Rizzetta & Company

Mitchell Ranch
Community Development District

Board of Supervisors' Regular Meeting
November 10, 2026

District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813.994-1001

www.mitchellranchcdd.org

Professionals in Community Management

MITCHELL RANCH
COMMUNITY DEVELOPMENT DISTRICT

Hilton Garden Inn Tampa Suncoast Parkway, 2155 Northpointe Parkway Lutz, FL 33558
www.mitchellranchcdd.org

Board of Supervisors	Kelly Evans	Chairman
	Lori Campagna	Vice Chairman
	Jennifer Hoerle	Assistant Secretary
	Courtney Mai	Assistant Secretary
	Lori Rice	Assistant Secretary
District Manager	Sean Craft	Rizzetta & Company
District Counsel	Kathryn Hopkinson	Straley Robin & Vericker
District Engineer	Jerry Whited	BDI Engineering

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.

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
Mitchellranchcdd.org

November 2, 2026

Board of Supervisors
Mitchell Ranch Community
Development District

REVISED AGENDA

Dear Board Members:

The regular Meeting of the Board of Supervisors of the Mitchell Ranch Community Development District will be held on Tuesday, November 10, 2026 at 10:00 a.m., at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

BOS MEETING:

1. CALL TO ORDER

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. BUSINESS ITEMS

A. Consideration of Resolution 2027-01; Canvassing and Certifying Landowner Election Results ..... Tab 1

B. Consideration of Resolution 2027-02; Designating Officers of the District ..... Tab 2

C. Ratification of Landscape Maintenance Agreement with RedTree ..... Tab 3

4. BUSINESS ADMINISTRATION

A. Consideration of the Minutes of the Regular Meeting held on October 13, 2026 ..... Tab 4

B. Consideration of Operation and Maintenance Expenditures for September 2026 ..... Tab 5

5. STAFF REPORTS

A. District Counsel

B. District Engineer

i. Consideration of Proposal from Sitex for Vegetation Management at Wetland 4 ..... Tab 6

C. Aquatic Report (Under Separate Cover)

D. Community Asset Management Report ..... Tab 7

E. District Manager

i. Presentation of District Manager's Report (Under Separate Cover)

6. SUPERVISOR REQUESTS

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) 994-1001.

Sincerely,

Sean Craft

Sean Craft
District Manager

Tab 1

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS, DESIGNATING SEAT NUMBERS, AND DESIGNATING TERMS OF OFFICE.

WHEREAS, the Mitchell Ranch Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, there shall be a meeting of the landowners of the District held every two (2) years after the establishment of the District for the purpose of electing individuals to serve on the Board of Supervisors of the District (the "**Board**"); and

WHEREAS, the landowners meeting was properly noticed and held on November 10, 2026, and the Board desires to canvass and certify the results of the landowners' election, designate the seat numbers assigned to each Board member, and designate terms of office.

NOW THEREFORE BE IT RESOLVED BY THE BOARD:

Section 1. Incorporation of Recitals. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Section 2. Canvassing and Certifying the Election Results, Designating Seat Numbers, Designating Terms of Office.

a. All valid ballots cast in the election are accurately counted and included in the final election results shown below.
b. The election results are hereby canvassed and certified, and the individuals listed below are found to have been duly elected as Board members.
c. The seat number assigned to each Board member is designated as shown below.
d. The designated term of office (commenced immediately upon election until the subsequent election in November of the year shown below) for each Board member is shown below.

Name of Board member	# of Votes	Seat #	Term of Office
		5	2030

Passed and Adopted on November 10, 2026.

Attested By:

Mitchell Ranch Community Development District

_____
Name:_____
Title:☐Secretary/☐Assistant Secretary

_____
Name: Kelly Evans
Title: Chair of the Board of Supervisors

Tab 2

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mitchell Ranch Community Development District (the "**District**"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desire to designate the Officers of the District per Section 190.006(6), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT:

1. The following persons are elected to the offices shown, to wit:

_____	Chair
_____	Vice-Chair
Scott Brizendine	Secretary
Scott Brizendine	Treasurer
Susan Garcia	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
Sean Craft	Assistant Secretary

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

Passed and Adopted on November 10, 2026.

Attest:

_____
Name: _____
Title:☐Secretary/☐Assistant Secretary

Mitchell Ranch
Community Development District

_____
Name: Kelly Evans
Chair of the Board of Supervisors

Tab 3

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this "**Agreement**") is entered into as of November 13, 2026, between the **Mitchell Ranch Community Development District**, a special purpose unit of local government organized under Chapter 190, Florida Statutes (the "**District**") and **RedTree Landscape Systems, LLC**, a Florida limited liability company (the "**Contractor**").

Background Information:

The District owns, operates, and maintains certain landscaping and irrigation within and around the District. The District desires to hire a contractor for the ongoing maintenance of same landscaping and irrigation. The Contractor is familiar with the District property. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor, the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.

2. **Contractor's Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
    a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
    b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
    c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis.
    d. The Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of the Contractor, and in no event shall Contractor be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
    e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
    f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress,

performance, and furnishing of the work to be performed pursuant to this Agreement.

3. **Description of Work.**
   a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Work attached hereto as **Exhibit A** (the "Work").
   b. A map of the areas to be maintained is attached hereto as **Exhibit B**. The Contractor agrees that the map is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance.
   c. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party. Contractor shall in no way be responsible for the landscape installation performed by any such third party hired by the District.
   d. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. **Emergency Services.** In the event of an emergency, hurricane, or disaster, Contractor shall provide the District the following services:
   a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
   b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
   c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
   d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
   e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
   f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

5. **Manner of Performance.**
   a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
   b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
   c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
   d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
   e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
   f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
   g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
   h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
   i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
   j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.

k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. **Time of Commencement.** The work to be performed under this Agreement will begin on Friday, November 13, 2026.

7. **Term and Renewal.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent one-year terms pursuant to the compensation as stated herein and with the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

8. **Termination.**
   a. Contractor's Termination. Contractor may terminate this Agreement with 90 days' written notice with or without cause.
   b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have.
   c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor under this Agreement. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. **District Representatives and Inspections.**
   a. The District hereby designates the District Manager, other representatives of the District Manager's office, and the District's Landscape Specialist to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
   b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
   c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.

d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 5 business days and prior to submitting any invoices to the District.

10. **Additional Work.** If the District should desire additional work or services or to add additional lands to be maintained, the Contractor will perform such work or services pursuant to the pricing included in the Proposal. If such work or services are not included in the Proposal, then Contractor agrees to negotiate in good faith to undertake such additional work or services. The parties shall agree in writing to a work order authorization, addendum, addenda, or change order to this Agreement. Any additional work shall be subject to the terms of this Agreement.

11. **Compensation**
    a. Official Proposal Form with Renewal Costs for Year 1, Year 2, and Year 3 is attached hereto as **Exhibit C**.
    b. Annual Year 1 Contract Totals are as follows:
        i. Base Landscape Services = $151,800.00 Annually
        ii. Irrigation System Monitoring and Maintenance = $14,400.00 Annually
        iii. Fertilization Plan = Included
        iv. **Total Price Per Year = $166,200.00**
        v. Total Monthly Price = $13,850.00
    c. As compensation for any additional work authorized in writing by the District, the District agrees to pay Contractor the agreed upon sum after such services are rendered.
    d. Contractor shall invoice the District monthly for the percentage of services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by the District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
    e. The District shall provide payment within 30 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
    f. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days

of the District's receipt of such invoice.

g. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

h. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. <u>Duties and Rights of Contractor</u>. Contractor's duties and rights are as follows:

a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and

claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

g. The Contractor has a duty to provide the District a monthly maintenance report, in a form acceptable to the District, that highlights any significant work done in the previous month, issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

h. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. Indemnification.

a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*

c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below.

