

**RANCHES AT LAKE  
MCLEOD**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 4, 2023**

**BOARD OF SUPERVISORS**

**REGULAR  
MEETING AGENDA**

**RANCHES AT LAKE  
MCLEOD**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# 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

March 28, 2023

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 Regular Meeting on April 4, 2023 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. Consider Appointment of Nicole Henley to Fill Unexpired Term of Seat 3; *Term Expires November 2023*
  - 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 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
4. Consider Termination of Artemis Agreement
5. Discussion: Field Operations Services
6. Discussion: Landscape Maintenance Services
7. Discussion: Fiscal Year 2024 Proposed Budget

8. Discussion: Bond Financing
9. Ratification of Polk County Property Appraiser Contract Agreement
10. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
11. Acceptance of Unaudited Financial Statements as of February 28, 2023
12. Approval of September 8, 2022 Public Hearing and Regular Meeting Minutes
13. Staff Reports
  - A. District Counsel: *Cobb Cole*
  - B. District Engineer: *Connelly & Wicker, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- May 2, 2023 at 1:30 PM

- QUORUM CHECK

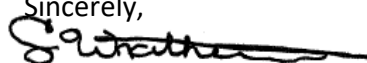
|        |               |                                    |                                |                             |
|--------|---------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | PAT QUARANTA  | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | BRENT KEWLEY  | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | NICOLE HENLEY | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | ADAM MORGAN   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | ROB BONIN     | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

- June 6, 2023 at 1:30 PM [Presentation of Fiscal Year 2024 Proposed Budget]

- QUORUM CHECK

14. Board Members' Comments/Requests
15. Public Comments
16. 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 MEMBERS 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**

**3B**

**RESOLUTION 2023-01**

**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.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**Kristen Suit** is appointed Assistant Secretary.

**SECTION 3.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

**PASSED AND ADOPTED** this 4th day of April, 2023.

ATTEST:

**RANCHES AT LAKE MCLEOD COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **RANCHES AT LAKE MCLEOD**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**





## FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of October, 2023, 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     N/A     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](mailto: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.**

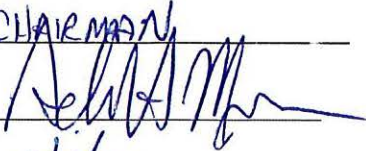
**Artemis Lifestyle Services, Inc.**

Name: ADAM MORGAN

Name: Diane Braswell

Title: CHAIRMAN

Title: Chief Executive Officer (CEO)

Signature: 

Signature: 

Date: 9/8/22

Date: 10/31/20



## 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



# EXHIBIT B

Ancillary fees that are billed upon occurrence.

## INITIAL ONBOARDING FEE \$1,000.00/one-time

One-time fee billed at the contract start date covers our white-glove onboarding scope of services that is customized to meet the specific needs of your community. Services include, but not limited to:

- Opening of bank accounts
- Meet & Greets
- Entering budgets/setup of chart of accounts/create billing records and entering balances
- Coupon ordering
- Portal setup & training
- Customized portal training for board
- Setup utilities on ACH
- Mail out "Welcome Letter" to all residents
- Kick-off meeting
- Welcome video
- Welcome calls from our Customer Service Team

## STANDARD WEBSITE \$90.00/month

With a simple click of a button, residents and boards have access to everything they need through the Artemis website powered by FrontSteps and integrated with caliber software.

- Community documents
- Architectural forms
- Compliance notices
- Invoices
- Maintenance tickets
- Payments
- Bulletin board communication

## CUSTOMIZED COMMUNITY WEBSITE

By popular demand our in-house technology team is offering fully customized websites.

|                     |                                   |
|---------------------|-----------------------------------|
| One-time Setup Fee: | \$500.00 (offers 5 website pages) |
| Monthly Fee:        | \$150.00/per month                |
| Annual Fee:         | \$250.00/per year                 |

\*Annual fee includes minor changes to the existing pages on the website.

## PAYMENT COUPONS

Coupon booklets are ordered and mailed once per year. The cost of the coupon booklet is based on the frequency of assessments. The cost below includes postage and is billed to the association per occurrence.

|  |                      |
|--|----------------------|
| Annual Statement:<br>one-page statement                      | \$5.00/per statement |
| Quarterly Assessments:<br>coupon booklet with 4 coupon slips | \$6.00/per booklet   |
| Monthly Assessments:<br>coupon booklet with 12 coupon slips  | \$7.00/per booklet   |

## ACCOUNTS PAYABLE

Artemis has a full-service AP team that monitors and processes all association invoices.

