

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



REGULAR MEETING AGENDA

May 12, 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37th STREET, FORT LAUDERDALE, FL 33308

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LT RANCH COMMUNITY DEVELOPMENT DISTRICT

May 5, 2021

Board of Supervisors

LT Ranch Community Development District

Dear Board Members:

This Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District will be held on **Wednesday, May 12, 2021 at 11:00 A.M.** at the offices of **Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.**

The venue for this meeting is the offices of Taylor Morrison and was specifically chosen such that the District will be able to meet the social distance guidelines for this meeting for Board Members/Staff, while accommodating an additional five (5) audience members.

Please ensure that all in attendance bring and wear masks during the meeting.

With the limitation for people in the meeting room, the District is requesting that audience members please use the WebEx link and telephone number below to join the Board Meeting.

The venue is requiring the District to enforce the limitation on attendance for audience members.

The following WebEx link and telephone number are provided to join/watch the meeting.

Weblink:

<https://districts.webex.com/districts/onstage/g.php?MTID=e65efc85195e6b7174860bb1ca7bec4c2>

Access Code: **173 541 1329**

Event password: Jpward

Call in information if you choose not to use the web link:

Phone: **408-418-9388** and enter the access code **173 541 1329** to join the meeting.

The link to the meeting will also be posted on the District's web site: www.LTRanchcdd.org.

The Agenda is as Follows:

1. Call to Order & Roll Call.
2. Appointment of Ms. Christy Zelaya to fill Seat 2 whose term is set to expire November 2022.
 - a) Oath of Office.
 - b) Guide to the Sunshine Law and Code of Ethics for Public Employees.
 - c) Form 1 – Statement of Financial Interests.
3. Consideration of **Resolution 2021-4** re-designation the officers of the LT Ranch Community Development District.
4. Consideration of Minutes:
 - I. April 14, 2021 – Regular Meeting
5. Consideration of award of bid for landscaping.
6. Consideration of the Acceptance of the Audited Financial Statements for the Fiscal Year ended September 30, 2020.
7. Staff Reports
 - I. District Attorney
 - II. District Engineer
 - III. District Asset Manager
 - a) May 1, 2021 Report
 - IV. District Manager
 - a. Reported Number of Registered Voters as of April 15, 2021
 - b. Financial Statements for Period ending April 30, 2021 (unaudited)
8. Supervisor’s Requests and Audience Comments
9. Adjournment

The Second Item is to swear into office Ms. Christy Zelaya, who was appointed to fill Seat 2 during the last meeting but was not present.

The newly appointed Board Member must file a Form 1 – Statement of Financial Interests, which must be filed with the Supervisor of Elections in the County in which he/she resides within thirty (30) days of being seated on this Board.

Additionally, if any of the newly appointed Board member currently sits as a member of any other Community Development District Board, they must amend their current Form 1 – Statement of

Financial Interests to now include the LT Ranch Community Development District. The amended form must be filed with the Supervisor of Elections in the County in which you reside within thirty (30) days of being seated on this Board of Supervisors.

The Third Order of Business is Consideration of **Resolution 2021-4** which re-designates the Officers of the District.

The current Officers of the District are as follows:

Chairman	John Wollard
Vice Chairman	
Secretary/Treasurer	James Ward
Assistant Secretary	Karen Goldstein
Assistant Secretary	Jim Turner
Assistant Secretary	Scott Turner

The Fourth Order of Business is the Consideration of the Minutes from the April 14, 2021 Regular Meeting.

The Third Order of Business is the Consideration of award of bid for landscaping services for the District. Enclosed with your agenda is a memorandum with an analysis of the bids received along with each vendor's complete submittals.

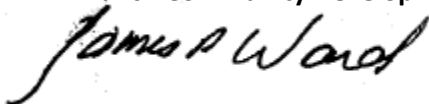
The Fourth Order of Business is the Acceptance of the Audited Financial Statements for Fiscal Year 2020, covering the period October 1, 2019 through September 30, 2020. A representative of the Audit Firm Grau & Associates will join the meeting to fully review the audit with the Board.

The remainder of the Agenda is standard in nature, and in the meantime, if you have any questions or comments; please do not hesitate to contact me directly at (954) 658-4900.

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



James P. Ward
District Manager

Oath or Affirmation of Office

I _____ a citizen of the State of Florida and of the United States of America, and being an officer of the **LT Ranch Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **LT Ranch Community Development District, Sarasota County Florida**.

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) before me by means of () physical presence or () online notarization this _____ day of _____, 2021, by _____, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

Print Name
My Commission Expires: _____

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2020

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

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

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

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

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

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

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2020.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

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

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

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

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2020.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

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

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

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital

stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

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

PART E — LIABILITIES

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

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

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

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

Disclose in this part the fact that you owned during the disclosure

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

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

PART G — TRAINING CERTIFICATION

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

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

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

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

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

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

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

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

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

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

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

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

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

PART G — TRAINING CERTIFICATION

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

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

RESOLUTION 2021-4

A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, the Board of Supervisors (“Board”) shall organize by election of its members as Chairperson and by directing a Secretary, and such other officers as the Board may deem necessary.

WHEREAS, the Board of Supervisors of the LT Ranch Community Development District desire to appoint the below recited person(s) to the offices specified.

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

SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT. The following persons are appointed to the offices shown.

OFFICE	NAME OF OFFICE HOLDER
CHAIRPERSON	JOHN WOLLARD
VICE-CHAIRPERSON	
ASSISTANT SECRETARY	KAREN GOLDSTEIN
ASSISTANT SECRETARY	JIM TURNER
ASSISTANT SECRETARY	SCOTT TURNER
SECRETARY & TREASURER	JAMES P. WARD

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisor’s in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2021-4

A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED this 12th day of May, 2021

ATTEST:

LT Ranch Community Development District

James P. Ward, Secretary

John Wollard, Chairperson

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**MINUTES OF MEETING
LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

10 The Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District was
11 held on Wednesday, April 14, 2021 at 11:00 A.M. at the offices of Taylor Morrison 551 Cattlemen Road,
12 Suite 200, Sarasota Florida 34232.
13

14
15 **Present and constituting a quorum:**

16 John Wollard Chairperson
17 Karen Goldstein Assistant Secretary
18 Jim Turner Assistant Secretary
19 Scott Turner Assistant Secretary

20
21 **Also present were:**

22 James P. Ward District Manager
23 Wes Haber District Attorney

24
25 **Audience:**

26 All resident's names were not included with the minutes. If a resident did not identify
27 themselves or the audio file did not pick up the name, the name was not recorded in these
28 minutes.
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**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE
TRANSCRIBED IN *ITALICS*.**

43
44
45
46
47

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 11:00 a.m. He conducted roll call; all Members of the Board were present constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a) December 9, 2020 – Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions for the December 9, 2020 Regular Minutes. Hearing none, he called for a motion.

On MOTION made by Mr. John Wollard, seconded by Mr. Jim Turner, and with all in favor, the December 9, 2020 Regular Minutes were approved.

48 **THIRD ORDER OF BUSINESS**

Consideration of Resolution 2021-3

49

50 **Consideration of Resolution 2021-3 Approving the Proposed Fiscal Year 2022 Budget and setting the**
 51 **Public Hearing on Wednesday, June 9, 2021 at 11:00 A.M. at the office of Taylor Morrison, 551**
 52 **Cattlemen Road, Suite 200, Sarasota, Florida 34232**

53

54 Mr. Ward explained this Resolution started the Budget process for Fiscal Year 2022. He noted the Fiscal
 55 Year would begin October 1, 2021 and would end September 30, 2022. He explained this Resolution set
 56 the public hearing for Wednesday, June 9, 2021 at 11:00 A.M. at the office of Taylor Morrison, 551
 57 Cattlemen Road, Suite 200, Sarasota, Florida 34232. He stated approving this Resolution set in place the
 58 public hearing date, at which the Board would be asked to adopt the budget and set in place the
 59 assessment rates, programs, and services. He noted today’s approval did not bind the Board to anything
 60 within the Budget except the maximum assessment rates. He indicated the Budget consisted of two
 61 funds: General Fund and Debt Service Fund. He stated the General Fund was the same as in the
 62 previous year’s budget save minor cost changes. He reported the assessment rates ranged from \$597
 63 dollars to \$1023 dollars per unit. He indicated the Debt Service Fund covered the Series 2019 bonds. He
 64 stated the Debt Service assessment remained the same annually. He asked if there were any questions;
 65 hearing none, he called for a motion.

66

67 Mr. Jim Turner asked about the bonds and debt service fund.

68

69 *Mr. Ward: For purposes of a budget, we adopt a debt service fund budget which are just the*
 70 *assessments for coming in and paying the principal and interest and then general fund. There is also, for*
 71 *purposes of the bond issue, what is called a capital projects fund budget. That particular fund is nothing*
 72 *more than the money that holds the construction funds to purchase the infrastructure. We budgeted*
 73 *that basically when we issued the bonds from both the assessment report that I prepared and the*
 74 *engineering report that Waldrop engineering prepared for you and you do see that in your unaudited*
 75 *monthly financials that I will go over with you, but for purposes of this budget, we don’t need to put a*
 76 *capital projects fund in a yearly operating budget.*

77

78 **On MOTION made by Mr. John Wollard, seconded by Mr. Scott Turner,**
 79 **and with all in favor, Resolution 2021-3 was adopted, and the**
 80 **Chairperson was authorized to sign.**

81

82

83 **FOURTH ORDER OF BUSINESS**

Consideration of Acceptance of Resignation

84

85 **Consideration of acceptance of the resignation of Mr. Blake Murphy from Seat 2 effective April 12,**
 86 **2021, whose term is set to expire November 2022**

87

88 Mr. Ward stated he would make of record a copy of Mr. Murphy’s Letter of Resignation. He asked the
 89 Board to accept the Resignation for purposes of inclusion in the record.

90

91 **On MOTION made by Mr. John Wollard, seconded by Ms. Karen**
 92 **Goldstein, and with all in favor, Mr. Blake Murphy’s Letter of**
 93 **Resignation was accepted for purposes of inclusion the record.**

94

- 95 a) **Appointment of individual to fill Seat 2**
- 96 b) **Oath of Office**
- 97 c) **Guide to the Sunshine Law and Code of Ethics for Public Employees**
- 98 d) **Form 1 – Statement of Financial Interests**
- 99

100 Mr. Ward indicated the Board should fill Mr. Murphy’s Seat (Seat 2) which expired November of
 101 2022. He indicated the Board could fill this position with a simple motion, second and affirmative
 102 vote. He indicated only those who were citizens of the United States, a resident of the State of
 103 Florida and not a convicted felon could serve on the Board. He asked the Board to discuss the
 104 matter. Discussion ensued and Ms. Christy Zelaya (ph) was selected to fill Seat 2.
 105

106 **On MOTION made by Mr. John Wollard, seconded by Ms. Karen**
 107 **Goldstein, and with all in favor, Ms. Christy Zelaya was appointed to**
 108 **fill Seat 2.**

109
 110 Mr. Ward indicated as Ms. Zelaya was not present, he would swear her in prior to the next Board
 111 Meeting.
 112

113 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2021-4

114
 115 **Consideration of Resolution 2021-4 re-designation the officers of the LT Ranch Community**
 116 **Development District**
 117

118 Mr. Ward indicated this Item would be held until the next Board Meeting.
 119

120
 121 **SIXTH ORDER OF BUSINESS**

Staff Reports

122
 123 a) **District Attorney**

124
 125 No report.
 126

127 b) **District Engineer**

128
 129 No report.
 130

131 c) **District Manager**

- 132
- 133 I. **Financial Statements for period ending November 30, 2020 (unaudited)**
- 134 II. **Financial Statements for period ending December 31, 2020 (unaudited)**
- 135 III. **Financial Statements for period ending January 31, 2020 (unaudited)**
- 136 IV. **Financial Statements for period ending February 28, 2021 (unaudited)**
- 137 V. **Financial Statements for period ending March 31, 2021 (unaudited)**
- 138

139 Mr. Ward reviewed the Financial Statements for period ending March 31, 2021. *If you look at the*
 140 *balance sheet on page 1 the general fund is what we were talking about, along with the debt*
 141 *service fund for 2019. The capital projects fund is the fund that accounts for the money that comes*

142 *in and out of the construction account. From a balance sheet perspective, since all of the money in*
 143 *this deal is gone, that's where that difference is accounted for and then the general long-term*
 144 *account group would account for the bond issue, and I can see I have a bust in my number on that*
 145 *particular item. That accounts for where we just show the balance on your series 2019 bonds.*

146
 147 *Mr. Jim Turner: I guess it was the account title that had me a little confused because it said*
 148 *"amount to be provided by debt service fund" as if you hadn't raised the money yet.*

149
 150 *Mr. Ward: That's exactly what it means. What it means is, if you've got \$1,459,000 dollars*
 151 *available, which if you look at that, that's the same number that's in the debt service fund. What's*
 152 *to be provided essentially should be the difference between your par debt outstanding at the time,*
 153 *and the \$1,459,000 dollars.*

154
 155 *Mr. Jim Turner: So, in a sense it's to be provided by another fund within the CDD asset. We*
 156 *haven't raised the money yet; of course, we have, as the bonds have been issued.*

157
 158 *Mr. Ward: In a governmental sense, what this means specifically, it is to be provided in a future*
 159 *period from assessments. That future period will be the balance of the term of the bonds and that*
 160 *number will decrease as time goes on.*

161
 162 *Mr. Jim Turner: Okay. In the capital project fund, what major capital expenditures remain to be*
 163 *spent, improvements remain to be constructed out of that fund. Is the community park for*
 164 *instance, something that the CDD funds, capital funds, are financing?*

165
 166 *Mr. Ward: For LT Ranch there is a public community park that was financed from the series 2019*
 167 *bonds, so yes sir.*

168
 169 *Mr. Jim Turner: They are just starting that project so there will be, as we look through these*
 170 *financials in the next year, funds expended out of that capital project fund for that purpose.*

171
 172 *Mr. Ward: For your series 2019 bonds, there are no monies left to fund any improvements. The*
 173 *way LT Ranch is done, the District is larger than the assessment area. We only assessed the first*
 174 *800 units or so for this project, so as more units come into the project, we will go through another*
 175 *whole assessment processing and financing for those future improvements.*

176
 177
 178 **SEVENTH 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 any
 181 audience comments; there were none.

