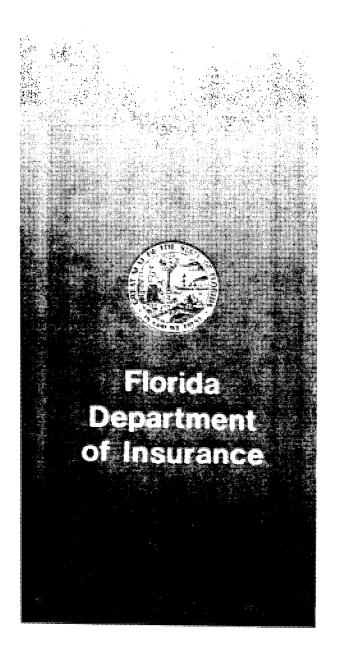
Arleen V. Simons, Notary Public My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_16\_\_ day of \_February\_

THE HANDVER INSURANCE COMPANY THE HANDVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA
John A. Rowedder, Vice President

CERTIFIED COPY



## THE HANOVER INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: January 15, 1915

No. 92-13-5129825

Tom Gallagher Treasurer and Insurance Commissioner



### State of Florida

INSURANCE DEPARTMENT TALLAHASSEE, FLORIDA

CUMPANY LICENSE AND CERTIFICATE OF AUTHORITY

CHOUSE

HANOVER INSURANCE COMPANY 100 NORTH PARKWAY ADRCESTER: MA 01605-1396

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<u>u6</u>	01	90	10	01	01386	780464C1	200.00	01386	05	31	91
IS	SUE DA	ATE	TYPE	CLASS	LICENSE OR PERMIT NUMBER		TAXES & FEES	SALIBILITY		PIRATIO	

FAVING FILED A SATISFACTORY FINANCIAL STATEMENT IN ACCORDANCE WITH THE LAWS GUVERNING SUCH COMPANY, OR ASSOCIATION, IS HEREBY AUTHORIZED TO WRITE THE FOLLOWING COVERAGES IN THE STATE OF FLURIDA, SUBJECT TO COMPLIANCE BY SAID COMPANY WITH ALL APPLICABLE LAWS OF FLURIDA.

- CLU FIRE
- 020 ALLIED LINES
- 040 HUMEDWNERS MULTI PERIL
- 050 COMMERCIAL MULTI PERIL
- 080 UCEAN MARINE
- 090 INLAND MARINE
- 160 WORKMENS COMPENSATION
- 170 UTHER LIABILITY
- 192 PRIVATE PASSENGER AUTO LIABILITY
- 194 COMMERCIAL AUTO LIABILITY
- 211 PRIVATE PASSENGER AUTO PHYSICAL DAMAGE
- 212 CUMMERCIAL AUTO PHY DAMAGE
- 220 AIRCRAFT RATES UNCONTROLLED
- 230 FIDELITY
- 240 SURETY
- 250 GLASS
- 200 JURGLARY AND THEFT
- 270 BUILER AND MACHINERY
- 280 CREDIT



#### The Hanover Insurance Company, Bedford, New Hampshire Assets and Liabilities as of December 31, 2021

ASSETS	2021
Cash in Banks (Including Short-Term Investments)	\$ (26,073,903)
Bonds and Stocks	\$7,342,621,223
Other Admitted Assets	\$2,375,297,662
Total Admitted Assets	\$9,691,844,982
LIABILITIES, CAPITAL AND SURPLUS	
Reserve for Unearned Premiums	\$2,084,307,307
Reserve for Loss and Loss Expense	\$4,360,370,827
Reserve for Taxes	\$ 15,001,990
Funds held under reinsurance treaties.	S 1,685,123
Reserve for all other liabilities	\$ 517,187,948
Capital Stock - \$1.00 par \$ 5,000,000	
Net Surplus	
Policyholders' Surplus	\$2,713,291,787
Total Liabilities, Capital and Surplus	\$9,691,844,982

#### COMMONWEALTH OF MASSACHUSETTS

#### COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2021.

Jeffrey Farber

**Assistant Treasurer** 



## Bid Forms and Addendum

#### AFFIDAVIT REGARDING PROPOSAL

STATE OF	FLORIDA	
COUNTY OF	ORANGE	_

Before me, the undersigned authority, appeared the affiant, \_\_TOM LAZZARO\_\_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

- 1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CHIEF EXECUTIVE OFFICER for SSS DOWN TO EARTH OPCO II LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the LT Ranch Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
- 3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
- 4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
- 5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: EMAIL DATED 2.07.2023 & EMAIL DATED 2.10.2023
- 6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the notice of the Request for Proposals, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.
- 7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

	Dated this _	9th	day of	FEBRUARY	, 20 <u>23</u>	÷		
				Ву: ТОМ	SSS DOWN LAZZARO CHIEF EXE	10m	some	O
STATE O	F FLORIDA OF ORANG	=						
	The foregoing i	nstrument		ed before me by mea				
day	The foregoing i	nstrument IRY IN TO EA	20_23, b	LLC TOM L	AZZARO	as CHI	online notarization IEF EXECUTIVE O ay in person, and w	FFICER of

Addendum 1

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

DATE: February 7<sup>th</sup>, 2023

TO: All Respondents (via email)

FROM: Richard Freeman – Construction Inspector

From: Richard Freeman < Rfreeman@cgasolutions.com>

Sent: Tuesday, February 7, 2023 3:46 PM

**To:** Nathan Peirce <nathan.peirce@down2earthinc.com>; Nathan Sorensen <nsorensen@mainscape.com>; Jason Stafford <jason@sunnygrove.com>;

Aisrael@unitedlandservice.com

**Cc:** Bruce Bernard <BBernard@cgasolutions.com> **Subject:** Addendum 1 LT Ranch Landscape Bid

First image her is the main entrance, including the round-about. I have made a note to include mowing 3 feet behind the shrub/bush line on the north side. This is correct.



2<sup>nd</sup> image here is the autumn breeze drive connection to Lorraine Road. This is correct.



3<sup>rd</sup> image here is the main entrance of the HOA. There was an onsite addendum made where the incumbent HOA landscape provider mentioned they would take care of the entire lake and so the CDD contract is to include the St. Augustine area up to the first bed on both sides of the entrance. This is correct.



**Richard Freeman**Construction Inspector | Fort Lauderdale Office



Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct Line: 954.766.2709 | Fax: 954.266.6498 Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie







Addendum 1 (Continued)

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

DATE: February 10<sup>th</sup>, 2023

TO: All Respondents (via email)

FROM: Richard Freeman - Construction Inspector

From: Richard Freeman < Rfreeman@cgasolutions.com>

Sent: Friday, February 10, 2023 12:12 PM

**To:** Nathan Peirce <nathan.peirce@down2earthinc.com>

Cc: Nathan Sorensen <nsorensen@mainscape.com>; Aisrael@unitedlandservice.com; Jason Stafford

<jason@sunnygrove.com>; Jere Earlywine <jere@kelawgroup.com>; Bruce Bernard

<BBernard@cgasolutions.com>

Subject: Re: LTR Landscaping RFP Addendum " Please Read"

Follow the addendum instructions 1,2,3 and 4 need to be part of the bid 5 and 6 are alternates. We will be able to figure it out durning the review process.

#### **Richard Freeman**

Construction Inspector | Fort Lauderdale Office

Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct Line: 954.766.2709 | Fax: 954.266.6498

Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

**From:** Richard Freeman < <a href="mailto:Rfreeman@cgasolutions.com">Rfreeman@cgasolutions.com</a>>

Sent: Thursday, February 9, 2023 5:12 PM

**To:** Nathan Peirce <<u>nathan.peirce@down2earthinc.com</u>>; Nathan Sorensen <<u>nsorensen@mainscape.com</u>>; <u>Aisrael@unitedlandservice.com</u>; Jason Stafford <<u>jason@sunnygrove.com</u>>

Cc: Jere Earlywine <jere@kelawgroup.com>; Bruce Bernard <BBernard@cgasolutions.com>

Subject: LTR Landscaping RFP Addendum " Please Read"

Please see addendum.

It states that **Parts 1,4,5,6** to be included in contract without add alternates. **1,2,3**, and **4** needs to be added to the contract.

Then Parts 2 and 3 (fertilizer and pest control services) would be as "add alternates" to the contract. No, 2 and 3 needs to be included in the contract.

I assume **Parts 5 and 6** - Mulch and Annual flowers would be the "add alternates" rather than parts 2 and 3 but want to make sure with you all as this will directly affect all bidders. **Yes, 5** and 6 are add alternates.

Do you know how many irrigation zones there are? Approximately 174.

What is the anticipated start date for the project? Decision date? April 1, 2023.

As mentioned in person, if your arborist has an update palm count that the CDD is responsible for, that would be fantastic.

Approximately: 420 cabbage palms 89 ribbon palms 56 royal palms 3 medjools

The second entrance to the HOA on Lorraine Road and Sky Ranch Blvd, the CDD is responsible for everything up to the gate correct? As that is what the RFP map currently describes. Or, should we mirror how the first entrance is split and maintained? Please mirror how the first entrance is split.

Lastly, is there a rough distance calculated on how long the Shell walkway is? If not, I can always walk and measure it if need be. Approximately 3450 feet.

First image her is the main entrance, including the round-about. I have made a note to include mowing 3 feet behind the shrub/bush line on the north side. This is correct.



2<sup>nd</sup> image here is the autumn breeze drive connection to Lorraine Road. This is correct.



3<sup>rd</sup> image here is the main entrance of the HOA. There was an onsite addendum made where the incumbent HOA landscape provider mentioned they would take care of the entire lake and so the CDD contract is to include the St. Augustine area up to the first bed on both sides of the entrance. This is correct.



