

**RANCHES AT LAKE
MCLEOD**

**COMMUNITY DEVELOPMENT
DISTRICT**

September 8, 2022

BOARD OF SUPERVISORS

**PUBLIC HEARING AND
REGULAR MEETING AGENDA**

Ranches at Lake McLeod Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

September 1, 2022

Board of Supervisors
Ranches at Lake McLeod Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Ranches at Lake McLeod Community Development District will hold a Public Hearing and Regular Meeting on September 8, 2022 at 1:30 p.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignations of Supervisors
 - A. David Waronker [SEAT 1] *Term Expires November 2025*
 - B. Ashley Baksh [SEAT 3] *Term Expires November 2023*
4. Consider Appointments to Fill Unexpired Terms of Seat 1 and Seat 3
 - A. Administration of Oath of Office to Newly Appointed Supervisors (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-15, Designating Certain Officers of the District, and Providing for an Effective Date

5. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2022-16, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Fiscal Year 2022/2023 Budget Funding Agreement
7. Consideration of Artemis Lifestyles Services, Inc., Field Operations Agreement
8. Ratification of Tampa Electric Company Lighting Services Summary Proposal
9. Consideration of Resolution 2022-04, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
10. Acceptance of Unaudited Financial Statements as of July 31, 2022
11. Approval of August 16, 2022 Special Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Cobb Cole*
 - B. District Engineer: *Connelly & Wicker, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 4, 2022 at 1:30 P.M.

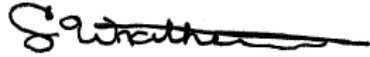
○ QUORUM CHECK

	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
BRENT KEWLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ADAM MORGAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ROB BONIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

3A

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Ranches at Lake McLeod Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

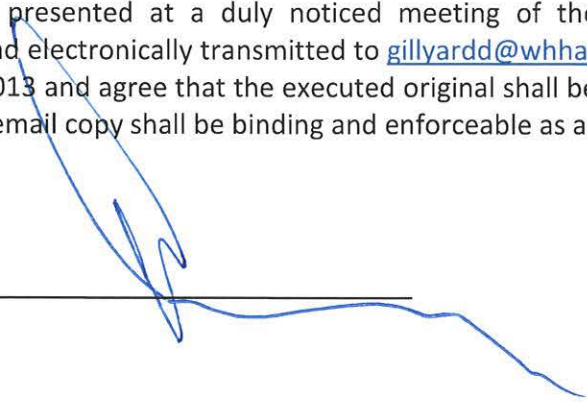
From: David W. Warner
Printed Name

Date: Sept 8, 2022
Date

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

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

Signature



**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2022-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ranches at Lake McLeod Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

PASSED AND ADOPTED this 8th day of September, 2022.

ATTEST:

**RANCHES AT LAKE MCLEOD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

5A



Miscellaneous Notices

Published in The Ledger on August 19, 2022

Location

Polk County,

Notice Text

RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Ranches at Lake McLeod Community Development District (District) will hold a public hearing on September 8, 2022 at 1:30 p.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830 for the purpose of hearing comments and objections on the adoption of the proposed budget (Proposed Budget) of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (Fiscal Year 2022/2023). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 (District Manager s Office), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

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

District Manager

August 19, 26/2022 7634203



Miscellaneous Notices

Published in The Ledger on August 26, 2022

Location

Polk County,

Notice Text

RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS MEETING.

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District Manager

August 19, 26/2022 7634203

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2022-16

THE ANNUAL APPROPRIATION RESOLUTION OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Ranches at Lake McLeod Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Ranches at Lake McLeod Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the amounts identified below to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND

See Exhibit A

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$15,000 or 15% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2022.

