### Ranches at Lake McLeod Community Development District

Meeting Agenda

*May* 14, 2024

# AGENDA

### Ranches at Lake McLeod Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

May 7, 2024

#### **Board of Supervisors Meeting Ranches at Lake McLeod Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the Ranches at Lake McLeod Community Development District will be held on Tuesday, May 14, 2024, at 10:00 AM at the Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.

Zoom Video Link: <u>https://us06web.zoom.us/j/84924188977</u> Call-In Information: 1-646-876-9923 Meeting ID: 849 2418 8977

Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Organizational Matters (deferred from February 13, 2024)
  - A. Acceptance of Letter of Resignation from Pat Quaranta (to be provided under separate cover)
  - B. Appointment to Fill Board Seat #1
  - C. Administration of Oath to Newly Appointed Supervisor
  - D. Consideration of Resolution 2024-04 Appointing an Assistant Secretary
- 4. Approval of Minutes of the February 13, 2024 Board of Supervisors Meeting
- 5. Consideration of Resolution 2024-05 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: August 13, 2024) and Setting the Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget (*budget to be provided under separate cover*)
- 6. Ratification of Audit Services Engagement Letter with Carr, Riggs & Ingram for Fiscal Year 2023 Audit
- 7. Appointment of Audit Committee
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Landscape Maintenance Services Addendum from Frank Polly Sod & Landscape to Add East Phase to Landscape Contract
  - D. District Manager's Report

<sup>&</sup>lt;sup>1</sup> Comments will be limited to three (3) minutes

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement
- iii. Presentation of Number of Registered Voters-82
- E. Project Development Update
  - i. Status of Property Conveyance
    - a) Discussion Regarding Open Space Conveyance
  - ii. Status of Permit Transfers
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

#### **Audit Committee Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment

# SECTION III

# SECTION A

Item will be provided under separate cover.

# SECTION D

#### **RESOLUTION 2024-04**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Ranches at Lake McLeod Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Eagle Lake, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

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

SECTION 1. \_\_\_\_\_\_ is appointed as an Assistant Secretary.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 14th day of May 2024.

ATTEST:

#### RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

# MINUTES

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

The regular meeting of the Board of Supervisors of the Ranches at Lake McLeod Community Development District was held on Tuesday, **February 13, 2024** at 10:00 a.m. via Zoom and at the Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred Florida.

Present and constituting a quorum were:

Adam Morgan	
Rob Bonin	
Brent Kewley	
Nicole Henley by Zoom	

Vice Chairman Assistant Secretary Assistant Secretary

Chair

Also present were:

A 1

Tricia Adams Mark Watts *by Zoom* Rick Welch *by Zoom* Allen Bailey Michelle Dudley District Manager, GMS District Counsel, Cobb Cole District Engineer, Connelly & Wicker Field Manager, GMS Lennar

The following is a summary of the discussions and actions taken at the February 13, 2024 Ranches at Lake McLeod Community Development District's Board of Supervisors meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Adams called the meeting to order at 10:01 a.m. and called the roll. Three Board members were present and one joining via Zoom constituting a quorum.

#### SECOND ORDER OF BUSINESS Public Comment Period on Agenda Items

There were no members of the public present in the audience and no members in attendance via Zoom.

#### **THIRD ORDER OF BUSINESS**

#### **Organizational Matters**

- A. Acceptance of Letter of Resignation from Pat Quaranta (to be provided under separate cover)
- B. Appointment to Fill Board Seat #1
- C. Administration of Oath to Newly Appointed Supervisor
- D. Consideration of Resolution 2024-04 Appointing an Assistant Secretary

Ms. Adams stated that they are still waiting for some paperwork for this list of items, and

she suggested deferring the block of organizational matters to the next meeting.

#### FOURTH ORDER OF BUSINESS

## Approval of Minutes of the December 12, 2023 Board of Supervisors Meeting

Ms. Adams presented the minutes from the December 12, 2023 Board of Supervisors meeting and asked for any comments, questions, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Minutes of the December 12, 2023 Board of Supervisors Meeting, were approved.

#### FIFTH ORDER OF BUSINESS

#### Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser

Ms. Adams stated that this annual agreement is included in the agenda packet and will allow the District to enter CDD fees onto the non-ad valorem section of the property tax bill. There being no discussion, she asked for a motion of approval.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser, was approved.

#### SIXTH ORDER OF BUISNESS Staff Reports

#### A. Attorney

Mr. Watts stated that they had nothing further for the Board and offered to answer any questions. There being no questions, the next item followed.

#### **B.** Engineer

Mr. Welch stated that there was nothing new for the Board but offered to answer any questions.