\$20.00/per month. This includes a minimum of 10 invoices.

Any additional invoices processed will be billed at an additional rate of \$1.25 per invoice/per month.

## MAILINGS & COPIES

In-house mailing & printing services include printing and mailing out friendly reminders, notices, compliance letters, newsletters, etc. These fees are billed to the association monthly.

|  |             |
|--|-------------|
| • Certified Mailings:  | \$6.00/each |
| • Postcards 8.5" x 5.5":   | \$0.90/each |
| • Black & White Copies:  | \$0.30/each |
| • Color Copies:  | \$0.45/each |
| • Additional Envelopes:  | \$0.30/each |
| • Complete Letter Processing:<br>includes a #10 envelope and enclosure | \$1.00/each |

## RECORD STORAGE

Association records are safeguarded by our electronic record storage and/or by securing documents in a standard bankers box.

|   |                          |
|---|--------------------------|
| • Electronic Storage:<br>covers data and cyber-security | \$250.00/ annually       |
| • Physical Record Storage:                              | \$2.50/per box/per month |

## IN-HOUSE CLOSINGS

|                      |             |               |
|----------------------|-------------|---------------|
| Estoppel Certificate | Standard:   | \$299.00      |
|                      | Rush Order: | add. \$119.00 |

In-house closings department handles the processing of estoppel orders. The processing fee is billed to the homeowner.

|               |           |          |
|---------------|-----------|----------|
| Transfer Fees | Standard: | \$200.00 |
|---------------|-----------|----------|

Administrative fee that covers the process of transferring ownership from the seller to the buyer. This fee is billed to the homeowner (seller or buyer determined at the time of closing) based on occurrence.

## SPECIAL SERVICES

Services provided on an as-needed basis only:

|  |  |
|--|--|
| • Tenant/Purchaser Screening:<br>billed to applicant       | \$75.00 per application                    |
| • Insurance Claim Processing:<br>billed to association     | 5% of value & \$75.00/hour                 |
| • Construction Defect Litigation:<br>billed to association | 1% of the award, plus court plus mediation |
| • Court Appearance/Depositions:<br>billed to association   | \$75.00/hour                               |
| • Zoom Meetings:   | \$125.00 per meeting                       |
| • Special Assessments:                                     | \$10.00/per unit                           |

Artemis Lifestyle Services reserves the right to adjust these fees in accordance with current market conditions.

Initials: \_\_\_\_\_



## EXHIBIT B

Ancillary fees that are billed upon occurrence.

### IN-HOUSE COLLECTION SERVICES

Artemis provides an in-house collection's department that is dedicated to serving your community by assisting with lowering the cost of legal fees. Our collection specialists work with the board by monitoring homeowner accounts contingent on the association's instituted collection procedures:

- Notice of Late Assessment
- Intent to Lien
- Claim of Lien
- Intent to Foreclose
- Lien Foreclosure
- Approved Association Attorney
- Approved In-House Attorney
- Payment Plans
- Waiver of Interest/Late Fees

### REMINDER NOTICES

Per F.S 720.3085, a notice of late assessment must be issued to the homeowner. These notices help diminish the accrual of hard costs. This fee is billed monthly to the association (based on occurrence) and reimbursed by the homeowner.

Late Notice: \$10.00

### LIEN PROCESSING

An intent to lien is issued upon expiration of the Notice of Late Assessment. Expires 45 days from date of issuance. A claim of lien is filed immediately after expiration of the intent to lien. Fees are billed monthly to the association (based on occurrence) and reimbursed by the homeowner.

Intent to Lien: \$125.00

Claim of Lien: \$115.00 plus attorney fee \$60.00

### FORECLOSURE & REFFERAL

The intent to foreclose is issued upon receipt of the recorded claim of lien (usually 1 to 3 days after lien is sent for recording). A lien foreclosure ( referral) is a transfer of file to the attorney to initiate a lien foreclosure action if payment is not received by the association prior to expiration of the attorney demand letter. The intent of a third-party referral is the transfer of the homeowners account to the association's attorney or collection's agency prior to foreclosure. Fees are billed monthly to the association (based on occurrence) and reimbursed by the homeowner.

- Intent to Foreclose: \$110.00 plus attorney fee of \$70.00
- Lien Foreclosure: \$100.00
- Third Party Referral: \$200.00 per transfer

### PAYMENT PLANS

Payment Plans can only be applied per the approval of the board. An admin fee is applied to the homeowners account to monitor the account based on the allotted time approved. Fees are billed monthly to the association (based on occurrence) and reimbursed by the homeowner.