ATTEST:

**RANCHES AT LAKE MCLEOD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Adopted Budget

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
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**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget
	Adopted Budget	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 87,290	\$ 24,241	\$ 58,827	\$ 83,068	\$ 544,143
Total revenues	<u>87,290</u>	<u>24,241</u>	<u>58,827</u>	<u>83,068</u>	<u>544,143</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	646	2,153	2,799	5,383
Management/accounting/recording**	48,000	12,000	36,000	48,000	48,000
Legal	15,000	180	14,820	15,000	15,000
Engineering	3,000	-	1,500	1,500	2,000
Audit	5,000	-	-	-	5,000
Arbitrage rebate calculation*	500	-	-	-	500
Dissemination agent*	1,000	-	250	250	1,000
Trustee*	5,000	-	-	-	5,000
Telephone	200	100	100	200	200
Postage	500	-	250	250	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	287	287	574	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Meeting room rental	-	-	-	-	750
Contingencies/bank charges	500	282	218	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Total professional & administrative	<u>87,290</u>	<u>19,130</u>	<u>56,533</u>	<u>75,663</u>	<u>92,423</u>
Field operations					
Field operations management	-	-	-	-	24,000
Security	-	-	-	-	48,000
O&M accounting	-	-	-	-	5,000
Property insurance	-	-	-	-	18,000
Holiday decorations	-	-	-	-	500
Pool service	-	-	-	-	13,560
Janitorial	-	-	-	-	19,000
Electrical repairs	-	-	-	-	5,560
General R&M	-	-	-	-	18,000
Office supplies	-	-	-	-	2,400
Miscellaneous/contingency	-	-	-	-	12,000
Utilities					
Water & sewer	-	-	-	-	15,000
Electric - street lights	-	-	-	-	48,600
Electric - amenity	-	-	-	-	6,300
Internet & phone - amenity	-	-	-	-	3,000

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget
	Adopted Budget	Actual through 3/31/2022	Projected through 9/30/2022		
Grounds & waterways					
Contracted landscaping	-	-	-	-	108,000
Landscaping replacement	-	-	-	-	27,000
Mulch	-	-	-	-	15,000
Irrigation repairs	-	-	-	-	12,000
Drainage & retention maintenance	-	-	-	-	7,500
Signage	-	-	-	-	500
Stormwater system maintenance	-	-	-	-	14,000
Lake maintenance & monitoring	-	-	-	-	28,800
Total field operations	-	-	-	-	451,720
Total expenditures	<u>87,290</u>	<u>19,130</u>	<u>56,533</u>	<u>75,663</u>	<u>544,143</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	5,111	2,294	7,405	-
Fund balance - beginning (unaudited)	-	(7,405)	(2,294)	(7,405)	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(2,294)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,294)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Total Number of Units (1,168 Residential plus 17,500 sq ft of Commercial)	1,185.50
Professional & admin amount per unit	\$ 77.96
Operations & maintenance per unit	381.04
Total per unit	\$ 459.00

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 5,383
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	
Management/accounting/recording**	48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	15,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	5,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
EXPENDITURES (continued)	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
Meeting room rental	750
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Field operations management	24,000
Security	48,000
O&M accounting	5,000
Property insurance	18,000
Holiday decorations	500
Pool service	13,560
Janitorial	19,000
Electrical repairs	5,560
General R&M	18,000
Office supplies	2,400
Miscellaneous/contingency	12,000
Utilities	
Water & sewer	15,000
Electric - street lights	48,600
Electric - amenity	6,300
Internet & phone - amenity	3,000
Grounds & waterways	
Contracted landscaping	108,000
Landscaping replacement	27,000
Mulch	15,000
Irrigation repairs	12,000
Drainage & retention maintenance	7,500
Signage	500
Stormwater system maintenance	14,000
Lake maintenance & monitoring	28,800
Total expenditures	<u><u>\$544,143</u></u>

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

6

**RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 8th day of September, 2022, by and between:

Ranches at Lake McLeod Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Lennar Homes, LLC a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 6675 Westwood Blvd., 5th Floor, Orlando, Florida 32821.