#### C. Field Manager's Report

Mr. Bailey presented the field manager's report and summarized it for the Board. Completed items include:

- Installation for landscape in the median at Ranches South is complete.
- Irrigation has been installed along the front of fence line in Ranches North.
- Both ponds are being kept in a well-maintained state.
- Landscape is looking heathy for the winter months and new growth is expected as spring approaches.
- Stormwater ponds on tracts D3 and D4E have seen heavy erosion.

The boat ramp is in progress as the amenity center moves along and they will continue to monitor the progress and report back to the Board. The clubhouse will be retained, owned, and maintained by the HOA and will open approximately a year from now. It will be extract from future CDD budgets. It is the intention of the CDD to maintain and own the boat dock and that will be conveyed at completion.

#### D. District Manager

#### i. Approval of Check Register

Ms. Adams presented the check register which is included in the agenda package for review. The total is \$46,775.49 from December 6<sup>th</sup> through January 31<sup>st</sup>. She offered to answer any questions and asked for a motion of approval.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Check Register totaling \$46,775.49, was approved.

#### ii. Balance Sheet and Income Statement

Ms. Adams stated the financial statements are included in the agenda package for review. No action is required from the Board and this item is for informational purposes. The Board discussed an electrical billing issue that Ms. Adams will follow-up on.

#### E. Project Development Update

#### i. Status of Property Conveyance

#### ii. Status of Permit Transfers

Ms. Adams asked if there were any updates of the status of permit transfers. Mr. Welch noted that there have not been any significant changes in any of the phases. The Board and staff discussed what has and has not been turned over to the District. The intention is to turn over the dry ponds and stormwaters to the District as soon as possible and the Engineer and Board talked about this at length. Ms. Adams excused Mr. Welch for the remainder of the meeting and the next item followed.

#### SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

#### Supervisor's Requests and Audience Comments

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

# SECTION V

#### **RESOLUTION 2024-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Ranches at Lake McLeod Community Development District ("District") prior to June 15, 2024, proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	Tuesday, August 13, 2024
HOUR:	10:00 AM
LOCATION:	Lake Alfred Public Library
	245 N Seminole Ave.
	Lake Alfred, Florida 33850

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Eagle Lake and Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and to ensure that it remains on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more

provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

#### PASSED AND ADOPTED THIS 14TH DAY OF MAY 2024.

ATTEST:

#### RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT

Secretary

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

Its:

Budget will be provided under separate cover.

# SECTION VI



October 19, 2023

**Carr, Riggs & Ingram, LLC Certified Public Accountants** 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

Ranches at Lake McLeod Community Development District c/o Governmental Management Services 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

We are pleased to confirm our understanding of the services we are to provide Ranches at Lake McLeod Community Development District (the "District") for the year ended September 30, 2023.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting

records of the District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We identified the following significant risk(s) of material misstatement in our prior-period audit and believe they are still relevant. Audit planning has not concluded and modifications may be made. If new significant risks are identified after the date of this letter, we will communicate them to the Board of Supervisors in a timely manner.

- A fraud risk required by professional standards related to management override of controls
- A fraud risk presumed by professional standards related to revenue recognition.

Our audit of financial statements does not relieve you of your responsibilities.

#### Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if

performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2023. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable

laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Florida Auditor general or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records

request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

## IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

Government Management Services 6200 Lee Vista Boulevard, Suite 300 Orlando, FL, 32822 TELEPHONE: (407) 841-5524 EMAIL: kcosta@gmscfl.com

K. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 15, 2023 and to issue our reports no later than March 31, 2024.

Our fee for these services will be \$4,000. This agreement provides for a contract period of one (1) year with the option for a one-year extension upon the written agreement of the parties. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be provided in sufficient detail to demonstrate compliance with the terms discussed herein. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. This agreement may be terminated at-will by either party with 30 days' written notice. The District will pay all invoices for services rendered prior to the date of the notice of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

#### Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with the District. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by March 1, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by March 31, 2023.

#### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

#### Limitation of Liability

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION FROM THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Lake County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

#### **Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

#### Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

#### Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to

this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Can, Rigge & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC Certified Public Accountants

**RESPONSE:** 

This letter correctly sets forth the understanding of Ranches at Lake McLeod Community Development District.

Management Signature:

Mill Burns

Title:

District Manager

Governance Signature:

DocuSigned by: Adam Morçan

— D8F17F6DF603436...

Title: <u>Chairman</u>

# SECTION VIII

# SECTION C

## Ranches at lake Mcleod CDD Field Management Report



## May 14<sup>th</sup>, 2023 Allen Bailey – Field Manager GMS

## Complete

## Median Landscape



- The landscape for Ranches South is establishing properly.
- We are keeping area water as much as is allowed.

### Fence Paint Touch-Up



- Some of the Brown paint was fading in areas of the fence.
- These have received a touch-up and will help with the community's overall appearance.

## Site Review

### **Aquatics Review**



- Both ponds are being kept in a wellmaintained state.
- Discing is keeping vegetation off the pond bottom in the dry pond.