The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.

i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and
$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.

ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Agreement.

iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than
$1,000,000.00 combined single limit covering all work performed under this Agreement.

iv. Umbrella Liability: With limits of not less than $1,000,000.00 per occurrence covering all work performed under this Agreement.

b. Each insurance policy required by this Agreement shall:
   i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
   ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   iii. Be written to reflect that the aggregate limit will apply on a per claim basis.

c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely

responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. **Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. **Relationship Between the Parties**. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer- employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this

Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

19. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

20. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. **Scrutinized Companies**. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

22. **Public Records**. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from 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 by law, (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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.

23. **Anti-Human Trafficking**. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. **Controlling Law and Venue**. This Agreement shall be governed under the laws of

the State of Florida with venue in the county in which the District is located.

26. **Enforcement of Agreement**. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non- prevailing party.

27. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

28. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

29. **Assignment**. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.

30. **Arm's Length Transaction**. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

32. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

33. **Notices**. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:	**To the Contractor:**
c/o Rizzetta	RedTree
3434 Colwell Ave., Ste. 200	5532 Auld Lane
Tampa, FL 33614	Holiday, FL 34690
Attn: Sean Craft	Attn: Pete Lucadano
scraft@rizzetta.com	peteluke@redtreelandscape.systems

34. **Entire Agreement**. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

RedTree Landscape Systems, LLC

Name: Peter Lucadano
Title: CEO

Mitchell Ranch
Community Development District

Kelly Evans
Kelly Evans (Nov 2, 2026 15:33:42 EST)

Name: Kelly Evans
Title: Chair of the Board of Supervisors

Exhibit A: Scope of Work
Exhibit B: Landscape Maintenance Map
Exhibit C: Official Proposal Form

STATE OF FLORIDA
COUNTY OF PASCO

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

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

Before me the undersigned authority personally appeared Peter Lucadano, who being duly sworn, deposes and says (the "**Affiant**"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.

2. Affiant is the CEO (Title) of Red Tree Landscape Systems (the "**Company**") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.

3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. Company intends to execute, renew, or extend a contract between Company and the MITCHELL RANCH Community Development District.

5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

, CEO
Signature of Affiant

Sworn before me on November 2, 2026

DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

Notary Public Signature

Notary Stamp

EXHIBIT A

MITCHELL RANCH CDD
Scope of Services
for Landscape and Irrigation Maintenance

1. TURF MAINTENANCE

A. Mowing

All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing. Mowing shall be with a reel, rotary, or mulching mower, whichever is appropriate for turf species. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Recommended turf heights after mowing is three-quarter (3/4) inches to one and one-half (1-1/2") inches for Bermuda turf, and three (3") to four (4") inches for St. Augustine Floratam or 'Bitter Blue'. Bahia turf shall be three (3") to three and one-half (3 ½") inches after mowing. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the Contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled.

After each mowing operation, the Contractor shall use a weed-eater or similar machine to trim grass that cannot be mowed with large machinery.

Frequency: St. Augustine grass will be mowed weekly March 1 through October 31 and every other week November 1 through February 28. Bahia turf grass will be mowed weekly May through September and every other week October through April.

i. All walkways, porches, parking areas, and curbs will be blown clean of any debris created from service following each mowing.
ii. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed.

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hard surfaces, and turf and bed lines. An angled or beveled appearance of hard surfaces or bed lines is unacceptable. Weed eaters are not to be used in edging. Tree rings and plant beds and all buildings, sidewalks, fences, walls, driveways, parking courts, and other surfaced areas bordered by turf will be edged at every mowing. Turf around irrigation heads will be trimmed so as to not interfere with or intercept water output. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (three feet minimum diameter) to avoid bark injury from movers and to reduce root

competition from grass. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be swept, blown or otherwise disposed of in storm sewer drains. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

Frequency: Weekly during growing season and as needed to keep within growing heights during off-season.

i. All curbs, parking areas and sidewalks will be edged in conjunction with mowing schedule. Planting areas will be edged on a bi-weekly basis in growing season and at least once per month November through March.

ii. Walls, posts, signs, valve boxes, transformers, utility boxes and other above-ground appurtenances shall be line trimmed in conjunction with mowing schedule even with mowed grass. Line trimming and edging will be accomplished without damaging any trees, shrubs or sprinklers.

C. Fertilization/pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. The Contractor shall take soil samples in at least three turf areas and one landscaped bed throughout the property to determine the pH level and any nutritional deficiency within thirty (30) days of the commencement of the landscape maintenance contract, and then at least once per year in January prior to springtime fertilization. Larger properties or properties with variable soil types may require additional soil samples. Soil samples shall be analyzed by a soil fertility laboratory to evaluate soil conditions for "soil fertility", including but not limited to pH, lime requirement, phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg) and micro-nutrients. The testing laboratory shall be instructed to provide comments for improving soil fertility/pH for the turf crop. The procedure and cost of all soil or other testing analyses shall be the responsibility of the Contractor. Soil testing analysis results and comments shall be submitted to the District within a report comparing the results to prior year's results for comparison purposes.

The pH level should be between 6.5 and 7.0 for optimum growing conditions in turf. Add necessary soil amendments of sulfur to lower the pH or lime to raise the pH according to the soil testing laboratory recommendations.

Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Turf shall be fertilized **four (4) times** per year in February, May, August, and November. Fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in slow or controlled release form. Fertilizer shall also contain magnesium and micro-nutrients (i.e. manganese, iron, zinc, copper, etc.). The amount of each nutrient to

be applied to the turf at each frequency is to be determined by the recommendations of the soil testing laboratory.

Fertilizer will be swept off of walks and drives onto lawns and landscape beds. After fertilization, a minimum of one-fourth (1/4) inch of water will be applied by the Contractor.

Frequency: minimum of four times a year with additional applications as required based on field conditions or recommendation from soil fertility laboratory.

D. Fire Ant Control

During each maintenance visit, the Contractor shall monitor and treat ant mounds and nesting yellow jackets or other stinging insects throughout the property as required using a granular or drench method. Fire Art mounds are to be removed and soil mounds leveled to previous grade after Fire Ants have been killed. The Contractor shall remove and dispose of wasps, bees and other subterranean insects in plant materials, on the ground or on site structures/furnishings.

Frequency: As needed

E. Insect and Disease Control

Contractor shall be responsible for inspections of the entire property and treatment of any insect or disease related problems during each maintenance visit. Turf areas destroyed by insects and/or fungus shall be repaired with sod at Contractor's expense. The Contractor will inspect lawn areas at each visit for indication of pest problems. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis using the least toxic, effective pesticide. All spraying of pesticides will be performed when temperatures are below those recommended by the manufacturer and wind drift is negligible. Records shall be kept on locations where pests were identified and treatment(s) rendered for control.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

F. **Turf Weed Control**

All turf is to be maintained to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and physical (hand pulling) weed control methods. Contractor shall provide to the District a report on the existing turf condition within thirty (30) days of beginning the maintenance contract. The report will assess the amount of weeds in the turf and provide a management plan to remove the weed species found. The management plan shall include a level of acceptable weed growth and a schedule of herbicide treatment required to reach the level of acceptable weed growth.

Frequency: As needed

G. **Water**

Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty.

Frequency: As needed

H. **Retention/Detention Ponds and Pond Banks**

Bahia turf areas are to be mowed at a height of three to three- and one-half inches. Contractor shall notify the District of erosion along pond banks and provide written proposals for the repair of erosion.

Frequency: Bahia turf grass will be mowed 36 times a year, weekly May through September and every other week October through April.