#### **Richard Freeman**

Construction Inspector | Fort Lauderdale Office



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Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie







# PROPOSAL FORM PRICING YEAR 1

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

General Lands	cape Maintenance	\$	234,041.00 Yr
PART 2			
Fertilization	(All labor and materials)	\$	19,910.00 Yr
(Include all turi	f pesticide/herbicide/fungicide mixtures yo	u intend to use throughou	t the year)

PART 1

	ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,853.34	
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$926.66	
MAY	15-0-15	1	2,688	\$1,305.75	
OCTOBER	20-0-10	1	2,688	\$1,305.75	
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,853.33	

	BAHIA (per specifications in Part 2)					
MONTH	FORMULA APPLICATION RATE TOTAL POUNDS COST PER (LBS. N/1000 SF) PRODUCT TO BE APPLICATION APPLIED					
FEBRUARY	20-0-10 + PRE M	1	378	\$347.50		
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$173.75		
OCTOBER	LIQUID (FE) IRON	-	0	\$134.26		
NOVEMBER	20-0-10 + PRE M	1	378	\$347.50		

	ZOYSIA (per specifications in Part 2)					
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION		
FEBRUARY	20-0-10 + PRE M	1	126	\$115.83		
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$57.92		
MAY	15-0-15	1	168	\$97.93		
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$57.92		
NOVEMBER	20-0-10 + PRE M	1	126	\$115.83		

	SHRUB, TREE & GROUND COVER (per specifications in Part 2)				
MONTH FORMULA APPLICATION RATE TOTAL POUNDS COST PER (4-6 LBS. / 1000 SQ FT. PRODUCT TO BE APPLICATION APPLIED					
MARCH	10-0-10	4.0	11,840	\$1,595.59	
JUNE	10-0-10	4.0	11,840	\$1,595.59	
OCTOBER	10-0-10	4.0	11,840	\$1,595.59	

PALMS (per specifications in Part 2)				
MONTH	FORMULA	TOTAL POUNDS PRODUCT TO BE	COST PER APPLICATION	
CANOPY) APPLIED				
FEBRUARY	BRUARY 8-2-12 +Micro 1.5 per 100sf		1,413	\$2,143.32
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,143.32
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,143.32

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3
--------

Pest Control (All labor and materials) \$ \_\_\_\_\_\_\_ 16,289.00 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

#### **Application of Top Choice for annual treatment of Fire Ants**

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

#### PART 4

Irrigation (All labor and materials) \$ \_\_\_\_\_/Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

#### PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells \$ 30,510.00 /CY (November Application)

210 CY Grade "A" Medium Pine Bark Mulch installed in select median locations \$ \_\_11,550.00 /CY (November Application)

Installation of Mulch \$ 42,060.00 /Yr

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

#### PART 6

**Annual Installation** (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates.

Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
<b>Parts</b>			
Part 1	\$234,041.00	\$241,062.23	\$248,294.10
Part 2	\$19,910.00	\$20,507.25	\$21,129.36
Part 3	\$16,289.00	\$16,778.24	\$17,281.59
Part 4	\$22,968.00	\$23,657.04	\$24,366.75
Total:	\$293,208.00	\$302,004.76	\$311,071.80

<b>Contract Part</b>	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 5	\$42,060.00	\$43,321.80	\$44,621.45
Part 6	\$6,435.00	\$6,622.20	\$6,809.40

Total:	\$48.495	\$49.944.00	<b>b</b> \$51.43	30.40
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\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

#### PROPOSAL FORM PRICING YEAR 2

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

General Landscape Maintenance	\$	241,062.23 Yr
PART 2		
Fertilization (All labor and materials)	\$	20,507.25 Yr
(Include all turf pesticide/herbicide/fungicide mi	ixtures you intend to use throughou	it the year)

PART 1

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,908.93
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$954.46
MAY	15-0-15	1	2,688	\$1,344.92
OCTOBER	20-0-10	1	2,688	\$1,344.92
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,908.93
1				

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	378	\$357.92
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$178.96
OCTOBER	LIQUID (FE) IRON	-	0	\$138.29
NOVEMBER	20-0-10 + PRE M	1	378	\$357.92

	ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
FEBRUARY	20-0-10 + PRE M	1	126	\$119.30	
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$59.66	
MAY	15-0-15	1	168	\$100.87	
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$59.66	
NOVEMBER	20-0-10 + PRE M	1	126	\$119.30	

SHRUB, TREE & GROUND COVER (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. / 1000 SQ FT.	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	4.0	11,840	\$1,643.46
JUNE	10-0-10	4.0	11,840	\$1,643.46
OCTOBER	10-0-10	4.0	11,840	\$1,643.46

	PALMS (per specifications in Part 2)			
MONTH	FORMULA APPLICATION RATE TOTAL POUNDS			COST PER
	(1.5 LBS. /100 SF PALM PRODUCT TO BE		PRODUCT TO BE	APPLICATION
	CANOPY)		APPLIED	
FEBRUARY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3
--------

Pest Control (All labor and materials)	\$16,778.24	′ Yr
--	-------------	------

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

# Application of Top Choice for annual treatment of Fire Ants For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. S 8,045.55/ Yr Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) \$ \_\_\_\_\_\_/Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

#### PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells \$ \_\_\_31,425.30 /CY (November Application)

210 CY Grade "A" Medium Pine Bark Mulch installed in select median locations \$ \_\_11,896.50 /CY (November Application)

Installation of Mulch \$ 43,321.80 /Yr

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

#### PART 6

**Annual Installation** (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates.

Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Parts Parts			
Part 1	\$234,041.00	\$241,062.23	\$248,294.10
Part 2	\$19,910.00	\$20,507.25	\$21,129.36
Part 3	\$16,289.00	\$16,778.24	\$17,281.59
Part 4	\$22,968.00	\$23,657.04	\$24,366.75
Total:	\$293,208.00	\$302,004.76	\$311,071.80

<b>Contract Part</b>	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 - Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 5	\$42,060.00	\$43,321.80	\$44,621.45
Part 6	\$6,435.00	\$6,622.20	\$6,826.89

Total:	\$48,495.00	\$49.944.00	\$51,448,34
I Otali	Ψ-10,-100.00	943.344.00	ΨΟ 1, Ο.Ο - 1

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

#### PROPOSAL FORM PRICING YEAR 3

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

General Lands	cape Maintenance	\$	248,294.10 Yr
PART 2			
Fertilization	(All labor and materials)	\$	21,129.36 Yr
	f pesticide/herbicide/fungicide mixtures yo	ou intend to use throughou	ut the year)

PART 1

		ST. AUGUSTINE (per specif	ications in Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,966.20
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$983.09
MAY	15-0-15	1	2,688	\$1,385.70
OCTOBER	20-0-10	1	2,688	\$1,385.70
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,966.20

	BAHIA (per specifications in Part 2)			
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	378	\$368.66
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$184.33
OCTOBER	LIQUID (FE) IRON	-	0	\$142.44
NOVEMBER	20-0-10 + PRE M	1	378	\$368.66

	ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION	
FEBRUARY	20-0-10 + PRE M	1	126	\$122.88	
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$61.45	
MAY	15-0-15	1	168	\$109.89	
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$61.45	
NOVEMBER	20-0-10 + PRE M	1	126	\$122.88	

	SHRUB, TREE & GROUND COVER (per specifications in Part 2)			
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. / 1000 SQ FT.	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	4.0	11,840	\$1,692.76
JUNE	10-0-10	4.0	11,840	\$1,692.76
OCTOBER	10-0-10	4.0	11,840	\$1,692.76

	PALMS (per specifications in Part 2)			
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER
		(1.5 LBS. /100 SF PALM	PRODUCT TO BE	APPLICATION
		CANOPY)	APPLIED	
FEBRUARY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3
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This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_8,286.92/ Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

#### PART 4

Irrigation (All labor and materials) \$\_\_\_\_\_\_/Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

#### PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells \$ \_\_32,368.06 /CY (November Application)

210 CY Grade "A" Medium Pine Bark Mulch installed in select median locations \$ 12,253.40 /CY (November Application)

Installation of Mulch \$ 44,621.45 /Yr

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

#### PART 6

**Annual Installation** (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates.

Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 - Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Parts Parts			
Part 1	\$234,041.00	\$241,062.23	\$248,294.10
Part 2	\$19,910.00	\$20,507.25	\$21,129.36
Part 3	\$16,289.00	\$16,778.24	\$17,281.59
Part 4	\$22,968.00	\$23,657.04	\$24,366.75
Total:	\$293,208.00	\$302,004.76	\$311,041.80

<b>Contract Part</b>	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 5	\$42,060.00	\$43,321.80	\$44,621.45
Part 6	\$6,435.00	\$6,622.20	\$6,809.40

	Total:	\$48,495,00	\$49.944.00	\$51.430.85
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\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.



# Scope of Services

#### **SCOPE OF SERVICES**

#### PART 1

#### **GENERAL LANDSCAPE MAINTENANCE**

- 1) MOWING All grass areas will be mowed on the following schedule:
- 2) Sod Square Footage 630,000/ Plant Bed Square Footage 370,000

March 15 – NOVEMBER 1 – Once a week NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of four (4) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 %) inches & Zoysia at a height of one (1) to one and one half (1 %) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the mulching kit must be left in the "closed" position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each mowing event. Contractor is to include in his proposal, all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No "extras" will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval.

Contractor will be required to maintain recreational trails within the preserves. This will include both shell rock and natural ground. Maintenance will include blowing-off trail, trimming of existing limbs or plants from protruding in trails, and weeding weeds within trail sections as needed.

**3) EDGING AND TRIMMING** — All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper 1) uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include always maintaining a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Skye Ranch. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch always pulled away from the base of ALL landscape lights, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

**Palms** - All palms (regardless of height) shall receive pruning as often as necessary to always appear neat and clean. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinate and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly always cultivated and maintained in an orderly fashion. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) the first offense will result in a VERBAL warning; the second offense will result in a second VERBAL warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. contractor will be held responsible for the replacement of all turf damaged by the application or overspray of Herbicides (selective or non-selective).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

6) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

#### PART 2

#### **FERTILIZATION**

Any fertilizer ordinance in place for Sarasota County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF SARASOTA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

#### **All Bahia Sod:**

February	A complete fertilizer based on soil tests + Pre M
May	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow- Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre M

#### **All Zoysia Sod:**

February A complete fertilizer based on soil tests + PreM

March Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF May SRN (Slow-Release) Nitrogen applied at 1.0 lbs. N/October Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF

November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg MUST be in slow-release form. All

micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting all rights to payment for the applications made without notification.

#### PART 3

#### **PEST CONTROL**

**Insects and Disease in Turf** - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

#### PART 4

#### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all the existing irrigation systems to date.

