



Rizzetta & Company

## **Mitchell Ranch Community Development District**

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### **Board of Supervisors' Meeting February 11, 2020**

**District Office:  
5844 Old Pasco Road, Suite 100  
Tampa, Florida 33625  
813.933.5571**

**MITCHELL RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Kelly Evans Laura Coffey Lori Campagna Daniel Arnette Christopher Smith	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Brian Surak	Clearview Land Design

**All cellular phones must be placed on mute while in the meeting room.**

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813)994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

February 3, 2020

Board of Supervisors  
**Mitchell Ranch Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Mitchell Ranch Community Development District will be held on **Tuesday, February 11, 2020 at 10:00 a.m. (or immediately following the adjournment of the Copperspring CDD meeting)**, at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Oath of Office to Newly Elected Supervisor..... Tab 1
  - B. Consideration of Minutes of the Audit Committee Meeting  
Held on November 12, 2019..... Tab 2
  - C. Consideration of Minutes of the Board of Supervisors  
Meeting Held on November 12, 2019..... Tab 3
  - D. Consideration of Operation and Maintenance for October,  
November and December 2019 ..... Tab 4
- 4. BUSINESS ITEMS**
  - A. Ratification of the Grau Engagement Letter ..... Tab 5
  - B. Ratification of Aquatic Maintenance Proposal ..... Tab 6
  - C. Ratification of Pond Bank Landscape Maintenance ..... Tab 7
  - D. Discussion of Natural Buffer Areas Policy ..... Tab 8
  - E. Discussion of Agreement with Pasco County  
for Off-Site Roadway (00083265xAAC3C) ..... Tab 9
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571

Sincerely,

Matt Huber  
District Manager

## **Tab 1**

**MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF PASCO

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Mitchell Ranch Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

My commission expires on:

## **Tab 2**

MINUTES OF MEETING

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

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of Mitchell Ranch Community Development District was held on **Tuesday, November 12, 2019 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel FL, 33544.

Present and constituting a quorum were:

Kelly Evans	<b>Board Supervisor</b>
Laura Coffey	<b>Board Supervisor</b> ( <i>via conference call</i> )
Lori Campagna	<b>Board Supervisor</b>
Christopher Smith	<b>Board Supervisor</b>

Also present were:

Matthew Huber	<b>District Manager, Rizzetta &amp; Co.</b>
Scott Brizendine	<b>Financial Services Manager, Rizzetta &amp; Co.</b>
Chris Lynn	<b>Rizzetta &amp; Co</b>
John Vericker	<b>District Counsel, Straley Robin Vericker</b> ( <i>Via conference call</i> )
Brian Surak	<b>Interim Engineer, Clearview Land Design</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Huber called the Audit Committee Meeting of Mitchell Ranch Community Development District to order.

**SECOND ORDER OF BUSINESS**

**Review of Proposals Received for Audit RFP**

Mr. Huber asked if there were any questions on the process. A brief discussion was held regarding the proposals from Grau and Associates and Carr, Riggs, and Ingram (CRI). The Committee agreed to a unified ranking of first Grau with 100 points, and Second CRI with 98.

On a Motion by Ms. Campagna, seconded by Mr. Smith, with all in favor, the Audit Committee ranked Grau & Associates as the highest ranked bidder and recommended that they be awarded the contract for the Fiscal Years 2018/2019, 2019/2020 and 2020/2021 for Mitchell Ranch Community Development District.

**THIRD ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Audit adjourned the meeting at 10:05 a.m. for Mitchell Ranch Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman



## **Tab 3**

**MINUTES OF MEETING**

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

**MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Mitchell Ranch Community Development District was held on **Tuesday, November 12, 2019 at 10:05 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel FL, 33544.