2. **SHRUB AND GROUNDCOVER MAINTENANCE**

A. **Pruning**

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material, and to create the effect intended by the District. Shrubs designated by the District to be shaped as a hedge will be pruned with mechanical or hand shears as needed to provide an informal shape, fullness, and bloom. Trim shrubs and hedges as necessary to maintain all appropriate safety indexes and to keep them looking neat and level as directed by the District. Pruning shall not create vertical sides to plants. Lower branches of shrubs shall be allowed contact with enough sun light for

healthy growth. All branches, dead wood, cuttings shall be removed from the job site as the time of pruning and disposed at an approved brush site. All shrub areas damaged by pruning equipment shall be restored. Ground cover plants may need some cutting back to encourage lateral growth. The work area shall be left neat and clean after all trimming and pruning operations. All clippings and debris from pruning will be carted away at the time pruning takes place.

Pruning shall include the following items:

i. Dead dying or unsightly parts of trees/shrub/ground cover
ii. Sprouts growing at or near the base of a tree trunk
iii. Branches that grow toward the center of the tree trunk
iv. Crossed branches that may rub together
v. Nuisance growth that interfere with view, traffic and signage. Nuisance growth includes the removal of all dangerous thorns spikes or appendages which may have potential conflict with people
vi. Removal of browned foliage on ornamental grasses in early Spring

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 20% of the height and foliage of plants shall take place during these pruning tasks, which will occur no more than once per year and only as required.

Frequency: Monthly

B. Fertilization/ pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Soil fertility shall be checked once per year as described in Section 1-C above. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Nutrient deficiencies shall be treated with supplemental application of the specific lacking nutrient according to soil testing laboratory recommendations.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. The Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include monitoring at

each scheduled maintenance visit and spot treatment as necessary using the least toxic methods. All spraying will be performed when temperatures are within the recommended range of the product to be applied and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as Bacillus thuringiensis (Bt) formulations. To eradicate more serious infestations by chewing or sucking insects, leaf miners and other pests, spray affected plants with special sprays and combinations of insecticide sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Contractor shall be fully licensed to spray insecticides.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in shrub and groundcover beds and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any plants unless plant material is under additional warranty.

Frequency: As needed

E. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling) and chemical methods. Bed areas shall be maintained to control weeds and strive to eliminate weeds. All shrub bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed

3. TREE MAINTENANCE

A. Tree Pruning

Tree pruning will be done once per year or as requested by the District. Prune, thin and trim trees as required to keep the trees healthy, to maintain the natural character of the variety, to control their shape and to maintain all appropriate safety indexes. Pruning in general shall consist of the removal of dead, broken, fungus infected, insect infected, and intertwining branches, vines and all other undesirable growth. Care shall be taken when pruning trees in landscape beds to create as little damage as possible to the plant materials below. Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than eight feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Trees located in natural areas shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. This includes the following areas, fishing piers, bridges and sheds. This is to include maintaining at all times a minimum of six to fifteen (6-15) feet of clearance under all limbs depending on location and species of tree. All clippings and debris from pruning will be carted away at the time pruning takes place.

Regardless of height, the Contractor shall be responsible for overall pruning of all ornamental trees such as Wax Myrtles, Crape Myrtles, American Hollies, Nellie R. Stevens Hollies, Ligustrums, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Treeform Oleanders, Sea Grapes, and other ornamental or flowering trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem, but leaving a one-half (1/2") inch to a one (1") inch nub, so that healing can readily start under normal conditions. On trees known to be diseased, disinfect tools with alcohol after each cut and between trees.

Dead tree removal is not the responsibility of the Contractor. Removal of dead limbs larger than six (6") inches in diameter is not the responsibility of the Contractor. Contractor is responsible to notify the District of dead trees and limbs that require removal by others.

Palm Pruning:

Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods. No green fronds will be removed. Palms should not be severely pruned. The practice of

leaving the old fronds as skirts on these Palms is not acceptable. Contractor shall never climb Palms with spikes or any other equipment that can damage trunks of trees.

Frequency: As needed for smaller palms and 3 times/year for larger palms.

i. *Ornamental Plants:* Will be pruned as needed to maintain a one (1) foot clearance from all building sides and other structures. A two (2) foot clearance from all roof eaves, and to maintain a neat uniform appearance at all times.
ii. Trees will be pruned once a year.
iii. *Palms:* Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods.
iv. *Hardwood Trees:* All tree branches will be kept pruned from ground up to eight (8) feet for property walking clearance at all times.

B. Fertilization

Existing mature trees do not apply. Fertilization applies to planted trees that have a caliper of ten (10") inches or less. Contractor is required to notify the District and make recommendations, in writing, of all other trees that may need supplemental fertilization. Fertilizer used on site should have labels attached.

Palms are to be fertilized three times per year using fertilizers especially formulated for Palms. Palm fertilizer shall be broadcast under foliage canopy at the rate of one (1) pound per inch of palm trunk diameter. Fertilizer shall not be placed against the trunk. Palm fertilizer shall be time release granular fertilizer formulated for palms "Palm Tree Fertilizer or Palm Special". A good balance fertilizer shall have 10% (Nitrogen), 5% (Phosphorous), 5% (Soluble Potash) and the necessary secondary (trace) plant foods such as Magnesium, water-soluble Magnesium, Manganese, Zinc, Boron, Copper and Iron. Palms shall be closely monitored for any sign of nutritional deficiency, especially concerning the following elements: nitrogen, potassium, magnesium, manganese, and iron, and for any sign of rot, smut, or spotting.

Frequency: 2 times/year.

i. *Turfgrass Fertilization:* St. Augustine Turfgrass areas will be fertilized (4) times per year. Treatments will include a high-quality fertilizer and/or a micro nutrient/iron supplement. Fertilizer rates are adjusted according to turf health, maturity and desired growth patterns.
ii. *Bahia Fertilization: Bahia* grass will be fertilized (2) times per year.
iii. *Shrub Fertilization:* Shrubs will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement. Fertilizer rates are adjusted according to shrub health, maturity and desired growth patterns.
iv. *Palm Fertilization:* Palms will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement.

Fertilizer rates are adjusted according to palm health, maturity and desired growth patterns.

v. *St. Augustine Turfgrass and Ornamental Pest Control Treatments:* During each treatment the St. Augustine turf and ornamentals will be inspected for damaging insects, active diseases and weeds. Treatments will be applied according to current industry standards, applicable laws and restrictions.

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Insect and disease problems found in existing mature trees is not the responsibility of the Contractor but reporting those problems to the District is required.

Routinely check palms for signs of distress or disease in the trunks, buds or fronds. Any evidence of disease affecting the palms is to be reported to the District at once. With District authorization, the Contractor shall make arrangements for proper evaluation and treatment of the problem. Inspect all palms, especially the Phoenix varieties during the month of March, for infestation of Palmetto Weevil.

The Contractor shall monitor those palms which are susceptible to Ganoderma butt rot. Should this disease be found on any palm, the Client shall be notified in writing, including a location map of the palm, whereby appropriate action on a case by case basis shall be directed by the District. Every precaution will be made to contain the disease and keep it from spreading to other palms. Proper care and procedures with equipment and maintenance around Ganoderma infected palms will be followed in accordance with University of Florida Cooperative Extension Service recommendations.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the District in writing and will be responsible for replacement of these items.

Frequency: As needed

E. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing to the District for review and approval.

Frequency: As needed

4. GENERAL SITE MAINTENANCE: TRASH AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas. All debris shall be disposed of off-site.

Frequency: Weekly

B. Weed Control

All roadways, sidewalks, and kiddies playground shall be maintained to control and strive to eliminate weeds. All tree rings and ornamental plant beds will be continuously controlled of weeds and grass encroachment.