These inspections shall include:

- A. Irrigation Controllers
  - 1. Semi-automatic start of the automatic irrigation controller
  - 2. Check for proper operation
  - 3. Program necessary timing changes based on site conditions & time DST
  - 4. Lubricate and adjust mechanical components
  - 5. Test back up programming support devices
  - 6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.
- B. Water Sources
  - 1. Visual inspection of water source
  - 2. Test automatic protection devices

#### C. Irrigation Systems

- 1. Manual test and inspection of each irrigation zone in its entirety.
- 2. Clean, raise, replace heads as necessary
- 3. Adjust arc pattern and distance for required coverage areas
- 4. Clean out irrigation valve boxes

### PROPOSAL FORM EXPERIENCE

Has the Propo	ser performed work for a community development district previously? Yes $\overline{X}$ No
If yes, please p	provide the following information for each project (attach additional sheets if necessa
Project Name	Location: HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT
	IN FAIRCLOTH Contact Phone: 239-785-0675
	Description: LANDSCAPE MAINTENANCE
	of Contract: \$74,169.64
Scope of Servi	ces for Project: FULL SERVICE LANDSCAPE MAITENANCE, IRRIGATION, FERTILIZATION
AND PEST CO	ONTROL SERVICES FOR CDD AREAS
Dates	Serviced: FEBRUARY 2021 - PRESENT
•	ser's total annual dollar value of landscape and irrigation services work completed for a see (3) years starting with the latest year and ending with the most current year:
<u>2021 = </u>	\$115 MILLION
2020 =	\$109 MILLION
2019 =	\$100 MILLION

well. Attach additional sheets if necessary. Project Name/Location: ARTISAN LAKES MASTER / ESPLANADE / EAVE'S BEND/ EDGESTONE Contact: CATHERINE GANGLOFF Contact Phone: 727-415-4591 Type/Description: LANDSCAPE MAINTENANCE Dollar Amount of Contract: \_ \$1,598,542.00 How was the project similar to this project? \_\_FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL FOR THE AMENITY CENTERS, COMMON AREAS, ROADWAYS, TOWNHOMES, SINGLE FAMILY HOMES, AND VILLAS. Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): List of equipment used on site: \_\_\_\_SEE ATTACHED EQUIPMENT LIST List of subcontractors used: \_\_\_\_SEE ATTACHED SUB CONTRACTOR LIST Is this a current contract? Yes <u>x</u> No \_\_\_\_ Duration of contract: \_\_\_\_\_ **2018 - CURRENT** 

Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as

(	(Information regarding similar projects – continued)		
Project Name/Location: COUNTRY CLUB EAST MASTER ASSOCIATION			
(	Contact: CHARLES LOW Contact Phone: 941-210-4390		
1	Project Type/Description: LANDSCAPE MAINTENANCE SERVICES		
	Dollar Amount of Contract: \$1,297,017.00		
	How was the project similar to this project? <b>FULL SERVICE LANSCAPE MAINTENANCE, IRRIGATION</b>		
_	FERTILIZATION AND PEST CONTROL FOR ALL COMMON AREAS THROUGHOUT THE COMMUNITY		
	WITH THE EXCPETION OF THE COMMON AREAS ALONG THE MASTERS AVE AND LORRAINE RD.		
,	Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed		
(	control, thatch removal, irrigation, etc.):		
	SEE ATTACHED FOLLIDMENT LIST		
	List of equipment used on site: SEE ATTACHED EQUIPMENT LIST		
	List of subcontractors used: SEE ATTACHED SUB CONTRACTOR LIST		
	Is this a current contract? Yes X No		
	Duration of contract: APRIL 2017 - CURRENT		



# Company Equipment List

30	PSI Washer	30
23	Pull Behind Buffalo Blower	23
2	Roller	2
3	Semi with Drop Trailer	3
98	Service Truck	3
35	Skid steer	2
89	Smithco Sprayer (Fert/Pest)	15
12	Sodcutter	15
60	Stihl Backpack Blowers	600
3	Stihl Edgers	375
60	Stihl Long Trimmers	375
53	Stihl Medium Trimmers	300
15	Stihl Pole Saw	120
225	Stihl Short Trimmers	225
128	Stihl Weedeaters	375
23	TCM Loaders	20
38	Toro Side Winder	3
15	Tractor with Bushhog	6
113	Tractor with Disk	2
3	Trenchers	14
5	Vortex Blower	38
5	Water Trailer	6
48	Water Truck	3
45	"Z" Sprays (Fert/Pest)	14
	23 2 3 98 35 89 12 60 3 60 53 15 225 128 23 38 15 113 3 5 48	Pull Behind Buffalo Blower Roller Semi with Drop Trailer Semi with Drop Trailer Service Truck Skid steer Sep Smithco Sprayer (Fert/Pest) Sodcutter Sodcutter Sodcutter Stihl Backpack Blowers Stihl Edgers Stihl Long Trimmers Stihl Medium Trimmers Stihl Pole Saw Stihl Short Trimmers Stihl Weedeaters TCM Loaders TCM Loaders Tractor with Bushhog Tractor with Disk Trenchers Vortex Blower Water Trailer Water Truck







### **Subcontractor List**

#### **Southeast Spreading Company**

13650 Fiddlesticks Blvd Suite 202-336 Fort Myers, FL 33192 **Tel. (239) 332-2595** 

#### **Southeast Tree Company**

13650 Fiddlesticks Blvd Suite 202-336 Fort Myers, FL 33192 **Tel. (239) 332-2595** 

#### **Bloom Masters Wholesale Nursery**

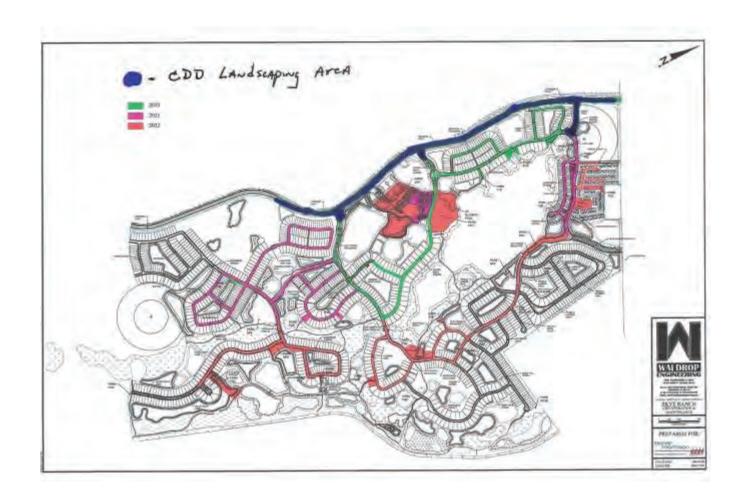
2801 W Lake Mary Blvd. Lake Mary, FL 32746 **Tel. (407) 323-6188** 

#### **Ramco Mulch Solutions**

8955 US 301 North #111 Parish, FL 34219 **Tel. (941) 650-6688** 

#### **Briggs Tree Service, LLC**

8297 Champions Gate Blvd # 525 Champions Gate, FL 33896 Tel. (863) 557-9991





# -THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU AND LT RANCH COMMUNITY DEVELOPMENT DISTRICT!



Down To Earth Landscape & Irrigation 7840 Fruitville Road Sarasota, FL 34240 941-336-3673 dtelandscape.com



Skye Ranch

LT Ranch CDD



#### Dear

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for. At Sunnygrove, we understand that each project is unique because no two clients are the same. Our commitment to quality, dependability and industry best practices drive us forward. This empowers us to live up to our clients requirements and better serve their expanding needs. While we build stronger relationships.

Sunnygrove has been servicing numerous of communities throughout Florida for over 30 years. Our team's dedication to your landscape ingenuity.

I'd love to hear your feedback when you have time. I'm eager to hear your thoughts on this. Having the opportunity to work with you to discuss the enclosed information.

If you have any questions or concerns please contact me at 239-770-7483.

Thank you,
Jason Stafford
Maintenance Manager
239~770~7483
Jason@sunnygrove.com

# Table of Contents

### Introduction

- Company Service Overview
- Sample Reports/Schedules

### Proposal

• Action Plan & Proposal

### Our Services

More than just Maintenance

### Portfolio

• Sunnygrove Communities.

Submitted By:
Jason Stafford
General Manager
239~770~7483

# Company Overview: Services & Qualifications

### Resources & Qualifications

- 800+ Team members
- Licensed Landscape Architects
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS installer
- Certified Rain Bird IQ Installer
- Floguard Hoover Pump Monitoring

# Local Branches Your local landscape experts

### Fort Myers

15111 S MALLARD LANE FORT MYERS FLORIDA 33913 239~772~4111

### Sarasota

49 SINCLAIR DRIVE SARASOTA FLORIDA 34240 239~772~4111

We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



# Client Team Resources:

### DESIGN~ SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Architects

### **BUILD~ SUPPORT TEAM**

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

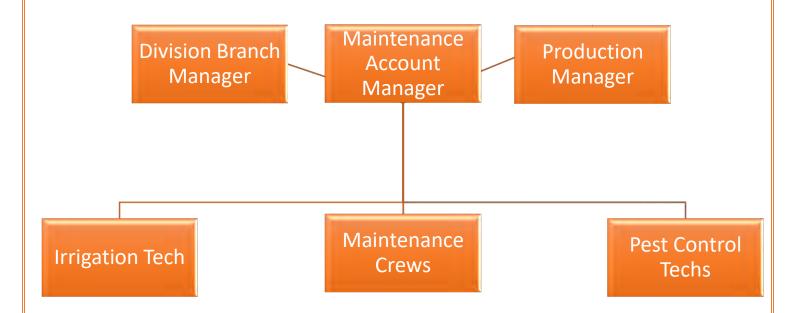
### MAINTAIN – SUPPORT TEAM

- Certified Horticulture Professional
- State License Certified Pest Control Operator
- State License Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

### **OUR CORE VALUES**

- A SENSE OF URGENCY
- A CONSTANT COMMUNICATOR
- WE DO WHAT WE SAY
- CUSTOMER FIRST
- ALWAYS LEARNING

# Sunnygrove's Client Team



### Branch Manager

OVERSEES THE OVERALL QUALITY OF THE PROJECT, ENSURES CONTRACT ITEMS ARE COMPLETED TIMELY AND COMMUNICATION REPORTS ARE BEING COMPLETED. WORKS

#### **ACCOUNT MANAGER**

WORKS WITH ASSOCIATION MANAGNERS ON UPDAING OF SCHEDULES AND THE QUALITY CONTROL AND VERIFICATION OF COMPLETION OF WORK ORDERS. MANAGES ALL SERIVE REQUEST RELATED TO MAINTENANCE SERVICES AND MANAGES CREW TO MEET SCHEDULED SERVICES.