Present and constituting a quorum were:

Kelly Evans	<b>Board Supervisor, Chair</b>
Laura Coffey	<b>Board Supervisor, Vice Chair</b> ( <i>Via conference call</i> )
Lori Campagna	<b>Board Supervisor</b>
Christopher Smith	<b>Board Supervisor</b>

Also present were:

Matthew Huber	<b>District Manager, Rizzetta &amp; Co.</b>
Scott Brizendine	<b>Financial Services Manager, Rizzetta &amp; Co.</b>
Chris Lynn	<b>Rizzetta &amp; Co.</b>
John Vericker	<b>District Counsel, Straley Robin Vericker</b> ( <i>Via conference call</i> )
Brian Surak	<b>District Engineer, Clearview Land Design</b>

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order and roll call performed, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Administration of Oath of Office for Board Supervisors**

It was noted that the oath would be administered to Ms. Coffey at a future meeting.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Landowner's Meeting Held on September 27, 2019**

Mr. Huber asked if there were any revisions need to the minutes of the Landowner's meeting. None were put forward.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the Audit  
Committee Meeting held on  
September 27, 2019**

A request was made to have the spelling of Ms. Campagna's name corrected.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the minutes of the Audit Committee meeting held on September 27, 2019, as amended, for Mitchell Ranch Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Meeting held on  
September 27, 2019**

A request was made to have the spelling of Ms. Campagna's name corrected.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on September 27, 2019, as amended, for Mitchell Ranch Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
September 2019**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors, approved the operation and maintenance expenditures for September 2019 (\$15,445.25) for Mitchell Ranch Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Audit Committee  
Recommendations**

Mr. Huber stated that the Audit Committee reviewed the proposals received for auditing services and ranked the vendors with Grau & Associates being ranked first and CRI second. As such the committee is recommending that the Board award the contract to Grau & Associates.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors awarded the contract for auditing services for the Fiscal Years 2018/2019, 2019/2020 and 2020/2021 to Grau and Associates for Mitchell Ranch Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Dissemination Agent  
Agreement**

Mr. Huber noted that the agreement had been previously executed by the Chair and asked that the Board ratify that action.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors ratified the execution of the Dissemination Agent Agreement by the Chair for Mitchell Ranch Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Request for  
Qualifications for District Engineering  
Services**

A brief discussion was held regarding the request for qualifications received and authorized District Counsel to negotiate a contract with Clearview Land Design to review and execute.

On a Motion by Ms. Evans, seconded by Ms. Compagna, with all in favor, the Board of Supervisors authorized District Counsel to negotiate a contract for Engineering services with Clearview Land Design for Mitchell Ranch Community Development District.

**TENTH ORDER OF BUSINESS**

**Presentation of Final Supplemental  
Special Assessment Allocation Report**

Mr. Brizendine presented the Final Supplemental Special Assessment Allocation Report, noting that it was updated to reflect the actual terms of the bond purchase.

On a Motion by Ms. Evans seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Final Supplemental Special Assessment Allocation Report for Mitchell Ranch Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-01,  
Supplemental Assessment Resolution**

Mr. Vericker presented Resolution 2020-01 and asked if there were any questions. There were none.

On a Motion by Ms. Evans seconded by Mr. Smith, with all in favor, the Board of Supervisors adopted Resolution 2020-01, Supplemental Assessment Resolution for Mitchell Ranch Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Vericker stated that the bonds are scheduled to close on Thursday, November 14th

**B. District Engineer**

No report.

**C. District Manager**

Mr. Huber stated that the next meeting is scheduled for December 10, 2019 at 10:00 a.m. The Board indicated that it would like to re-advertise the meeting times for the rest of the fiscal year to reflect the meeting to begin at 10:00 a.m. or immediately following the adjournment of the Copperspring CDD meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Evans asked that the District schedule mowing for the 3 ponds slopes within Field Stone.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adjourned the meeting at 10:24 a.m. for Mitchell Ranch Community Development District.