182
 183
 184 **EIGHTH ORDER OF BUSINESS** **Adjournment**

185
 186 Mr. Ward adjourned the meeting at approximately 11:22 a.m.

187

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196

On MOTION made by Mr. John Wollard, seconded by Mr. Scott Turner, and with all in favor, the meeting was adjourned.

ATTEST:

LT Ranch Community Development District

James P. Ward, Secretary

John Wollard, Chairperson

Draft

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
LT RANCH
COMMUNITY DEVELOPMENT DISTRICT

March 2021

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Sarasota County, Florida**

Notice is hereby given that the LT Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope, and any technical specifications, will be available for public inspection on March 24, 2021 at 1:00 P.M. (“**Project Manual Issuance Date**”) and may be obtained by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit eight hard copies of their written proposal AND a PDF file on a flash-drive no later than April 13, 2021 at 1 p.m. (EST) at 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: James P. Ward, District Manager. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the 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, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Bruce Bernard at bbernard@cgasolutions.com, and Wesley Haber at whaber@hgslaw.com, with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

LT Ranch Community Development District
James P. Ward, District Manager

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Sarasota County, Florida

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party’s (“**Proposer**”) written proposal (“**Proposals**”) AND a PDF file on a flash-drive must be received no later than April 13, 2021, at 1 p.m. at the offices of Jim Ward at 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: James P. Ward. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
March 24, 2021	RFP Notice is issued.
March 25, 2021	RFP package available for distribution.
April 1, 2021 at 10:00 am	On Site Meeting at main entrance with CDD staff
Upon notice to the District Manager	Site inspections available at any time.
April 5, 2021 at 4 p.m.	Deadline for questions.
April 13, 2021 at 1 p.m.	Proposals submittal deadline.

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of five-thousand dollars (\$5,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is”

condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **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.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available on March 25, 2021 at 1:00 P.M. ("**Project Manual Issuance Date**") by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com, and Wesley Haber at whaber@hgslaw.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after [BID DATE -7], 2021, and at 4 pm. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit eight hard copies AND a PDF file on a flash-drive, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO

REQUEST FOR PROPOSALS (LT Ranch Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer’s approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings

by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs

and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the 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, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 20% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Five Thousand Dollars (\$5,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment _____ (20 Points Possible) (_____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience _____ (20 Points Possible) (_____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP _____ (15 Points Possible) (_____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity _____ (5 Points Possible) (_____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price _____ (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers _____ (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score _____ (100 Points Possible) (_____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, 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 _____ for _____ (“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: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than [BID DATE , 2021]**), 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 _____ day of _____, 20__.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description:

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description:

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2020 = _____

2019 = _____

2018 = _____

- *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 well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description:

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

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: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

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 \$ Yr

PART 2

Fertilization (All labor and materials) \$ Yr
 (Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

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

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

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

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.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$	Hour
B.	Bush-Hog w/operator	\$	Hour
C.	Tractor w/operator	\$	Hour
D.	Supervisor with Transportation	\$	Hour
E.	Laborer with hand equipment	\$	Hour
F.	Truck w/driver	\$	Hour
G.	Irrigation Tech	\$	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$	Hour
N.	Laborer for Additional Trash Pick-Up	\$	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$	Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

\$	per Hour
\$	per Hour
\$	per Hour

B. Debris removal equipment unit costs:

\$	per Hour
\$	per Hour
\$	per Hour

C. Other emergency/disaster related unit costs:

\$	per Hour
\$	per Hour
\$	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to LT Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into

a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____

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

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to LT Ranch Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2021.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, 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, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 (“District”); and

_____, a _____, whose address is _____ (the “Contractor,” and collectively with the District, the “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.

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 _____ to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not 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 prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work 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.**

a. Work under this Agreement shall begin _____, 2021 and end _____, 2021 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.

b. 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 **EXHIBIT 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.

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:

If to the District:

A.

LT Ranch CDD
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager

With a copy to:

Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Attn: _____

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 Wrathell, Hunt & 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 (877)276-0889, OR BY EMAIL AT CERBONEC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement

immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**

EXHIBIT "A"
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 five (5) 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 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) 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 any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as 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 and every mow event. Contractor is to include in his proposal, any and 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.

3) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and 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.

1) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper 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 appear neat at all times. 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 street lights 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 maintaining at all times 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 pulled away from the base of ALL landscape lights at ALL times, 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 appear neat and clean at all times. 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, Reclinata 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 cultivated and maintained in an orderly fashion at all times. 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 St. Johns 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 St. Johns 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
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	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
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY 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 four times per year (March, June, September & November). 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 any and 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 and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for 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 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 of 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 and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately 585 annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT "B"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"

OTHER FORMS

LT RANCH CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

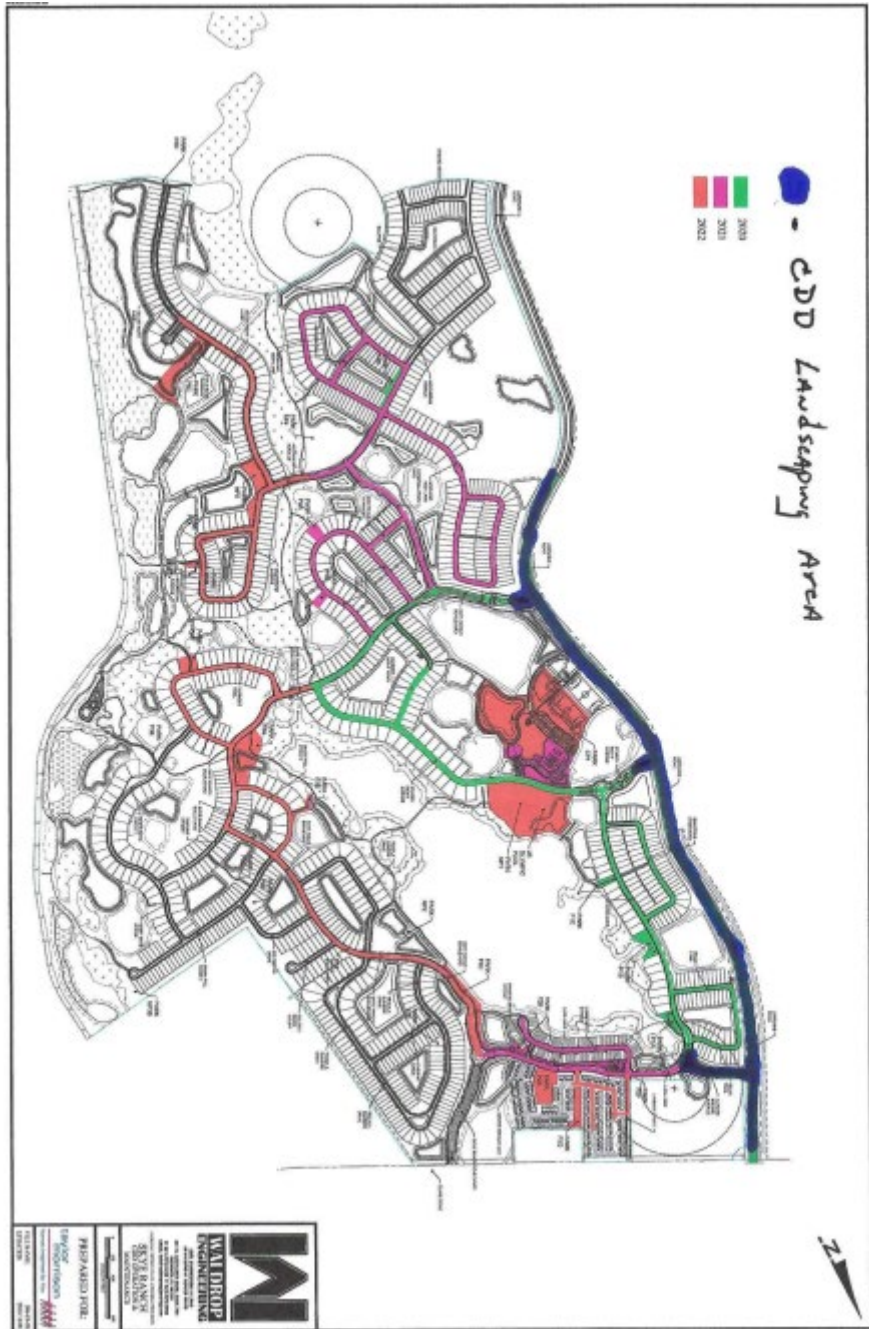
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME:

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT "D"
MAINTENANCE MAP



LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Landscape & Irrigation Maintenance Services – Bid Comparison
April 30, 2021

INTRODUCTION AND METHODOLOGY

Waldrop Engineering, P.A. was commissioned by LT Ranch Community Development District to develop and provide a bid comparison tool to assist in the evaluation of all proposals submitted in response to the *Landscape & Irrigation Maintenance Services Request For Proposal* for ‘Skye Ranch’ in Sarasota County, Florida.

Utilizing the Project Manual for Landscape & Irrigation Maintenance Services, Waldrop formatted a bid comparison spreadsheet itemizing the document’s submittal requirements for the Proposers’ general information, personnel and equipment data, experience data, and pricing. Additional information and documents were also required, including company standing, licensure and certificates, resumes and references, current insurance limits, certificates of insurance, corporate financials, various affidavits and sworn statements, and the Proposer’s project approach narrative.

In addition to inputting the required information and data into their Project Manual, Proposers also submitted various supporting corporate information and general marketing materials. Where useful, Waldrop incorporated notes about these items into the spreadsheet to support provided required information or data, or to indicate that required or relative information or data may have been provided in ways other than being included in the required forms.

The general methodology incorporated for inputting Proposer-provided data into the comparison spreadsheet is as follows:

- Create a checklist clearly indicating if the specific information or data was provided by each Proposer.
- Input the information or data provided by each Proposer in response to each requirement of the RFP.
- Input a limited amount of detail to support specific Proposer-provided RFP question responses.
- Input lists of licenses and certificates, similar projects, and miscellaneous documents and information provided by each Proposer.

Wherever Proposers did not provide required information, did not input information in the correct format, did not utilize the forms provided for inputting information, or otherwise did not follow the directions of the RFP, those items are indicated in the spreadsheet in red text, and in certain instances, Waldrop provided relative specificity about the reason, also in the form of red text in the spreadsheet.

Waldrop Engineering did not rate or score the submittals of the Proposers based on the evaluation criteria. The intent was to provide a comparison tool to simplify the criteria evaluation process for the LT Ranch CDD. By aligning the required information and data in a thorough side-by-side comparison format, the spreadsheet will enable the District to score each Proposer’s submittal with easily accessible known data, while still exercising its right to reject

any and all proposals, and waive any technical errors, informalities, or irregularities if it determines in its discretion that it is in the best interest of the District to do so.

SUMMARY

The following information is an abridgment of the side-side proposal comparison spreadsheet, and it is intended to reduce the Proposer-submitted data to a more usable format. The entries range in specificity from 'yes or no, check the box' items to high, low, and average price items to the Comparer's interpretations of less finite answers and materials that were submitted by each Proposer.

By providing a more simplified version of the side-by-side comparison, this information should assist the CDD's Evaluation Criteria Scorer(s) in ranking the submittals by category, as well as delineate when qualifications and disqualifications are categorically appropriate. While review of each proposal (or the side-by-side comparison spreadsheet) by the Scorers is recommended, if not necessary, to fully comprehend the thoroughness of the proposals, only minimal critical category data remain to be extracted. This data might include such items submitted as personnel lists, certifications, equipment lists, references, comparable projects lists, hourly rates and equipment lists for Additional Services and Emergency Clean-Up Services, fertilizer quantities, resumes, corporate financials, and Approach narratives.

Basic Required Information

Authorized to do business in Florida – Mandatory:

- 10 of 10 Proposers qualified.

Hold all state and federal licenses in good standing – Mandatory:

- 10 of 10 Proposers qualified.

Minimum 5 years of experience in landscape maintenance – Mandatory:

- 10 of 10 Proposers qualified.

Proposal Guarantee: Bid bond or cashier's check for \$5,000 submitted w/ proposal:

- 3 of 10 Proposers provided (Down To Earth, Landscape Maintenance Professionals, Superior)

Tax Forms:

- W-9's provided by 4 Proposers (Down To Earth, Russell, Superior, Trimac)

Certificate of Insurance:

- 2 of 10 Proposers did NOT provide (Landscape Maintenance Professionals, Sunnygrove)

Affidavit Regarding Proposal and Addendums 1 and 2:

- 10 of 10 Proposers provided; 2 Proposers did not notarize (SITEX, Sunnygrove), 1 Proposer did not acknowledge Addendums 1 and 2 (Trimac)

Proposal Form Part I - General Information

Proposer General Information:

- 10 of 10 Proposers provided.

Company Standing:

- 10 of 10 Proposers provided.

Current Insurance Limits:

- 1 of 10 Proposers did NOT use Form. (Mainscape, but did provide COI)
- 3 of 10 Proposers did NOT meet \$2,000,000 min. for Gen. Liab. (Buccaneer, Mainscape, Russell)

- 8 of 10 Proposers did NOT meet \$2,000,000 min. for Auto. Liab. (Buccaneer, Capital, Mainscape, Russell, SITEX, Sunnygrove, Superior, Trimac)
- 10 of 10 Proposers did meet \$1,000,000 min. for Workman's Compensation / Employers Liability
- 3 of 10 Proposers did NOT meet \$2,000,000 min. for Umbrella Liab. (Landscape Maintenance Professionals, Mainscape, Sunnygrove)

Licensure

- 4 of 10 Proposers did NOT use the provided form (Landscape Maintenance Professionals, Mainscape, Superior, Trimac)
- 2 of 10 Proposers provided attachment(s) (Landscape Maintenance Professionals, Mainscape)
- 2 of 10 Proposers provided scanned certificates (Superior, Trimac)

Proposal Form Part II - Personnel and Equipment

Location of Proposer's Office

- 10 of 10 Proposers provided.