- 3-5 months: \$100.00
- 6 months+: \$200.00

Payments that are returned due to insufficient funds, cancelled and/or stop payment requested by homeowner. This fee is billed monthly (based on occurrence) to the association and reimbursed by the homeowner.

Returned Payment: \$35.00

### HOW IS THE ASSOCIATION REIMBURSED?

*All fees are billed up front to the association and reimbursed when the homeowner makes a payment. The monies will automatically apply to the upfronted fees first.*

*Artemis Lifestyle Services reserves the right to adjust these fees in accordance with current market conditions.*

Initials: \_\_\_\_\_



### 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**

**7**



**Field Opts.  
Adopted Budget  
FY2023**

|                                  |                  |
|----------------------------------|------------------|
| Field operations management      | 24,000           |
| Security                         | 48,000           |
| O&M accounting                   | 5,000            |
| Property insurance               | 18,000           |
| Holidaydecorations               | 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    | <u>28,800</u>    |
| <b>TOTAL</b>                     | <b>\$451,720</b> |

**RANCHES AT LAKE  
MCLEOD**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

# CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the Ranches at Lake McLeod Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Ranches at Lake McLeod Community Development District.
3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 14, 2023**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 15, 2023** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By: \_\_\_\_\_

Special District Representative

Print name

Title

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By: \_\_\_\_\_

Marsha M. Faux, Property Appraiser

Date

**RANCHES AT LAKE  
MCLEOD**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2023-02**

**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, Polk County, Florida.

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

**PASSED AND ADOPTED** this 4th day of April, 2023.

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  
FEBRUARY 28, 2023**

**RANCHES AT LAKE MCLEOD  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2023**

|   | General<br>Fund   | Debt<br>Service<br>Fund | Total<br>Governmental<br>Funds |
|---|-------------------|-------------------------|--------------------------------|
|   | <u>          </u> | <u>          </u>       | <u>          </u>              |
| <b>ASSETS</b>   |                   |                         |                                |
| Cash  | \$ 13,051         | \$ -                    | \$ 13,051                      |
| Undeposited funds   | 2,268             | -                       | 2,268                          |
| Due from Landowner  | 1,248             | -                       | 1,248                          |
| Total assets  | <u>\$ 16,567</u>  | <u>\$ -</u>             | <u>\$ 16,567</u>               |
| <br>  |                   |                         |                                |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                   |                         |                                |
| Liabilities:  |                   |                         |                                |
| Accounts payable  | \$ 4,167          | \$ -                    | \$ 4,167                       |
| Due to Landowner  | -                 | 17,045                  | 17,045                         |
| Due to other  | 300               | -                       | 300                            |
| Accrued wages payable   | 600               | -                       | 600                            |
| Tax payable   | 46                | -                       | 46                             |
| Landowner advance   | 6,000             | -                       | 6,000                          |
| Total liabilities   | <u>11,113</u>     | <u>17,045</u>           | <u>28,158</u>                  |
| <br>  |                   |                         |                                |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                   |                         |                                |
| Deferred receipts   | 1,248             | -                       | 1,248                          |
| Total deferred inflows of resources                                   | <u>1,248</u>      | <u>-</u>                | <u>1,248</u>                   |
| <br>  |                   |                         |                                |
| Fund balances:  |                   |                         |                                |
| Restricted for:   |                   |                         |                                |
| Debt service  | -                 | (17,045)                | (17,045)                       |
| Unassigned  | 4,206             | -                       | 4,206                          |
| Total fund balances   | <u>4,206</u>      | <u>(17,045)</u>         | <u>(12,839)</u>                |
| <br>  |                   |                         |                                |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 16,567</u>  | <u>\$ -</u>             | <u>\$ 16,567</u>               |