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

\_\_\_\_\_  
Chairman/ Vice Chairman

## **Tab 4**

# Mitchell Ranch Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## Operations and Maintenance Expenditures October 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,592.29**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Mitchell Ranch Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001009	INV0000043140	District Management Fees 09/19	\$ 3,275.00
Rizzetta & Company, Inc.	001009	INV0000043878	District Management Fees 10/19	\$ 3,275.00
Straley Robin Vericker	001005	17431	General Legal Services 08/19	\$ 1,060.78
Straley Robin Vericker	001007	17538	General Legal Services 09/19	\$ 690.10
Straley Robin Vericker	001010	17644	General Legal Services 10/19	\$ 1,476.21
Times Publishing Company	001006	0000002347 09/20/19	Account #204746 Legal Advertising 09/19	\$ 474.40
Times Publishing Company	001006	0000002350 09/20/19	Account #204746 Legal Advertising 09/19	\$ 92.80
Times Publishing Company	001008	0000021932 10/02/19	Account #204746 Legal Advertising 10/19	\$ 160.00
Times Publishing Company	001008	0000021941 10/02/19	Account #204746 Legal Advertising 10/19	<u>\$ 88.00</u>
<b>Report Total</b>				<b><u>\$ 10,592.29</u></b>



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# Mitchell Ranch Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operations and Maintenance Expenditures November 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,540.40**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Mitchell Ranch Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	001012	74793	Special District Fee FY 2019/20	\$ 175.00
Rizzetta & Company, Inc.	001011	INV0000044499	District Management Fees 11/19	\$ 3,275.00
Times Publishing Company	001013	0000021929 11/01/19	Account #204746 Legal Advertising 11/19	<u>\$ 90.40</u>
<b>Report Total</b>				<b><u><u>\$ 3,540.40</u></u></b>

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# Mitchell Ranch Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operations and Maintenance Expenditures December 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$6,822.71**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Mitchell Ranch Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Fieldstone Landscape Services	001016	3179	Pond/Slope Mowing 11/19	\$ 915.05
Rizzetta & Company, Inc.	001014	INV0000045198	District Management Fees 12/19	\$ 3,275.00
Rizzetta & Company, Inc.	001014	INV0000045403	Fee Increase District Management Fees 12/19	\$ 575.00
Sitex Aquatics LLC	001017	3188B	Monthly Lake Maintenance 12/19	\$ 230.00
Straley Robin Vericker	001015	17742	General Legal Services 11/19	<u>\$ 1,827.66</u>
<b>Report Total</b>				<b><u>\$ 6,822.71</u></b>

## **Tab 5**



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

December 10, 2019

To Board of Supervisors  
Mitchell Ranch Community Development District  
12750 Citrus Park Lane  
Suite 115  
Tampa, Florida 33625

We are pleased to confirm our understanding of the services we are to provide Mitchell Ranch Community Development District, Pasco County, Florida ("the District") for the fiscal year ended September 30, 2020, with an option for two one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Mitchell Ranch Community Development District as of and for the fiscal year ended September 30, 2020, with an option for two one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America 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. 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 evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America 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 the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is 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 an opinion, we may decline to express an opinion or issue a report, or 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 include a paragraph that states (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 District'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 District's internal control and compliance. The paragraph 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.



**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance 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 issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles 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*. 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.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. 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. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including 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 U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (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.

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 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, contracts or grant agreements, or abuse that we report.

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 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.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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 a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. 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 generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates 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 a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for 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 Grau & Associates 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. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$4,400 for the September 30, 2020 audit. The fees for fiscal year 2021 and 2022 will not exceed \$4,500 and \$4,600, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. 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.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 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. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date 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.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

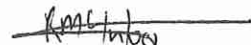
The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Mitchell Ranch Community Development 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,

Grau & Associates



Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Mitchell Ranch Community Development District.

By: 

Title: 

Date: 



## PEER REVIEW PROGRAM

is proud to present this  
Certificate of Recognition  
to

# Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair  
AICPA Peer Review Board  
2016

## **Tab 6**



5273 Giron Cir  
Kissimmee, FL 34758  
407.717.5851

## Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Mitchell Ranch CDD hereafter called "customer"

Customer: Mitchell Ranch CDD  
C/O: Rizzetta & Company  
Contact: Mr. Matthew Huber  
Address: 5844 Old Pasco RD Suite 100 Wesley Chapel, FL 33544  
Email: mhuber@rizzetta.com  
Phone: 813.994.1001