Recitals

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Eagle Lake, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property is described in more detail in **Exhibit B** and will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2022/2023, which year commences on October 1, 2022, and concludes on September 30, 2023 (the "FY 2023 Budget"); and

WHEREAS, the FY 2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2023 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2023 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2023 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2023 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to

or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Polk County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

SECTION 4. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 5. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2023 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2023 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2023 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 7. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or

entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 9. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

SECTION 10. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 11. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

[Remainder of this page intentionally left blank]

ATTEST:

**RANCHES AT LAKE MCLEOD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LENNAR HOMES, LLC,
a Florida limited liability company

Witness

By: _____

Its: _____

- Exhibit A:** Fiscal Year 2022/2023 General Fund Budget
- Exhibit B:** Description of the Property

Exhibit A

Fiscal Year 2022/2023 General Fund Budget

Exhibit B

Description of the Property

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

7



FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between:

RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is **2300 Glades Road, Suite 410W, Boca Raton, Florida 33431**

Artemis Lifestyles Services, Inc. Florida corporation whose address is **1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744**

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("*Act*"); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure ("**Improvements**") located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

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

SECTION 2. MANAGER'S OBLIGATION.

A. Specific Duties. Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. GENERAL DUTIES. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. INSPECTION. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or its designee.

E. COMPLIANCE WITH GOVERNMENT RULES, REGULATIONS, REQUIREMENTS AND ORDERS.

Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the Improvements.

F. ADHERENCE TO DISTRICT RULES, REGULATIONS AND POLICIES.

To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District property or the Improvements are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. CARE OF THE PROPERTY. Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

A. The term of this Agreement shall commence as of the date first written above and shall terminate _____ unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance asset forth in **Exhibit B.** The Umbrella and General Liability policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the

Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract. Additionally, nothing in this Agreement requires Consultant

to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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 Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no

authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. 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.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. 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 Manager may deliver Notice on behalf of the District and the Manager. 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.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; 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 shall be in St. Johns County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 the Manager'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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1 (877) 276-0889 or info@ranchesatlakemcleodcdd.net.

SECTION 19. 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.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager 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.

SECTION 21. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, 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.

Ranches at Lake McLeod Development District.

Artemis Lifestyle Services, Inc.

Name: _____

Name: Diane Braswell

Title: _____

Title: Chief Executive Officer (CEO)

Signature: _____

Signature: _____

Date: _____

Date: _____



EXHIBIT A

Managerial Services - \$1,500 per month

1. Operate the Common Elements and other property owned by the CDD (the "Property") according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District's policies and Rules of Procedure.
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.

7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District's governing documents, the Rules and Regulations, and architectural guidelines.

8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.

9. Agent may charge the fee prescribed in Schedule A and B for attendance of any additional District Board meetings beyond 12 District Board meetings per fiscal year. Any meeting over 3 hours will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9 pm will be billed at \$75 per hour. For example, if a meeting were to start at 7 pm and close at 10 pm, the time from 9 – 10 pm will be billed at \$75 per hour

Insert EXHIBIT B



EXHIBIT C

The following items are billed separately and are not included in the base management fee. A specific fee or an hourly rate will apply as outlined by hourly billing rates below.

- Additional board meetings: \$75 per hour.

 - Retrieval of archived boxes for investigation/regulatory purposes: \$25 per round trip.
1. Participation in legal action involving the District, court appearances, depositions, consultation with attorneys in connection with litigation filed or proposed on behalf of or directed by the District or meeting in excess of previously outlined.

 2. Warranty or punch list work, in conjunction with claims arising against the developer or against contractors under contract prior to this Agreement.

 3. Special Project Fee: In the event that the District has to engage contractors for special work which may include, but not be limited to demolition, reconstruction or remedial work, or to address fire, flood, hurricane, tropical storm, lightning and tornado damage, and requires additional on-site visits or inspections by Vesta Property Services, the time spent shall be a billable expense of the District. The fee applied will be based on the personnel involved as outlined below and will be done only by prior written agreement of the scope of work and the extent of responsibility of Vesta Property Services with the District Board. The Special Project fee shall be in addition to any other fees provided for in this Agreement.

 4. Any extraordinary expense not included above with prior approval from the District's Board.

Hourly Billing Rates:	Senior Management:	\$125.00/hour
	General/Operations Manager:	\$100.00/hour
	Community Manager:	\$ 80.00/hour
	Accountant:	\$ 65.00/hour
	Maintenance:	\$ 65.00/hour
	Admin. Staff:	\$ 50.00/hour

*fees are subject to change based on an annual review of increased costs.