Proposer's Staffing Levels

Number of Supervisors who will be on-site; Number of days / week

- 1 director, 1 contract manager; 1 day / week (Capital)
- 2; 2 or 2-3 days / week (Landscape Maintenance Professionals, Mainscape)
- 2; frequency not provided (Buccaneer)
- 1; 3 days / week (SITEX)
- 1; 2 days / week (DTE, Mainscape, Trimac)
- 1; 1 days / week (Russell, Sunnygrove, Superior)

Number of Technical Personnel who will be on-site; Number of days / month (Top 3 by most Techs / most days per month)

- (Buccaneer, DTE, Landscape Maintenance Professionals, Sunnygrove)

Number of Laborers who will be on-site; Number of days / week (Top 3 by most laborers / fewest days per week)

- (Sunnygrove, Superior, Trimac)

Officers and Supervisory Personnel

1. Technical Personnel - Does Proposer currently employ any other technical personnel who have expertise in...?

- 1 of 10 Proposers does NOT (Superior)

Position / Certification

- 9 of 10 Proposers listed one additional technical personnel, ranging from agronomist to horticultural specialists to fertilizer or pest control operators to irrigation specialist.

% of time dedicated to this project

- Availability of these technical personnel ranges from 5% - 40%

2. Subcontractors - Does Proposer intend to use any subcontractors...?

- 5 of 10 Proposers intend to use subcontractors. However, only Russell, Sunnygrove, and Trimac provided the Form-required information.

3. Security Measures

- Top 3 by thoroughness of information provided ON THE FORM for hiring and retention (Capital, SITEX, Trimac)

FORMS

Officers

- 10 of 10 Proposers provided completed Forms.

Supervisory Personnel

- 9 of 10 Proposers provided completed Forms (Trimac incomplete).

Company Owned Equipment

- 4 of 10 Proposers provided completed Forms (DTE, Russell, SITEX, Sunnygrove)
- 5 of 10 Proposers provided attachments instead of completing Form.
- 1 of 10 Proposers did NOT complete the Form-required information, and did NOT provide attachment (Mainscape).

Proposal Form Part III – Experience

Has the Proposer performed work for a CDD previously? If yes, provide information for each project similar to this project, currently undertaken, or undertaken in the past 5 years.

- 3 of 10 Proposers answered NO (Russell, Superior, Trimac).
- Rank by most listed CDD Contracts the last 5 years:
 - 5+ (DTE)
 - 4 (Capital, Landscape Maintenance Professionals)
 - 3 (Sunnygrove)
 - 2 (Buccaneer, Mainscape)
 - 1 (SITEX)

List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last 3 years. (Top 3 by total dollar value per year)

- 2020 (DTE, Mainscape, Russell)
- 2019 (DTE, Mainscape, Russell)
- 2018 (DTE, Mainscape, Russell)

Has the Proposer, or any of its principals or supervisory personnel, been terminated from any landscape or irrigation installation of maintenance contract within the last 5 years?

- 5 of 10 Proposers answered YES (Buccaneer, DTE, Mainscape, Russell, SITEX).

Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past 5 years?

- Landscape Maintenance Professionals answered YES, but provided no citation violation or resolution.
- Superior answered NO, but provided OSHA logs with 2 violations.

Current Workman's Compensation Rating (Top 3 by highest rating)

- Buccaneer (.72)
- DTE, Trimac (.82)
- Mainscape (.85)

*NOTE: SITEX lists an 'A+' rating

Has the Proposer experienced any worker injuries resulting in a worker losing more than 10 working days as a result of an injury in the last 5 years?

- 4 of 10 Proposers answered NO (Capital, DTE, Landscape Maintenance Professionals, Trimac).

State whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts.

- 10 of 10 Proposers provided answer of 'N/A'.

List any and all governmental enforcement actions taken against the Proposer or its principals...describe

List any and all litigation to which the Proposer or its principals have been a party in the last 5 years. Describe...

- 10 of 10 Proposers provided answer of 'N/A'.

List any and all litigation to which the Proposer or its principals have been a party in the last 5 years. Describe...

- 3 of 10 Proposers listed 1 case of litigation, and each provided a short description.

Proposal Form Part IV – Pricing

PART 1 - General Landscape Maintenance (per year)

- Lowest Proposer: \$114, 536 (Russell)
- Highest Proposer: \$217,092 (DTE)
- Proposer Average: \$158,002.83

PART 2 - Fertilization (per year); per Addendum #1, fertilizer to be bid for applications (3) time per year, in October, January, and April for shrubs/palm, Zoysia, St. Augustine and Bahia landscape material; Per Addendum #2, ornamental fertilizer will be handled separately, if required, and is not within the bid.

- 3 of 10 Proposers provided fully completed Form for fertilization of St. Augustine, Bahia, Zoysia, and Palms, per the scope and schedule dictated by Addendums 1 and 2.
- Lowest Proposer: \$6,640 (Trimac)
- Highest Proposer: \$38,330 (Superior)
- Proposer Average: \$22,709.19

PART 3 - Pest Control (per year)

- Lowest Proposer: \$1,000 (Trimac)
- Highest Proposer: \$19,000 (SITEX)
- Proposer Average: \$8,301.34

Application for Top Choice for Annual Treatment of Fire Ants (per year)

- Lowest Proposer: \$6,281.57 (Mainscape)
- Highest Proposer: \$11,500 (Capital)
- Proposer Average: \$8,137.43

*NOTE: Buccaneer did not provide a bid, and does not factor into the average bid price.

PART 4 - Irrigation (per year)

- Lowest Proposer: \$5,667 (Superior)
- Highest Proposer: \$37,440 (Sunnygrove)
- Proposer Average: \$18,196.39

PART 5 - Based on quantities determined by Contractor's filed measurements at time of bidding, Contractor shall install:

620 CY Grade "A" Medium pine Bark Mulch per specs - 1st Top-dressing

- Lowest Proposer: \$45 / CY (DTE)
- Highest Proposer: \$60 / CY (Russell)
- Proposer Average: \$51.33 / CY

*NOTE: Buccaneer, Mainscape, SITEX, and Superior did not correctly provide bid in CY units, and do not factor into the average bid price.

310 CY Grade "A" Medium pine Bark Mulch per specs - 2nd Top-dressing

- Lowest Proposer: \$45 / CY (DTE)
- Highest Proposer: \$60 / CY (Russell)
- Proposer Average: \$51.33 / CY

*NOTE: Buccaneer, Mainscape, SITEX, and Superior did not correctly provide bid in CY units, and do not factor into the average bid price.

Installation of Grade "A" Medium pine Bark Mulch - Total Cost

- Lowest Proposer: \$38,302.74 (Mainscape)
- Highest Proposer: \$60, 337 (Superior)
- Proposer Average: \$47,442.47

PART 6 - Annual Installation

Contractor shall install 585 (4") annuals four times per year per specs...

- Lowest Proposer: \$1.69 (Mainscape)
- Highest Proposer: \$4.70 (Sunnygrove)
- Proposer Average: \$2.85

Price per rotation

- Lowest Proposer: \$988.65 (Mainscape)
- Highest Proposer: \$2,749.50 (Sunnygrove)
- Proposer Average: \$1,668.19

Price per year (based on four rotation)

- Lowest Proposer: \$3,954.60 (Mainscape)
- Highest Proposer: \$10,998 (Sunnygrove)
- Proposer Average: \$6,672.56

GRAND TOTAL (Parts 1, 2, 3, & 4)

- Lowest Proposer: \$157,500 (Capital)
- Highest Proposer: \$255,722 (DTE)
- Proposer Average: \$188,103.57

*NOTE: SITEX and Sunnygrove did not provide a bid in the provided Form, and does not factor into the average bid price.

First Annual Renewal (per year)

- Lowest Proposer: \$10,998 (Sunnygrove)
- Highest Proposer: \$280,104 (SITEX)
- Proposer Average: \$181,089.45

Second Annual Renewal (per year)

- Lowest Proposer: \$10,998 (Sunnygrove)

- Highest Proposer: \$280,104 (SITEX)
- Proposer Average: \$183,401.01

Avg. of Pricing for Initial Term, First and Second Annual Renewals

- Lowest Proposer: \$160,620 (Capital) = 25 POINTS
- Highest Proposer: \$255,722 (DTE) = 15.70 POINTS
- *NOTE: SITEX and Sunnygrove did not provide INITIAL TERM bids in the provided Form, Sunnygrove provided errant bids for the FIRST AND SECOND ANNUAL RENEWALS, and neither bidder factors into the lowest or highest bid price. See spreadsheet for remaining Proposers' **Price** Points scored (per formula provided).

Third Annual Renewal (per year)

- Lowest Proposer: \$10,998 (Sunnygrove)
- Highest Proposer: \$280,104 (SITEX)
- Proposer Average: \$185,681.07

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES (by TOTAL unit cost of all items A – O combined)

- Lowest Proposer: \$1,341 (Superior)
- Highest Proposer: \$6,369 (SITEX)
- Proposer Average: \$3,330
- *NOTE: Mainscape did not provide a bid for *Lump Sum mowing / Mow* in the provided Form, and does not factor into the average bid price, or qualify as the lowest bidder.

EMERGENCY CLEAN-UP SERVICES (by AVERAGE unit cost of all provided rates, per category)

- A. Debris removal personnel unit costs (per hour)
 - Lowest Proposer: \$46.66 (SITEX)
 - Highest Proposer: \$175 (Superior)
 - Proposer Average: 73.54
- B. Debris removal equipment unit costs (per hour)
 - Lowest Proposer: \$75.00 (SITEX)
 - Highest Proposer: \$587.50 (Sunnygrove)
 - Proposer Average: \$169.20
- C. Other emergency / disaster related unit costs (per hour)
 - Lowest Proposer: \$51.66 (DTE)
 - Highest Proposer: \$375.00 (Superior)
 - Proposer Average: \$129.72

*NOTE: Landscape Maintenance Professionals, Mainscape, SITEX, and Sunnygrove did not provide a bid per hourly rate, and do not factor into the average bid price, or qualify as the lowest or highest bidder.

Declaration of Authority, and Execution of Proposal Form

- 1 of 10 Proposers did NOT complete Form (Capital)
- 2 of 10 Proposers did NOT notarize the Affidavit (SITEX, Sunnygrove)

Sworn Statement Regarding Public Entity Crimes

- 1 of 10 Proposers did NOT complete Form or notarize (SITEX)
- 1 of 10 Proposers did NOT notarize the Affidavit (Sunnygrove)

Sworn Statement Regarding Scrutinized Companies

- 1 of 10 Proposers did NOT complete Form or notarize (Sunnygrove)
- 1 of 10 Proposers did NOT notarize the Affidavit (SITEX)

RESUMES for all persons listed as key management or supervisory personnel, with years of experience in present position, and years of related experience for each person.

- 1 of 10 Proposers did provide resumes (DTE)
- 4 of 10 Proposers provided some bio information (Capital, Russell, SITEX, Trimac)

RESUMES for staff above the project management level

- 1 of 10 Proposers did provide resumes (DTE)

REFERENCES (3 Minimum) from projects of similar size and scope. Include information relating to the work conducted for each reference, as well as a name, address, phone number of contact person.

- 3 of 10 Proposers provided a minimum of 3 references and all required information (Buccaneer, DTE, Trimac).
- 4 of 10 Proposers provided a minimum of 3 references, but did NOT provide all required contact information (Capital, Landscape Maintenance Professionals, Russell, SITEX).
- 3 of 10 Proposers DID not provide references (Mainscape, Sunnygrove, Superior).

NARRATIVE description of the Proposer's approach

- 5 of 10 Proposers provided a thorough narrative / approach description (Capital, DTE, Landscape Maintenance Professionals, Russell, Sunnygrove).
- 3 of 10 Proposers provided a minimal/brief narrative or bullet point list describing approach (Buccaneer, SITEX, Trimac).
- 2 of 10 Proposers did NOT provide an adequate narrative / approach description (Superior, Mainscape).

FINANCIALS - audited financial statements, or similar information

- 1 of 10 Proposers did provide financials (DTE)

Licenses / Certifications Held (inclusive only of valid certificates provided in Proposal)

- 4 of 10 Proposers did NOT provide evidence of licenses / certifications held (Buccaneer, Landscape Maintenance Professionals, Mainscape, Sunnygrove)

Best Practices suggested / recommended?

- 4 of 10 Proposers provided some form of Best Practices specific for the Project (SITEX, Sunnygrove, Superior, Trimac).

Miscellaneous Attachments (see proposal submittals)

- 1 of 10 Proposers did NOT provide helpful supplemental attachments or other information relevant to their background, process, capability, certifications / licensures, safety and training, or other (Mainscape).

CONCLUSION

When considering the evaluation criteria for how each Proposer's submittal addresses the *Instructions to Proposers*, meets the requirements of the RFP, the thoroughness in completing the RFP forms, and the depth and detail of relative information and data provided in attachments supplemental to the submission of the Project Manual, the Comparer has concluded that the proposals can be categorized into three basic groups. These groups are defined as Tier One – Superior, Tier Two – Above Average, Tier Three – Average, Tier Four - Below Average, and proposals designated for each these of these three groups are defined below.

As the design consultants providing landscape architecture bid and construction documents for the project, Waldrop fully understands the value and the complexity of the landscape planted throughout the community. With the significant capital invested into landscape in Skye Ranch, we recommend that the selection of a landscape maintenance contractor for the community not be heavily dependent on the lower range prices of the bids provided. In contrast to the RFP's scoring evaluation criteria, *the Comparer's tier grouping criteria does not take lowest bid into consideration*, but rather focuses on thoroughness and completion of the submittal, and by weighing variables of equal value as consistently as possible. Some of the variables include manpower allocations and frequency, experience and certifications held by supervisors and technicians, the business model and focus of the different Proposers, and experience with comparable project scope. It should also be noted that sensible pricing for the individual components making up the overall annual bid price is critical. *How and where* the funds are being allocated is more important than the overall number itself.