#### **IRRIGATION TECHNICIAN**

PERFORMS INSPECTIONS OF IRRIGATION SYSTEMS TO ENSURE OPTIUM OPERATION AND COVERAGE OF PLANT MATERIAL AND TURF AREAS. CONCERNS ARE PROMPTLY DOCUMENTED ON A SERVICE FORM AND TURNED INTO THE PROPERTY MANAGER FOR AUTHORIZATION.

#### FERTILIZATION & PEST CONTROL TECHNICIAN

PERFORMS REGULAR INSPECTIONS FOR SHRUB AND LAWN DAMAGIN INSECTS SUCH AS MEALYBUGS, APHIDS, SPIDER MITES, CHINCH BUGS, SOD WEBWORMS, AND GRUBS.

# Sunnygrove's Approach

### Turf Management

OUR ACCOUNT MANAGERS PERFORM REGULAR INSPECTIONS FOR LAWN DAMAGING INSECTS SUCH AS CHINCH BUGS, SOD WEBWORMS, AND GRUBS. THIS COMBINED WITH OUR COMPREHNSIVE IRRIGATION AND FERTILIZATION PROGRAM, WILL KEEP TURF AREAS THICK AND HEALTHY.

### SHRUB MANAGEMENT

DETAILING INCLUDES TRIMMING AND PRUNING OF ALL SHRUBBERY, ORNAMENTAL TREES, AND GROUNDCOVER, REMOVAL OF TREE SUCKERS, AS WELL AS THE DEFINING OF BED LINES AND TREE SAUCERS. OUR "WEED FIRST' APPROACH ENSURES THE SPRAYING OF PRE AND POST EMERGENT HERBICIDES AND PULLING EXISTING WEEDS IS THE PROJECT FOREMANS PRIORITY.

#### **FERTILIZATION & PEST CONTROL**

OUR TRAINING PROGRAM EQUIPS TECHNICIANS AND FOREMAN TO APPLY FERTILIZER AS WELL AS IDENTIFY AND CORRECT PLANT MATERIAL PROBLEMS. OUR MANAGEMENT TEAM AND TECHNICIAN HAVE SPECIALIZED TRAINING AND GI-BMP CERTIFICATIONS FROM THE UNIVERSITY OF FLORIDA EXTENSION OFFICE, ENABLING US TO BE PROACTIVE.

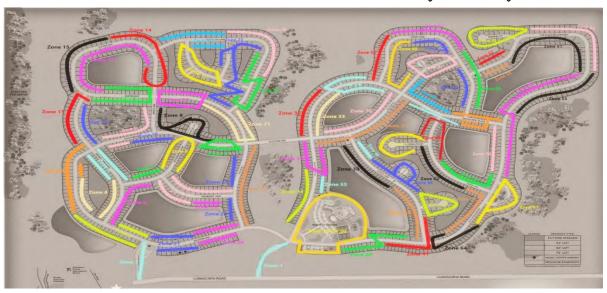
### WATER MANAGEMENT

SUNNYGROVE'S CERTIFIED TECHICIANS PERFORM MONTLY INSPECTIONS OF IRRIGATION SYSTEMS TO ENSURE OPTIUM OPERATION AND COVERAGE FOR PLANT MATERIAL AND TURF AREAS. CONCERNS ARE PROMPTLY DOCUMENTED ON A SERVICE FORM AND TURNED INTO THE PROPERY MANANGER FOR AUTHORIZATION.

# Sunnygrove Portal

### Mowing Trimming Weeding & Irrigation schedules/maps

- Each zone is color coded and labeled.
- Regular service schedules are created for each community monthly.





Irrigation reports



At Sunnygrove, we understand that each project is unique because no two clients are the same. Our commitment to quality, dependability and industry-best practices drives us forward. This commitment empowers us to meet our client's requirements and to serve their expanding needs as our relationship continues to grow.

# **Customer Service**

### On site Management

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies the crews and is available on-site for communication and problem solving.

### 24/7 Emergency Services

When the unforeseen happens, we will be there when you need US. Call our dedicated number for 24/7 support. 1-239-218-5528

In house customer care team.

We believe that providing the best in landscape services. To that end we create department dedicated to supporting residents, account manager and field teams.

To assist owners with maintenance and irrigation concerns SunnyGrove offers homeowners multiple options.

Option 1: Visit our online Portal.

https://sunnygrovemaintenance.com?assoc=6837

Option 2:

Email: madmin@sunnygrove.com – noting the concern.

Option 3:

Call customer service at 239-722-4111 ask to speak with Jenny.

# Landscape Maintenance

sunnygrove has been exceeding industry standards in quality and dependability in Florida since 1973

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This combined with regular inspections for our dedicated account managers, help ensure the job quality of our clients have come to expect.

# Landscape Irrigation

## State Licensed Irrigation Contractor

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (statewide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install maintain, repair, alter, extend, manage, monitor, audit, or if not prohibited by law, design irrigation systems.

## Water Management

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation.
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components.
- High efficiency sprinklers
- Hoover floguard Management



# Landscape Irrigation

Sunnygrove's certified technicians perform monthly inspections of the irrigation systems, to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on wet check forms and turned in to the property manager for authorization.

### Maintenance

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

### Installation

- Infrastructure
- Pump Satiations
- Central Control
- Residential
- Commercial

# Nursery & Tree Farm

# We Know it because we grow it!

With our over acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. additionally our dedication plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.



# Seasonal Color

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

### Seasonal Flower Program

- Contract grown flowers.
- Custom designed displays
- Scheduled installation.
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great.



## Arboriculture

Sunnygrove has multiple ISA certified Arborist that are available for everything you may need for your tree health care.

Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

### Why hire an arborist?

Arborists specialize in the care of individual tree. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared for trees, that are attractive and can add considerable value to your



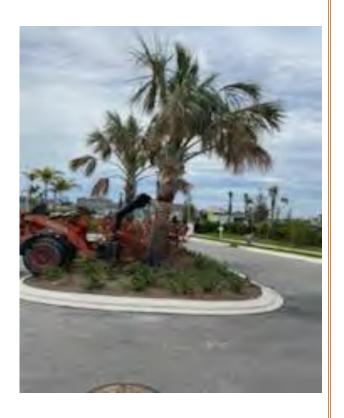
# Storm Response

### RESOURCES WHEN YOU NEED THEM MOST!

In preparation before and after a storm, Sunnygrove has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.

### Company Resources

- 800 + team members statewide
- Locations throughout florida
- 10,000 + gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborist
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment.



# Safety & Training

We hold the safety of our team members and our clients in the highest regard. We have implemented a companywide safety program that is administered through our safety coordinator & local branch managers.

### Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

### Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards based on safety performance.



## CERTIFICATIONS & LICENSES

### OUR QUALIFIED TEAM

At Sunnygrove, many of our team members hold valuable certifications and licenses. Their years of experience and additional training enable them to give our customers answers they can trust.

### Certifications & Licenses

- Licensed Landscape Architects
- Certified irrigation Designers
- Certifed Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



15111 S Mallard Fort Myers FL 33913 239~722~4111

#### **LANDSCAPE & IRRIGATION SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this 11th day of April 2023, by and between:

LT Ranch Community Development District	, a l	ocal unit o	of special-	-purpose ຊ	government
established pursuant to Chapter 190, Flo	rida	a Statute	s, being	situated	in Sarasota
County, Florida, and having offices at c/o Dis	stric	t Manage	er, JP Wai	rd and Ass	ociates LLC,
2301 Northeast 37 <sup>th</sup> Street, Fort Lauderdale	, Flo	orida 333	08 (" <b>Dist</b> ı	rict"); and	
	а	Florida	limited	Liability	Company,
whose address is				("Contr	actor," and
collectively with the District, "Parties").				_	
•					

#### **RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS,** Contractor desires to provide such services, and represents that it is qualified to do so, with services to begin March 1, 2023.

**NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.
- 2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and

controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Jim Ward to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

- 5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

#### 7. **COMPENSATION; TERM.**

b.	("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.  As compensation for the Work, the District agrees to pay Contractor
	(\$) per year, in monthly amounts of (\$). Such
	compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's
	Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services
	specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached
	hereto as <b>EXHIBIT B</b> , and only after applying the provisions of Sections 7.c. and 7.d.
	below, the District agrees to pay Contractor pursuant to Section 7.d. below for such
	actual services rendered using the pricing specified in the Contractor's Proposal Form –
	Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

a. Work under this Agreement shall begin March 1, 2023 and end September 30, 2023

- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. Payments by District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

#### 8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
  - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
  - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
  - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- 9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.
- 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be

defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

- 12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- 13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.
- 14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:
  - (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
  - (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
  - (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- (h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.
- 15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- 16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- 17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- 18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- 19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- 20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- 21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.
- 22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- 23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- 25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.
- 26. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled

to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

- 27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- 28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: LT Ranch Community Development District

2301 Northeast 37<sup>th</sup> Street Fort Lauderdale, Florida 33308

Attn: James P. Ward, District Manager

With a copy to: Kutak Rock LLP

107 W. College Ave

Tallahassee, Florida 32301 Attn: District Counsel

В.	If to Contractor:	
		 Δttn:

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

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

benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FLORIDA 33308.

- 33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **35. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF,** the Parties execute this Agreement as set forth below.

ATTEST:	LT RANCH COMMUNITY DEVELOPMENT DISTRICT					
By: James P. Ward, Secretary	By: John Wollard, Chairperson	Secretary				
	Date:					
ATTEST:	CONTRACTOR:					
By:	By:					
	Date:					
A: Scope of Services						

Exhibit .