Frequency: As needed

C. Leaf Collection

The frequency of leaf removal will vary based on the maturity and species of trees on the property. On a monthly basis, the Contractor will collect leaves from focal areas, pavement, and turf areas to prevent heavy build-up and cause damage to plant material by smothering. Additional frequencies may be required for heavy seasonal leaf drop from deciduous trees. Fallen leaves shall be collected and disposed of off-site; however, if the

District agrees to dispersal of the leaves within natural areas within the property leaves may be directed to these designated areas.

Frequency: As needed

D. Typical Weather Event Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

Frequency: As needed

E. Dead Shrub Removal

Dead plant material, not requiring general arborist practices for removal shall be removed and disposed of immediately by the Contractor. Contractor shall contact and advise the District, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

Frequency: As needed

F. Retention/Detention Ponds and Pond Banks

Access paths/easements to the ponds are to be kept clear of foliage and debris. Pond banks shall be kept clear of all debris along the water's edge and within three feet of the water's edge. Removal of floating debris is not the responsibility of the Contractor. Removal of aquatic weeds is not the responsibility of the Contractor.

Frequency: As needed

G. Site Manager

A site manager/foreman shall be assigned to the community with whom the District Representative may communicate and perform field visits on a regular basis. The Contractor will be responsible for providing weekly reports that will include a detailed account of the tasks performed, condition of the site and any recommendations.

5. IRRIGATION SYSTEM

A. Irrigation Management

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment. Contractor will notify

the District of malfunction or damage to the system's integrity. Routine irrigation maintenance is to be completed monthly.

Minor irrigation repairs which shall include the replacement of any irrigation nozzle, head or rotor that is inoperable due to normal use of the irrigation system will be performed by the Contractor and shall be included in the Bid Price. Should it be determined that damage is cause of negligence by the District, the District shall pay the cost of such repair. In case of major irrigation system mal-function Contractor shall promptly inform the District of the damage and provide a proposal for repairing the system.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of the Agreement or as needed. Contractor shall be required to furnish the District with a report of the overall operational quality of the irrigation system. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of the Agreement with a station number, general description of the area to be watered and suggested run time of each zone. The Contractor shall also attach waterproof zone tags to the top of zone valves with zone numbers that correspond to the numbering system at the control clock.

Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for greatest coverage.

The on-site Property Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community.

Frequency: Monthly

6. ANNUALS MAINTENANCE/INSTALLATION

A. Mulching

Bed areas shall have one quarter (1/4) inch of finely ground pine bark mulch at all times, not allowing bare soil areas to be visible.

Frequency: As needed when perennials are approved by the District

B. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

Frequency: As needed when approved by the District

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy perennials.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations when seasonal color is approved by the District

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of perennial bed areas and treatment of any insect or disease related problems.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed when perennials are approved by the District

E. Watering

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items. Annuals shall be hand watered at the time of installation.

To be inspected once per month. Observe zone for clogged heads, adjustments, repairs or replacements; Adjust components needed for proper operation; Check and adjust time, date and automatic functions of the clock.

Frequency: As needed when perennials are approved by the District

F. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling). Bed areas are to be maintained to control weeds and strive to eliminate weeds. All bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed when perennials are approved by the District

7. MULCHING FOR TREE AND SHRUB/GROUNDCOVER BED AREAS

A. Pine Bark Mulch

Applications of 'Mini-Nuggets' Pine Bark mulch will occur at the District's discretion. Mulch is to be spread at a depth of two (2") inches such that none of the old or previously laid mulch is visible. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process.

Contractor is responsible for spot mulching of any bare soil areas that have resulted due to landscape maintenance performance i.e., mower damage around bed lines, tree wells, etc. Spot mulching of beds shall be completed with matching mulch types that are existing on site.

Can be installed upon request at a cost negotiated at time of request.

Frequency: As requested by the District

B. Trenching

Bed line edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas. A three-inch deep trench is not required along turf bed lines. All tree wells located in turf areas should have root balls raked smooth, removing all old water rings or excessive soil, etc., making all tree wells as uniform in size and shape as possible. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties.

Frequency: As needed when mulching is approved by the District

EXHIBIT B

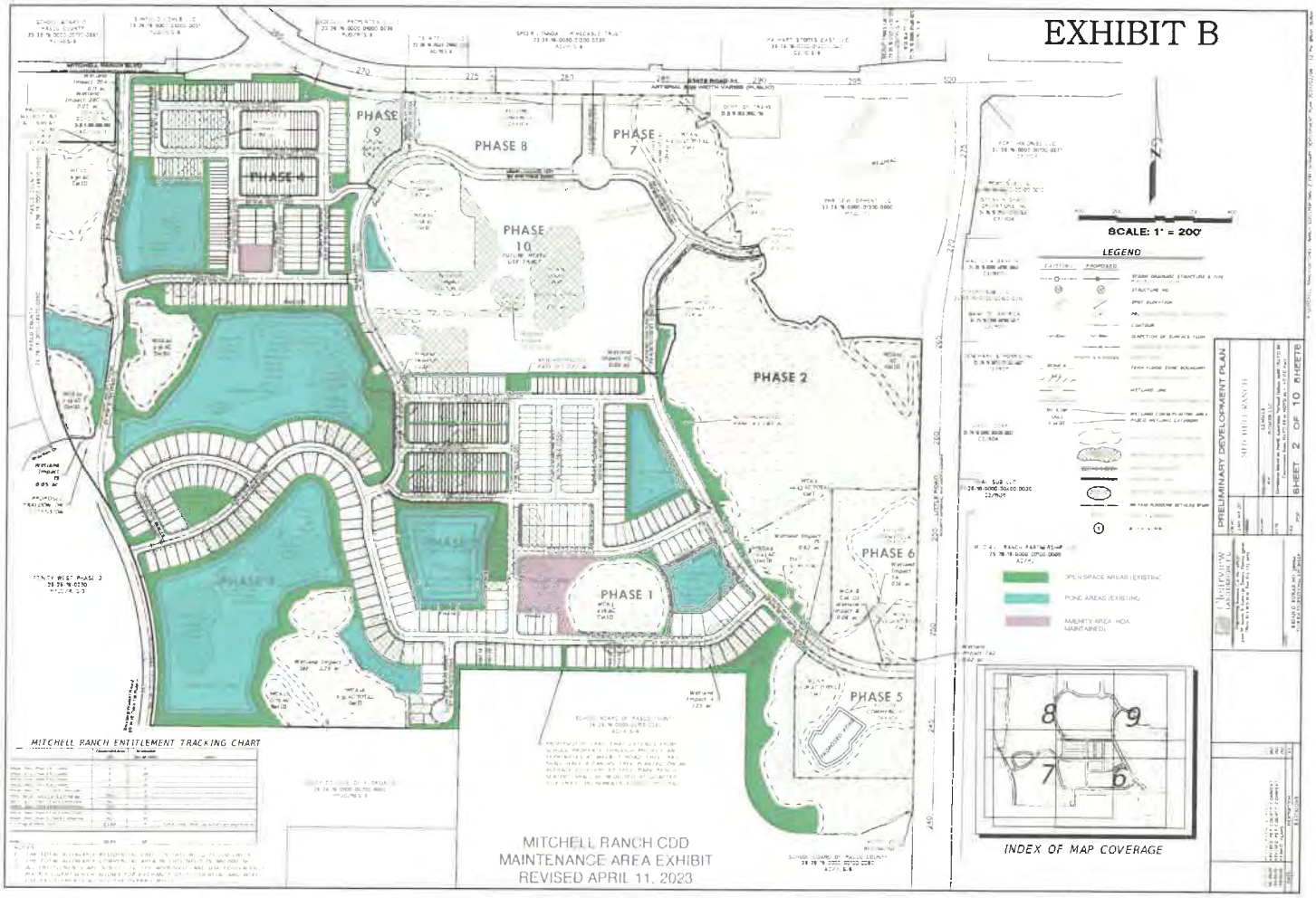

PHASE 9
PHASE 8
PHASE 7
PHASE 10
PHASE 2
PHASE 6
PHASE 1
PHASE 5
PHASE 3
PHASE 4
SCALE: 1" = 200'
LEGEND
OPEN SPACE AREAS (EXISTING)
POND AREAS (EXISTING)
AMENITY AREA (HOA MAINTAINED)
INDEX OF MAP COVERAGE
MITCHELL RANCH ENTITLEMENT TRACKING CHART
MITCHELL RANCH CDD
MAINTENANCE AREA EXHIBIT
REVISED APRIL 11, 2023
PRELIMINARY DEVELOPMENT PLAN
SHEET 2 OF 10 SHEETS

EXHIBIT C

Mitchell Ranch Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: RedTree Landscape Systems, LLC

In accordance with the solicitation of proposals issued by the Mitchell Ranch Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

Base Landscape Maintenance Services:

Includes turf mowing, edging, trimming, shrub and groundcover maintenance, tree and palm pruning, fertilization, pest control, weed control, debris removal, retention pond and lake bank mowing, storm debris cleanup, and monthly reporting.