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

8

LIGHTING SERVICES SUMMARY PROPOSAL
ESTIMATE for Budgeting Purposes

Project Name: Ranches at Lake McLeod - North

Proposal ID: 20220524.1 **Contact Name:** Adam Morgan

Work Request Number: 2375966 - 15535.26 **Billing Name:** Ranches at Lake McLeod Community Development District

TECO Rep: Lee Isham **Billing Address:** 2300 Glades Road, Suite 410 W
 Boca Raton, FL 33431

Business Partner #: TBD **Site Address:** 0 Bomber Rd Winter Haven 33880

EIN #: ~~TBD~~ 85-4141891

Contract Acct #: TBD

In accordance with the LS2 Tariff approved by the Florida Public Service Commission, Tampa Electric Company will provide Customer Specified Lighting for the purpose of lighting roadways or other outdoor areas, with a 20 year primary term, followed by successive automatic one year renewal terms.

Lighting Service. Tampa Electric will provide complete ongoing turnkey services. Provide a single point of contact, at no additional costs, all inclusive in the monthly rate.

- Tampa Electric Company will provide the following services at the **Site Address**:
- Install the Smart LED System including Pole, Solar Fixture w Panel, and Smart Node.
 - Provide ongoing maintenance
 - Provide replacement of assets

The above listed services are provided for a monthly rate¹ of \$2,138.54, not including taxes and fees.

Equipment Description	Qty
Pole, Solar V2, 30ft AL Round Tapered	42
40W LED Streetleaf, Solar V2, w Panel	42

Unit Cost. On a per Pole basis:

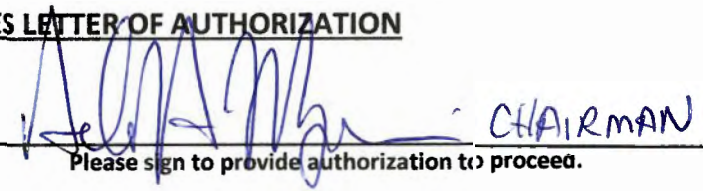
Pole	\$10.19	per month
1 Fixture(s)/Pole	<u>\$40.73</u>	per month
Total Unit Cost	\$50.92	per month

not including taxes and fees

Tampa Electric Company looks forward to supporting the safety, sustainability and environmental goals of your community.

LIGHTING SERVICES LETTER OF AUTHORIZATION

Please sign to provide Authorization to Proceed.


 CHAIRMAN
 Please sign to provide authorization to proceed.

¹Quotation is Valid for 30 days from 5/24/2022.

If a Deposit applies, it will be calculated as 2x your monthly bill

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within the City of Eagle Lake, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of September, 2022.

ATTEST:

**RANCHES AT LAKE MCLEOD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RANCHES AT LAKE
MCLEOD
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
REPORTS**

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2022**

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 4,079	\$ -	\$ 4,079
Due from Landowner	20,816	800	21,616
Due from other	6,904	-	6,904
Prepaid expense	150	-	150
Total assets	<u>\$ 31,949</u>	<u>\$ 800</u>	<u>\$ 32,749</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 18,199	\$ 800	\$ 18,999
Due to Landowner	-	15,800	15,800
Due to other	6,904	-	6,904
Accrued wages payable	1,800	-	1,800
Tax payable	138	-	138
Landowner advance	6,000	-	6,000
Total liabilities	<u>33,041</u>	<u>16,600</u>	<u>49,641</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	20,816	-	20,816
Total deferred inflows of resources	<u>20,816</u>	<u>-</u>	<u>20,816</u>
Fund balances:			
Restricted for:			
Debt service	-	(15,800)	(15,800)
Unassigned	(21,908)	-	(21,908)
Total fund balances	<u>(21,908)</u>	<u>(15,800)</u>	<u>(37,708)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 31,949</u>	<u>\$ 800</u>	<u>\$ 32,749</u>