Proposal Pricing (Part IV of Proposal Form) Exhibit B:

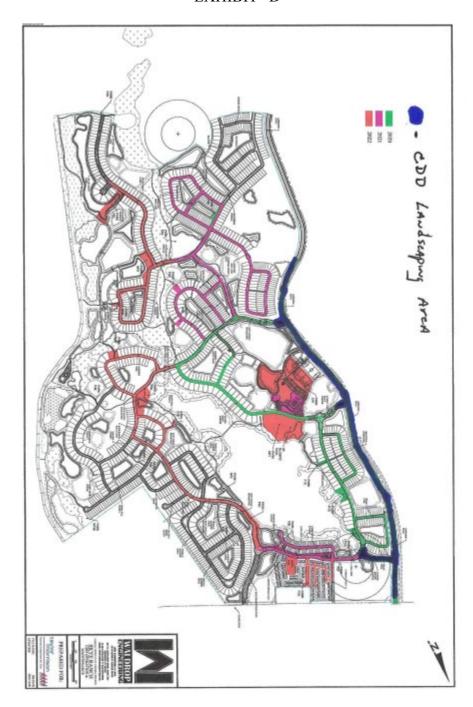
Exhibit C: Other Forms Exhibit D: **Maintenance Map** 

### EXHIBIT "A"

### EXHIBIT "B"

### EXHIBIT "C"

# EXHIBIT "D"



### FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This First Amendment ("First Amendment") is made and entered into this 11th day of April, 2023, by and between:

**LT Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Sarasota County, Florida, and having offices at c/o District Manager, JP Ward and Associates LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308 ("**District**"); and

**Sunnygrove Landscape & Irrigation Maintenance LLC,** a Florida limited liability company, whose address is 15111 S Mallard Lane, Fort Myers, Florida 33913 (the "**Contractor**," and collectively with the District, the "**Parties**").

### RECITALS

WHEREAS, on March 1, 2023, the District and the Contractor entered into an agreement for landscape and irrigation maintenance services (the "Services Agreement"); and

**WHEREAS,** pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

**WHEREAS**, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

**Now, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

**SECTION 1.** The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

A. The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "Additional Work"). The District shall pay Contractor as follows:

For Luna Lane and Night Skye areas:

Contract Parts:	Mar 1, 2023 –	Oct 1, 2023 –	Oct 1, 2024 -
	Sept 30, 2023	Sept 30, 2024	Sept 30, 2025
Part 1	\$72,900.00	\$72,900.00	\$75,087.00
General Maintenance			
Part 2*	\$13,952.50	\$13,952.50	\$14,371.08
Fertilization			
Part 3*	\$4,459.98	\$4,459.98	\$4,593.77
Pest Control			
Part 4	\$7,200.00	\$7,200.00	\$7,416.00
Irrigation			
Part 5	N/A	N/A	N/A
Mulch			
Part 6	N/A	N/A	N/A
Annual Installation			
<u>Total:</u>	\$98,512.48	\$98,512.48	\$101,467.85

For Turner Park – Dog Park, Tennis Courts and Playground:

Contract Parts:	Mar 1, 2023 –	Oct 1, 2023 –	Oct 1, 2024 -
	Sept 30, 2023	Sept 30, 2024	Sept 30, 2025
Part 1	\$38,340.00	\$38,340.00	\$39,490.20
General Maintenance			
Part 2*	\$4,880.00	\$4,880.00	\$5,026.40
Fertilization			
Part 3*	\$1,800.00	\$1,800.00	\$1,854.00
Pest Control			
Part 4	\$1,800.00	\$1,800.00	\$1,854.00
Irrigation			
Part 5	N/A	N/A	N/A
Mulch			
Part 6	N/A	N/A	N/A
Annual Installation			
<u>Total:</u>	\$46,820.00	\$46,820.00	\$48,224.60

<sup>\*</sup> These items are optional additional work and prior District approval of these services is required.

**B.** District shall pay Contractor monthly for the Additional Work. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such

amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

**SECTION 3.** To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

**SECTION 4.** All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

**IN WITNESS WHEREOF,** the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

Attest:	LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice Chairperson
	SUNNYGROVE LANDSCAPE & IRRIGATION MAINTENANCE LLC
	Ву:
Ву:	lts:

**Exhibit A**: Proposals for Additional Work

# **EXHIBIT A**

Luna Lane and Night Skye CDD

3-8-2023

PROPOSAL FORM PRICING

Jason Stafford

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1			
General Landscape Maintenance	\$	72,900	Υr
PART 2			
Fertilization (Ali labor and materials)	\$_	13,952.50	Yr
Include all turf pesticide/herbicide/fungicide mixtures you intend to us	e th	roughout the year)	

	ST. AUGUSTINE (per specif	ications in Part 2)	
FÖRMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
16-0-8	1N	2050	1742.50
16-0-8	1N	2050	742.50
Liquid Fert/Micro Nutrients	1N	Liquid	871.25
Micro Nutrients	N/A		871.25
16-0-8	1N	2050	1742.50
	16-0-8 16-0-8 Liquid Fert/Micro Nutrients Micro Nutrients	## APPLICATION RATE (LBS. N/1000 SF)  16-0-8	(LBS. N/1000 SF)         PRODUCT TO BE APPLIED           16-0-8         1 N         2050           16-0-8         1 N         2050           Liquid Fert/Micro Nutrients         1 N         Liquid           Micro Nutrients         N/A         N/A

	BAHIA (per specifications in I	rait 4)	
FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	FORMULA		(LBS. N/1000 SF) PRODUCT TO BE

		ZOYSIA (per specifications in	Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

N/A		

	Beds and Palms	PALMS (per specifications in P	art 2)	
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	8-0-10 W/Micros	1.5N	2850	3,491.25
Nov	8-0-10 W/Micros	1.5N	2850	3,491.25

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3

Pest Control (All labor and materials)

**\$** 4,459.98

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC injection events.

### Application of Top Choice for annual treatment of Fire Ants

For Informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 750.00 /Yr

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

### PART 4

Irrigation (All labor and materials)

\$ 7,200

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

### PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells N/A /CY (November Application)

210 CY Grad	e "A"	Medium Pine Bark Mulch installed in select media (November Application)	n locations
s_N/A	CY	(November Application)	

Installation of Mulch	s N/A

Each top-dressing shall leave all bads with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

### PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at

\$_	N/A	annuals.
\$	N/A	/ each rotation
\$	N/A	/Yr (based on four (4) rotations)

GRAND TOTAL (PARTS 1, 4, 5, and 6) This is what contract will be written for without add alternates. Parts 2 and 3 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract Parts	Jan 1, 2023 — Sept 30, 2023	Oct 1, 2024 - Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 1	58500	58500	60.255
Part 4	7200	7200	7416
Part 5	N/A	N/A	N/A
Part 6	N/A	N/A	N/A
Total:	\$65,700	\$65,700	\$67,671

<b>Contract Part</b>	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 - Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 2	\$13,952.50	\$13,952.50	\$14,371.075
Part 3	\$4,459,98	\$4,459.98	\$4,593.77

Total: \$18,412.48	\$18,412,48	\$18,964.845
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<sup>\*</sup>Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS. THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEM ED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

Turner Park-Dog Park, Tennis Courts and Playground

3/8/2023

PROPOSAL FORM PRICING

Jason Stafford

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

# General Landscape Maintenance \$\frac{38,340}{\text{Yr}}\$ PART 2 Fertilization (All labor and materials) \$\frac{4880}{\text{Yr}}\$ (Include all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

		ST. AUGUSTINE (per specific	ations in Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	16-0-8	1N	600	850
March	16-0-8	1N	600	850
May	Liquid Fert/Micro Nutrients	1N	N/A	425
August	Micro Nutrients	0	N/A	425
October	16-0-8	1N	600	850

		BAHIA (per specifications in	Part 2)	_a3.110.180
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

		<b>ZOYSIA</b> (per specifications in	Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

N/A		

Beds	and Palms	PALMS (per specifications in I	Part 2)	
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	8-0-10 W/Minors	1.5	1,250	740
Nov	8-0-10 W/Minors	1.5	1,250	740

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3

Pest Control (All labor and materials) \$ \_\_1,800 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

# Application of Top Choice for annual treatment of Fire Ants For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. Solve 1. Services and 1. Services and 2. Services and 2. Services are services are services are services are services are services are services. Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

	PA	R٦	۲4
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Irrigation (All labor and materials)

\$ 1,800 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

### PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells \$ N/A /CY (November Application)

210 CY Grade "A" Medium Pine Bark Mules  N/A /CY (November Application	in s	elect me	dian l	ocations
Installation of Mulch	\$_	N/A		/Yr

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

### PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at

\$_	N/A	/annuals.
\$ _	**************************************	/ each rotation
\$		/Yr (based on four (4) rotations

GRAND TOTAL (PARTS 1, 4, 5, and 6) This is what contract will be written for without add alternates. Parts 2 and 3 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract Parts	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 1	38,340	38,340	39490.20
Part 4	1800	1800	1854
Part 5	N/A	N/A	N/A
Part 6	N/A	N/A	N/A
Total:	\$40,140	\$40,140	\$41,344.20

<b>Contract Part</b>	Jan 1, 2023 - Sept 30, 2023	Oct 1, 2024 - Sept 30, 2024	Oct 1, 2024 - Sept 30, 2025
Part 2	\$4,880	\$4,880	\$5,026.40
Part 3	\$1,800	\$1,800	\$1,854.00

# Turner Park- Dog Park, Tennis Courts and Playground CDD

-				
Total:	\$6,680	\$6,680	\$6,880.40	

<sup>\*</sup>Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS. THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

### **RESOLUTION 2023-17**

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

**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 is authorized to finance, fund, plan, establish, acquire, construct, or reconstruct, enlarge, or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*; 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, Sarasota County, by way of the Stormwater Management System Maintenance Agreement (Appendix C23), certifies the District is the owner and maintenance entity of the water management system within the District more specifically described as the Skye Ranch CP-1 (Skye Ranch Neighborhood 1 – Modification #2) – All Phases ("LT Ranch SWM System"); and

WHEREAS, District staff submitted an executed Stormwater Management System Maintenance Agreement (Appendix C23) transferring the operation and maintenance responsibility of the applicable portion of the LT Ranch SWM System attached hereto as Exhibit "A" (the "Agreement"); 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

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.

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

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part

of this Resolution for all purposes.

**Exhibit A:** 

- 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.
- 3. **PERPETUAL OPERATION ANDMAINTENANCE 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.
  - 4. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and ADOPTED this 11 day of April 2023.

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

Stormwater Management System Maintenance Agreement (Appendix C23)

### Exhibit A

Stormwater Management System Maintenance Agreement (Appendix C23)



# SARASOTA COUNTY UNIFIED DEVELOPMENT CODE

ADDRTED BY ORDINANCE NO. 2018-047 ON NOVEMBER 27, 2018 AS CHAPTER 124 OF THE SARASOTA COUNTY CODE OF ORDINANCES EFFECTIVE DATE JANUARY 1, 2019

### APPENDIX C23 – CERTIFICATE OF OWNERSHIP AND DELEGATION OF STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

(For Corporate Ownership)

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named below certifies that it is Owner of: Skye Ranch CP-1 (Skye Ranch Neighborhood 1 – Modification #2) – All Phases (Complete Name of Development, Business, Subdivision or Other)

9200 Starry Night Avenue (Address of Legal Description)

and; certify it is the Maintenance Entity referred to on the Approved Subdivision Plat or Site Development

and: does hereby grant to Sarasota County and any of its agencies, legal access to rectify and future maintenance related complaints or problems associated with the Stormwater Management System at the expense, including any legal fees, of the maintenance entity, should such entity not rectify the maintenance related problems.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate sest to be affixed hereto on \_\_63 \_\_\_ / \_\_ 72 \_\_ / \_\_ 70 \_\_ 3 \_\_ (Oate).