**RANCHES AT LAKE MCLEOD  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

|  | <u>Current<br/>Month</u> | <u>Year to<br/>Date</u> | <u>Budget</u>  | <u>% of<br/>Budget</u> |
|--|--------------------------|-------------------------|----------------|------------------------|
| <b>REVENUES</b>                          |                          |                         |                |                        |
| Landowner contribution                   | \$ 2,268                 | \$ 36,605               | \$ 544,143     | 7%                     |
| Total revenues                           | <u>2,268</u>             | <u>36,605</u>           | <u>544,143</u> | 7%                     |
| <b>EXPENDITURES</b>                      |                          |                         |                |                        |
| <b>Professional &amp; administrative</b> |                          |                         |                |                        |
| Supervisors                              | -                        | -                       | 5,383          | 0%                     |
| Management/accounting/recording**        | 2,000                    | 10,000                  | 48,000         | 21%                    |
| Legal                                    | 51                       | 51                      | 15,000         | 0%                     |
| Engineering                              | -                        | 4,474                   | 2,000          | 224%                   |
| Audit                                    | -                        | -                       | 5,000          | 0%                     |
| Arbitrage rebate calculation*            | -                        | -                       | 500            | 0%                     |
| Dissemination agent*                     | -                        | -                       | 1,000          | 0%                     |
| Trustee*                                 | -                        | -                       | 5,000          | 0%                     |
| Telephone                                | 17                       | 83                      | 200            | 42%                    |
| Postage                                  | -                        | -                       | 500            | 0%                     |
| Printing & binding                       | 42                       | 208                     | 500            | 42%                    |
| Legal advertising                        | -                        | -                       | 1,500          | 0%                     |
| Annual special district fee              | -                        | 175                     | 175            | 100%                   |
| Insurance                                | -                        | 5,375                   | 5,500          | 98%                    |
| Meeting room rental                      | -                        | 150                     | 750            | 20%                    |
| Contingencies/bank charges               | 25                       | 153                     | 500            | 31%                    |
| Website hosting & maintenance            | -                        | -                       | 705            | 0%                     |
| Website ADA compliance                   | -                        | 210                     | 210            | 100%                   |
| Total professional & administrative      | <u>2,135</u>             | <u>20,879</u>           | <u>92,423</u>  | 23%                    |
| <b>Field operations</b>                  |                          |                         |                |                        |
| Field operations management              | -                        | -                       | 24,000         | 0%                     |
| Security                                 | -                        | -                       | 48,000         | 0%                     |
| O&M accounting                           | -                        | -                       | 5,000          | 0%                     |
| Property insurance                       | -                        | -                       | 18,000         | 0%                     |
| Holiday decorations                      | -                        | -                       | 500            | 0%                     |
| Pool service                             | -                        | -                       | 13,560         | 0%                     |
| Janitorial                               | -                        | -                       | 19,000         | 0%                     |
| Electrical repairs                       | -                        | -                       | 5,560          | 0%                     |
| General R&M                              | -                        | -                       | 18,000         | 0%                     |
| Office supplies                          | -                        | -                       | 2,400          | 0%                     |
| Miscellaneous/contingency                | -                        | -                       | 12,000         | 0%                     |
| Utilities                                |                          |                         |                |                        |
| Water & sewer                            | -                        | -                       | 15,000         | 0%                     |
| Electric - street lights                 | -                        | -                       | 48,600         | 0%                     |
| Electric - amenity                       | -                        | -                       | 6,300          | 0%                     |
| Internet & phone - amenity               | -                        | -                       | 3,000          | 0%                     |

**RANCHES AT LAKE MCLEOD  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

|  | <u>Current<br/>Month</u> | <u>Year to<br/>Date</u> | <u>Budget</u>  | <u>% of<br/>Budget</u> |
|--|--------------------------|-------------------------|----------------|------------------------|
| Ground & waterways   |                          |                         |                |                        |
| Contracted landscape   | -                        | -                       | 108,000        | 0%                     |
| Landscaping replacement                                      | -                        | -                       | 27,000         | 0%                     |
| Mulch  | -                        | -                       | 15,000         | 0%                     |
| Irrigation repairs   | -                        | -                       | 12,000         | 0%                     |
| Drainage & retention maintenance                             | -                        | -                       | 7,500          | 0%                     |
| Signage  | -                        | -                       | 500            | 0%                     |
| Stormwater system maintenance                                | -                        | -                       | 14,000         | 0%                     |
| Lake maintenance & monitoring                                | -                        | -                       | 28,800         | 0%                     |
| Total field operations                                       | <u>-</u>                 | <u>-</u>                | <u>451,720</u> | 0%                     |
| <br>   |                          |                         |                |                        |
| Total expenditures   | <u>2,135</u>             | <u>20,879</u>           | <u>544,143</u> | 4%                     |
| <br>   |                          |                         |                |                        |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 133                      | 15,726                  | -              |                        |
| <br>   |                          |                         |                |                        |
| Fund balances - beginning                                    | <u>4,073</u>             | <u>(11,520)</u>         | <u>-</u>       |                        |
| Fund balances - ending                                       | <u>\$ 4,206</u>          | <u>\$ 4,206</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 FEBRUARY 28, 2023**