- Sitex agrees to provide aquatic management services for a period of 12 months  
In accordance with the terms and conditions of this agreement in the following sites:

Three (3) Ponds located @ Mitchell Ranch CDD in Trinity, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1. Shoreline Grass and Brush Control	Included
2. Underwater, Floating and Algae Treatment	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Algae callback service as needed	Included

Service shall consist of Twelve (12) applications per year

Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: 12/01/2019 thru 12/01/2020  
Agreement will automatically renew as per Terms & Condition

Monthly Service Amount:	\$230.00
Annual investment:	\$2,760.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Submitted: Joe Craig

Date: 11/13/19

Accepted

Date:

11/14/19

Joseph T. Craig

President

Matthew Huber

Customer

## Terms and Conditions

- Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.
- The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30<sup>th</sup> of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.
- This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.
- Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.
- Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.
- Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.
- It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.
- Sitex shall maintain the following insurance coverage and limits; (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.
- This Agreement shall be governed by the laws of the state of Florida.

## **Tab 7**





**MITCHELL RANCH CDD- POND/SLOPE MOWING**  
**8447 FL-54**  
**New Port Richey, FL 34655**

**Service - Summary**

**Landscape Management Services - 12 services per year**

- Bush Hog Ponds (1) time per month.

**Total cost per month:      \$966.60**

**Total cost per year:    \$11,599.20**

Initial Ve  
gn



**MITCHELL RANCH CDD- POND/SLOPE MOWING**  
**8447 FL-54**  
**New Port Richey, FL 34655**

**Optional Additional Services Available for Purchase**

**Mulch**

- Hand Install mulch ranges from \$65.00 - \$75.00 per yard depending on quantity.
- Blown in mulching typically for \$55.00 per yard depending on quantity

**Annuals**

- Install annual flowers at a cost of \$2.25 per annual. This includes all of the 4" flowers, labor, fertilizer and we warranty the flowers for 3 months, excluding acts of God and vandalism.

**Palm Tree Trimming**

- Trim all palm trees on property. Pricing varies based on quantity, type of palm and sizing



**TERMS AND CONDITIONS:**

**Owner**

**Mitchell Ranch CDD- Pond/Slope Mowing  
8447 FL-54  
New Port Richey, FL 34655**

**Contractor**

**Fieldstone Landscape Services  
4801 122nd Ave. N  
Clearwater, FL 33762**

The Owner and Contractor agree as Follows:

**1. Scope of Work**

The Contractor shall furnish all labor, equipment, materials and supervision to maintain the grounds of the property per attached service summary.

**2. Owner's Responsibility**

The Owner shall be responsible for access to the property.

**3. Term of Contract**

The contract period will be one (1) year from contract commencing date of: **1/1/2020**

**4. Contract Sum**

The Owner shall pay the Contractor in current funds for the performance of the work in the contract sum of: **\$11,599.20**

**5. Progress Payments**

The Contractor will submit request for payment on or around the 1st of each month. The Owner will make monthly payments of **\$966.60** for the amount due within 30 days thereafter.

**6. Changes in Work**

The Owner may order changes in the scope of work consisting of additions, deletions, and/or modifications. The contract sum will be adjusted accordingly.

**7. Termination of the Contract**

If the Owner fails to make payment for a period of forty-five (45) days, the Contractor may terminate the contract and recover from the Owner payment for all work performed. The Owner may terminate the contract upon thirty (30) days written notice delivered via certified



mail to the Contractor.

**8. Considerations for Insurance, Licenses, Permits and Liability**

The contractor will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and requires same of any sub-contractors and provides proof of same to the client. The contractor is also responsible for obtaining any licenses and/or permits required by law for activities on client's property.