TIERED GROUPINGS

TIER ONE – Superior Proposal

- DTE

TIER TWO – Above Average Proposal

- Landscape Maintenance Professionals

TIER THREE– Average Proposal

- Trimac
- SITEX
- Buccaneer
- Capital

TIER FOUR - Below Average Proposal

- Russell
- Superior
- Mainscape
- Sunnygrove

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR LT RANCH COMMUNITY DEVELOPMENT DISTRICT - PROPOSAL COMPARISON

PROPOSAL SUBMITTAL ITEM	BUCCANEER	CAPITAL	DOWN TO EARTH
Authorized to do business in Florida (Mandatory)	YES	YES	YES
Hold all state and federal licenses in good standing (Mandatory)	YES	YES	YES
Minimum 5 years of experience in landscape maintenance (Mandatory)	YES	YES	YES
Proposal Guarantee: Bid bond or cashier's check for \$5,000 submitted with proposal	NO	NO	YES
Tax Forms	N/A	N/A	W-9 Provided
Certificate of Insurance	YES	YES	YES
Affidavit Regarding Proposal and Addendums 1 and 2	Provided and Complete	Provided and Complete	Provided and Complete; Worker's Compensation Cert. provided
Proposal Form Part I - General Information			
a. Proposer General Information	Provided and Complete	Provided and Complete	Provided and Complete
b. Company Standing	Submitted and Complete; Corp. organized in Florida 3/23/2006	Submitted and Complete; Corp. organized in Florida 6/26/2009	Submitted and Complete; Corp. organized in Ohio 8/19/2016
c. Current Insurance Limits			
General Liability	\$1,000,000 / 5,000,000	\$2,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000	\$2,000,000
Worker's Compensation	\$1,000,000	\$1,000,000	\$1,000,000
Expiration Date	12/31/2021	11/15/2021	2/28/2022
Umbrella Liability	\$4,000,000	\$5,000,000	\$5,000,000
d. Licensure			
	Certified Pest Control Operator	State Certified Irrigation Contractor License	General Contactor
	FNGLA Certified Contractor	State Certified Pest control Operator License	Irrigation Contractor
	ISA Certified Arborist		Certified Pest Control Operator
	BMP Certified and BMP Instructors		Certified Arborist
	Hunter and Rainbird 2-Wire Certified		Best Management Practices
Proposal Form Part II - Personnel and Equipment			
a. Location of Proposer's Office	Submitted and Complete; Palmetto, Fl. / Bradenton Location serves Sarasota	Submitted and Complete; Matlacha, Fl.; Other branches / hubs?	Submitted and Complete; Maitland, Fl.; Branch in Sarasota
b. Proposer's Staffing Levels			
Number of Supervisors who will be on-site; Number of days / week	2 supervisors; frequency not provided	1 director 1/month; 1 contract mgr. 1 / week	1 supervisor; 2 days / week
Number of Technical Personnel who will be on-site; Number of days / month	2 tech persons; 4 / month	2 irrig techs 1/month; 2 fert & pest techs every other month	2 techs; 2 days / week

Number of Laborers who will be on-site; Number of days / week	6 laborers; 2 / week	5 to mow each visit ; 4 to detail 1 / week	4 laborers; 5 days / week
c. Officers and Supervisory Personnel			
1. Technical Personnel - Does Proposer currently employ any other technical personnel who have expertise in...?	Yes	Yes	Yes
Position / Certification	CPO	Agronomic supervisor	CF IPM Operations Manager
Duties / Responsibilities	Agronomy	Oversees daily Agronomic activities	Mnge all techs, coord all fertilizer & pest control operations
% of time dedicated to this project	5	20	10
Describe person's role in other projects on behalf of Proposer	Provided and Complete	Not provided	Provided but incomplete
2. Subcontractors - Does Proposer intend to use any subcontractors...?	NO	NO	YES; Form not used ; Attachment provided; minimal form-required information provided
3. Security Measures	Background checks, pre-employment/random and post accident drug testing	2 interviews w/ different mngrs to receive job offer; background checks, 12 panel drug test; random drug test; rewarded for retention and for exceptional work performance	Form not used ; Attachment provided
d. FORMS			
1. Officers	Provided and Complete	Provided and Complete	Provided and Complete
2. Supervisory Personnel	Provided and Complete	Provided and Complete	Provided and Complete
3. Company Owned Equipment	Partially filled out , supplemental attachment	Form not used ; Attachment provided	Provided and Complete; Supplemental attachment provided
Proposal Form Part III - Experience			
Has the Proposer performed work for a CDD previously? If yes, provide information for each project similar to this project, currently undertaken, or undertaken in the past 5 years.	YES	YES; Form not used - Attachment provided, but not all form-required information provided	YES
	Lakewood Ranch CDD	Celebration CDD	Lakewood Ranch CDDs 1,2,3,4,5,6
	Hammocks HOA & CDD	Connerton West CDD	Cordoba Ranch CDD
	Benderson Development	Fishhawk CDD I,II,III	TSR CDD - Starkey Ranch
	American Landmark	Grasslands HOA	Town of Kindred CDD
	Placido Bayou HOAs - multiple	Harbor Bay CDD	Stoneybrook South CDD At Champions Gate
		Harbor Islands CDD	Forest Brook CDD
			Encore at Fishhawk Ranch
			Orange Lake Vacation Club
			*Other CDD Projects included in supplemental attachments
List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last 3 years			
2020	\$6.8 million	\$10.5 million	\$115 million
2019	\$6.9 million	\$7.5 million	\$109 million
2018	\$8.5 million	\$4.562 million	\$100 million
Has the Proposer, or any of its principals or supervisory personnel, been terminated from any landscape or irrigation installation of maintenance contract within the last 5 years?	YES	NO	YES
	Radco Residential		Forest Brook CDD
			Encore at Fishhawk Ranch
			Orange Lake Vacation Club
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past 5 years?	NO	NO	NO
Violation and resolution for each OSHA citation			
Current Worker's Compensation Rating	0.72	1	0.82

Has the Proposer experienced any worker injuries resulting in a worker losing more than 10 working days as a result of an injury in the last 5 years?	YES	NO	NO
	Tree crew accident; Branch hit operator in head / eye. Lost vision in one eye.		
State whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts	NO	NO	NO
List any and all governmental enforcement actions taken against the Proposer or its principals...describe	N/A	N/A	N/A
List any and all litigation to which the Proposer or its principals have been a party in the last 5 years. Describe...	"BLMC vs BSTD for non-payment. Suit was dropped after payment was provided."	N/A	N/A
Proposal Form Part IV - Pricing			
PART 1 - General Landscape Maintenance (per year)	\$160,780	\$125,460	\$217,092
PART 2 - Fertilization (per year); per Addendum #1 , fertilizer to be bid for applications (3) time per year, in October, January, and April for shrubs/palm, Zoysia, St. Augustine and Bahia landscape material; Per Addendum #2 , ornamental fertilizer will be handled separately, if required, and is not within the bid.	\$22,880; 'Shrub, Tree, Groundcover Fertilization' provided in lieu of 'BAHIA' (see submittal for details)	\$16,140	\$20,520; Also provided 'Shrub, Tree, Groundcover Fertilization' (see submittal for details)
ST. AUGUSTINE			
Month	Formula	Appl. Rate	Ttl. Lbs
October			
January			
April			
BAHIA			
Month	Formula	Appl. Rate	Ttl. Lbs
October			
January			
April			
ZOYSIA			
Month	Formula	Appl. Rate	Ttl. Lbs
October			
January			
April			
PALMS			
Month	Formula	Appl. Rate	Ttl. Lbs
October			
January			
April			
PART 3 - Pest Control (per year)	\$6,000	\$3,000	\$6,000
Application for Top Choice for Annual Treatment of Fire Ants (per year)	Blank	\$11,500	\$8,335.34
PART 4 - Irrigation (per year)	\$7,200	\$12,900	\$13,110
PART 5 - Based on quantities determined by Contractor's filed measurements at time of bidding, Contractor shall install:	1st and 2nd top dressings not provide in CY unit cost		
620 CY Grade "A" Medium pine Bark Mulch per specs - 1st Top-dressing	\$31,000	\$47	\$45
310 CY Grade "A" Medium pine Bark Mulch per specs - 2nd Top-dressing	\$15,500	\$47	\$45
Installation of Grade "A" Medium pine Bark Mulch - Total Cost	\$46,500	\$43,710	\$41,850
PART 6 - Annual Installation			

Contractor shall install 585 (4") annuals four times per year per specs...	\$2.00	\$2.00	\$2.00
Price per rotation	\$1,168	\$1,170	\$1,170
Price per year (based on four rotation)	\$4,672	\$4,680	\$4,680
GRAND TOTAL (Parts 1, 2, 3, & 4)	\$196,860	\$157,500	\$255,722
First Annual Renewal (per year)	\$196,860	\$160,620	\$255,722
Second Annual Renewal (per year)	\$198,800	\$163,740	\$255,722
Avg. of Pricing for Initial Term, First and Second Annual Renewals	\$198,800	\$160,620	\$255,722
Third Annual Renewal (per year)	\$200,820	\$166,820	\$255,722
Low Bidder Points	20.19	25	15.7
LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES			
A. Mowers with operator (per hour)	\$30	\$40	\$35
B. Bush-hog with operator (per hour)	\$125	\$100	\$65
C. Tractor with operator (per hour)	\$125	\$100	\$90
D. Supervisor with Transportation (per hour)	\$50	\$60	\$75
E. Laborer with hand equipment (per hour)	\$30	\$40	\$35
F. Truck with driver (per hour)	\$30	\$40	\$90
G. Irrigation Tech (per hour)	\$60	\$70	\$55
H. Granular pesticide applicator (per hour)	\$35	\$60	\$55
I. Liquid pesticide applicator (per hour)	\$50	\$60	\$55
J. Granular fertilizer applicator (per hour)	\$35	\$60	\$55
K. Liquid fertilizer applicator (per hour)	\$50	\$60	\$55
L. Granular weed control applicator (per hour)	\$35	\$60	\$55
M. Liquid weed control applicator (per hour)	\$50	\$60	\$55
N. Laborer for additional trash pick-up (per hour)	\$30	\$40	\$35
O. Lump sum mowing (per Mow)	\$2,100	\$800	\$2,000
TOTAL UNIT COST OF ALL ITEMS COMBINED	\$2,835	\$1,650	\$2,810
EMERGENCY CLEAN-UP SERVICES			
A. Debris removal personnel unit costs (per hour)			
	Driver: \$75	Supervisor: \$60	Normal: \$35
	Laborer: \$30	Crew Leader: \$60	Overtime: \$45
	Manager: \$75	General Laborer: \$60	Holiday: \$70
AVERAGE UNIT COST OF ALL RATES COMBINED	\$60	\$60	\$50
B. Debris removal equipment unit costs (per hour)			
	Dump truck: \$100	Tractor w/ grapple: \$100	Normal: \$90
	Loader: \$125	Chipper: \$60	Overtime: \$100
	Chipper: \$125		Holiday: \$130
AVERAGE UNIT COST OF ALL RATES COMBINED	\$116.66	\$80	\$106.66
C. Other emergency / disaster related unit costs (per hour)			
	Dump truck: \$100	"Same as above"	Normal: \$35
	Loader: \$125		Overtime: \$45
	Chipper: \$125		Holiday: \$75
AVERAGE UNIT COST OF ALL RATES COMBINED	\$116.66	\$80	\$51.66
Declaration of Authority, and Execution of Proposal Form	Provided and Complete	Provided and Incomplete (signature authority line left blank)	Provided and Complete
Sworn Statement Regarding Public Entity Crimes	Provided and Complete	Provided and Complete	Provided and Complete
Sworn Statement Regarding Scrutinized Companies	Provided and Complete	Provided and Complete	Provided and Complete
OTHER REQUIRED PROPOSAL INFORMATION			
RESUMES for all persons listed as key management or supervisory	None provided; minimal background information provided; Bio for	Bios provided for key management personnel	Provided

personnel, with years of experience in present position, and years of related experience for each person	President		
RESUMES for staff above the project management level	None provided; minimal background information provided	NO	None provided; Staffing plan provided
REFERENCES (3 Minimum) from projects of similar size and scope. Include information relating to the work conducted for each reference, as well as a name, address, phone number of contact person.	3 Provided (see proposal submittal); Sample clients by market segment also provided; Landscape construction partial Project List / Construction References also provided	4 Points of Contacts provided; email addresses only	8 Provided; All required information included
NARRATIVE description of the Proposer's approach	Not in narrative form, but supplemental approach information provided (see 'Miscellaneous' below)	Provided - detailed and thorough	Provided
FINANCIALS - audited financial statements, or similar information	NO	NO	YES
Licenses / Certifications Held (inclusive only of valid certificates provided in Proposal)	No certificates provided	No certificates provided	
			Certified General Contactor
			Certified Irrigation Contractor
			Certified Pest Control Operator
			Certified Arborist
			Commercial Fertilizer Applicator
Best Practices suggested / recommended?	Some provided, but not specific to Proposal	NO	NO
Miscellaneous (see proposal submittals)			
	Some provided, but not specific to Proposal	Safety / training program	Maintenance Service Outline
	Proposed Project Manpower Summary		Customer Service and Communication narrative
	Landscape Management Plan		Reporting examples and outlines
	Grounds Management Programs		State of the Art Services and IPM Benefits
	Company Profile & Statement of Qualification		Service Technology Overview
	Trade References		Complete Safety Plan
	Other		Safety Training Program & Traffic Control
			Employee General Safety Rules
			Disaster & Storm Relief Protocol