Total Cost for the first year of the above items	**$151,800.00**	**/year ($12,650.00 /month)**
Optional Yearly Renewal Cost Year 2	**$151,800.00**	**/year ($12,650.00 /month)**
Optional Yearly Renewal Cost Year 3	**$159,390.00**	**/year ($13,282.50 /month)**

Irrigation System Monitoring and Maintenance:

Includes monthly wet checks, system monitoring, valve cleaning, controller adjustments, minor repairs while on site, and reporting as described in the Scope of Services.

Total Cost for the first year of the above items	**$14,400.00**	**/year ($1,200.00 /month)**
Optional Yearly Renewal Cost Year 2	**$14,400.00**	**/year ($1,200.00 /month)**
Optional Yearly Renewal Cost Year 3	**$15,120.00**	**/year ($1,260.00 /month)**

Additional Services (not included in base contract):

Mulch Installation (2" depth)
$**65.00** per cubic yard installed

Seasonal Color Installation (4" annuals)
$**2.75** per plant installed

Palm Injections (if approved)
$**75.00** per palm per treatment

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)
$ 75.00 per hour

Plant Replacement / Enhancements
To be quoted and approved by the District prior to installation.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October I through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Title of Authorized Signatory of Proposer: Signature of Authorized

Signatory of Proposer:

CEO / Owner

Peter Lucadano

Mitchell Ranch Community Development District Maintenance Service Agreement

Final Audit Report 2026-11-02

Created:	2026-11-02
By:	Senitee Brijmohan (sbrijmohan@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1YiNM1O96GZj5Mifi71cAoNknYZF8Rcq

"Mitchell Ranch Community Development District Maintenance Service Agreement" History

Document created by Senitee Brijmohan (sbrijmohan@rizzetta.com)
2026-11-02 - 8:31:28 PM GMT

Document emailed to Kelly Evans (kelly.evans@lennar.com) for signature
2026-11-02 - 8:31:34 PM GMT

Email viewed by Kelly Evans (kelly.evans@lennar.com)
2026-11-02 - 8:32:29 PM GMT

Document e-signed by Kelly Evans (kelly.evans@lennar.com)
Signature Date: 2026-11-02 - 8:33:42 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-11-02 - 8:33:42 PM GMT

Adobe Acrobat Sign

Tab 4

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 the Mitchell Ranch Community Development District was held on **Tuesday, October 13, 2026, at 10:26 a.m.** at the Hilton Garden Inn Tampa Suncoast Parkway. 2155 Northpointe Parkway, Lutz, Florida 33588

Present and constituting a quorum were:

Kelly Evans	**Board Supervisor, Chair**
Lori Campagna	**Board Supervisor, Vice-Chair**
Jennifer Hoerle	**Board Supervisor, Assistant Secretary**

Also Present were:

Sean Craft	**District Manager, Rizzetta & Company, Inc.**
Kathryn Hopkinson	**District Counsel, Straley, Robin Vericker**
Joseph Kim	**District Counsel, Straley, Robin Vericker**
Amiee Brodeen	**LIS, Rizzetta & Company, Inc.**
Jerry Whited	**District Engineer, BDI (via call)**
Audience	**None Present**

FIRST ORDER OF BUSINESS **Call to order and Roll Call**

Mr. Craft called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There were no audience members present for comments.

THIRD ORDER OF BUSINESS **Acceptance of Resignation from Jake Walsh**

On a Motion by Ms. Evans, seconded by Ms. Hoerle, with all in favor, the Board of Supervisors accepted the resignation from Jake Walsh from seat #4, as Assistant Secretary, for the Mitchell Ranch Community Development District.

DRAFT

FOURTH ORDER OF BUSINESS **Consideration of Open Board Seat**

The Board appointed Courtney Mai, to seat #4 to serve as Assistant Secretary for the remainder of the term which concludes in November 2028.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors appointed Courtney Mai to seat #4 to serve as Assistant Secretary for the remainder of the term which concludes in November 2028, for the Mitchell Ranch Community Development District.

FIFTH ORDER OF BUSINESS **Consideration of Proposals for Landscaping Services**

The Board accepted the proposal for landscaping services from RedTree Landscaping, with the start date scheduled for November 12th, 2026. Fieldstone Landscaping will continue to service the community over the next thirty days on the condition that the Board Chairman may terminate at any time prior if the items identified in the most recent landscaping report provided by Amiee Brodeen are not addressed. Ms. Brodeen will be in communication with the Board Chairman over the course of the next thirty days to provide updates on their progress. Ms. Hopkinson will draft the legal agreement between the district and RedTree Landscaping, then circulate for signatures.

SIXTH ORDER OF BUSINESS **Ratification of Temporary Construction License Access Agreement for 8694 Winning Fields Road**

> On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors ratified the Temporary Construction License Access Agreement for 8694 Winning Fields Road for the Mitchell Ranch Community Development District.

SEVENTH ORDER OF BUSINESS **Ratification of Egis Insurance Proposal for FY 2026-2027**

> On a Motion by Ms. Evans, seconded by Ms. Hoerle, with all in favor, the Board of Supervisors ratified the Egis Insurance Proposal for FY 2026-2027, for the Mitchell Ranch Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of the Minutes of the Regular Meeting held on September 8, 2026**

DRAFT

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on September 8, 2026, as presented, for the Mitchell Ranch Community Development District.

NINTH ORDER OF BUSINESS **Ratification of O&M Expenditures for August 2026**

On a Motion by Ms. Evans, seconded by Ms. Hoerle, with all in favor, the Board of Supervisors ratified the O&M expenditures for August 2026 ($46,691.89), for Mitchell Ranch Community Development District.

TENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Ms. Hopkinson will draft the legal agreement between Red Tree Landscaping and the district and circulate for signature as previously stated.

B. District Engineer

The Board directed Mr. Whited to coordinate with Sitex and obtain a proposal for vegetation management of encroaching invasive species at site WL 22.

C. Aquatics Report

The Board reviewed the aquatics report from Sitex.

.

D. Community Asset Management Report

Ms. Brodeen reviewed her report with the Board. A report of cinch bug infestation was discussed at Coleman Park and Fieldstone Landscaping stated that they would address the issue.

The Board also stated that the recently installed Japanese Blueberry trees need to be replaced and relocated. Ms. Hopkinson advised the Board that payment for monthly services to Fieldstone Landscaping is suspended until the issues identified in the Community Asset Management Report are resolved, however payment for one-time work authorizations such as irrigation repairs may continue as normal.

i. Contractor Response to Community Asset Management Report

The Board reviewed the report.

ii. Contractor Quality Assurance Report

The Board reviewed the report.