The Contractor shall maintain at his/her own expense such insurance as will protect him/her from claims under Workman's Compensation and public liability, property damage and other such insurance in the following amounts:

**General Liability**

- General Aggregate \$2,000,000
- Products-Comp/Op Agg. \$2,000,000
- Personal & Adv. Injury \$1,000,000
- Each Occurrence \$1,000,000
- Med. Expense (any one person) \$ 10,000

**Automobile Liability**

- Combined Single Limit \$1,000,000

**Umbrella Liability**

- Each Occurrence \$3,000,000
- Aggregate \$3,000,000

Prior to commencing work, the Contractor shall have his insurance company or companies, which are acceptable to the Owner, execute a certificate of insurance form and file copy of the same with the Owner. The certificates shall contain a ten (10) day notice of termination to the Owner clause.

**9. Situations which the Contractor may deem are his/her responsibility**

1. Any damage due to operation of his equipment in performing the contract.
2. Failure to comply with all laws pertaining to protected plant species, such as the mangrove.
3. Damage to plant material due to improper horticultural practices.
4. Improper replacement or retrofitting of irrigation system components.



10. Situations which the Contractor may deem are not his/her responsibility

1. Fieldstone is not responsible for the death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
2. Fieldstone is not responsible for damage due to improper irrigation components existing at the the time of contract execution, exposed cables/wires or sprinkler components/lines normally found below the lawn's surface. Also flooding, storm, wind, fire, cold damages or any other act of God are not included in contract.
3. Fieldstone is not responsible for damage due to disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components, or Irrigation restrictions imposed by the Water Management District or civil authorities.
4. Fieldstone is not responsible for damage caused by, or to any hidden item in the landscape that are not clearly guarded or marked.
5. Fieldstone is not responsible for damage due to vandalism

11. Billing Process and Payment Terms

Payment terms are set a Net 30 in order to assist in financing our operations which in turn leads to better service for our customers. Monthly billings will be made on the 1st day of the month, for all services to be performed for that month.

Owner shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs and attorney fees incurred by Fieldstone Landscape Services LLC., in collection of sums past due under this Agreement. Payment is due upon receipt of invoice.

Contractor will maintain throughout the term of this Agreement general liability insurance and worker's compensation insurance. If requested, the contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association as an additional insured.

12. Term

This agreement shall remain in force for a period of 1 year from contract date. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3% cost of living increase.

13. No Service

Client acknowledges that Contractor closes operations for a period of ten days each year for the holidays from December 24th through January 4. During this time of year. Contractor



will make every effort to ensure Client has received its service. Contractor may have to change the normal day of service to ensure its service is completed.

14. Fuel Surcharge

For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

**AGREED TO AND SIGNED BY THE FOLLOWING:**

**Owner: Mitchell Ranch CDD/ Pond/Slope Mowing**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor: Fieldstone Landscape Services LLC**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **I. Company Support**

### **Resource Capacity**

At Fieldstone Landscape Services we strive to distinguish ourselves by offering a complete package of Landscape Management services. We offer a wide range of services including: Landscape Maintenance, Landscape Enhancements, Turf Care, Irrigation Repairs & Installation, and Arbor Care.

Our focus at Fieldstone is to assemble the best team for the management of your property's landscape based upon our analysis of the total scope of work and the maintenance schedule. Our typical staffing model may be subject to minor changes and substitutions depending upon the final scope and maintenance schedule. The Landscape Maintenance Team is likewise provisional and by no means is this final, as new talent always joining the firm and the fact that local personnel will be hired to fill many positions in the project work force.

## **II. Customer Satisfaction**

### **Quality Control and Quality Assurance**

Providing a quality product and service is the joint concern of all members of Fieldstone Landscape Services. The first step in providing quality products and services is to develop a realistic cost estimate and maintenance schedule that meets the Owner's needs yet allows for innovation and creativity in exceeding customer expectations. The internal checks provided by Fieldstone Landscape Services Team have been described in other parts, what follows here is a description of the tools used to manage all customers on a daily basis.

### **Client Retention**

Customer satisfaction is the number one priority of Fieldstone Landscape Services. It is our mission to develop long lasting relationships with our customers. This can best be exemplified by our consistent retention of customers which exceeds 90% each annual renewal period. Our relationships with our customers are second to none largely in part due to our management team and their countless efforts to satisfy their every need.

We believe that our retention of customers speaks for itself and is the best measurement when measuring customer satisfaction.