### Landscape Review



The landscape in the district is filling out and we are monitoring it as we have increased temperatures and no rain.

## Site Review

### Water Usage



- The high water
  usage was
  connected mainly to
  irrigation using
  potable water.
- A small leak was located but would account for less than .5% of our usage.

## Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at <u>abailey@gmscfl.com</u>. Thank you.

Respectfully,

Allen Bailey

# SECTION 1



14300 Eastside Street Groveland, FL 34736 Office: (352) 429-9162 Fax: (352) 429-8123 Email: frankpollysod@aol.com

Ranches at Laake McLeod/ East Ranch Ranches at Lake McLeod CDD

## Mowing

Mowing of all turf areas will be performed once a week during the months of March 1 through October 31<sup>st</sup>.

Mowing of all turf areas will be performed once every other week during the months of November 1<sup>st</sup> through February 28<sup>th</sup>.

Pond areas to be mowed every other week.

## Edging

Edging of all flower and shrub beds will be done every other mowing. Edging of curbs and sidewalks shall be done the same as the mowing schedule.

## **String Trimming**

String-trimming will be done on the same schedule as mowing.

## Pruning

Pruning will be maintained on the same schedule as mowing.

It is up to the owner or owner's representative to inform Frank Polly Sod, Inc. of any specific preference in regards to trimming of all trees, shrubs, bushes, etc.

## Weeding of Shrubs or Tree Beds

All plant beds will be kept reasonably free of weeds and excess growth with respect to side condition and time of year.

Weeding will be accomplished by hand pulling and/or herbicide application.

All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-up or other weed control chemical.

## Fertilization and Pest Control - St Augustine Sod only

Turf: Apply insecticide and custom fertilizer to all turf areas six (6) times per year; granular or liquid products may be used depending on weather conditions. Full guarantee against most damaging insects; this includes additional applications for the control of Chinch Bugs, Army Worms, Sod Webworms and Grubs. Exclusions to this warranty are Nemotodes, Mole Crickets, Acts of God, or irrigation related problems. Should the fertilizer streak due to misapplication, it will be re-sprayed at no additional charge.

Shrubs: Three applications that consist of fertilization and pest control granular or liquid depending on weather conditions.

Weeds: Herbicide will be applied to St Augustine sod areas for control of broadleaf weeds.

## Irrigation

The following work will be performed monthly as part of a service contract on the existing irrigation system.

Program controller for proper precipitation for each season.

Assure proper operation of all control valves.

Operate and visually inspect each zone.

Adjust heads for correct arc and rotation as necessary.

Visually inspect entire property for proper coverage each month.

Materials such as nozzles, sprinkler heads, valves, pipe, etc. are not included in this contract and will be charged separately at a rate of \$45.00 per man hour plus materials.

## Landscape Debris

All landscape debris generated from the performance of this contract will be blown off or otherwise hauled away by Frank Polly Sod, Inc.



Dispose of all trash and litter in landscape beds.

## Damages

We are not responsible for freeze/freeze damage cleanup. Areas of irrigation not 100% covered.

## Insurance

The contractor carries Workers Compensation and General Liability for all properties.

## General

Any and all requests for change in the normal maintenance schedule must be made through Mark Kirkland. The onsite foreman cannot make changes to the schedule without approval, as any work other than normal scheduled maintenance may interfere with the normal daily work schedule. A quality control checklist for proper grounds maintenance will be completed and submitted to the owner

or owner's representative after each week of service.

Includes 110 yds of Pine Bark, once a year

## Work Not Included

The following items would be an "extra" to this contract unless specifically mentioned above, but can be performed under a separate contract with the owner's prior authorization.

Sweeping of parking areas, driveways, and breezeways except for the clean-up of debris generated by our work.

Annuals -4" pots, installed @ \$1.50 each

Cleanup of storm damage (i.e. branches, limbs, fallen debris, and washouts). Pruning and weeding of Homeowner's beds not included.

## Length of Contract

This contract will be for a period of twelve months beginning \_\_\_\_\_\_ and ending on

## Compensation

Owner agrees to pay Frank Polly Sod, Inc., an amount of \$4,500.00 per month. Payment is due by the 20th of the month following the service.

Should it become necessary for either party incident to this contract to institute legal actions for enforcements of any provisions for this contract, the prevailing party shall be entitled for all court costs and attorney fees incident to such legal actions which are included by the other. Both parties agree that any court action will be in Lake County, the primary location of Frank Polly Sod, Inc.

## **Other provisions**

Owner shall have the right to give Frank Polly Sod, Inc., thirty days written notice of cancellation with or without cause delivered by Certified Mail.