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR LT RANCH COMMUNITY DEVELOPMENT DISTRICT - PROPOSAL COMPARISON

PROPOSAL SUBMITTAL ITEM	LANDSCAPE MAINT. PROS.	MAINSCAPE	RUSSELL
Authorized to do business in Florida (Mandatory)	YES	YES	YES
Hold all state and federal licenses in good standing (Mandatory)	YES	YES	YES
Minimum 5 years of experience in landscape maintenance (Mandatory)	YES	YES	YES
Proposal Guarantee: Bid bond or cashier's check for \$5,000 submitted with proposal	YES	NO	NO
Tax Forms	N/A	N/A	W-9 Provided
Certificate of Insurance	NO	YES; bad scan	YES
Affidavit Regarding Proposal and Addendums 1 and 2	Provided and Complete	Provided and Complete	Provided and Complete
Proposal Form Part I - General Information			
a. Proposer General Information	Provided and Complete	Provided and Complete	Provided and Complete
b. Company Standing	Submitted and Complete; Corp. organized in Florida 12/16/1999	Submitted and Complete; Corp. organized in Indiana in 1980	Submitted and Complete; Corp. organized in Georgia 10/27/2011
c. Current Insurance Limits		Form not used	
General Liability	\$2,000,000	Blank (\$1,000,000)	\$1,000,000
Automobile Liability	\$2,000,000	Blank (\$1,000,000)	\$1,000,000
Worker's Compensation	\$1,000,000	Blank (\$1,000,000)	\$1,000,000
Expiration Date	10/14/2021	Blank (10/01/2021)	7/1/2021
Umbrella Liability	No COI	Blank (\$10,000)	\$5,000,000
d. Licensure	Form not used; attachment provided	Form not used; attachment provided	
			Certified Pest Control Operator
			Pest Control Company Firm Certification
Proposal Form Part II - Personnel and Equipment			
a. Location of Proposer's Office	Submitted and Complete; Dover, Fl.; Branch in Sarasota	Submitted and Complete; Riverview, Fl.	Submitted and Complete; Ruskin, Fl.
b. Proposer's Staffing Levels			
Number of Supervisors who will be on-site; Number of days / week	2 supervisors; 2-3 / week	2 supervisors; 2 / week	1 supervisor; 1 day/week
Number of Technical Personnel who will be on-site; Number of days / month	3-4 technical persons; 4-5 / month	2 tech persons; 1-2 days / week	1 Technical person; 150 days/year
Number of Laborers who will be on-site; Number of days / week	4-5 laborers; 3 / week	4 crews multiple days / week, depending on service	4 Laborers; 2 days/week
c. Officers and Supervisory Personnel			
1. Technical Personnel - Does Proposer currently employ any other	Yes	Blank	Yes

technical personnel who have expertise in...?			
Position / Certification	Florida CPCO	Regional Agronomy Manager	Horticulture Manager/Certified Pest Control Operator
Duties / Responsibilities	Oversee fertilizer / pest operations	Creation/implementation/ oversight of Agronomic programs	Plant Healthcare
% of time dedicated to this project	5	As conditions dictate	25
Describe person's role in other projects on behalf of Proposer	Provided and Complete	Provided but incomplete	Provided and Complete
2. Subcontractors - Does Proposer intend to use any subcontractors...?	NO	YES; minimal form-required information provided	YES; Form-required information completed
3. Security Measures	Background checks, prior verification of employment, documentation verification, motor vehicle records, submittal of drug free workplace requirements prior to extending offer of employment	e-Verify; Company #42803	"Each new employee must sign consent to background and drug screenings, which we then perform; See attachments for training process"
d. FORMS			
1. Officers	Provided and Complete	Provided and Complete	Provided and Complete
2. Supervisory Personnel	Provided and Complete	Provided and Complete	Provided and Complete
3. Company Owned Equipment	Form not used; Attachment provided	Partially filled out; no attachment	Provided and Complete; Supplemental attachment provided
Proposal Form Part III - Experience			
Has the Proposer performed work for a CDD previously? If yes, provide information for each project similar to this project, currently undertaken, or undertaken in the past 5 years.	YES	YES; form-required information for projects below is incomplete	NO
	Harrison Ranch CDD	Gateway CDD	Beachwalk Villas
	Vizcaya CDD	Southport Square	Sandestin Golf and Beach Resort Owner's Association
	Willow Bend at Osprey HOA	Meadow Pointe II CDD	Kings Point Community Association
	Venetian CDD	The Ridge at Wiregrass	City of Lawrenceville
	Waters Edge CDD		Attachment - "similar communities list"
List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last 3 years			
2020	\$14,896,466	\$65 million	\$43 million
2019	\$16,364,240	\$74 million	\$37 million
2018	\$16,801,356	\$73 million	\$32 million
Has the Proposer, or any of its principals or supervisory personnel, been terminated from any landscape or irrigation installation of maintenance contract within the last 5 years?	NO	YES	YES
		Hidden Harbor	Avison Young - Nortec
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past 5 years?	YES	NO	NO
Violation and resolution for each OSHA citation	Not Provided		
Current Worker's Compensation Rating	1	0.85	0.96
Has the Proposer experienced any worker injuries resulting in a worker losing more than 10 working days as a result of an injury in the last 5 years?	NO	YES	YES
		OSHA log available upon request	Employee was trimming and felt sharp pain in shoulder. Was out of work for 11 days.
State whether or not the Proposer or any of its affiliates are presently	NO	NO	NO

barred or suspended from proposing or contracting on any state, local, or federal contracts							
List any and all governmental enforcement actions taken against the Proposer or its principals...describe					N/A	N/A	N/A
List any and all litigation to which the Proposer or its principals have been a party in the last 5 years. Describe...					N/A	"Sun River HOA Utah - Mainscape vigerously denied the allegations amd countersued for unpaid amounts due under contract. The parties amicably resolved dispute."	N/A
Proposal Form Part IV - Pricing							
PART 1 - General Landscape Maintenance (per year)					\$127,560	\$129,943.30	\$114,536
PART 2 - Fertilization (per year); per Addendum #1 , fertilizer to be bid for applications (3) time per year, in October, January, and April for shrubs/palm, Zoysia, St. Augustine and Bahia landscape material; Per Addendum #2 , ornamental fertilizer will be handled separately, if required, and is not within the bid.					\$26,640; Also provided 'Ornamentals' fertilization (see submittal for details)	\$23,869.90	\$22,436; Proposer did not follow Addendum #1 for Sarasota County months to fertilize
ST. AUGUSTINE							
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.			
October				24-0-11 w/ Pre-M; 1 lb; 2,600 lbs; \$3,900	28-0-14; 1 lb; 2,241.3 lbs; \$3,493.19	Not included	
January				24-0-11 w/ Pre-M; 1 lb; 2,600 lbs; \$3,900	28-0-14; 1 lb; 2,241.3 lbs; \$3,607.53	Not included	
April				24-0-11; 1 lb; 2,600 lbs; \$3,900	28-0-14; 1 lb; 2,241.3 lbs; \$4,960.10	22-0-12 liq w/ lmid.; 8 oz/1k N & .6 oz/1k lmid; 63.75 gal-fert, 1.59 gal-lmid; \$4,062	
BAHIA							
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.			
October				24-0-11 w/ Pre-M; 1 lb; 85 lbs; \$127.50	28-0-14; 1 lb; 430.90 lbs; Included above	Left Blank	
January				24-0-11 w/ Pre-M; 1 lb; 85 lbs; \$127.50	28-0-14; 1 lb; 430.90 lbs; Included above	Left Blank	
April				24-0-11; 1 lb; 85 lbs; \$127.50	28-0-14; 1 lb; 430.90 lbs; Included above	Left Blank	
ZOYSIA							
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.			
October				24-0-11 w/ Pre-M; 1 lb; 75 lbs; \$112.50	28-0-14; 1 lb; 3.1 lbs; Included in top totals	Not included	
January				24-0-11 w/ Pre-M; 1 lb; 75 lbs; \$112.50	28-0-14; 1 lb; 3.1 lbs; Included in top totals	Not included	
April				24-0-11; 1 lb; 75 lbs; \$112.50	28-0-14; 1 lb; 3.1 lbs; Included in top totals	22-0-12 liq 1/2 rate w/ lmid.; 8 oz/1k N & .6 oz/1k lmid; 8.25 gal-fert, .2 gal-lmid; \$319.35	
PALMS							
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.			
October				8-2-12; 1.5 lbs; 760 lbs; \$1,140	8-2-12; 1.5 lbs; 1,196 lbs; \$3,936.36	8-2-12 SRN; 1.5 lb; 2,002 lbs; \$1,335	
January				8-2-12; 1.5 lbs; 760 lbs; \$1,140	8-2-12; 1.5 lbs; 1,196 lbs; \$3,936.36	8-2-12 SRN; 1.5 lb; 2,002 lbs; \$1,335	
April				8-2-12; 1.5 lbs; 760 lbs; \$1,140	8-2-12; 1.5 lbs; 1,196 lbs; \$3,936.36	8-2-12 SRN; 1.5 lb; 2,002 lbs; \$1,335	
PART 3 - Pest Control (per year)					\$5,460	\$6,687.42	\$3,100
Application for Top Choice for Annual Treatment of Fire Ants (per year)					\$7,000	\$6,281.57	\$7,070
PART 4 - Irrigation (per year)					\$20,400	\$20,526.96	\$30,000
PART 5 - Based on quantities determined by Contractor's filed measurements at time of bidding, Contractor shall install:						1st and 2nd top dressings not provide in CY unit cost	
620 CY Grade "A" Medium pine Bark Mulch per specs - 1st Top-dressing					\$48	\$25,536.94	\$60
310 CY Grade "A" Medium pine Bark Mulch per specs - 2nd Top-dressing					\$48	\$12,765.80	\$60
Installation of Grade "A" Medium pine Bark Mulch - Total Cost					\$44,175	\$38,302.74	\$55,400
PART 6 - Annual Installation							
Contractor shall install 585 (4") annuals four times per year per specs...					\$1.95	\$1.69	\$3.75
Price per rotation					\$1,140.75	\$988.65	\$2,193.75
Price per year (based on four rotation)					\$4,563	\$3,954.60	\$8,775
GRAND TOTAL (Parts 1, 2, 3, & 4)					\$180,060	\$181,027.58	\$170,672
First Annual Renewal (per year)					\$180,060	\$186,458.40	\$174,085
Second Annual Renewal (per year)					\$180,060	\$192,052.15	\$177,566
Avg. of Pricing for Initial Term, First and Second Annual Renewals					\$180,060	\$186,512.71	\$174,108
Third Annual Renewal (per year)					\$180,060	\$197,813.71	\$181,117
Low Bidder Points					22.3	21.52	23.06
LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR							

ADDITIONAL SERVICES			
A. Mowers with operator (per hour)	\$35	\$45	\$39
B. Bush-hog with operator (per hour)	\$55	\$75	\$50
C. Tractor with operator (per hour)	\$65	\$75	\$65
D. Supervisor with Transportation (per hour)	\$40	\$55	\$39
E. Laborer with hand equipment (per hour)	\$35	\$45	\$39
F. Truck with driver (per hour)	\$35	\$55	\$39
G. Irrigation Tech (per hour)	\$60	\$65	\$75
H. Granular pesticide applicator (per hour)	\$35	\$55	\$156
I. Liquid pesticide applicator (per hour)	\$35	\$55	\$156
J. Granular fertilizer applicator (per hour)	\$35	\$55	\$156
K. Liquid fertilizer applicator (per hour)	\$35	\$55	\$156
L. Granular weed control applicator (per hour)	\$35	\$55	\$156
M. Liquid weed control applicator (per hour)	\$35	\$55	\$156
N. Laborer for additional trash pick-up (per hour)	\$35	\$45	\$32
O. Lump sum mowing (per Mow)	\$2,500	Blank	\$1,836
TOTAL UNIT COST OF ALL ITEMS COMBINED	\$3,070	\$790	\$3,150
EMERGENCY CLEAN-UP SERVICES			
A. Debris removal personnel unit costs (per hour)			
	Driver: \$50/75	Labor: \$55	Labor: \$65
	Laborer: \$40/60		Holiday / weekend Labor: \$97.50
	Foreman: \$60/90		
AVERAGE UNIT COST OF ALL RATES COMBINED	\$50/75	\$55	\$81.25
B. Debris removal equipment unit costs (per hour)			
	Bucket truck w/ driver: \$175	Skidster: \$155	Skidsteer / loader: \$65
	Grapple truck w/ driver: \$175	Loader: \$155	Holiday skidsteer / loader: \$97.50
AVERAGE UNIT COST OF ALL RATES COMBINED	\$175	\$155	\$81.25
C. Other emergency / disaster related unit costs (per hour)			
	Debris disposal: PER TON	Irrig. Tech: \$75	40 Yard dumpster: \$65
		Grapple truck: \$15/CY	
		Mainscape truck: \$22 / CY	
AVERAGE UNIT COST OF ALL RATES COMBINED	N/A	N/A	\$65
Declaration of Authority, and Execution of Proposal Form	Provided and Complete	Provided and Complete	Provided and Complete
Sworn Statement Regarding Public Entity Crimes	Provided and Complete	Provided and Complete	Provided and Complete
Sworn Statement Regarding Scrutinized Companies	Provided and Complete	Provided and Complete	Provided and Complete
OTHER REQUIRED PROPOSAL INFORMATION			
RESUMES for all persons listed as key management or supervisory personnel, with years of experience in present position, and years of related experience for each person	None Provided	None Provided	Bios provided for key management personnel
RESUMES for staff above the project management level	None provided; Bios for branch managers, director of safety provided	None Provided	None Provided
REFERENCES (3 Minimum) from projects of similar size and scope. Include information relating to the work conducted for each reference, as well as a name, address, phone number of contact person.	Provided with project/ work examples; Required information incomplete	None Provided	3 provided; Required information incomplete
NARRATIVE description of the Proposer's approach	Provided - detailed and thorough	None Provided	Provided
FINANCIALS - audited financial statements, or similar information	NO	NO	NO
Licenses / Certifications Held (inclusive only of valid certificates provided in Proposal)		No certificates provided	

	Certified Arborist		Certified Pest Control Operator
	Certified Pest Control Operator		
	Tree Risk Assessment Qualification		
	Illicit Discharge Detection and Elimination cert.		
	FNGLA Certified Horticulture Professional		
	Certified Pest Control Operator		
Best Practices suggested / recommended?	Some provided, but not specific to Proposal	NO	NO
Miscellaneous (see proposal submittals)			
	Who We Are	Mainscape service agreement	Company History
	Services		Miscellaneous referrals
	Safe Company Program		Reports and Accountability
			The River Club Landscape Report
			Safety Outline
			Hiring and Training Procedures Outline