|  | <u>Current<br/>Month</u> | <u>Year To<br/>Date</u>  |
|--|--------------------------|--------------------------|
| <b>REVENUES</b>  | <u>\$ -</u>              | <u>\$ -</u>              |
| Total revenues   | <u>-</u>                 | <u>-</u>                 |
| <br><b>EXPENDITURES</b>  |                          |                          |
| <b>Debt service</b>  |                          |                          |
| Cost of issuance   | <u>-</u>                 | <u>-</u>                 |
| Total debt service   | <u>-</u>                 | <u>-</u>                 |
| <br>Excess/(deficiency) of revenues<br>over/(under) expenditures | <br>-<br>-               | <br>-<br>-               |
| <br>Fund balances - beginning                                    | <br><u>(17,045)</u>      | <br><u>(17,045)</u>      |
| Fund balances - ending   | <u><u>\$(17,045)</u></u> | <u><u>\$(17,045)</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 Public Hearing and Regular Meeting on September 8, 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    | Vice Chair          |
| Ashley Baksh | Assistant Secretary |
| Brent Kewley | Assistant Secretary |

**Also present, were:**

|                                |                             |
|--------------------------------|-----------------------------|
| Kristen Suit                   | District Manager            |
| Mark Watts (via telephone)     | District Counsel            |
| Rick Welch (via telephone)     | District Engineer           |
| Stacey Ramdass (via telephone) | Artemis Property Management |
| Mark McDonald (via telephone)  | Lennar Homes                |
| Pat Quaranta                   | Supervisor-Appointee        |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 1:37 p.m. Supervisors Morgan, Baksh, Kewley and Bonin were present, in person. Supervisor Waronker was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignations of Supervisors**

**A. David Waronker [SEAT 1] *Term Expires November 2025***

Ms. Suit presented Mr. Waronker's resignation letter.

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**On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the resignation of Supervisor David Waronker from Seat 1, was accepted.**

**B. Ashley Baksh [SEAT 3] Term Expires November 2023**

Ms. Suit presented Ms. Baksh’s resignation letter.

**On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the resignation of Mr. Ashely Baksh from Seat 3, was accepted.**

**FOURTH ORDER OF BUSINESS**

**Consider Appointments to Fill Unexpired Terms of Seat 1 and Seat 3**

Mr. Morgan nominated Mr. Pat Quaranta to fill Seat 1. No other nominations were made.

**On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the appointment of Mr. Pat Quaranta to Seat 1, was approved.**

The consensus was to leave Seat 3 vacant.

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office of Mr. Pat Quaranta. She provided and explained the following items:

- 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**

72 **B. Consideration of Resolution 2022-15, Designating Certain Officers of the District, and**  
73 **Providing for an Effective Date**

74 Ms. Suit presented Resolution 2022-15. Mr. Morgan nominated the following slate:

- 75 Adam Morgan Chair
- 76 Rob Bonin Vice Chair
- 77 Craig Wrathell Secretary
- 78 Pat Quaranta Assistant Secretary
- 79 Brent Kewley Assistant Secretary
- 80 Vacant Assistant Secretary
- 81 Kristen Suit Assistant Secretary

82 No other nominations were made. Prior appointments by the Board for Treasurer and  
83 Assistant Treasurers remain unaffected by this Resolution.

84

85 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor,**  
86 **Resolution 2022-15, Designating Certain Officers of the District, as nominated,**  
87 **and Providing for an Effective Date, was adopted.**

88

89

90 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2022/2023 Budget**

91

92

93 **A. Proof/Affidavit of Publication**

94 The proof of publication was included for informational purposes.

95 **B. Consideration of Resolution 2022-16, Relating to the Annual Appropriations and**  
96 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**  
97 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date**

98

99 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
100 **Public Hearing was opened.**

101

102

103

104 Ms. Suit reviewed the proposed Fiscal Year 2023 budget, noted increases and decreases  
compared to the Fiscal Year 2022 budget and explained the reasons for any adjustments. Artemis

105 Lifestyles Services, Inc. (Artemis) provided the figures for the Field Operations portion of the  
106 budget.

107 The CDD is Landowner-funded, so expenses will be funded as incurred.

108 No members of the public spoke.

109

110 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
111 **Public Hearing was closed.**