The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal. This agreement is not a binding contract until signed by all parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Frank Polly, Owner Frank Polly Sod, Inc. Authorized Representative

Printed Name



## SECTION D

## SECTION 1

## Ranches at Lake McLeod Community Development District

## Summary of Check Register

October 1, 2023 to December 5, 2023

Fund	Date	Check No.'s		Amount
General Fund				
General Fund	11/2/23	8-16	\$	51,900.47
	11/8/23	17		175.00
			•	
		Total Amount	\$	52,075.47

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/C *** CHECK DATES 10/01/2023 - 12/04/2023 *** RANCHES AT LAKE MCLEOD BANK A GENERAL FUND	OMPUTER CHECK REGISTER	RUN 12/06/23	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/02/23 00019 10/05/23 16679 202310 320-53800-47000 LAKE MAINTENANCE-OCT23	*	125.00	
LARE MAINIENANCE-OCIZS AQUATIC WEED MANAGEMENT,	INC		125.00 000008
11/02/23 00005 8/25/23 22040009 202308 310-51300-31100 ENGINEERING SVCS-AUG23	*	785.00	
9/29/23 22040009 202309 310-51300-31100 ENGINEERING SVCS-SEP23	*	1,262.50	
			2,047.50 000009
11/02/23 00002 9/25/23 20201 202310 310-51300-45000 INSURANCE RENEWAL-FY24	*	5,590.00	
9/25/23 20201 202310 310-51300-45000 PROPERTY INSURANCE-FY24	*	2,928.00	
PROPERIT INSURANCE-F124 EGIS INSURANCE ADVISORS			8,518.00 000010
11/02/23 00017 9/15/23 18001 202308 320-53800-46200	*	2,750.00	
LAKE MAINTENANCE-AUG23 9/15/23 18001-B 202309 320-53800-46200	*	2,950.00	
LANDSCAPE MAINT-SEP23 9/29/23 18022 202310 320-53800-46200 LANDSCAPE MAINT-OCT23	*	2,950.00	
LANDSCAPE MAINI-OC123 FRANK POLLY SOD, INC			8,650.00 000011
11/02/23 00007 7/31/23 00057485 202307 310-51300-48000	*	2,933.52	
NOT OF FY24 BUDGET 8/31/23 00058161 202308 310-51300-48000 NOT OF FY24 BUDGET	*	2,933.52	
NOT OF FY24 BUDGET 9/30/23 00059105 202309 310-51300-48000 NOTICE/MEETING FY2024	*	364.04	
CA FLORIDA HOLDINGS LLC			6,231.08 000012
11/02/23 99999 11/02/23 VOID 202311 000-00000-00000	C	.00	
VOID CHECK ******INVALID VENDOR N	UMBER*****		.00 000013
11/02/23 99999 11/02/23 VOID 202311 000-00000-00000		.00	
VOID CHECK *****INVALID VENDOR N	UMBER*****		.00 000014
11/02/23 00013 7/01/23 4 202307 310-51300-34000	*	3,333.33	
MANAGEMENT FEES-JUL23 7/01/23 4 202307 310-51300-35200	*	100.00	
WEBSITE MANAGEMENT-JUL23 7/01/23 4 202307 310-51300-35100 INFORMATION TECH-JUL23	*	150.00	

RALM RANCHES AT KCOSTA

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R/	ANCH	IE S	S AT	LAKE	MCLEOI
B	ANK	Α	GENE	IRAL	FUND

CHECK DATE	VEND#	INV DATE	OICE INVOICE	EXP YRMO	PENSED TO DPT ACCT#	SUB	SUBCLASS	VENDOR	NAME	STATUS	AMOUNT	CHECK AMOUNT #
		7/01/23	4	202307	310-51300-	-31300	C			*	416.67	
		7/01/23	4 OFFICE	202307	310-51300-	-51000	C			*	2.56	
		7/01/23	4 DOSTAC	202307	310-51300-	-42000	C			*	1.47	
		8/01/23	5 MANACE	202308	310-51300-	-34000	D			*	3,333.33	
		8/01/23	5 WEBSIT	202308 E MANAGE	310-51300-	-35200	0			*	100.00	
		8/01/23	5 TNFORM	202308	310-51300-	-35100	D			*	150.00	
		8/01/23	5 DISSEN	202308	310-51300- SVCS-AUG23	-31300	D			*	416.67	
		8/01/23	5 POSTAC	202308	310-51300-	-42000	D			*	117.62	
		8/01/23	5 POSTAC	202308 E-SIMPLE	310-51300- STAMPS 7/2	-51000 2	D			*	63.23	
		8/01/23	6 FIELD	202308 MANAGEME	320-53800-	-12000	D			*	625.00	
		9/01/23	7 MANAGE	202309 MENT FEE	310-51300- S-SEP23	-34000	0			*	3,333.33	
		9/01/23	7 WEBSIT	202309 E MANAGE	310-51300- MENT-SEP23	-35200	0			*	100.00	
		9/01/23	7 INFOR№	202309 IATION TE	310-51300- CH-SEP23	-35100	C			*	150.00	
		9/01/23	7 DISSE№	202309 IINATION	310-51300- SVCS-SEP23	-31300	C			*	416.67	
		9/01/23	7 OFFICE	202309 SUPPLIE	310-51300- S	-51000	C			*	2.68	
		9/01/23	7 POSTAG	202309 E	310-51300-	-42000	0			*	3.49	
		9/01/23	8 FIELD	202309 MANAGEME	320-53800- NT-SEP23	-12000	0			*	625.00	
		9/30/23	11 ASSESS	202310 MENT ROL	310-51300- L-FY24	-31400	0			*	6,500.00	
		10/01/23	10 FIELD	202310 MANAGEME	320-53800- NT-OCT23	-12000	)			*	625.00	
		10/01/23	9 MANAGE	202310 MENT FEE	310-51300- S-OCT23	-34000	)			*	3,333.33	
		10/01/23	9 WEBSIT	202310 E MANAGE	310-51300- MENT-OCT23	-35200	)			*	100.00	
		10/01/23	9 INFORM	202310 IATION TE	310-51300- CH-OCT23	-35100	)			*	150.00	
		10/01/23	9 DISSEM	202310 IINATION	310-51300- SVCS-OCT23	-31300	0			*	416.67	