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR LT RANCH COMMUNITY DEVELOPMENT DISTRICT - PROPOSAL COMPARISON

PROPOSAL SUBMITTAL ITEM	SITEX	SUNNYGROVE	SUPERIOR	TRIMAC
Authorized to do business in Florida (Mandatory)	YES	YES	YES	YES
Hold all state and federal licenses in good standing (Mandatory)	YES	YES	YES	YES
Minimum 5 years of experience in landscape maintenance (Mandatory)	YES	YES	YES	YES
Proposal Guarantee: Bid bond or cashier's check for \$5,000 submitted with proposal	NO	NO	YES	NO
Tax Forms	N/A	NO	W-9 Provided	W-9 Provided
Certificate of Insurance	YES	NO	YES	YES
Affidavit Regarding Proposal and Addendums 1 and 2	Provided, not notarized	Provided, not notarized	Provided and Complete	Provided, but did not acknowledge receipt of Addendums 1,2
Proposal Form Part I - General Information				
a. Proposer General Information	Provided and Complete	Provided and Complete	Provided and Complete	Provided and Complete
b. Company Standing	Submitted and Complete; Corp. organized in Florida 5/10/2016	Submitted and Complete; LLC organized in Florida 4/1/2010	Submitted and Complete; Corp. organized in Florida 5/18/1998	Submitted and Complete; Corp. organized in Florida 2006
c. Current Insurance Limits				
General Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Worker's Compensation	\$1,000,000	\$ 1 Mil / 1 Mil / 1 Mil	\$1,000,000	\$1,000,000
Expiration Date	5/24/2021	4/1/2021 - 3/31/2022	12/1/2021	3/20/2022
Umbrella Liability	\$3,000,000	NO COI	\$3,000,000	\$2,000,000
d. Licensure			Form not used "Please see all licenses and certificates"	Form not used
	Fl. Certified Pest Control Operators	Cert of Competency for Irrigation		
	Dept. of Ag & Consumer Services LTD Fertilizer Applicator	Lee County Occupational License		
	Pest Control Business License	Certified Pest Control Operators		
	University of FL Green Industries Best Mgmt Practices	All Maintenance Employees have BMP Certification.		
	Certified Arborist	Empls working in Manatee Cty are Manatee Cty BMP Cert		
	FNGLA Certified Horticulture Professional	Please see attachment nothing relative in attachment		
Proposal Form Part II - Personnel and Equipment				
a. Location of Proposer's Office	Submitted and Complete; Jacksonville, Fl.; Local Branch Location?	Submitted and Complete; Sarasota, Fl.	Submitted and Complete; Miami, Fl.; Branches in Tampa and Ft. Myers, Fl.	Submitted and Complete; Fleming Island, Fl.; Local Branch Location?
b. Proposer's Staffing Levels				
Number of Supervisors who will be on-site; Number of days / week	1 supervisor; 3 days/week	1 supervisor; 1 / week	1 supervisor; 1 / week	1 supervisor; 2 /week
Number of Technical Personnel who will be on-site; Number of days / month	1 Technical person; 1 day/week	4 tech persons; 2 days / month	2 tech persons; 1 day / month	1 tech person; 2 / month
Number of Laborers who will be on-site; Number of days / week	6 laborers; 3 days / week	12 laborers; 1 day / week	6 laborers; 1 day / week	5 laborers; 2 / week
c. Officers and Supervisory Personnel				
1. Technical Personnel - Does Proposer currently employ any other technical personnel who have expertise in...?	Yes	Yes	NO	Check Box Blank
Position / Certification	Account Manager	Certified Pest Control Operator		Irrigation
Duties / Responsibilities	LT Ranch CDD Mngmnt including Fert/Pest Control Services	Pest Control Operator		Irrigation Inspection/Repairs
% of time dedicated to this project	40	5		25
Describe person's role in other projects on behalf of Proposer	Provided and Complete	Blank		
2. Subcontractors - Does Proposer intend to use any subcontractors...?	NO	YES; form-required information provided	NO	YES; form-required information provided
3. Security Measures	Human Resources dept perform qualifying employee checks prior to	Background check and drug testing	"We perform drug tests periodically and do background checks ata hiring	"Thorough background checks, the e-Verify system are used to vette new

	operaitons approval to procedd and extend offer. Management candidates go through full background checks and require HR approval to proceed prior to offer letter process		period"	hires. If the background check is passed, they are put through training program. Reviews of work, performance are done routinely. Starting pay better than industry average, raises are given based on performance."
d. FORMS				
1. Officers	Provided and Complete	Provided and Complete	Provided and Complete	Provided and Complete
2. Supervisory Personnel	Provided and Complete	Provided and Complete	Provided and Complete	Provided and Incomplete
3. Company Owned Equipment	Provided and Complete	Provided and Complete	Form not used ; Attachment provided	Form not used ; Attachment provided
Proposal Form Part III - Experience				
Has the Proposer performed work for a CDD previously? If yes, provide information for each project similar to this project, currently undertaken, or undertaken in the past 5 years.	YES	YES	Checked NO but included Greenscape Median Landscape Maintenance	NO
	Reserve at Pradera CDD Ph. 1,2,3	Lake Club CDD	City of Miami Beach	Orange Blossom Creek
	Esplanade at Azario Lakewood Ranch	Bonita Beach Blvd CDD	Grounds maintenance for Pocket Parks and ROWs	World Golf Village/Six Mile Creek
	Espl. at the Heights/Grandview at the Heights/Mount Tumulo	Hammock Preserve	City of Hollywood	Ocean Gallery
	Encore at Fishhawk	LT Ranch Loraine Rd CDD	City of Bonita Springs	Epperson North
	Park Forest HOA	Talon Preserve		
List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last 3 years				
2020	\$4,792,582	\$15,359,836.96	19M	\$10,300,000.00
2019	\$4,627,232	\$12,405,945.28	22M	\$8,500,000.00
2018	\$4,790,579	\$9,799,968.24	20M	\$7,800,000.00
Has the Proposer, or any of its principals or supervisory personnel, been terminated from any landscape or irrigation installation of maintenance contract within the last 5 years?	YES	NO	NO	NO
	Parkway Villas Condo Assoc.			
Has the Proposer been cited by OSHA for any job site or company office/shop safety violation in the past 5 years?	NO	NO	NO	NO
Violation and resolution for each OSHA citation				
Current Worker's Compensation Rating	A+ Rating	1.65	1.02	0.82
Has the Proposer experienced any worker injuries resulting in a worker losing more than 10 working days as a result of an injury in the last 5 years?	YES	YES. "Please see attached"	YES. Form not used "if you would please look at our OSHA Logs, each incident is described there, happened in 2018 and 2019"	NO
	Employee fell down and twisted wrist, off for 10 days. Returned on light duty and then full duty.	No Attachment	OSHA Logs Attached	
State whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts	NO	NO	NO	NO
List any and all governmental enforcement actions taken against the Proposer or its principals...describe	N/A	N/A	N/A	N/A
List any and all litigation to which the Proposer or its principals have been a party in the last 5 years. Describe...	N/A	"1- James Box - Claimed denied due to positive drug test. Hired Attorney"	N/A	N/A
Proposal Form Part IV - Pricing				
PART 1 - General Landscape Maintenance (per year)	\$213,683	\$205,260	\$146,588	\$139,126
PART 2 - Fertilization (per year); per Addendum #1 , fertilizer to be bid for applications (3) time per year, in October, January, and April for shrubs/palm, Zoysia, St. Augustine and Bahia landscape material; Per Addendum #2 , ornamental fertilizer will be handled separately, if required, and is not within the bid.	\$25,181	\$28,455	\$38,330	\$6,640
ST. AUGUSTINE				
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.

October					24-2-11 SRN; 1lb; 2,455 lbs; \$2,322	16-0-8; 1 N; 10,000 lbs; \$4,065	Not included, but included Feb, May, June, Sept, Nov	24-0-11; 1 lb; 600 lbs; \$1,700
January					19-3-7 Pre M based soil test; 1 lb; 2,455 lbs; \$3,210	16-0-8; 1 N; 10,000 lbs; \$4,065	Not included, but included Feb, May, June, Sept, Nov	0-0-62 + Pre-M; 1 lb; 600 lbs; \$1,700
April					Not included, but included March and May	Not included, but included March, May, August	24-2-11; blank; 2,000 lbs; \$2,254	24-0-11; .5 lb; 300 lbs; \$900
BAHIA								
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.				
October					20-0-10 pre m; 1 lb; 218 lbs; \$325	Left Blank	Left Blank	Left Blank
January					19-0-24 SRN based on soil test; 1 lb; 229 lbs; \$225	Left Blank	Left Blank	Left Blank
April					24-5-11; 1 lb; 182 lbs; \$210	Left Blank	Left Blank	Left Blank
ZOYSIA								
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.				
October					20-0-10 pre m; 1 lb; 218 lbs; \$325	16-0-8; 1 N; 700 lbs; \$420	Left Blank	24-0-11 1/4-1/3 of N; 1 lb; 30 lbs; \$440
January					19-0-24 SRN based on soil test; 1 lb; 229 lbs; \$210	Not included, but included March and May	Left Blank	24-0-11 1/4-1/3 of N; 1 lb; 30 lbs; \$440
April					24-2-11 SRN; 1lb; 182 lbs; \$225	Not included, but included March and May	Left Blank	24-0-11 1/4-1/3 of N; 1 lb; 30 lbs; \$440
PALMS								
Month	Formula	Appl. Rate	Ttl. Lbs	Cost/Appl.				
October					8-2-12 4 SRN; 1.5 lb; 900 lbs; \$990	Not included, but included February and November	Not included, but included March, June, Sept, Nov	8-10-10; 1.5 lbs; 7.5 lbs; \$340
January					8-2-12 4 SRN; 1.5 lb; 900 lbs; \$990	Not included, but included February and November	Not included, but included March, June, Sept, Nov	8-10-10; 1.5 lbs; 7.5 lbs; \$340
April					8-2-12 4 SRN; 1.5 lb; 900 lbs; \$990	Not included, but included February and November	Not included, but included March, June, Sept, Nov	8-10-10; 1.5 lbs; 7.5 lbs; \$340
PART 3 - Pest Control (per year)					\$19,000	\$16,410	\$16,156	\$1,000
Application for Top Choice for Annual Treatment of Fire Ants (per year)					\$6,850	\$7,500	\$11,200	\$7,500
PART 4 - Irrigation (per year)					\$22,240	\$37,440	\$5,667	\$12,480
PART 5 - Based on quantities determined by Contractor's filed measurements at time of bidding, Contractor shall install:					1st and 2nd top dressings not provide in CY unit cost		1st and 2nd top dressings not provide in CY unit cost	
620 CY Grade "A" Medium pine Bark Mulch per specs - 1st Top-dressing					\$29,140	\$58	\$40,225	\$50
310 CY Grade "A" Medium pine Bark Mulch per specs - 2nd Top-dressing					\$14,570	\$58	\$20,112	\$50
Installation of Grade "A" Medium pine Bark Mulch - Total Cost					\$43,710	\$53,940	\$60,337	\$46,500
PART 6 - Annual Installation								
Contractor shall install 585 (4") annuals four times per year per specs...					\$3.90	\$4.70	\$4.28	\$2.25
Price per rotation					\$2,282	\$2,749.50	\$2,503	\$1,316.25
Price per year (based on four rotation)					\$9,126	\$10,998	\$10,012	\$5,265
GRAND TOTAL (Parts 1, 2, 3, & 4)					Left Blank	Left Blank (\$287,565 from attached document)	\$206,741	\$159,246
First Annual Renewal (per year)					\$280,104	\$10,998	\$206,741	\$159,246
Second Annual Renewal (per year)					\$280,104	\$10,998	\$212,943	\$164,035
Avg. of Pricing for Initial Term, First and Second Annual Renewals					\$280,104 (Initial Term Not Provided)	\$103,187 (Errant First and Second Renewal)	\$208,808	\$160,842
Third Annual Renewal (per year)					\$280,104	\$10,998	\$219,331	\$164,035
Low Bidder Points					N/A	N/A	19.23	24.96
LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES								
A. Mowers with operator (per hour)					\$32	\$65	\$45	\$35
B. Bush-hog with operator (per hour)					\$65	\$125	\$125	\$180
C. Tractor with operator (per hour)					\$75	\$100	\$175	\$180
D. Supervisor with Transportation (per hour)					\$40	\$95	\$75	\$65
E. Laborer with hand equipment (per hour)					\$35	\$55	\$38	\$35
F. Truck with driver (per hour)					\$35	\$65	\$95	\$35
G. Irrigation Tech (per hour)					\$35	\$65	\$55	\$65
H. Granular pesticide applicator (per hour)					\$95	\$55	\$55	\$65
I. Liquid pesticide applicator (per hour)					\$100	\$55	\$125	\$105
J. Granular fertilizer applicator (per hour)					\$110	\$55	\$45	\$65
K. Liquid fertilizer applicator (per hour)					\$100	\$55	\$125	\$105
L. Granular weed control applicator (per hour)					\$110	\$55	\$125	\$65
M. Liquid weed control applicator (per hour)					\$95	\$55	\$175	\$105
N. Laborer for additional trash pick-up (per hour)					\$35	\$55	\$38	\$35
O. Lump sum mowing (per Mow)					\$5,407	\$3,300	\$45	\$3,350
TOTAL UNIT COST OF ALL ITEMS COMBINED					\$6,369	\$4,255	\$1,341	\$4,490
EMERGENCY CLEAN-UP SERVICES								
A. Debris removal personnel unit costs (per hour)								
Labor Equipment operator: \$50					\$75	Chainsaw labor: \$175	Manager: \$90	
Crew Leader: \$35					\$75		Laborer: \$75	
Account Manager: \$55					\$75			
AVERAGE UNIT COST OF ALL RATES COMBINED					\$46.66	\$75	\$175	\$82.50
B. Debris removal equipment unit costs (per hour)								
Backhoe front End Loader: \$75					\$75	Kubota Loader: \$175	tractor and laborer: \$225	Truck/Trailer: \$90
Skid Steer Loader: \$75					\$75	Case Large Loader: \$300 + \$700 freight		Heavy Equipment: T/M based on need
Chipper: \$75					\$75			
AVERAGE UNIT COST OF ALL RATES COMBINED					\$75	\$587.50	\$225	\$90