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 38,561	\$ 87,290	44%
Total revenues	<u>-</u>	<u>38,561</u>	<u>87,290</u>	44%
EXPENDITURES				
Professional & administrative				
Supervisors	1,076	2,583	-	N/A
Management/accounting/recording**	2,000	20,000	48,000	42%
Legal	850	12,655	15,000	84%
Engineering	1,260	1,530	3,000	51%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	16	167	200	84%
Postage	49	90	500	18%
Printing & binding	42	417	500	83%
Legal advertising	299	8,989	1,500	599%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Meeting room rental	150	150	-	N/A
Contingencies/bank charges	29	393	500	79%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,771</u>	<u>53,064</u>	<u>87,290</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	(5,771)	(14,503)	-	
Fund balances - beginning	(16,137)	(7,405)	-	
Fund balances - ending	<u>\$ (21,908)</u>	<u>\$ (21,908)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**The \$2k monthly fee represents the charge for a semi-dormant CDD. Once bonds are issued this fee will revert

**RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>800</u>
Total debt service	<u>-</u>	<u>800</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 (800)
 Fund balances - beginning	 <u>(15,800)</u>	 <u>(15,000)</u>
Fund balances - ending	<u><u>\$ (15,800)</u></u>	<u><u>\$ (15,800)</u></u>

**RANCHES AT LAKE
MCLEOD**

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
RANCHES AT LAKE MCLEOD
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Ranches at Lake McLeod Community Development District held a Special Meeting on August 16, 2022 at 1:30 p.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Road, Bartow, Florida 33830.

Present were:

Adam Morgan	Chair
Rob Bonin (via telephone)	Vice Chair
Ashley Baksh	Assistant Secretary
Brent Kewley	Assistant Secretary
David Waronker (via telephone)	Assistant Secretary

Also present, were:

Kristen Suit	District Manager
Mark Watts (via telephone)	District Counsel
Rick Welch (via telephone)	District Engineer
Steve Sanford (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:33 p.m. Supervisors Morgan, Kewley and Baksh, were present, in person. Supervisors Bonin and Waronker were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Ratification of Connelly & Wicker
Engineering Services Agreement**

Ms. Suit presented the executed Connelly & Wicker Engineering Services Agreement.

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On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the Connelly & Wicker Engineering Services Agreement, was ratified.

FOURTH ORDER OF BUSINESS **Presentation of Supplemental Engineer’s Report**

Mr. Welch presented the Supplemental Engineer’s Report dated August 4, 2022 and noted updates to the legal description and a few minor changes necessary due to some discrepancies found when compared to the original property appraiser’s records.

Discussion ensued regarding the location of the additional property and determining if a petition to the City to amend the legal description of the CDD is warranted; if so, it will impact the assessment proceedings and necessitate a Supplemental Methodology Report for that portion of the property. Regarding the bond process timeline, updating the legal description for the East Ranch property using the recent survey with the platted lots, instead of having it re-surveyed, was discussed.

Due to these outstanding issues, Mr. Morgan asked if Mr. Sanford is comfortable proceeding with the bond validation or if it should be delayed. Mr. Sanford stated that he is comfortable with proceeding and noted that the language in the Delegation Award Resolution allows approving the Engineer’s and Methodology Reports in substantial form, to prevent having to hold a Special Meeting.

On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the Supplemental Engineer’s Report, in substantial form, was approved.

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FIFTH ORDER OF BUSINESS **Presentation of Supplemental Assessment Methodology Report.**

Ms. Suit distributed and presented the Supplemental Assessment Methodology Report dated August 16, 2022. She noted the following:

- The CDD consists of approximately 282.6 acres. The addition of five acres is yet to be determined.
- Overall, 1,168 single-family residential units are anticipated.