RALM RANCHES AT KCOSTA

*** CHECK DATES 10/01/2023 - 12/04/2023 ***	ACCOUNTS PAYABLE PREPAID/COMPUTER RANCHES AT LAKE MCLEOD BANK A GENERAL FUND	CHECK REGISTER	RUN 12/06/23	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#		STATUS	AMOUNT	CHECK AMOUNT #
10/01/23 9 202310 310-51300-	-51000	*	2.53	
OFFICE SUPPLIES 10/01/23 9 202310 310-51300-	-42000	*	10.31	
POSTAGE	GOVERNMENTAL MANAGEMENT SERVICES	-		24,578.89 000015
11/02/23 00014 7/24/23 895 202307 310-51300-	-35200	*	1,750.00	
WEBSITE REBUILD	REALIGN WEB DESIGN			1,750.00 000016
11/08/23 00001 10/02/23 89408 202310 310-51300-		*	175.00	
SPECIAL DISTRICT FEE-FY24	DEPARTMENT OF ECONOMIC OPPORTUNI	TY		175.00 000017
	TOTAL FOR BAN	КА	52,075.47	
	TOTAL FOR REG		52,075.47	
	TOTAL FOR REG		52,075.47	

RALM RANCHES AT KCOSTA

## SECTION 2

Community Development District

Unaudited Financial Reporting

March 31, 2024



## Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund - Series 2023
5	Capital Projects Fund - Series 2023
6-7	Month to Month
8	Assessment Receipt Schedule
9	Long Term Debt Report

Community Development District

**Combined Balance Sheet** 

March 31, 2024

	General Fund	De	ebt Service Fund	Cap	ital Projects Fund	Totals Governmental Funds		
Assets:								
Assessment Receivable	\$ -	\$	-	\$	-	\$	-	
Cash	\$ 323,295	\$	-	\$	-	\$	323,295	
Due from General Fund	\$ -	\$	1,944	\$	-	\$	1,944	
Investments:								
Series 2023								
Construction	\$ -	\$	-	\$	90,900	\$	90,900	
Reserve	\$ -	\$	194,775	\$	-	\$	194,775	
Revenue	\$ -	\$	383,771	\$	-	\$	383,771	
Interest	\$ -	\$	104	\$	-	\$	104	
Total Assets	\$ 323,295	\$	580,594	\$	90,900	\$	994,789	
Liabilities:								
Accounts Payable	\$ 140	\$	-	\$	-	\$	140	
Retainage Payable	\$ -	\$	-	\$	521,122	\$	521,122	
Due to Debt Service	\$ 1,944	\$	-	\$	-	\$	1,944	
Total Liabilites	\$ 2,084	\$	-	\$	521,122	\$	523,206	
Fund Balance:								
Restricted for:								
Debt Service	\$ -	\$	580,594	\$	-	\$	580,594	
Capital Projects	\$ -	\$	-	\$	(430,222)	\$	(430,222)	
Unassigned	\$ 321,210	\$	-	\$	-	\$	321,210	
Total Fund Balances	\$ 321,210	\$	580,594	\$	(430,222)	\$	471,583	
Total Liabilities & Fund Balance	\$ 323,295	\$	580,594	\$	90,900	\$	994,789	