# SARASOTA COUNTY UNIFIED DEVELOPMENT CODE

ADOPTED BY ORDINANCE No. 2018-047 ON NOVEMBER 27, 2018 AS CHAPTER 124 OF THE SAKASOTA COUNTY CODE OF ORDINANCES **EFFECTIVE DATE JANUARY 1, 2019** 

Signed and sealed in the presence of:	(Corporate Name)
John Wollard, Chair Person	301 N. Cattlemen Rd. Ste. 20
Name and Title of Corporate Officer	(Corporate Address)
Officer's Signature	(Name and Title)
	(Signature)

STATE OF Florida , COUNTY OF Sarasota	
THIS IS TO CERTIFY, that on 03 / 27 / 2023 (Date) before me, an of	ficer
duly authorized to take acknowledgements in the State and County aforesaid, personally appe	
duly authorized to take achievedgenicits in the state and county troverses personal personal	-
-1 Jules	
and respectively, Tolin William President, and Authorized Age	
the above named corporation incorporated under the laws of the State of Florida, to be know	m to
be the individual and officer described in and who executed the foregoing dedication	
severally acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized; that the official seal of said corporation is duly affixed thereto:	and
that the said dedication is the act and deed of said corporation.	-
A said dedication is the act and deca of said corporation.	
INJWITNESS WHEREOF, I have hereunto set my hand and seal on the above date.	
Cond 8 H	
1 cago	
NOTARY PUBLIC STATE OF FLORIDA	
DECKY CHOPKINS	
Print, type, or stamp name of Notary Public	
1.7	
HH 36/592	
Commission No. BECKY E HOPFINS	
Notary Public - State of Florida   Commission # Hid 361992	
(Notary Seal/Stamp) & Section States Feb 28, 2027	
Borded through Hatland Motary Asin.	

# SKYE RANCH COMMUNITY DEVELOPMENT DISTRICT

### Monthly Asset Manager's Report March 2023

Prepared For:

# James Ward Community Development District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

CGA Project No. 20-4050 April 1, 2023

# SKYE RANCH COMMUNITY DEVELOPMENT DISTRICT

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### I. PURPOSE

The purpose of this report is to provide the District Manager an update of recent inspection related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

### II. CURRENT ASSET UPDATES

- 1. Landscaping
- 2. Lake Maintenance
- 3. Amenity Maintenance
- 4. Future Items

### 1. Landscaping

- Lorraine Blvd. has some brown spots lacking irrigation. Spoke with the landscape vendor who said they are working with Taylor Morrison on irrigation pump problems.
- Vendor repaired 7 4x4 bollards that were knocked down along Lorraine Blvd.
- New plantings along Luna Drive need to be replaced since the rabbits continue to eat them. Spoke with landscape vendor who told me that Taylor Morrison has plans to change them out in the new future.
- Shell path in the preserves was compacted with a roller to prevent any lose material from washing away.
- New brown coco mulch was installed around the playground and basketball areas, brown coco mulch was also installed at the bull noses on Lorraine Blvd and Autumn Breeze.
- The sprinkler zone was adjusted to accommodate the children waiting at the bus stop, to ensure they were not getting wet.

### 2. Lake Maintenance

• Water level ponds and wetlands in neighborhood are in good shape. Other lake water levels are falling with the reduced rainfall, but no significant issues have been observed. Lank vendor continues to keep up on litter in residential areas, construction litter in active homebuilding areas has been problematic with windy days blowing trash around the site (mainly a problem outside of Neighborhood 1). Assistance from the construction workers is happing on occasion but could be more frequent.

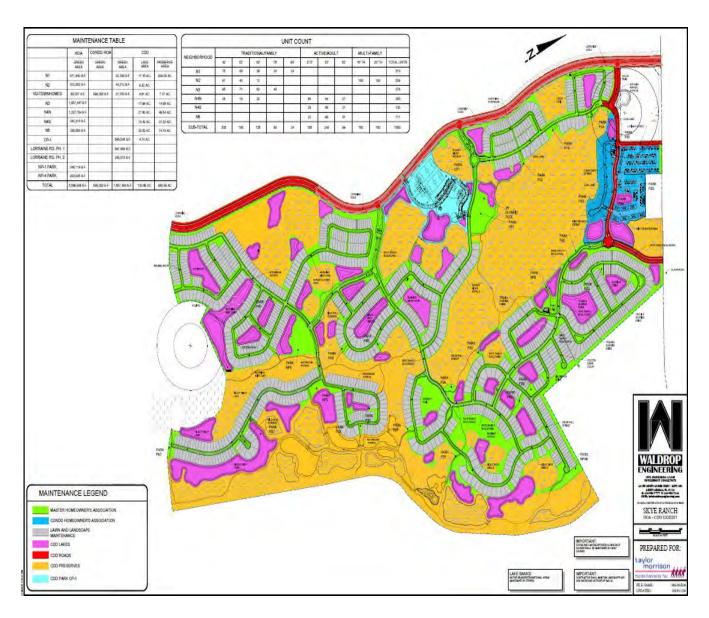
### 3. Amenity Maintenance

• Panel missing on the playground was replaced and repaired by the playground vendor.

### 4. Future Items

- Follow up on the new replacement planting in phase 4.
- Working on proposal to add missing bollards around Lorraine Blvd. and to repaint the existing bollards.

### III. LOCATION MAP





Calvin, Giordano & Associates, Inc.

E X C E P T I O N A L S O L U T I O N S <sup>™</sup> 1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316 (phone) 954.921.7781 · (fax) 954.266.6487 Certificate of Authorization #514

# IV. DISTRICT ASSET MANAGER INSPECTION PHOTOS



NEW PINE STRAW INSTALLED ON LORRAINE BLVD.



LUNA DRIVE LANDSCAPING THAT IS IN NEED OF REPLACEDMENT PLANTNGS



RECENTLY INSTALLED ANNUALS



NEWLY INSTALLED MUCH AROUND AMENITIES







BROWN SPOTS ON LORRIANE BLVD.

# V. ASSET MANAGER'S REPORT COMPLETE

# LT RANCH COMMUNITY DEVELOPMENT DISTRICT



# FINANCIAL STATEMENTS - MARCH 2022

FISCAL YEAR 2023

### 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

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JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

# LT Ranch Community Develoment District Balance Sheet for the Period Ending March 31, 2023

							Govern	mental Fund	S									
					Debt Service Funds				Capital Project Funds						ount Groups	Totals		
	Gen	eral Fund	Series 2	019	Series	2022-1	Ser	ies 2022-2	Se	ries 2019	Serie	s 2022-1	Serie	s 2022-2		eral Long m Debt		emorandum Only)
Assets																		
Cash and Investments																		
General Fund - Invested Cash	\$	972,881	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	972,881
Debt Service Fund																		
Interest Account				-		-		-										-
Sinking Account				-		-		-										-
Reserve Account			4	76,850		85,090		459,173										1,021,113
Revenue Account			3	65,933		-		-										365,933
Capitalized Interest				-		120,792		647,434										768,227
Prepayment Account																		-
Construction Account										374		-		-				374
Cost of Issuance Account										-		9		22,474				22,483
Due from Other Funds																		
General Fund		-	6	92,488		-		-		-		-		-		-		692,488
Debt Service Fund(s)		-		-		-		-		-		-		-		-		-
Accounts Receivable		-		-		-		-		-		-		-		-		-
Other Assets - Current		580		-		-		-		-		-		-		-		580
Assessments Receivable		193,263		-		-		-		-		-		-		-		193,263
Unamortized Prem/Discount on Bonds Payable												19,747		61,353				81,100
Amount Available in Debt Service Funds		-		-		-		-		-		-		-		2,847,760		2,847,760
Amount to be Provided by Debt Service Funds		-		-		-		-		-		-		-	1	13,247,240		13,247,240
Total Asse	ets \$	1,166,724	\$ 1,5	35,271	\$	205,882	\$	1,106,607	\$	374	\$	19,756	\$	83,827	\$ 1	16,095,000	\$	20,213,442

# LT Ranch Community Develoment District Balance Sheet for the Period Ending March 31, 2023

				Governmental Fund	ls				
			Debt Service Fund	ls		Capital Project Funds	;	Account Groups	5 Totals
	General Fund	Series 2019	Series 2022-1	Series 2022-2	Series 2019	Series 2022-1	Series 2022-2	General Long Term Debt	(Memorandum Only)
Liabilities									
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer	193,263				307,756	-	-		501,019
Due to Other Funds	-								
General Fund	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	692,488	-	-	-	-	-	-	-	692,488
Bonds Payable									
Current Portion								\$335,000	335,000
Long Term									
Series 2019								\$15,760,000	15,760,000
Series 2022-1								\$0	
Series 2022-2									
Unamortized Prem/Disc on Bds Pybl					\$54,012				54,012
Total Liabilities	\$ 885,751	\$ -	\$ -	\$ -	\$ 361,768	\$ -	\$ -	\$ 16,095,000	\$ 17,342,518
Fund Equity and Other Credits									
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-
Fund Balance									
Restricted									
Beginning: October 1, 2022 (Unaudited)	-	848,583	-	-	(361,394)	-	-	-	487,189
Results from Current Operations	-	686,688	205,882	1,106,607	1	19,756	83,827	-	2,102,761
Unassigned									
Beginning: October 1, 2022 (Unaudited)	17,645	-	-	-	-	-	-	-	17,645
Results from Current Operations	263,328	-	-	-				-	263,328
Total Fund Equity and Other Credits		\$ 1,535,271	\$ 205,882	\$ 1,106,607	\$ (361,393)	\$ 19,756	\$ 83,827	\$ -	\$ 2,870,923
Total Liabilities, Fund Equity and Other Credits	\$ 1,166,724	\$ 1,535,271	\$ 205,882	\$ 1,106,607	\$ 374	\$ 19,756	\$ 83,827	\$ 16,095,000	\$ 20,213,442
Total Elabilities, Fully Equity and Other Cledits	7 1,100,724	7 1,333,271	203,002	<del></del>	<del></del>	Ţ 15,730	y 03,027	7 10,000,000	7 20,213,442