C. Other emergency / disaster related unit costs (per hour)				
	Subcontractor if needed: Cost + 20%	Standing up trees/shrubs w/lodge poles, braces: \$2,200/day	big truck and tractors: \$375	Irrigation: \$90
	Specialty Rental Equipment: Cost + 20%	Palm Tree Banding: \$75 / tree		
		Per truck load debris removal: Market price/load		
AVERAGE UNIT COST OF ALL RATES COMBINED	N/A	N/A	\$375	\$90
Declaration of Authority, and Execution of Proposal Form	Provided, not notarized	Provided, not notarized	Provided and Complete	Provided and Complete
Sworn Statement Regarding Public Entity Crimes	Incomplete and not notarized	Provided, not notarized	Provided and Complete	Provided and Complete
Sworn Statement Regarding Scrutinized Companies	Provided, not notarized	Form incomplete and not notarized	Provided and Complete	Provided and Complete
OTHER REQUIRED PROPOSAL INFORMATION				
RESUMES for all persons listed as key management or supervisory personnel, with years of experience in present position, and years of related experience for each person	Minimal bio info provided for President/CEO, Account Manager, Arborist	None Provided	None Provided, Structure list only	Short bios only
RESUMES for staff above the project management level	None Provided	None Provided	None Provided	None Provided
REFERENCES (3 Minimum) from projects of similar size and scope. Include information relating to the work conducted for each reference, as well as a name, address, phone number of contact person.	6 provided; only 1 with address	None Provided	None Provided	3 Provided; All required information included
NARRATIVE description of the Proposer's approach	Bullet-point list provided	Provided - detailed and thorough	Minimal Provided	Min. narrative; Bullet-point list provided
FINANCIALS - audited financial statements, or similar information	NO	NO	NO	NO
Licenses / Certifications Held (inclusive only of valid certificates provided in Proposal)		No certificates provided		
	Fl. Certified Pest Control Operators		Certified Arborist	University of FL Green Industries Best Mgmt Practices
	Dept. of Ag & Consumer Services LTD Fertilizer Applicator		FNGLA Membership	FDOT TTC Intermediate Course
	Pest Control Business License		Certified Pest Control Operators	Certified Pest Control Operator
	University of FL Green Industries Best Mgmt Practices		Pest Control Company Firm Registration	LTD Commercial Fertilizer Applicator
	Certified Arborist		State of Florida DBPR General Contractor Certification	
	FNGLA Certified Horticulture Professional		LTD Commercial Fertilizer Applicator	
			State of Florida DBPR Plumbing Contractor Certification	
			FDOT TTC Advanced Refresher Course	
			University of FL Green Industries Best Mgmt Practices	
Best Practices suggested / recommended?	Mininal provided	Some provided	Some provided	Yes, some provided
Miscellaneous (see proposal submittals)				
	Services summary and highlights	Landscape Mangement Services Specifications and Proposal	OSHA's Form 300 - Log of Work-Related Injuries and Illnesses	SunBiz Annual Report Filed 2020
	Rerporting examples		Equipment List	Outdoor Resiliency Plan
	Design and enhancement solutions		Lee County Local Business Tax Receipt	Reporting examples
	Irrigation / water management		Collier Cty Board of Cty Commissioners Cert of Competency	Site inspection and the proposal process
	Our people		Articles of incorporation	Custom solutions
	Proactive Site Assessment (psa)			Mission Statement
	Hurricane and storm management			Letters of Reference
	Organizational Chart			

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**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 Financial Statements

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, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

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, 2020, 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.

Other Matters

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, 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 Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 13, 2021, 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.



April 13, 2021

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, 2020. 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.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2018-042 of Sarasota County, Florida effective on September 12, 2018 and no audit was required for the prior period.

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 (\$6,975,092). 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 decrease 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 (\$6,993,741), a decrease. The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to the cost of issuance Series 2019 Bonds and conveyance of completed infrastructure to another entity for maintenance and ownership responsibilities. 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, 2020, the District's governmental funds reported combined ending fund balances of \$1,524,531, an increase of \$1,505,882 in comparison with the prior fiscal year. A portion of the fund balance is restricted for debt service and capital projects and the remainder is unassigned fund balance which is available for spending at the District's discretion.

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 Developer contributions. 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 activities in the government-wide financial statements. 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,	
	2020	2019 (unaudited)
Current and other assets	\$ 1,527,006	\$ 19,002
Capital assets, net of depreciation	8,556,414	-
Total assets	10,083,420	19,002
Current liabilities	269,500	353
Long-term liabilities	16,789,012	-
Total liabilities	17,058,512	353
Net Position		
Net investment in capital assets	(8,232,598)	-
Restricted	1,234,192	-
Unrestricted	23,314	18,649
Total net position	\$ (6,975,092)	\$ 18,649

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.

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 remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to bond issue costs incurred during the current fiscal year and conveyance of the utilities infrastructure to the Sarasota County.

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,

	2020	2019 (unaudited)
Revenues:		
Program revenues		
Operating grants and contributions	\$ 95,365	\$ 90,000
Capital grants and contributions	432	-
Total revenues	<u>95,797</u>	<u>90,000</u>
Expenses:		
General government	90,335	71,351
Maintenance and operations*	282,317	-
Conveyance of infrastructure	5,662,917	-
Bond issuance cost	553,742	-
Interest	500,227	-
Total expenses	<u>7,089,538</u>	<u>71,351</u>
Change in net position	<u>(6,993,741)</u>	<u>18,649</u>
Net position - beginning	<u>18,649</u>	-
Net position - ending	<u>\$ (6,975,092)</u>	<u>\$ 18,649</u>

* comprised of depreciation expense

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$7,089,538. Program revenues are comprised primarily of Developer contributions. 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, increased from the prior fiscal year as a result of an increase in general activity in the current fiscal year, bond issuance costs, interest expense and conveyance of the infrastructure to the Sarasota County.

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. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2020, the District had \$8,838,731 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$282,317 has been taken, which resulted in a net book value of \$8,556,414. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020, the District had \$16,735,000 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

It is anticipated that the general operations of the District will increase as the District is being built out.

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 37th Street, Fort Lauderdale, Florida 33308, (954) 658-4900.

**LT RANCH COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 25,789
Restricted assets:	
Investments	1,501,217
Capital assets:	
Depreciable, net	8,556,414
Total assets	10,083,420
 LIABILITIES	
Accounts payable	2,475
Accrued interest payable	267,025
Non-current liabilities:	
Due within one year	315,000
Due in more than one year	16,474,012
Total liabilities	17,058,512
 NET POSITION	
Net investment in capital assets	(8,232,598)
Restricted for debt service	530,620
Restricted for capital projects	703,572
Unrestricted	23,314
Total net position	\$ (6,975,092)

See notes to the financial statements

**LT RANCH COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 90,335	\$ 95,000	\$ -	\$ 4,665
Maintenance and operations*	282,317	-	432	(281,885)
Conveyance of infrastructure	5,662,917	-	-	(5,662,917)
Bond issuance costs	553,742	-	-	(553,742)
Interest on long-term debt	500,227	365	-	(499,862)
Total governmental activities	<u>7,089,538</u>	<u>95,365</u>	<u>432</u>	<u>(6,993,741)</u>
				<u>(6,993,741)</u>
				<u>18,649</u>
				<u>\$ (6,975,092)</u>

* comprised of depreciation expense for current fiscal year

See notes to the financial statements

**LT RANCH COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash and cash equivalents	\$ 25,789	\$ -	\$ -	\$ 25,789
Investments	-	797,645	703,572	1,501,217
Total assets	<u>\$ 25,789</u>	<u>\$ 797,645</u>	<u>\$ 703,572</u>	<u>\$ 1,527,006</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,475	\$ -	\$ -	\$ 2,475
Total liabilities	<u>2,475</u>	<u>-</u>	<u>-</u>	<u>2,475</u>
Fund balances:				
Restricted for:				
Debt service	-	797,645	-	797,645
Capital projects	-	-	703,572	703,572
Unassigned	23,314	-	-	23,314
Total fund balances	<u>23,314</u>	<u>797,645</u>	<u>703,572</u>	<u>1,524,531</u>
Total liabilities and fund balances	<u>\$ 25,789</u>	<u>\$ 797,645</u>	<u>\$ 703,572</u>	<u>\$ 1,527,006</u>

See notes to the financial statements

**LT RANCH COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Fund balance - governmental funds \$ 1,524,531

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 accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	8,838,731	
Accumulated depreciation	<u>(282,317)</u>	8,556,414

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	(267,025)	
Unamortized original issue premium	(54,012)	
Bonds payable	<u>(16,735,000)</u>	<u>(17,056,037)</u>
Net position of governmental activities		<u><u>\$ (6,975,092)</u></u>

See notes to the financial statements

**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, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 95,000	\$ -	\$ -	\$ 95,000
Interest earnings	-	365	432	797
Total revenues	<u>95,000</u>	<u>365</u>	<u>432</u>	<u>95,797</u>
EXPENDITURES				
Current:				
General government	90,335	-	-	90,335
Debt service:				
Interest	-	233,202	-	233,202
Bond issuance costs	-	-	553,742	553,742
Capital outlay	-	-	14,501,648	14,501,648
Total expenditures	<u>90,335</u>	<u>233,202</u>	<u>15,055,390</u>	<u>15,378,927</u>
Excess (deficiency) of revenues over (under) expenditures	4,665	(232,837)	(15,054,958)	(15,283,130)
OTHER FINANCING SOURCES (USES)				
Bond issuance	-	1,030,482	15,704,518	16,735,000
Original issue premium	-	-	54,012	54,012
Total other financing sources (uses)	<u>-</u>	<u>1,030,482</u>	<u>15,758,530</u>	<u>16,789,012</u>
Net change in fund balances	4,665	797,645	703,572	1,505,882
Fund balances - beginning	<u>18,649</u>	<u>-</u>	<u>-</u>	<u>18,649</u>
Fund balances - ending	<u>\$ 23,314</u>	<u>\$ 797,645</u>	<u>\$ 703,572</u>	<u>\$ 1,524,531</u>

See notes to the financial statements

**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, 2020**

Net change in fund balances - total governmental funds \$ 1,505,882

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

Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position. 14,501,648

Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position. (16,735,000)

Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities. (5,662,917)

Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expenses in the statement of activities. (282,317)

Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. (54,012)

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:

Change in accrued interest (267,025)

Change in net position of governmental activities \$ (6,993,741)

See notes to the financial statements

**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, 2020, 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*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources (Continued)

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:

Committed fund balance – 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, 2020:

	<u>Amortized cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
US Bank Mmkt 5	\$ 1,501,217	S&P A-1+	N/A
	<u>\$ 1,501,217</u>		

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)

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 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 5,662,917	\$ (5,662,917)	\$ -
Total capital assets, not being depreciated	-	5,662,917	(5,662,917)	-
Capital assets, being depreciated				
Stormwater Management	-	6,752,433	-	6,752,433
Road & Street Facilities - Paving	-	1,965,721	-	1,965,721
Other Physical Environment - Landscaping	-	120,577	-	120,577
Total capital assets, being depreciated	-	8,838,731	-	8,838,731
Less accumulated depreciation for:				
Stormwater Management	-	202,573	-	202,573
Road & Street Facilities - Paving	-	73,715	-	73,715
Other Physical Environment - Landscaping	-	6,029	-	6,029
Total accumulated depreciation	-	282,317	-	282,317
Total capital assets, being depreciated, net	-	8,556,414	-	8,556,414
Governmental activities capital assets, net	\$ -	\$ 14,219,331	\$ (5,662,917)	\$ 8,556,414

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$47.5 million. The District conveyed \$5,662,917 of improvements to other governmental entities during the current fiscal year.

All of the current year improvements were acquired from the Developer.

NOTE 6 - 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.

NOTE 6 - LONG TERM LIABILITIES (Continued)

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, 2020.

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2019	\$ -	\$ 16,735,000	\$ -	\$ 16,735,000	\$ 315,000
Plus: original issue premium	-	54,012	-	54,012	-
Total	\$ -	\$ 16,789,012	\$ -	\$ 16,789,012	\$ 315,000

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 315,000	\$ 640,860	\$ 955,860
2022	325,000	631,410	956,410
2023	335,000	621,660	956,660
2024	345,000	611,610	956,610
2025	355,000	601,260	956,260
2026-2030	1,965,000	3,024,020	4,989,020
2031-2035	2,365,000	2,437,200	4,802,200
2036-2040	2,890,000	1,923,800	4,813,800
2041-2045	3,530,000	1,297,200	4,827,200
2046-2050	4,310,000	531,200	4,841,200
	\$ 16,735,000	\$ 12,320,220	\$ 29,055,220

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$95,000.

NOTE 8 – 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 9 – 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 10 - 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 11 – SUBSEQUENT EVENTS

The Developer requests to be paid from bond proceeds the amount of \$1,011,330.21, which represents portions of the remaining balances and retainage owed for Improvements and Work Product previously acquired by the District. The amount represents only a portion of the total amount that remaining to be paid for the previously acquired Improvements and Work Product. Developer intends on seeking additional payments upon its payment of all or a portion of the remaining amounts to be paid.

**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, 2020**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer contributions	\$ 95,850	\$ 95,000	\$ (850)
Total revenues	95,850	95,000	(850)
EXPENDITURES			
Current:			
General government	95,850	90,335	5,515
Total expenditures	95,850	90,335	5,515
Excess (deficiency) of revenues over (under) expenditures	\$ -	4,665	\$ 4,665
Fund balance - beginning		18,649	
Fund balance - ending		\$ 23,314	

See notes to required supplementary information

**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. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



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, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 13, 2021.