### **Community Development District**

#### **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	Thru 03/31/24		ru 03/31/24	I	/ariance
<u>Revenues:</u>							
Assessments - Tax Roll	\$ 358,744	\$	358,744	\$	357,330	\$	(1,414)
Assessments - Direct	\$ 81,950	\$	81,950	\$	61,462	\$	(20,488)
Developer Contributions	\$ -	\$	-	\$	8,518	\$	8,518
Total Revenues	\$ 440,694	\$	440,694	\$	427,311	\$	(13,383)
Expenditures:							
<u>General &amp; Administrative:</u>							
Supervisor Fees	\$ 12,000	\$	6,000	\$	3,600	\$	2,400
FICA Expense	\$ 918	\$	459	\$	275	\$	184
Engineering	\$ 15,000	\$	7,500	\$	1,120	\$	6,380
Attorney	\$ 15,000	\$	7,500	\$	2,859	\$	4,641
Annual Audit	\$ 5,000	\$	5,000	\$	2,000	\$	3,000
Assessment Administration	\$ 6,500	\$	6,500	\$	6,500	\$	-
Arbitrage	\$ 500	\$	-	\$	-	\$	-
Dissemination	\$ 5,000	\$	2,500	\$	2,500	\$	-
Trustee Fees	\$ 4,020	\$	-	\$	-	\$	-
Management Fees	\$ 40,000	\$	20,000	\$	20,000	\$	-
Information Technology	\$ 1,800	\$	900	\$	900	\$	-
Website Maintenance	\$ 1,200	\$	600	\$	600	\$	-
Postage & Delivery	\$ 1,000	\$	500	\$	303	\$	197
Insurance	\$ 6,181	\$	6,181	\$	5,590	\$	591
Copies	\$ 500	\$	250	\$	9	\$	241
Legal Advertising	\$ 7,500	\$	3,750	\$	1,015	\$	2,735
Other Current Charges	\$ 2,500	\$	1,250	\$	156	\$	1,094
Office Supplies	\$ 500	\$	250	\$	15	\$	235
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 125,294	\$	69,315	\$	47,617	\$	21,698

**Community Development District** 

**General Fund** 

## Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 03/31/24	Thr	u 03/31/24	V	ariance
<b>Operations &amp; Maintenance</b>							
Field Expenditures							
Property Insurance	\$ 5,000	\$	5,000	\$	2,928	\$	2,072
Field Management	\$ 7,500	\$	3,750	\$	3,750	\$	-
Landscape Maintenance	\$ 95,000	\$	47,500	\$	32,450	\$	15,050
Landscape Replacement	\$ 30,000	\$	15,000	\$	-	\$	15,000
Lake Maintenance	\$ 16,800	\$	8,400	\$	875	\$	7,525
Streetlights	\$ 48,600	\$	24,300	\$	12,556	\$	11,744
Electric	\$ 5,000	\$	2,500	\$	2,150	\$	350
Water & Sewer	\$ 5,000	\$	2,500	\$	5,965	\$	(3,465)
Irrigation Repairs	\$ 10,000	\$	5,000	\$	-	\$	5,000
Sidewalk & Asphalt Maintenance	\$ 5,000	\$	2,500	\$	-	\$	2,500
General Repairs & Maintenance	\$ 20,000	\$	10,000	\$	-	\$	10,000
Holiday Decorations	\$ 2,500	\$	-	\$	-	\$	-
Contingency	\$ 15,000	\$	7,500	\$	-	\$	7,500
Total Operations & Maintenance	\$ 265,400	\$	133,950	\$	60,675	\$	73,275
Other Expenditures							
Capital Reserve - Transfer	\$ 50,000	\$	-	\$	-	\$	-
Total Expenditures	\$ 440,694	\$	203,265	\$	108,292	\$	94,973
Excess (Deficiency) of Revenues over Expenditures	\$ -			\$	319,019		
Net Change in Fund Balance	\$ -			\$	319,019		
Fund Balance - Beginning	\$ -			\$	2,192		
Fund Balance - Ending	\$ -			\$	321,210		

**Community Development District** 

**Debt Service Fund - Series 2023** 

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thru	u 03/31/24	Thr	ru 03/31/24	Variance
Revenues						
Assessments	\$ 382,769	\$	382,769	\$	381,261	\$ (1,507.69)
Interest	\$ -	\$	-	\$	6,195	\$ 6,195
Total Revenues	\$ 382,769	\$	382,769	\$	387,457	\$ 4,688
Expenditures						
Interest - 12/15	\$ 140,260	\$	140,260	\$	140,260	\$ -
Prinicpal - 6/15	\$ 80,000	\$	-	\$	-	\$ -
Interest - 6/15	\$ 150,278	\$	-	\$	-	\$ -
Total Expenditures	\$ 370,538	\$	140,260	\$	140,260	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 12,231			\$	247,197	
Other Financing Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	104	\$ 104
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	104	\$ 104
Net Change in Fund Balance	\$ 12,231			\$	247,301	
Fund Balance - Beginning	\$ 140,260			\$	333,294	
Fund Balance - Ending	\$ 152,491			\$	580,594	