## **III. Company Capabilities – Value Added Services**

### **➤ Landscape Maintenance**

Fieldstone Landscape Services offers a full service landscape maintenance program for every landscape, performed by educated and trained personnel. Our Horticulture Specialists can create a customized maintenance schedule specifically suited for the demands of your site and landscape investment.

Your account will be assigned a manager to assure personalized program development and service. The Fieldstone Landscape Services way assures that problems are solved, goals are



achieved, consultations are provided, and maintenance schedules are performed – always accurately, promptly, and dependably.

➤ ***Turf & Ornamental Management***

Fieldstone's spray department is dedicated to providing the latest state-of-the-art technology in nutrition and disease control through applications for turf, trees, shrub care, pest/weed control, and fertilization.

We work with each client to quickly diagnose turf symptoms and tree and shrub deficiencies in order to begin timely treatments.

➤ ***Irrigation Services***

Fieldstone is dedicated to providing state-of-the-art technology and superior products so you can be assured that you are getting the best possible irrigation services.

When your irrigation system requires special attention, responsiveness is essential. Fieldstone's irrigation division offers knowledgeable and reliable service options for repairs, maintenance and upgrades.

➤ ***Landscape Enhancements***

Fieldstone's landscape enhancement department specializes in assisting your property in reaching its full potential. From landscape design and installation to annual flower color, our team of designers and estimators are dedicated to delivering competitive customized bid packages for any size landscape project.

**Equipment**

Fieldstone Landscape Services has maintained a steady investment in capital resources such as modern facilities, modern equipment, and state-of-the-art technology. This inventory includes everything from specialty trucks and trailers, to mowing equipment, pay loaders, backhoes, skid steer loaders, pick-up trucks, dump trucks, and trenchers.

**Training and Safety**

The safety and well-being of our employees and every person we come in contact with is of paramount importance to our operation. It is the specific intent of Fieldstone Landscape Services to operate in compliance with all state and federal safety ordinances.





### **Additional Services**

Fieldstone Landscape Services shall provide services over and above the "Contract Specifications" with written authorization from customer only, such as daily or timed porter services.

### **PERSONNEL**

1. Fieldstone will provide all labor, transportation and supervision necessary to perform the work described herein.
2. Field personnel will be equipped with all supplies, tools, parts and equipment to perform work.
3. Personnel will be licensed for all applicable maintenance functions, including any chemical application when required by law.
4. Personnel shall wear clean Fieldstone uniforms of consistent design and color so that they may be recognized personnel of Fieldstone while on site. Fieldstone personnel shall comply with all OSHA dress code regulations, i.e. steel toed shoes, safety goggles, etc.
5. Fieldstone personnel are perceived as representatives of customer while on property, and as such, will conduct themselves in a professional, well mannered, well groomed, workmanlike manner at all times.
6. Any damage caused by FieldStone personnel shall be repaired promptly at no cost to customer.
7. Scheduling/Safety
  - a. Sufficient warning devices will be employed whenever necessary, to provide safety to persons and vehicular traffic. Work will be coordinated with customer and scheduled to give the least possible interference to property, merchants, occupants, guests, visitors and customers.

## **Tab 8**

## **NATURAL BUFFER AREAS POLICY STATEMENT**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Pasco County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including Pasco County, and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Pasco County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

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*Remainder of page left blank intentionally*

## Tab 9

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**INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY, FLORIDA AND  
THE MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT FOR SITE-  
RELATED IMPROVEMENTS TO BE LOCATED OFF-SITE OF THE DISTRICT**

This Interlocal Agreement between Pasco County, Florida and the Mitchell Ranch Community Development District for off-site improvements (“**Agreement**”) is entered by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**County**”) and the Mitchell Ranch Community Development District, a local unit of special purpose government (the “**District**”).