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.

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.

By
Law & Associates

April 13, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
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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, 2020. 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, 2020.

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.

Grau & Associates

April 13, 2021



**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, 2020, and have issued our report thereon dated April 13, 2021.

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 April 13, 2021, 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:

- I. 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.

Grau & Associates

April 13, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A

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, 2019, as no audit was done in the prior year.

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, 2020.

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, 2020.

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, 2020. 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.



Memorandum

Date: May 1, 2021
To: James P. Ward- District Manager
Through: Bruce Bernard – Field Manager
From: Richard Freeman – Inspector
Subject: L. T. Ranch CDD – May 1, 2021 Report
CGA Project # 20-4050

Lake Maintenance

Eco-Logic informed CDD staff that nuisance algae has now been observed in several other lakes. This is reportedly due to increased lake water temperature compounded with days (sunshine time) getting longer. Eco-Logic is continuing with the ongoing algae maintenance / treatments and will continue to treat the lakes (and the additional lakes) as necessary. In addition, Eco-Logic is focused on treating lake perimeters to prevent aquatic grasses and cattails from getting established, in order to keep a neat edge around the lakes.

The littoral shelves in Lakes B1, E1, E2, F1, H1, H2, H3, and X1 have been planted, but the other lakes have not been completed due to construction-related activities.

An addendum to the contract (services agreement) was prepared and submitted by Eco-Logic to add the maintenance for the Neighborhood 4 north lakes. The CDD District Manager is in the

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Code Enforcement
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process of reviewing the legal documents to determine if these lakes have been turned over to the CDD for their maintenance.

Landscaping

The non-mandatory pre-bid meeting for the Landscaping and Irrigation three year contract was held on April 1, 2021 at 10:00 AM. Eight (8) companies / vendors attended the meeting. The vendors in attendance were instructed to email any questions; an addendum answering submitted questions was provided to the ten (10) vendors that submitted bids. The bids were opened on April 13th, 2021 and the results were emailed to each vendor on April 14th, 2021. All received bid packages were sent to a third party to be evaluated.

The ruts at the front entrance, on the east side of the median, were repaired by Centeno Sod on April 15, 2021. Centeno Sod also met with CDD staff on-site on April 22, 2021, to inspect and provide the CDD with a proposal to repair certain identified areas of damaged zoysia grass in the vicinity of the front entrance. Staff is currently awaiting the proposal from Centeno Sod.

Sunny Grove Landscaping is continuing to provide the routine landscaping and irrigation maintenance services, and has now increased the grass mowing to once a week per the agreement.



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Ron Turner Supervisor of Elections

Sarasota County: *Our County. Our Vote.*

April 21, 2021

Cori Dissinger
JP Ward & Associates
2301 NE 37th St
Fort Lauderdale FL 33308

Subject: Qualified Electors for LT Ranch CDD

Dear Cori:

Per your written request, I have calculated the qualified registered electors in the LT Ranch Community Development District as of April 15, 2021.

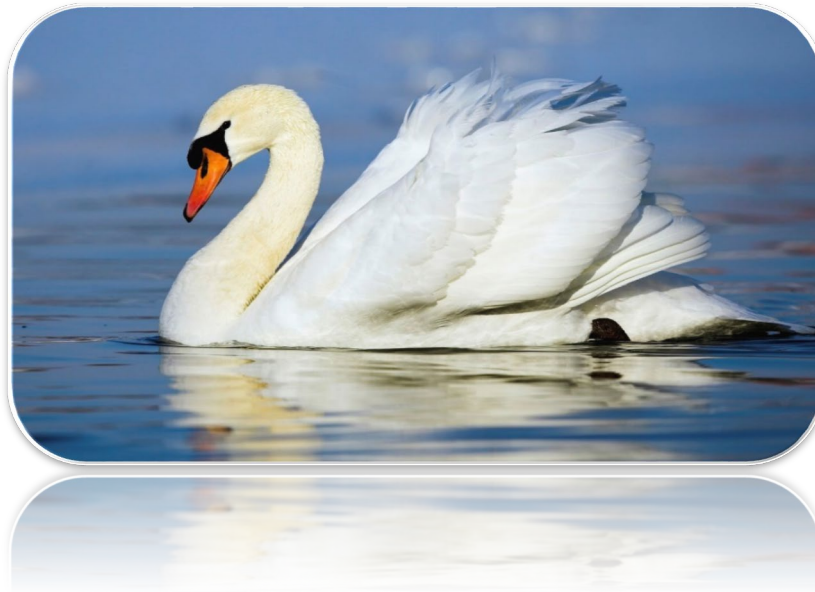
Currently I show 54 registered voters residing within the development.

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County, Florida

RT/alp

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - APRIL 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

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

LT Ranch Community Development District

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JPWard & Associates LLC

2301 Northeast 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

**LT Ranch Community Development District
Balance Sheet
for the Period Ending April 30, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Assets					
Cash and Investments					
General Fund - Invested Cash	\$ 304,161	\$ -	\$ -	\$ -	\$ 304,161
Debt Service Fund					
Interest Account		320,430			\$ 320,430
Sinking Account		315,000			\$ 315,000
Reserve Account		476,850			\$ 476,850
Revenue Account		347,174			\$ 347,174
Capitalized Interest		-			\$ -
Prepayment Account					\$ -
Construction Account			374		\$ 374
Cost of Issuance Account			-		\$ -
Due from Other Funds					
General Fund	-	1,221	-	-	1,221
Debt Service Fund(s)	-	-	-	-	-
Accounts Receivable	-	-	-	-	-
Assessments Receivable	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	1,460,675	1,460,675
Amount to be Provided by Debt Service Funds	-	-	-	14,959,325	14,959,325
Total Assets	\$ 304,161	\$ 1,460,675	\$ 374	\$ 16,420,000	\$ 18,185,210

**LT Ranch Community Development District
Balance Sheet
for the Period Ending April 30, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer			\$ 307,756		\$ 307,756
Due to Other Funds	-				-
General Fund	-	-	-	-	-
Debt Service Fund(s)	1,221	-	-	-	1,221
Bonds Payable					
Current Portion				\$315,000	\$ 315,000
Long Term					
Series 2019				\$16,105,000	16,105,000
Total Liabilities	\$ 1,221	\$ -	\$ 307,756	\$ 16,420,000	\$ 16,728,976
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2020 (Audited)	-	797,645	703,572	-	1,501,217
Results from Current Operations	-	663,030	(1,010,954)	-	(347,924)
Unassigned					
Beginning: October 1, 2020 (Audited)	23,314	-	-	-	23,314
Results from Current Operations	279,627	-	-	-	279,627
Total Fund Equity and Other Credits	\$ 302,940	\$ 1,460,675	\$ (307,382)	\$ -	\$ 1,456,233
Total Liabilities, Fund Equity and Other Credits	\$ 304,161	\$ 1,460,675	\$ 374	\$ 16,420,000	\$ 18,185,210

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2021

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest										
Interest - General Checking	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue										
Special Assessments - On-Roll	-	2,320	5,703	3,581	437,256	1,316	559	450,735	437,215	103%
Special Assessments - Off-Roll	-	30,000	-	-	-	-	-	30,000	-	N/A
Developer Contribution	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ 32,320	\$ 5,703	\$ 3,581	\$ 437,256	\$ 1,316	\$ 559	\$ 480,735	\$ 437,215	N/A
Expenditures and Other Uses										
Executive										
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	23,333	40,000	58%
Financial and Administrative										
Audit Services	-	-	-	-	-	2,000	2,000	4,000	4,500	89%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	9,333	16,000	58%
Assessment Roll Services	833	1,833	1,333	1,333	1,333	1,333	1,333	9,333	8,000	117%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services										
Legal Advertising	-	-	1,020	-	-	-	-	1,020	2,000	51%
Trustee Services	-	-	-	-	5,214	-	-	5,214	6,695	78%
Dissemination Agent Services	-	-	-	-	-	-	1,000	1,000	5,000	20%
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	24	23	25	22	21	10	-	124	250	50%
Communications & Freight Services										
Postage, Freight & Messenger	-	-	40	40	-	-	77	157	750	21%
Computer Services - Website Development	50	-	-	50	-	-	-	100	2,000	5%

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2021

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Insurance	5,251	-	-	-	-	-	-	5,251	6,000	88%
Printing & Binding		-	158	184	-	-	162	504	1,500	34%
Subscription & Memberships	175	-	-	-	-	-	-	175	175	100%
Legal Services										
Legal - General Counsel	-	-	929	193	151	-	207	1,479	15,000	10%
Legal - Series 2019 Bonds	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services										
Engineering/ Asset Mgmt Services	-	-	-	2,917	-	10,165	2,917	15,998	35,000	46%
NPDES	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services										
Wetland Lake Maintenance										
Wetland Preservation Maintenance	-	-	-	-	-	1,125	1,125	2,250.00	39,000	6%
Lake Maintenance	-	-	-	-	-	7,980	-	7,980.00	20,000	40%
Path Mowing/Path Shell	-	-	-	-	-	-	-	-	14,000	0%
Preserve Maintenance	-	-	-	-	-	9,450	-	9,450.00	-	N/A
Water Quality Testing	-	-	-	-	-	-	-	-	-	N/A
Parks and Recreation										
Amenities Maintenance										
Snack Shack/Maintenance Building	-	-	-	-	-	-	-	-	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	-	-	-	-	-	-	1,000	0%
Outdoor Sport Courts Maintenance	-	-	-	-	-	-	-	-	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	-	-	-	-	3,000	0%
Water/Sewer Park	-	-	-	-	-	-	-	-	2,000	0%
Landscaping Services										
Professional Services										
Grounds Contract	-	-	-	-	-	98,460	5,258	103,717.50	161,352	64%
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	-	-	688	687.50	5,000	0%

Prepared by:

JPWARD and Associates, LLC

Unaudited

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2021

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Grounds - Mulch	-	-	-	-	-	-	-	-	5,000	0%
Replanting Materials/Supplies	-	-	-	-	-	-	-	-	2,500	0%
Grounds - Community Park Mow	-	-	-	-	-	-	-	-	24,000	0%
Irrigation Maintenance & Repair	-	-	-	-	-	-	-	-	1,000	0%
Contingencies (5% of Field Operations)	-	-	-	-	-	-	-	-	13,993	0%
Reserves										
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges	-	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees							-	-	-	
Sub-Total:	11,000	6,523	8,172	9,405	11,386	18,175	19,432	201,108	437,215	46%
Total Expenditures and Other Uses:	\$ 11,000	\$ 6,523	\$ 8,172	\$ 9,405	\$ 11,386	\$ 18,175	\$ 19,432	\$ 201,108	\$ 437,215	46%
Net Increase/ (Decrease) in Fund Balance	(11,000)	25,797	(2,469)	(5,824)	425,870	(16,859)	(18,873)	279,627	-	
Fund Balance - Beginning	23,314	12,314	38,110	35,641	29,817	455,687	438,828	23,314	-	
Fund Balance - Ending	\$ 12,314	\$ 38,110	\$ 35,641	\$ 29,817	\$ 455,687	\$ 438,828	\$ 419,955	\$ 302,940	\$ -	

LT Ranch Community Development District
Debt Service Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2021

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income										
Interest Account	-	0	0	-	-	-	-	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	2	2	2	2	2	2	2	14	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	\$ -	\$ 0	\$ 0	\$ 0	2	2	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	-	3	-	N/A
Special Assessments - Prepayments										
Special Assessments - On Roll	-	5,064	12,448	\$ 7,817	\$ 954,392	\$ 2,872	1,221	983,813	954,397	N/A
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds										
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 5,067	\$ 12,450	\$ 7,819	\$ 954,394	\$ 2,874	\$ 1,224	\$ 983,832	\$ 954,397	N/A
Expenditures and Other Uses										
Debt Service										
Principal Debt Service - Mandatory										
Series 2019	-	-	-	-	-	-	-	-	315,000	N/A
Principal Debt Service - Early Redemptions										
Series 2019	-	-	-	-	-	-	-	-	-	N/A
Interest Expense										
Series 2019	-	320,430	-	-	-	-	-	320,430	640,860	N/A
Operating Transfers Out (To Other Funds)										
	-	372	-	-	-	-	-	372	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 320,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,802	\$ 955,860	N/A
Net Increase/ (Decrease) in Fund Balance	3	(315,735)	12,450	7,819	954,394	2,874	1,224	663,030	(1,463)	
Fund Balance - Beginning	797,645	797,649	797,645	810,096	817,914	1,772,309	1,775,182	797,645	-	
Fund Balance - Ending	\$ 797,649	\$ 481,914	\$ 810,096	\$ 817,914	\$ 1,772,309	\$ 1,775,182	\$ 1,776,406	\$ 1,460,675	\$ (1,463)	

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2021

Description	October	November	December	January	February	March	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	-	-	-	-	-	-	-	-	\$ -	N/A
Interest Income										
Construction Account	3	2	-	-	-	-	-	5	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	\$ -	N/A
Debt Proceeds	-	-	-	-	-	-	-	-	\$ -	N/A
Developer Contributions	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	372	-	-	-	-	-	372	\$ -	N/A
Total Revenue and Other Sources:	\$ 3	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 377	\$ -	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	\$ 819,454	\$ -	-	-	-	-	-	819,454	-	N/A
Stormwater Management	\$ 191,876	\$ -	-	-	-	-	-	191,876	-	N/A
Landscaping	\$ -	\$ -	-	-	-	-	-	-	-	N/A
Roadway Improvement	\$ -	\$ -	-	-	-	-	-	-	-	N/A
Cost of Issuance										
Legal - Series 2019 Bonds	\$ -	\$ -	-	-	-	-	-	-	-	N/A
Underwriter's Discount	\$ -	\$ -	-	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	\$ -	\$ -	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ 1,011,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,330	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ (1,011,327)	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,010,954)	\$ -	
Fund Balance - Beginning	\$ 703,572	\$ (307,756)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ -	
Fund Balance - Ending	\$ (307,756)	\$ (307,382)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ (307,382)	\$ -	