E. District Manager

I. Presentation of District Manager's Report

Mr. Craft reviewed the District Manager's report and reminded the Board that the next regular meeting is scheduled for November 10, 2026, at 10:00 a.m. at the Hilton Garden Inn.

DRAFT

Mr. Craft presented the 3rd Quarter Website Compliance Audit Report to the Board stating that there were no negative findings.

TENTH ORDER OF BUSINESS **Supervisor Requests**

There were no supervisor requests made.

ELEVENTH ORDER OF BUSINESS **Adjournment**

Mr. Craft stated that there were no other matters to come before the Board of Supervisors at this time.

On a Motion by Ms. Evans, seconded by Ms. Hoerle, with all in favor, the Board of Supervisors adjourned the meeting at 11:28 a.m. for Mitchell Ranch Community Development District.

_____ _____

Secretary/Assistant Secretary Chairman/ Vice Chairman

DRAFT

Tab 5

MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures
September 2026
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2026 through September 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$39,161.61**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2026 Through September 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ADP Easypay	20260929-1	090826-BOS-478	BOS Meeting Taxes 09/08/26	$ 186.00
Brletic Dvorak, Inc.	100708	2604	Engineering Services 08/26	$ 720.00
Duke Energy	20260924-1	910089223115-083126	Electric Services 08/26	$ 33.25
Duke Energy	20260908-1	910089223264-081426	Utilities 07/26	$ 81.56
Duke Energy	20260908-1	910089223446-081326	2899 Bearlanding Way 07/26	$ 308.69
Duke Energy	20260924-1	910089223602-083126	Electric Services 08/26	$ 33.25
Duke Energy	20260924-1	910089223793-090326	Electric Services 08/26	$ 33.25
Duke Energy	20260928-1	910089223967-090326	Electric Services 08/26	$ 857.60
Duke Energy	20260908-1	910089224140-081426	0000 Little Road Lighting Charges 07/26	$ 631.38
Duke Energy	20260928-1	910089224306-090426	Electric Services 08/26	$ 3,146.66
Duke Energy	20260924-1	910089224463-083126	Electric Services 08/26	$ 33.25
Duke Energy	20260924-1	910089224645-083126	Electric Service 08/26	$ 33.24
Duke Energy	20260924-1	910138415332-090126	Electric Services 08/26	$ 20.59
Duke Energy	20260924-1	910138417178-090126	Electric Services 08/26	$ 21.39

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2026 Through September 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Duke Energy	20260924-1	910138420123-090126	Electric Services 08/26	$ 20.59
Duke Energy	20260917-1	910139588485-082526	Street Lights 08/26	$ 1,706.26
Fieldstone Landscape Services	100709	28517	Irrigation Repair 08/26	$ 334.90
Fieldstone Landscape Services	100709	28539	Landscape Maintenance 09/26	$ 14,613.00
Fieldstone Landscape Services	100714	28605	Landscape Replacement 09/26	$ 1,884.49
Jacob Walsh	50015	JW081126-478	Board of Supervisors Meeting 08/11/26	$ 184.70
Jacob Walsh	50022	JW090826-478	Board of Supervisors Meeting 09/08/26	$ 184.70
Jayman Enterprises, LLC	100706	4718	Sign Maintenance & Repair 09/26	$ 125.00
Kelly Evans	50019	KE090826-478	Board of Supervisors Meeting 09/08/26	$ 184.70
Lori A. Rice	50021	LR090826-478	Board of Supervisors Meeting 09/08/26	$ 184.70
Lori Campagna	50017	LC081126-478	Board of Supervisors Meeting 08/11/26	$ 184.70
Rizzetta & Company, Inc.	100707	INV0000112147	Accounting Services 09/26	$ 5,938.09
School Now	100712	INV-SN-1726	Website Compliance & Management 09/26	$ 1,583.63
Sitex Aquatics, LLC	100710	11440-b	Lake Maintenance 09/26	$ 3,677.10

Mitchell Ranch Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2026 Through September 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Straley Robin Vericker	100715	29014	Legal Services 08/26	$ 1,959.00
The Observer Group, Inc.	100711	26-02242P	Legal Advertising 09/26	$ 109.38
The Observer Group, Inc.	100713	26-02279P	Legal Advertising 09/26	$ 87.50
The Observer Group, Inc.	100716	26-02489P	Legal Advertising 09/26	$ 59.06
Total				**$ 39,161.61**

Tab 6

Sitex Earth Works
VEGETATION MANAGEMENT SERVICE

PO Box 917

Parrish, FL 34219

813.564.2322

SERVICE AGREEMENT

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

Customer:	**Mitchell Ranch CDD**
C/O:	**Rizzetta & Company**
Contact:	**Sean Craft**
Address:	**3434 Colewell Dr unit 200 Tamp, FL**
Email:	**Scraft@rizzetta.com**
Phone:	**813.994.1001**

Sitex agrees to provide services In accordance with the terms and conditions of this agreement in the following sites:

Clean-up of North end on WetLand 4 @ the Mitchell Ranch Community located in Trinity, FL (see attached map in Yellow)

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

Services includes the following:

1. ***Physical removal of Vegetation on the north end of the wetland stakes***
2. ***Flush cut of hardwood w/stump treatments***
3. ***Brush to be knocked down***
4. ***Haul off & dump fee's included***

Total Cost: **$14,285.00**

Service shall consist of One (1) time event

Customer agrees to pay Sitex the following amount during the term of this agreement in 2 equal payments, 50% due prior to start & 50% due upon completion. Agreement per Term and Conditions below

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.

		10/26/2026	
Accepted By	Date	President, Sitex Earth Works llc.	Date

Terms & 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 through an addendum.

The Annual Cost will be paid to Sitex in Two (2) 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 30th of that month. A surcharge of two present (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 (n/a) month period. This Agreement shall be automatically renewed at the end of the twelve (n/a) 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 be 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 (MondayFriday) 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.


Rolling Tides Dr
Rolling Tides Dr
Rolling Tides Dr
Welbilt Blvd
WL4

Tab 7

MITCHELL RANCH

COMMUNITY ASSET MANAGEMENT REPORT



October 21, 2026

Rizzetta & Company
Amiee Brodeen – Community Asset Manager

Rizzetta & Company
Professionals in Community Management

Summary, Bear Landing Way, Birch Haven Ln

General Updates, Recent & Upcoming Maintenance Events

- **In the month of October and November:** Focus on this month for transitioning into the next years plant health and growth, and property appearance:
  - Turf Health – Continue mowing and edging, repair turf damage, and treat seasonal pest issues.
  - Irrigation Efficiency – Complete a full Wet-Check and provide a comprehensive plan for repairing all irrigation before the winter months.
  - Weed Management – Get ahead of the cool-season weeds and eliminate the current torpedo grass, stinkvine, bittermelon, nutsedge, Caesar weed.
  - Tree and Shrub Safety – Remove dead, damage, declining limbs and plants. Be proactive before hurricane season.
  - Holiday Preparation – Perform general landscape cleanup and prune plant material as needed for holiday lighting and seasonal appearance.
- **Pasco County:** Water restrictions have extended until March 31st 2027.