112

113

114 Ms. Suit presented Resolution 2022-16.

115

116 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor,**  
117 **Resolution 2022-16, Relating to the Annual Appropriations and Adopting the**  
118 **Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September**  
119 **30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was**  
120 **adopted.**

121

122

123 **SIXTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022/2023  
Budget Funding Agreement**

124

125

126 Ms. Suit presented the Fiscal Year 2022/2023 Budget Funding Agreement.

127

128 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
129 **Fiscal Year 2022/2023 Budget Funding Agreement, was approved.**

130

131

132 **SEVENTH ORDER OF BUSINESS**

**Consideration of Artemis Lifestyles  
Services, Inc., Field Operations Agreement**

133

134

135 Ms. Suit presented the Artemis Lifestyles Services, Inc., Field Operations Agreement with  
136 an effective date of October 1, 2022.

137

138 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
139 **Artemis Lifestyles Services, Inc., Field Operations Agreement, in the amount of**  
140 **\$1,500 per month, effective October 1, 2022, was approved.**

141



142 **EIGHTH ORDER OF BUSINESS**

**Ratification of Tampa Electric Company  
Lighting Services Summary Proposal**

143

144

145 Ms. Suit presented the Tampa Electric Company Lighting Services Summary Proposal.

146

147 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
148 **Tampa Electric Company Lighting Services Summary Proposal, in the monthly**  
149 **amount of \$2,138.54, was ratified.**

150

151

152 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-04,  
Designating the Primary Administrative  
Office and Principal Headquarters of the  
District and Providing an Effective Date**

153

154

155

156

157 This item was deferred.

158

159 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of July 31, 2022**

160

161

162 Ms. Suit presented the Unaudited Financial Statements as of July 31, 2022.

163

164 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
165 **Unaudited Financial Statements as of July 31, 2022, were accepted.**

166

167

168 **ELEVENTH ORDER OF BUSINESS**

**Approval of August 16, 2022 Special  
Meeting Minutes**

169

170

171 Ms. Suit presented the August 16, 2022 Special Meeting Minutes.

172

173 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
174 **August 16, 2022 Special Meeting Minutes, as presented, were approved.**

175

176

177 **TWELFTH ORDER OF BUSINESS**

**Staff Reports**

178

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

180 Mr. Watts asked for an update about resolving the acreage discrepancy and legal  
 181 description for the North Ranch side of the property, as it impacts the bond issue. A Board  
 182 Member stated he compared the legal descriptions and concluded that the acreage discrepancy  
 183 is in the middle of the lake and effects the five platted homesites, Lots 25, 26, 27, 28 and 29, on  
 184 the lake. He stated that determining where the ordinary high-water mark is, in the ordinance  
 185 versus the plat, will determine if the five homesites fall within the boundaries of the CDD.

186 Mr. Welch will work on resolving the legal description issues.

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

188 There was no report.

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

- 190 • **NEXT MEETING DATE: October 4, 2022 at 1:30 P.M.**

- 191 ○ **QUORUM CHECK**

192 The next meeting will be held on October 4, 2022, unless cancelled.

193

194 **THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

195

196 There were no Board Member's comments or requests.

197

198 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

199

200 There were no public comments.

201

202 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

203

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

205

206 **On MOTION by Mr. Morgan and seconded by Mr. Bonin, with all in favor, the**  
 207 **meeting adjourned at 2:06 p.m.**

208

209

210

211

212

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

213  
214  
215  
216  
217  
218  
219

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**RANCHES AT LAKE  
MCLEOD  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

| <b>RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT</b>                    |                                   |                |
|---|-----------------------------------|----------------|
| <b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>              |                                   |                |
| <b>LOCATION</b>   |                                   |                |
| <i>Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830</i> |                                   |                |
| <b>DATE</b>   | <b>POTENTIAL DISCUSSION/FOCUS</b> | <b>TIME</b>    |
| <b>October 4, 2022 CANCELED</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>November 8, 2022* CANCELED</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>December 6, 2022 CANCELED</b>  | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>January 3, 2023 CANCELED</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>February 7, 2023 CANCELED</b>  | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>March 7, 2023 CANCELED</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>April 4, 2023</b>  | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>May 2, 2023</b>  | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>June 6, 2023</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>July 11, 2023*</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>August 1, 2023</b>   | <b>Regular Meeting</b>            | <b>1:30 PM</b> |
| <b>September 5, 2023</b>  | <b>Regular Meeting</b>            | <b>1:30 PM</b> |

*\*Exceptions: November, one week later  
July, one week later to accommodate Independence Day holiday*