**Community Development District** 

**Capital Projects Fund - Series 2023** 

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	ed Budget		Actual		
	Budget	Thru 0	3/31/24	Thr	ru 03/31/24	V	ariance	
Revenues								
Interest	\$	-	\$	-	\$	49,201	\$	49,201
Total Revenues	\$	-	\$	-	\$	49,201	\$	49,201
Expenditures								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	49,201		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(104)	\$	(104)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(104)	\$	(104)
Net Change in Fund Balance	\$	-			\$	49,097		
Fund Balance - Beginning	\$	-			\$	(479,318)		
Fund Balance - Ending	\$	-			\$	(430,222)		

**Community Development District** 

Month to Month

	 Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept T	`otal
Revenues:													
Assessments - Tax Roll	\$ - \$	- \$	354,564 \$	944 \$	854 \$	968 \$	- \$	- \$	- \$	- \$	- \$	- \$ 3	357,330
Assessments - Direct	\$ 40,975 \$	- \$	- \$	20,487 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	61,462
Developer Contributions	\$ 8,518 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,518
Total Revenues	\$ 49,493 \$	- \$	354,564 \$	21,431 \$	854 \$	968 \$	- \$	- \$	- \$	- \$	- \$	- \$ 4	427,311
Expenditures:													
<u>General &amp; Administrative:</u>													
Supervisor Fees	\$ - \$	1,200 \$	1,600 \$	- \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,600
FICA Expense	\$ - \$	92 \$	122 \$	- \$	61 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	275
Engineering	\$ 280 \$	280 \$	280 \$	- \$	- \$	280 \$	- \$	- \$	- \$	- \$	- \$	- \$	1,120
Attorney	\$ 1,500 \$	778 \$	581 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,859
Annual Audit	\$ 1,000 \$	1,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,000
Assessment Administration	\$ 6,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,500
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ 417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	2,500
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	3,333 \$	- \$	- \$	- \$	- \$	- \$	- \$	20,000
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	900
Website Maintenance	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Postage & Delivery	\$ 10 \$	61 \$	8 \$	185 \$	34 \$	5 \$	- \$	- \$	- \$	- \$	- \$	- \$	303
Insurance	\$ 5,590 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,590
Copies	\$ 9 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9
Legal Advertising	\$ 1,015 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,015
Other Current Charges	\$ 8 \$	16 \$	16 \$	38 \$	39 \$	38 \$	- \$	- \$	- \$	- \$	- \$	- \$	156
Office Supplies	\$ 3 \$	3 \$	3 \$	3 \$	0 \$	3 \$	- \$	- \$	- \$	- \$	- \$	- \$	15
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 20,090 \$	7,430 \$	6,611 \$	4,226 \$	4,934 \$	4,326 \$	- \$	- \$	- \$	- \$	- \$	- \$	47,617

**Community Development District** 

Month to Month

	_	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance														
Field Expenditures														
Property Insurance	\$	2,928 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,928
Field Management	\$	625 \$	625 \$	625 \$	625 \$	625 \$	625 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,750
Landscape Maintenance	\$	2,950 \$	5,500 \$	5,500 \$	5,500 \$	6,500 \$	6,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	32,450
Landscape Replacement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Lake Maintenance	\$	250 \$	125 \$	125 \$	125 \$	125 \$	125 \$	- \$	- \$	- \$	- \$	- \$	- \$	875
Streetlights	\$	- \$	3,717 \$	1,934 \$	- \$	3,684 \$	3,222 \$	- \$	- \$	- \$	- \$	- \$	- \$	12,556
Electric	\$	- \$	107 \$	1,946 \$	- \$	97 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,150
Water & Sewer	\$	- \$	- \$	- \$	- \$	528 \$	5,437 \$	- \$	- \$	- \$	- \$	- \$	- \$	5,965
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
General Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Holiday Decorations	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Operations & Maintenance	\$	6,753 \$	10,075 \$	10,130 \$	6,250 \$	11,558 \$	15,909 \$	- \$	- \$	- \$	- \$	- \$	- \$	60,675
Total Expenditures	\$	26,843 \$	17,504 \$	16,741 \$	10,476 \$	16,492 \$	20,235 \$	- \$	- \$	- \$	- \$	- \$	- \$	108,292
Excess (Deficiency) of Revenues over Expenditures	\$	22,650 \$	(17,504) \$	337,823 \$	10,955 \$	(15,638) \$	(19,267) \$	- \$	- \$	- \$	- \$	- \$	- \$	319,019
Other Financing Sources/(Uses):														
Transfer In/(Out)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/(Uses)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$	22,650 \$	(17,504) \$	337,823 \$	10,955 \$	(15,638) \$	(19,267) \$	- \$	- \$	- \$	- \$	- \$	- \$	319,019