The following are action items for Fieldstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange is for staff. **Bold & underlined is info. or questions for the BOS.**

1. **Bear Landing Way & Birch Haven Lane:** At the monument corner, the turf has declined significantly since the last inspection. What is this turf currently being treated with? The damage resembles chinch bug activity and appears to be primarily confined to the CDD-maintained areas. (Pics 1a, 1b>)





2. **Same Area:** Every muhly grass in this area has weed growth emerging through the canopy. Based on the size and maturity of the weeds, this area does not appear to have been detailed thoroughly for at least 3 weeks. Also, several muhly grasses have been cut back. Why were they trimmed during their bloom season? (Pics 2a>, 2b>, 2c>)

Bear Landing Way, Birch Haven Ln, Bryant Park Dr

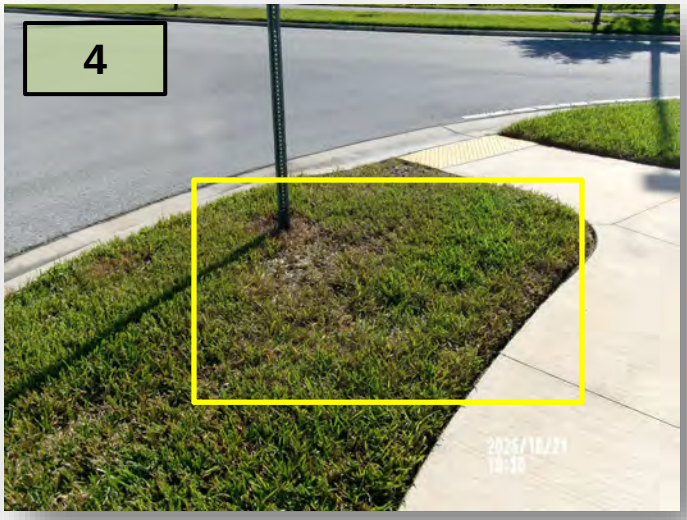
3. **Bear Landing Way:** Just south of Birch Haven Ln, behind the star jasmine hedge, weeds exceeding 3½ feet in height are growing throughout the muhly grasses. Remove the weeds and lightly tip-prune the… (#3 Cont,)….star jasmine hedge to improve appearance and density.







4. Rake out the accumulated dead grass along the corner of Bear Landing Way and Birch Haven Lane within the ROW. As long as the chinch bugs were treated, this small patch should grow back. Fertilize once confirmed insects are no longer present. (Pic 4)



5. **Birch Haven Ln & Bryant Park Dr:** The irrigated turf along the north side of the roadway should be a healthy green color. However, it is patchy and weedy. Treat for Florida snow, crabgrass, smartweed, and dollarweed. Provide the herbicide products being used for turf weed control in this area. The current treatment does no appear to be working judging on the amount of turf weeds present. (Pics 5a, 5b>)



Welbilt Rd, Mitchell Ranch Rd, Bear Landing Way, Pond 6

6. **Welbilt Blvd:** Adjacent to Pond 9, remove the tree straps from the three bottlebrush trees. The trunks are approximately 5 inches in diameter and appear well established. Also treat the active ant mound located at the base of the northernmost bottlebrush tree.

7. **Welbilt Blvd:** The sweetgum tree previously flagged for possible removal appears to have flushed new growth. (Pic 7)



8. **Welbilt Blvd & Mitchell Ranch Rd:** Treat the muhly grasses for mealybugs. Please specify the product being used for treatment. (Pic 8>)

9. **Welbilt Blvd & Rolling Tide Dr: The dead bottlebrush tree that has been reported for removal over the past three months still remains on site. (Pic 9>)**



10. **Bear Landing Way:** Around the sump station, an additional three to four viburnum shrubs have been lost along the north side of the gate. A Brazilian pepper tree approximately 4 feet tall has also been allowed to establish. Remove the invasive Brazilian pepper and dispose of the discarded tree stake located behind the shrubs during the next site visit. (Pics 10a>, 10b>)

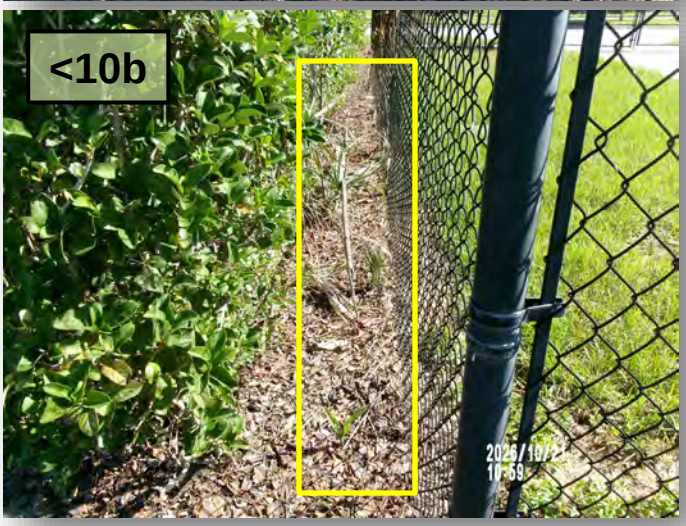
11. **Pond 6:** Of the two previously reported trees, I recommend replacing one and continuing to monitor the second. However, the second tree was planted too deeply, which may impact its long-term health and stability. Attempt to expose the root flare and monitor its response, provided the root system has not fully established. (Pic 11>)





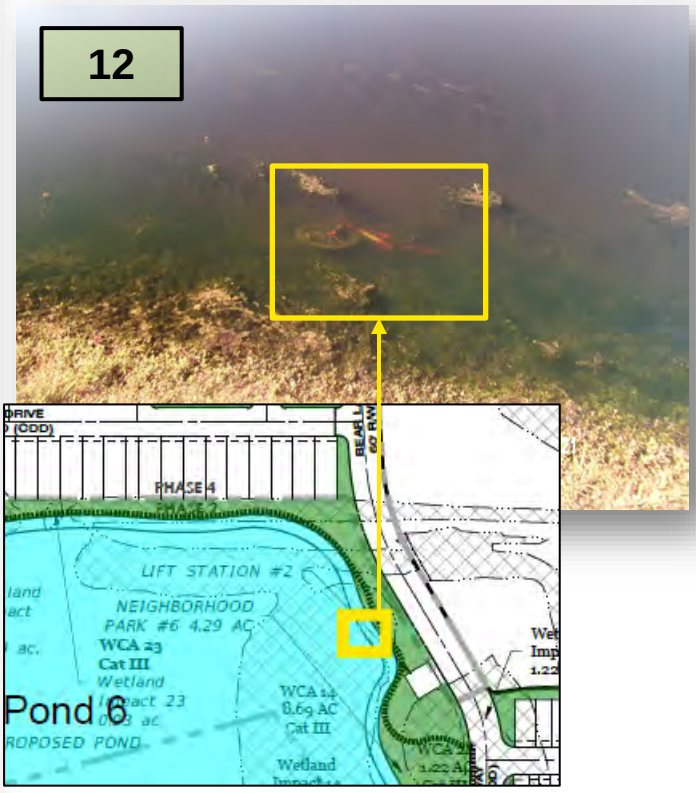
Bear Landing Way, Pond 6, Shelby Park



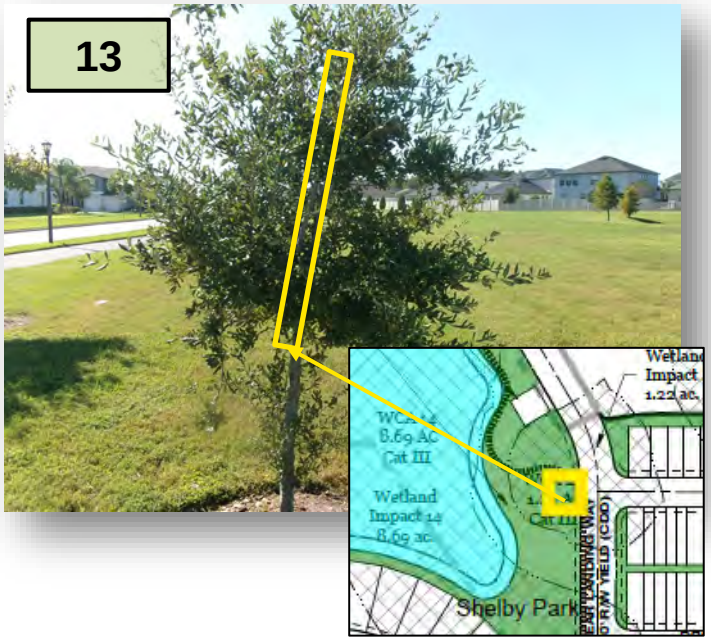




12. **Pond 6:** Pond Techs; Remove the bicycle from the pond. (Pic 12)



13. **Shelby Park:** Just south of the walking trail behind the Shelby Park sign, remove the bamboo support stake that is tied too tightly to the tree's main leader. The tie is beginning to girdle the trunk and needs be removed immediately. (Pic 13)



14. **Same Area:** Treat the ant mounds located within the adjacent red maple tree ring.