- 73 ➤ The project costs are estimated at \$66,150,605.
- 74 ➤ 407 units are anticipated for Assessment Area One. The Series 2022 Project cost is
- 75 projected to total \$ \$24,790,542.
- 76 ➤ The Special Assessment Series 2022 Bonds initial principal amount is estimated at
- 77 \$5,785,000 to finance construction and acquisition costs in the approximate amount of
- 78 \$5,148,867.29.
- 79 ➤ The bond debt will be preliminary levied on approximately 282.68 acres at an estimated
- 80 rate of \$20,464.84 per gross acre.
- 81 ➤ The remaining Future Assessment Area(s) costs are projected to total \$41,360,063.

82 Mr. Sanford stated that the statement in Section 5.3, Assigning Series 2022 Assessment,
 83 is incorrect, as the assessment levy will be placed solely on Assessment Area One and not the
 84 entire 282.68 acres.

85 A Board Member noted the 1,156 lots and 404 lots listed for the North and East Estimate,
 86 referenced in the Engineer’s Report, were changed and should be corrected to 1,168 and 407,
 87 respectively.

88 Mr. Welch stated that the property Lennar closed on with Land Bank on the South Side is
 89 larger than the East property. The legal description for the East Side property will be less than
 90 what the Property Appraiser’s site shows for south of Monterrey. In light of this information, and
 91 as long as the Engineer’s and Methodology Reports reflect the correct unit counts, Mr. Sanford
 92 stated that bond issuance can proceed, as this does not affect Assessment Area One.

93 An updated map was requested. The Report will be revised accordingly.

94

95 **On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the**
 96 **Supplemental Assessment Methodology Report, in substantial form, was**
 97 **approved.**

98

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100 **SIXTH ORDER OF BUSINESS**

101 **Consideration of Resolution 2022-14,**
 102 **Authorizing the Issuance of Not Exceeding**
 103 **\$7,500,000 Ranches at Mcleod Community**
 104 **Development District Special Assessment**
Bonds, Series 2022 (Assessment Area One) (the

105 **“2022 Bonds”) to Finance Certain Public**
106 **Infrastructure Within a Designated Assessment**
107 **Area Within the District; Determining the Need**
108 **for a Negotiated Limited Offering Of the 2022**
109 **Bonds and Providing for a Delegated Award of**
110 **Such Bonds; Appointing the Underwriter For**
111 **the Limited Offering of the 2022 Bonds;**
112 **Approving the Form of And Authorizing the**
113 **Execution and Delivery of a Bond Purchase**
114 **Contract With Respect to the 2022 Bonds;**
115 **Approving the Use of that Certain Master Trust**
116 **Indenture Previously Approved by the Board**
117 **with Respect to the 2022 Bonds; Approving the**
118 **Form of and Authorizing the Execution and**
119 **Delivery of a First Supplemental Trust**
120 **Indenture Governing the 2022 Bonds;**
121 **Approving the Form of and Authorizing the**
122 **Distribution of a Preliminary Limited Offering**
123 **Memorandum; Approving the Execution and**
124 **Delivery of a Final Limited Offering**
125 **Memorandum; Approving the Form of and**
126 **Authorizing the Execution of a Continuing**
127 **Disclosure Agreement, and Appointing a**
128 **Dissemination Agent; Approving the**
129 **Application of Bond Proceeds; Authorizing**
130 **Certain Modifications to the Assessment**
131 **Methodology Report and Engineer’s Report;**
132 **Providing for the Registration Of The 2022**
133 **Bonds Pursuant to the DTC Book-Entry Only**
134 **System; Authorizing the Proper Officials to Do**
135 **All Things Deemed Necessary in Connection**
136 **with the Issuance, Sale and Delivery of the 2022**
137 **Bonds; and Providing for Severability, Conflicts**
138 **and an Effective Date**
139

140 Mr. Sanford presented Resolution 2022-14. The Bond Delegation Award Resolution
141 accomplishes the following:

- 142 ➤ Sets forth certain parameters and authorizes the Chair or Vice Chair to execute the Bond
143 Purchase Contract without the need to schedule a special meeting.
- 144 ➤ Sets forth the parameters that the principal amount of bonds cannot exceed \$7.5 million
145 to finance a portion of the Assessment Area One “North Ranch/East Ranch” Project.