**WITNESSETH:**

**WHEREAS**, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (the “**Cooperation Act**”); and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

**WHEREAS**, the District was created by the County by Ordinance No. 19-27 adopted by the Board of County Commissioners on July 9, 2019, pursuant to Chapter 190, Florida Statutes and encompasses the residential development to be known as Mitchell Ranch; and

**WHEREAS**, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

**WHEREAS**, on or about May 19, 2015, the County approved the Mitchell 54 West Master Planned Unit Development Rezoning Petition No. 7116, that requires certain roadway infrastructure improvements for Mitchell Ranch; and

**WHEREAS**, pursuant to Ordinance No. 19-27 the District is already authorized to fund, construct, and maintain improvements related to the Spine Road, as defined in the Amended and Restated Cooperative Economic Development Agreement between Pasco County, Florida and M&M Route 54 West LLC dated November 27, 2018 River Glen Blvd, which is off-site but which improvements serve the land within the boundaries of the District; and

**WHEREAS**, the District, pursuant to Section 190.012(1) (g) and (h), desires to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the right of way, including associated landscaping, hardscaping, and other public infrastructure

(collectively, the “**Right of Way**”), to be located off-site of the District’s boundaries as shown in **Exhibit A** attached hereto, but connected to the District boundaries by the Spine Road, as these specific off-site related improvements are to serve the land within the boundaries of the District; and

**WHEREAS**, the parties hereto now desire to enter into this Agreement to confirm that off-site infrastructure requirements identified herein may be provided by the District.

**NOW, THEREFORE**, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

**Section 1. Authorized Off-Site Improvements.** The County and the District hereby agree that the District, in lieu of the developer, may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the off-site Right of Way.

**Section 2. Execution in Counterparts.** This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3. Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of either the County or the District beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended or other statute. 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.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or their individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

**Section 4. Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows.

If to the County:	Pasco County, Florida West Pasco Government Center 8731 Citizens Dr., Suite 340 New Port Richey, Florida 34654 Attention: County Administrator
-------------------	--

With a Copy to:	Office of the County Attorney Pasco County, Florida West Pasco Government Center 8731 Citizens Dr. Suite 340 New Port Richey, Florida 34654 Attention: County Attorney
-----------------	---

If to the District:

Mitchell Ranch  
Community Development District  
c/o Rizzetta & Company  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614  
Attention: District Manager

With a Copy to:

Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606  
Attention: District Counsel

**Section 5. Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation about this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

**Section 6. Assignment.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.

**Section 7. Amendments.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

**Section 8. Filing.** After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Pasco County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

**Section 9. Effective Date.** This Agreement shall become effective upon the date of its filing with the Clerk of the Circuit Court of Pasco County, Florida.

**Section 10. Severability.** All provisions of this Agreement are material to the Board of County Commissioner's intent to enter into this Agreement. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Agreement is challenged and declared illegal, invalid or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, this Agreement shall be deemed void and automatically repealed in its entirety.

**Section 11. Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

*[signature page to follow]*

**IN WITNESS WHEREOF**, the County and the District have each caused this Agreement to be executed on the dates indicated below:

(S E A L)

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA**

BY: \_\_\_\_\_  
PAULA O'NEIL, PH.D.  
CLERK & COMPTROLLER

BY: \_\_\_\_\_  
CHAIRMAN

DATE: \_\_\_\_\_

**ATTEST:**

**Mitchell Ranch  
Community Development District**

BY: \_\_\_\_\_  
Assistant Secretary

BY: \_\_\_\_\_  
Chair of the Board of Supervisors

DATE: \_\_\_\_\_



Exhibit A

MITCHELL 54 WEST

TRANSIT ORIENTED DEVELOPMENT SPINE ROAD PLAN

M&M REALTY PARTNERS

0200'400'

SCALE: 1" = 200'

N

This is a conceptual site plan and is subject to rezoning, final design, survey, environmental analysis, engineering, permitting and governmental approval. Site layout, product type and density are subject to change.

09/24/2018

12/01/2016

Date

Revised

Initial Submittal

Revision

Clearview

LAND DESIGN, P.L.

Engineering Business C.A. No.: 28858

1213 E. 6th Avenue, Tampa, Florida 33605

Office: 813-223-3919 Fax: 813-223-3975