#### Ranches At Lake Mcleod Community Development District

Special Assessment Receipts

Fiscal Year 2024

ON ROLL ASSESSMENTS

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								oss Assessments t Assessments		385,746.46 358,744.21	\$ \$	411,580.56 382,769.92		'97,327 '41,514	
										48%		52%			0%
Date	Distribution	G	ross Amount	Dis	count/Penalty	Commision	Interest	Net Receipts	G	eneral Fund		Debt Service		Total	
12/7/23	11/13/2023-11/22/2023	\$	36,005.77	\$	(1,440.20)	\$ (691.31)	\$ -	\$ 33,874.26	\$	16,388.35	\$	17,485.91	\$	33,874	.26
12/19/23	1% Fee Adj	\$	(7,973.27)	\$	-	\$ -	\$ -	\$ (7,973.27)	\$	(3,857.46)	\$	(4,115.81)	\$	(7,973	.27)
12/21/23	11/23/23-11/30/23	\$	747,555.44	\$	(29,899.33)	\$ (14,353.12)	\$ -	\$ 703,302.99	\$	340,257.68	\$	363,045.31	\$7	03,302	.99
12/27/23	12/01/2023-12/15/2023	\$	3,901.09	\$	(156.04)	\$ (74.90)	\$ -	\$ 3,670.15	\$	1,775.62	\$	1,894.53	\$	3,670	.15
1/16/24	10/01/23-12/31/23	\$	-	\$	-	\$ -	\$ 1,950.65	\$ 1,950.65	\$	943.72	\$	1,006.93	\$	1,950	.65
2/9/24	01/01/24-01/31/24	\$	1,838.55	\$	(36.77)	\$ (36.04)	\$ -	\$ 1,765.74	\$	854.26	\$	911.48	\$	1,765	.74
3/13/24	02/01/24-02/29/24	\$	2,062.54	\$	(20.62)	\$ (40.84)		\$ 2,001.08	\$	968.12	\$	1,032.96	\$	2,001	.08
								\$ -	\$	-	\$	-	\$		
	Total	\$	783,390.12	\$	(31,552.96)	\$ (15,196.21)	\$ 1,950.65	\$ 738,591.60	\$	357,330.29	\$	381,261.31	\$7	38,591	.60

99.61% Net Percent \$ 2,922.53 Balance Rem

\*\*\*\*

+

Net Percentage Collected Balance Remaining To Collect

#### DIRECT BILL ASSESSMENTS

Lennar Hon	nes, LLC							
2024-01			Net	Assessments	\$	81,949.79	\$	81,949.79
Date Received	Due Date	Check Number	Ν	et Assessed	Amo	ount Received	Ge	eneral Fund
10/31/23	10/1/23	2118934	\$	40,974.90	\$	40,974.90	\$	40,974.90
1/24/23	2/1/24	2168623	\$	20,487.45	\$	20,487.45	\$	20,487.45
	5/1/24		\$	20,487.45				
			\$	81,949.80	\$	61,462.35	\$	61,462.35

**Community Development District** 

Long Term Debt Report

#### Series 2023, Special Assessment Revenue Bonds

Interest Rate: Maturity Date: Reserve Fund Definition Reserve Fund Requirement Reserve Fund Balance 4.625%, 5.250%, 5.500% 6/15/2053 50% Maximum Annual Debt Service \$191,384 \$194,775

Bonds Outstanding - 6/27/23

Current Bonds Outstanding

\$5,665,000

\$5,665,000

## SECTION 3



April 19, 2024

Samantha Ham – Recording Secretary Ranches at Lake McLeod CDD 219 E. Livingston Street Orlando, Florida 32801-1508



## RE: <u>Ranches at Lake McLeod Community Development District Registered</u> <u>Voters</u>

Dear Ms. Ham,

In response to your request, there are currently **82** voters within the Ranches at Lake McLeod Community Development District. This number of registered voters in said District is as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

on Edwards

Lori Edwards Supervisor of Elections Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

# Audit Committee Meeting

## SECTION III

## SECTION A

## RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

### District Auditing Services for Fiscal Year 2024 Polk County, Florida

#### **INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than Monday, June 17, 2024 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns/Samantha Ham, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Ranches at Lake McLeod Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Year 2024, plus the cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

### 1. Ability of Personnel.

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

### 2. Proposer's Experience.

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

## 3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

## 4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

## 5. Price.

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL

### (100 Points)

### (20 Points)

(20 Points)

## (20 Points)

## SECTION B

### RANCHES AT LAKE MCLEOD COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Ranches at Lake McLeod Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Eagle Lake, Polk County, Florida. The District currently has an operating budget of approximately \$440,694. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 1, 2025.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Jill Burns/Samantha Ham, District Manager/Staff, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "Auditing Services – Ranches at Lake McLeod Community Development District."

Proposals must be received by **5:00 PM** on **Monday**, **June 17**, **2024**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager Governmental Management Services – Central Florida, LLC

Run Date: Monday, June 3 2024