- 146 ➤ Sets forth that the maximum term of the bonds cannot exceed 30 years, not counting any
- 147 capitalized interest period.
- 148 ➤ Sets forth that the interest rate cannot exceed the maximum rate set by Florida Statutes.
- 149 ➤ Sets forth the Underwriter’s compensation.
- 150 ➤ Approves certain documents, in substantially final form, including the Bond Purchase
- 151 Contract with FMSbonds, Inc., Preliminary Limited Offering Memorandum (PLOM), Continuing
- 152 Disclosure Agreement and a revised First Supplemental Indenture.
- 153 ➤ Gives authorization to amend the Engineer’s and Methodology Reports in connection
- 154 with the sale of the bonds without the need to schedule a special meeting.

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On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, Resolution 2022-14, Authorizing the Issuance of Not Exceeding \$7,500,000 Ranches at Mcleod Community Development District Special Assessment Bonds, Series 2022 (Assessment Area One) (the “2022 Bonds”) to Finance Certain Public Infrastructure Within a Designated Assessment Area Within the District; Determining the Need for a Negotiated Limited Offering Of the 2022 Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter For the Limited Offering of the 2022 Bonds; Approving the Form of And Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the 2022 Bonds; Approving the Use of that Certain Master Trust Indenture Previously Approved by the Board with Respect to the 2022 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the 2022 Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Providing for the Registration Of The 2022 Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the 2022 Bonds; and Providing for Severability, Conflicts and an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2022

184 Ms. Suit presented the Unaudited Financial Statements as of June 30, 2022.

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186 **On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the**
187 **Unaudited Financial Statements as of June 30, 2022, were accepted.**

188

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190 **EIGHTH ORDER OF BUSINESS**

Approval of July 13, 2022 Special Meeting Minutes

191

192

193 Ms. Suit presented the July 13, 2022 Special Meeting Minutes.

194

195 **On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the**
196 **July 13, 2022 Special Meeting Minutes, as presented, were approved.**

197

198

199 **NINTH ORDER OF BUSINESS**

Staff Reports

200

201 **A. District Counsel: *Cobb Cole***

202 Mr. Watts will work on resolving the legal description issues discussed earlier.

203

204 **On MOTION by Mr. Morgan and seconded by Mr. Kewley, with all in favor,**
205 **authorizing Mr. Watts to submit a petition to the City to add five acres to the**
206 **CDD, or the determined acreage amount, if necessary, was approved.**

207

208

209 **B. District Engineer: *Connelly & Wicker, Inc.***

210 There was no report.

211 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 212 • **NEXT MEETING DATE: September 8, 2022 at 1:30 P.M.**

- 213 ○ **QUORUM CHECK**

214 Supervisors Morgan, Baksh and Kewley confirmed their in-person attendance at the
215 September 8, 2022 meeting.

216

217 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

218

219 There were no Board Member’s comments or requests.

220

221 **ELEVENTH ORDER OF BUSINESS**

Public Comments

222

223 There were no public comments.

224

225 **TWELFTH ORDER OF BUSINESS**

Adjournment

226

227 There being nothing further to discuss, the meeting adjourned.

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229 **On MOTION by Mr. Morgan and seconded by Ms. Baksh, with all in favor, the**
230 **meeting adjourned at 2:13 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**RANCHES AT LAKE
MCLEOD
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

RANCHES OF LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2022	Regular Meeting	1:30 PM
November 8, 2022*	Regular Meeting	1:30 PM
December 6, 2022	Regular Meeting	1:30 PM
January 3, 2023	Regular Meeting	1:30 PM
February 7, 2023	Regular Meeting	1:30 PM
March 7, 2023	Regular Meeting	1:30 PM
April 4, 2023	Regular Meeting	1:30 PM
May 2, 2023	Regular Meeting	1:30 PM
June 6, 2023	Regular Meeting	1:30 PM
July 11, 2023*	Regular Meeting	1:30 PM
August 1, 2023	Regular Meeting	1:30 PM
September 5, 2023	Regular Meeting	1:30 PM

**Exceptions: November, one week later*

July, one week later to accommodate Independence Day holiday