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	October	November	December	January	February	March	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	20	47,362	167,225	9,186	475,785	4,866	\$704,444	674,995	104%
Special Assessments - Off-Roll	-	-		138,810	-	-	\$138,810	-	N/A
Note Proceeds			-			-	\$0	-	N/A
Intragovernmental Transfer In	_	-	-	-	-	-	\$0	-	N/A
<b>Total Revenue and Other Sources:</b>	\$ 20	\$ 47,362	\$ 167,225	\$ 147,996	\$ 475,785	\$ 4,866	\$843,254	\$ 674,995	N/A
Expenditures and Other Uses									
Executive									
Professional Management	3,417	3,417	3,417	3,417	3,417	3,417	\$20,500	41,000	50%
Financial and Administrative									
Audit Services	-	-	-	500	-	3,700	\$4,200	4,300	98%
Accounting Services	1,417	1,417	1,417	1,417	1,417	1,417	\$8,500	17,000	50%
Assessment Roll Services	1,417	1,417	1,417	1,417	1,417	1,417	\$8,500	17,000	50%
Arbitrage Rebate Services	-	-	-	-	-	500	\$500	500	100%
Other Contractual Services									
Legal Advertising	-	575	-	-	-	459	\$1,034	2,000	52%
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	33	33	20	4	12	11	\$112	250	45%
Communications & Freight Services									
Postage, Freight & Messenger	-	-	-	-	10	-	\$10	200	5%

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

								Total Annual	% of
Description	October	November	December	January	February	March	Year to Date	Budget	% oi Budget
Computer Services - Website Development	-	-	-	-	-	-	\$0	2,000	0%
Insurance	-	5,842	-	-	-	2,579	\$8,421	6,000	140%
Printing & Binding	-	-	-	-	-	-	\$0	600	0%
Subscription & Memberships	-	175	-	-	-	-	\$175	175	100%
Legal Services									
Legal - General Counsel	-	-	-	17,013	-	-	\$17,013	7,500	227%
Legal - Series 2019 Bonds	-	-	-	-	-	-	\$0	-	N/A
Legal - Series 2022-1 Bonds	-	-	-	-	-	125	\$125	-	N/A
Legal - Series 2022-2 Bonds	-	-	-	-	-	709	\$709	-	N/A
Other General Government Services									
Engineering/ Field Services	-	-	-	19,391	-	-	\$19,391	7,500	259%
Stormwater Needs Analysis	-	-	-	3,000	-	-	\$3,000	-	N/A
NPDES	-	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	-	\$0	-	N/A
Other Current Charges	-	-	-	-	-	-	\$0	-	N/A
Emergency & Disaster Relief Services									
Hurricane lan	-	7,140	5,950	125,720	-	32,535	\$171,345	-	N/A
Stormwater Management Services									
Lake, Lake Bank and Littoral Shelf Maintenance									
Professional Services									
Asset Management	-	-	3,167	1,583	-	3,167	\$7,917	19,000	42%
Repairs and Maintenance							•	-	
Aquatic Weed Control	-	-	-	-	-	17,905	\$17,905	15,500	116%
Littoral Shelf - Invasive Plant Control	-	-	-	-	-	, - -	\$0	3,200	0%
Lake Bank Maintenance	-	_	2,250	-	-	2,600	\$4,850	-	N/A
Detention Area Maintenance	-	_	-	-	-	2,050	\$2,050	-	N/A
Water Quality Testing	-	_	_	-	-	-	\$2,030	_	N/A
Littoral Shelf Planting	-	_	-	-	-	-	\$0 \$0	-	N/A N/A
LILLOTAL SHELL FIAHLING	-	-	-	-	-	-	<b>\$</b> 0	-	IN/A

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

									o, 6
Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Control Structures, Catch Basins & Outfalls	-	-	-	2,000		37,700	\$39,700	22,500	176%
Preserve Services									N/A
Wetland Maintenance	-	-	13,735	9,450	-	-	\$23,185	37,800	61%
Enhancement Area Maintenance	-	-	-	800			\$800	33,400	2%
Creation Area Maintenance	-	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	-	\$0	11,240	0%
Operating Supplies	-	-	-	-	-	-	\$0	-	N/A
Capital Outlay	-	-	-	-	-	-	\$0	-	N/A
Lorraine Road Maintenance									
Professional Services									
Asset Management	-	-	1,667	833	-	1,667	\$4,167	10,000	42%
Utility Services									
Electric - Street Lights	260	340	624	723	645	2,296	\$4,888	11,200	44%
Irrigation Water	-	-	-	-	-	1,386	\$1,386	10,200	14%
Repairs and Maintenance									
Landscape Maintenance									
Periodic Maintenance	-	-	27,415	29,665	9,600	54,829	\$121,508	176,800	69%
Frost Damage	-	-	-	-	-	-	\$0	-	N/A
Vehicular Damage	-	1,600	-	-	-	364	\$1,964	36,000	5%
Tree Trimming	-	-	3,877	-	-	-	\$3,877	11,000	35%
Landscape Replacements	-	-	-	-	-	26,146	\$26,146	21,000	125%
Mulch Installation	-	-	24,496	-	-	11,243	\$35,739	34,000	105%
Annuals	-	-	-	-	2,471	-	\$2,471	6,000	41%
Roadway Lighting	-	-	-	-	-	-	\$0	6,000	0%
Landscape Lighting	-	-	-	-	-	-	\$0	-	N/A
Fountain Services	-	-	-	1,920	-	-	\$1,920	6,800	28%
Irrigation System	-	-	-	-	-	455	\$455	4,000	11%
Contingencies	-	2,500	2,500	2,500	-	-	\$7,500	15,080	50%

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Operating Supplies	-	-	-	-	-	-	\$0	-	N/A
Capital Outlay	-	-	-	-	_	-	\$0	-	N/A
Contingencies	-	-	-	-	-	-	\$0	-	N/A
Community Park									
Professional Services									
Asset Management	-	-	1,000	500	-	1,000	\$2,500	6,000	42%
Utility Services									
Electric	-	-	-	-	-	-	\$0	-	N/A
Water and Sewer	-	-	-	-	-	-	\$0	-	N/A
Repairs and Maintenance									
Landscape Maintenance	-	-	-	-	-	-	\$0	19,800	0%
Tree Trimming	-	-	-	-	-	-	\$0	-	N/A
Landscape Replacements	-	-	-	-	-	-	\$0	-	N/A
Mulch Installation	-	-	-	-	-	-	\$0	1,600	0%
Irrigation System	-	-	-	-	-	-	\$0	2,200	0%
Snack Shack									
Utility Services									
Electric	-	-	-	-	-	-	\$0	-	N/A
Water and Sewer	-	_	-	-	_	-	\$0	-	N/A
Building Maintenance	-	_	-	-	_	-	\$0	_	N/A
Miscellaneous Repairs	-	_	-	-	_	-	\$0	_	N/A
Playground									-
Miscellaneous Repairs	-	_	-	-	_	250	\$250	2,500	10%
Dog Park								ŕ	
Miscellaneous Repairs	-	_	-	-	_	-	\$0	1,000	0%
Outdoor Sport Courts							, -	,	•
Miscellaneous Repairs	_	_	-	_	_	_	\$0	2,000	0%
Contingencies	_	_	_	_	_	_	\$0	1,455	0%

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Reserves									
Operational Reserve (Future Years)	-	-	-	-	-	-	\$0	30,000	N/A
Other Financing Uses									
Note Payable-TM to Fund FY 2022 Operations	-	-	-	-	-	-	\$0	-	N/A
Other Fees and Charges	-	-	-	-	-	-	\$0	-	N/A
Discounts/Collection Fees							\$0	-	_
Sub-Total:	6,543	24,455	92,949	227,066	18,987	209,925	\$579,925	674,995	86%
Total Expenditures and Other Uses:	\$ 6,543	\$ 24,455	\$ 92,949	\$ 227,066	\$ 18,987	\$ 209,925	\$579,925	\$ 674,995	86%
Net Increase/ (Decrease) in Fund Balance	(6,523)	22,906	74,275	(79,069)	456,797	(205,059)	\$263,328	-	
Fund Balance - Beginning	17,645	11,122	34,028	108,304	29,234	486,032	\$17,645	_	
Fund Balance - Ending	\$ 11,122	\$ 34,028	\$ 108,304	\$ 29,234	\$ 486,032	\$ 280,973	\$280,973	\$ -	

# **LT Ranch Community Development District**

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

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description		October	N	lovember	<b>D</b>	ecember		January		February	March	۷a	ar to Date		tal Annual Budget	% of Budge
Revenue and Other Sources		Octobei	IV	loveilibei	<u></u>	ecember		January		rebruary	IVIAICII	10	ai to bate		Duuget	Duuge
Carryforward	\$	_	\$	_	\$	_	\$	_	\$	_	\$ _	\$	_	\$	_	N/A
Interest Income							·					·		·		•
Interest Account		-		-		-							-		-	N/A
Sinking Fund Account		_		-		-		-		_	_		-		_	N/A
Reserve Account		2		2		2		2		63	860		931		-	N/A
Prepayment Account		-		-		-							-		_	N/A
Revenue Account		1		2		0		0		48	657		708		-	N/A
Capitalized Interest Account		-		-		-		-		_	_		-		-	N/A
Special Assessments - Prepayments																
Special Assessments - On Roll		28		66,956		236,407		12,987		672,621	6,880		995,879		954,397	104%
Special Assessments - Off Roll		-		-		-		,		,	•		, -		, -	N/A
Special Assessments - Prepayments		-		-		-							-		-	N/A
Debt Proceeds		_		-		_				_			_		_	N/A
Intragovernmental Transfer In		-		-		-		-		_	_		-		-	N/A
Total Revenue and Other Sources:	\$	32	\$	66,959	\$	236,409	\$	12,989	\$	672,732	\$ 8,396	\$	997,518	\$	954,397	N/A
xpenditures and Other Uses																
Debt Service																
Principal Debt Service - Mandatory																
Series 2019		_		-		_		-		-	_		-		335,000	0%
Principal Debt Service - Early Redemptions															,	
Series 2019		_		_		_		-		-	_		-		_	N/A
Interest Expense																
Series 2019		_		310,830		_		-		-	_		310,830		621,660	50%
Operating Transfers Out (To Other Funds)		-		, -		_		-		-	_		, -		, -	N/A
Total Expenditures and Other Uses:	\$	-	\$	310,830	\$	-	\$	-	\$	-	\$ -	\$	310,830	\$	956,660	N/A
Net Increase/ (Decrease) in Fund Balance		32		(243,871)		236,409		12,989		672,732	8,396		686,688		(2,263)	
Fund Balance - Beginning		848,583		848,614		604,744		841,153		854,142	1,526,875		848,583		-	
Fund Balance - Ending	Ś	848,614	Ś	604,744	Ś	841,153	Ś		Ś	1,526,875	1,535,271	Ś	1,535,271	\$	(2,263)	

# LT Ranch Community Development District Debt Service Fund - Series 2022-1

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

									V-			l Annual	% of
Description	D	ecember	ļ	lanuary	F	ebruary		March	Ye	ar to Date	В	udget	Budget
Revenue and Other Sources													
Carryforward	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A
Interest Income													
Interest Account		-								-		-	N/A
Sinking Fund Account		-		-		-		-		-		-	N/A
Reserve Account		-		0		11		153		165		-	N/A
Prepayment Account		-								-		-	N/A
Revenue Account		-		-		-		-		-		-	N/A
Capitalized Interest Account		-		0		16		217		233		-	N/A
Special Assessments - Prepayments													
Special Assessments - On Roll		-		-		-		-		-		-	N/A
Special Assessments - Off Roll		-								-		-	N/A
Special Assessments - Prepayments		-								-		-	N/A
Debt Proceeds		205,484				-				205,484		-	N/A
Intragovernmental Transfer In		-		-		-		-		-		-	N/A
<b>Total Revenue and Other Sources:</b>	\$	205,484	\$	0	\$	27	\$	370	\$	205,882	\$	-	N/A
xpenditures and Other Uses													
Debt Service													
Principal Debt Service - Mandatory													
Series 2022-1		-		-		-		-		-		-	N/A
Principal Debt Service - Early Redemptions													
Series 2022-1		-		-		-		-		-		-	N/A
Interest Expense													
Series 2022-1		_		_		_		-		-		_	N/A
Operating Transfers Out (To Other Funds)		_		_		_		-		-		_	N/A
Total Expenditures and Other Uses:	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	N/A
			т		т		т		т		т		,
Net Increase/ (Decrease) in Fund Balance		205,484		0		27		370		205,882		-	
Fund Balance - Beginning		-		205,484		205,484		205,512		-		-	
Fund Balance - Ending	Ś	205,484	\$	205,484	Ś	205,512	Ś	205,882	\$	205,882	\$	_	

# LT Ranch Community Development District Debt Service Fund - Series 2022-2

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources	December	January	rebruary	Iviaren	rear to Date	buuget	Buaget
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income	<b>,</b>	, -	· -	<b>,</b> -	- ب	- ب	IN/A
Interest Account	_				_	_	N/A
Sinking Fund Account	_	_	_	_	_	_	N/A
Reserve Account		1	61	828	890	_	N/A
Prepayment Account		1	01	020	-	_	N/A
Revenue Account	_	_	_	_	_	_	N/A
Capitalized Interest Account	_	2	86	1,164	1,251	_	N/A
Special Assessments - Prepayments	-	2	00	1,104	1,231	-	IN/ A
Special Assessments - On Roll							N/A
Special Assessments - Off Roll	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	_				_	_	N/A
Debt Proceeds	1 104 466				1 104 466		N/A
Intragovernmental Transfer In	1,104,466		-	_	1,104,466	-	
	÷ 1 104 466	<u>-</u>	\$ 147				N/A
Total Revenue and Other Sources:	\$ 1,104,466	\$ 3	\$ 147	\$ 1,991	\$ 1,106,607	\$ -	N/A
xpenditures and Other Uses							
Debt Service							
Principal Debt Service - Mandatory							
Series 2022-2	-	-	-	-	-	-	N/A
Principal Debt Service - Early Redemptions							
Series 2022-2	-	-	-	-	-	-	N/A
Interest Expense							
Series 2022-2	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Insurance (IDecursor): 5 - 15 1	1 104 460	3	1 47	1 001	1 106 607		
Net Increase/ (Decrease) in Fund Balance	1,104,466	1 104 466	147	1,991	1,106,607	-	
Fund Balance - Beginning	\$ 1,104,466	1,104,466 <b>\$ 1,104,469</b>	1,104,469 <b>\$ 1,104,616</b>	1,104,616 \$ 1,106,607	\$ 1,106,607	\$ -	

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

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description		Ostobou	Navanhan			la unus		_	- h	Name -	V-	nav to Doto		l Annual	% of
Description Revenue and Other Sources		October	November	D	ecember	Janua	ry	F	ebruary	March	Υe	ear to Date	В	udget	Budget
													<u> </u>		N1 / A
Carryforward		-	-	•	-		-		-	-		-	\$	-	N/A
Interest Income									0	1		1	<u> </u>		N1/A
Construction Account		-	-	•	-		-		0	1		1	\$	-	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:	\$	-	\$ -	\$	- 9	\$	-	\$	0	\$ 1	\$	1	\$	-	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
	\$	-	\$ -	· \$	- !	\$	-	\$	-	\$ -	\$	-	\$	-	N/A
Net Increase/ (Decrease) in Fund Balance	\$	-	\$ -	· \$	- 9	\$	_	\$	0	\$ 1	\$	1	\$	_	
Fund Balance - Beginning	, \$	(361,394)			703,572		3,572		703,572	703,572	\$	(361,394)	\$	_	
Fund Balance - Ending	\$	(361,394)	•	•	703,572		3,572	•	703,572	703,572	\$	(361,393)	\$		

# LT Ranch Community Development District Capital Projects Fund - Series 2022-1

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	Dose	mbor		January		ebruary		March	V	ear to Date	Total Annual Budget		% of Budget
	Dece	December		January		reblualy		IVIAICII		real to Date		uaget	Duuget
Revenue and Other Sources											<b>~</b>		N1 / A
Carryforward		-			-	-		-		-	\$	-	N/A
Interest Income											۲.		N/A
Construction Account		-		•	-	-		0		0	\$ \$	-	N/A
Cost of Issuance	2 .	-		•	•	-		U		•	•	-	-
Debt Proceeds	۷,	174,516			-	-		-		2,174,516	\$	-	N/A
Developer Contributions		2,458								2,458	\$	-	N/A
Operating Transfers In (From Other Funds)	<u> </u>	176 074	<u>,</u>		-		۲.	-	_	2 476 074	\$	-	N/A
Total Revenue and Other Sources:	\$ 2,	176,974	\$		- \$	-	\$	0	\$	2,176,974	\$	-	N/A
Expenditures and Other Uses													
Executive													
Professional Management		7,599			-	-		-		7,599	\$	-	N/A
Other Contractual Services													
Trustee Services		5,075			-	-		-		5,075	\$	-	N/A
Printing & Binding		266			-	-		-		266	\$	-	N/A
Capital Outlay													
Water-Sewer Combination	2,0	071,032			_	-		-		2,071,032	\$	-	N/A
Stormwater Management		-			_	-		-		-	\$	-	N/A
Landscaping		-			-	-		-		-	\$	-	N/A
Roadway Improvement		-			_	-		-		-	\$	-	N/A
Cost of Issuance													
Legal - Series 2022-1 Bonds		25,647			-	-		-		25,647	\$	-	N/A
Underwriter's Discount		47,600			-	-		-		47,600	\$	-	N/A
Operating Transfers Out (To Other Funds)		-			_	-		-		-	\$	-	N/A
<b>Total Expenditures and Other Uses:</b>	\$ 2,	157,218	\$		- \$	-	\$	-	\$	2,157,218	\$	-	N/A
Net Increase/ (Decrease) in Fund Balance	\$	19,756	\$		- \$	_	\$	0	\$	19,756	\$	-	
Fund Balance - Beginning	\$	-,	\$	19,756		19,756	\$	19,756	\$	-,	\$	-	
Fund Balance - Ending	\$	19,756		19,756		19,756	\$	19,756	\$	19,756	\$	_	

# LT Ranch Community Development District Capital Projects Fund - Series 2022-2

# Statement of Revenues, Expenditures and Changes in Fund Balance Through March 31, 2023

Description	Dec	ember	January	F	ebruary	March	Υ	ear to Date	al Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward		-	-		-	-		-	\$ -	N/A
Interest Income										
Construction Account		-	-		-	-		-	\$ -	N/A
Cost of Issuance		-	0		3	40		43	\$ -	N/A
Debt Proceeds	12,	,820,828	-		-	-		12,175,534	\$ -	N/A
Developer Contributions	1,	,178,107						1,178,107	\$ -	N/A
Operating Transfers In (From Other Funds)		-	-		-	-		-	\$ -	N/A
Total Revenue and Other Sources:	\$ 13,	,998,935	\$ 0	\$	3	\$ 40	\$	13,353,684	\$ -	N/A
Expenditures and Other Uses										
Executive										
Professional Management		42,401	-		-	-		42,401	\$ -	N/A
Other Contractual Services										
Trustee Services		6,075	-		-	-		6,075	\$ -	N/A
Printing & Binding		1,484	-		-	-		1,484	\$ -	N/A
Capital Outlay										
Water-Sewer Combination	12,	,811,194	-		-	-		12,811,194	\$ -	N/A
Stormwater Management		-	-		-	-		-	\$ -	N/A
Landscaping		-	-		-	-		-	\$ -	N/A
Roadway Improvement		-	-		-	-		-	\$ -	N/A
Cost of Issuance										
Legal - Series 2022-2 Bonds		143,103	-		-	-		143,103	\$ -	N/A
Underwriter's Discount		265,600	-		-	-		265,600	\$ -	N/A
Operating Transfers Out (To Other Funds)			 -		-	 -			\$ -	N/A
Total Expenditures and Other Uses:	\$ 13,	,269,857	\$ -	\$	-	\$ -	\$	13,269,857	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$	729,078	\$ 0	\$	3	\$ 40	\$	83,827	\$ -	
Fund Balance - Beginning	\$		\$ 729,078	\$	729,078	\$ 729,081	\$		\$ 	
Fund Balance - Ending	\$	729,078	\$ 729,078	\$	729,081	\$ 729,121	\$	83,827	\$ -	