15. **Foster Park:** The newly planted tree looks significantly better, and the support straps have been properly adjusted. However, the adjacent bed surrounding the park bench still contains a large infestation of torpedo grass and excessive grass clippings within the mulch. (Pic 15)

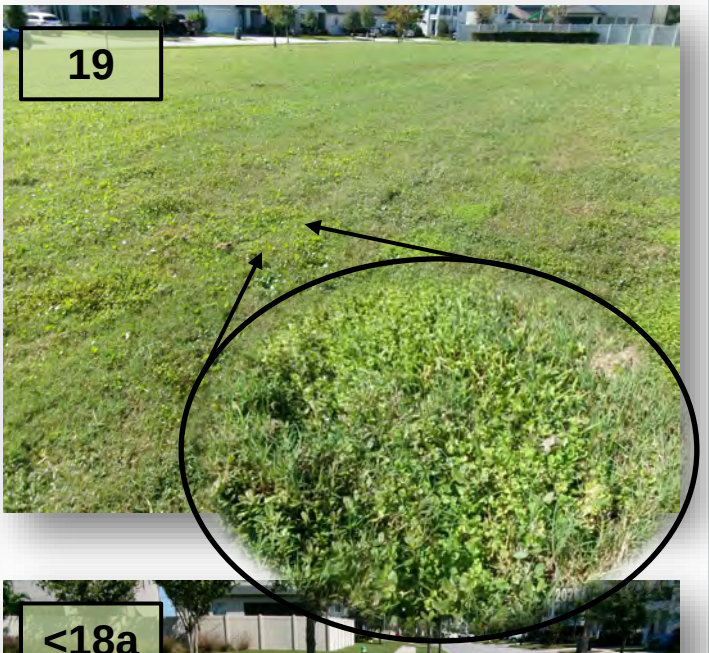


16. **Foster Park: Torpedo grass still heavily infests the star jasmine hedge. During the inspection, I removed a runner approximately 4 feet long. Continue removing the torpedo grass from as deep within the hedge as possible to prevent further spread.**

17. **Foster Park:** Torpedo grass continues to grow throughout the muhly grass beds, with additional clumping grass present in the turf. Grass clippings were also left behind by the maintenance crew. Clippings should not remain on turf for extended periods, as they can contribute to fungal issues and turf decline.

18. **Harmon Park:** The flood bubblers were running in the ROW at approximately 11:40 a.m. Based on the saturated soil and runoff, they appear to have been operating for an extended period. (Pics 18a>, 18b>)

19. **Harmon Park:** There are more weeds than turf within this park. The turf consists primarily of Bermuda grass with very little Bahia present. (Pic 19)







Harmon Park, Welbilt Rd, Pond 5, Capstone Ranch Dr

20. **Harmon Park:** In the far rear corner adjacent to the residential fencing, turf weeds are growing throughout the muhly grass planting areas, and the bed edge is no longer well defined.

21. **Welbilt Blvd:** South of Capstone Ranch Drive, raise the canopy of the Brazilian pepper tree overhanging the walkway. The canopy is currently hanging at approximately 6 feet and should be raised to provide proper clearance. (Pic 21)



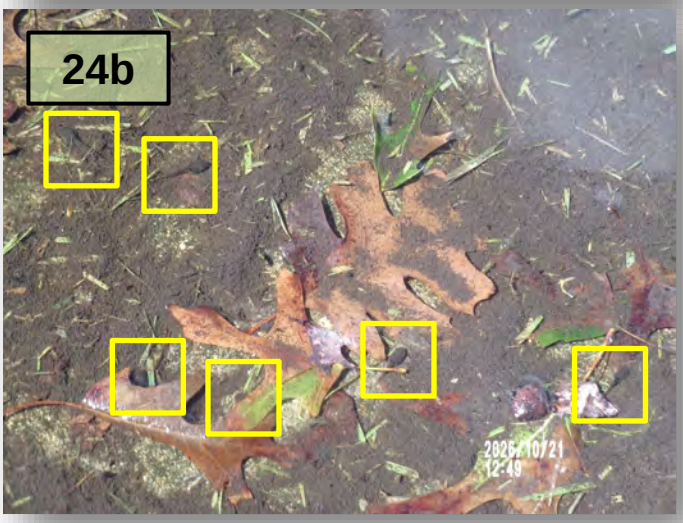
22. **Pond 5 (Welbilt Blvd south of Capstone): Previously reported on two separate occasions, the elm tree still has not been limbed up over the walkway. (Pic 22)**



23. **Welbilt Blvd & Capstone Ranch Dr:** The first Shumard oak north of Capstone Ranch Drive is exhibiting browning and drying along the leaf margins. This may be related to herbicide exposure, environmental stress, or root-related issues. Continue monitoring through next season, as the tree does not currently appear to be in serious decline.

24. **Welbilt Blvd:** A previously reported irrigation issue has returned, resulting in standing water along the sidewalk. Water has remained in place long enough to support tadpole activity. Turf clippings are also present within the standing water, assuming the team that mowed recently did they report the break? This appears to be a stuck irrigation valve and should be investigated immediately. (Pics 24a, 24b)





Welbilt Blvd, Pond 6

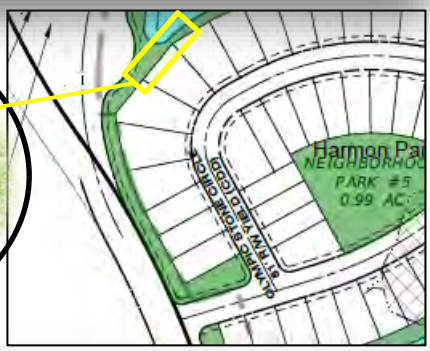
25. **Welbilt Blvd:** The previously reported Shumard oak continues to shed leaves since the last inspection. However, I recommend continued monitoring until next season before pursuing replacement. (Pic 25)



26. **Welbilt Blvd: This area has been reported nearly every month. Large patches of torpedo grass exceeding 2 feet in height remain, bed edges are poorly defined, and at the end of the bed, there is virtually no edge definition at all. Multiple turf grass species are growing within the mulch area. (Pics 26)**







27. **Pond 6:** At the southwest end of the pond, algae accumulation and debris is increasing and the water has developed a noticeable musty odor. (Pic 27>)

28. **Welbilt Blvd:** Multiple areas contain torpedo grass growing throughout the muhly grasses. It appears the muhly grasses were cut back, potentially to conceal the weed infestation. However, this is their primary blooming season, and they should not have been trimmed. This presents a valuable training opportunity regarding proper plant identification and seasonal pruning practices. (Pics 28a, 28b>, 28c>)





Welbilt Rd, Capstone Ranch Dr, Legends Pasture Rd





29. **Welbilt Blvd & Capstone Ranch Dr:** Remove the browning and declining branches from the Blue Pacific junipers.

30. **Capstone Ranch Dr:** Behind the homes, walking west behind the chain-link fence, broken branches should be removed rather than simply mowed around. The debris should be removed from the site, and the grapevine canopy should be lifted and maintained. (Pic 30>)

31. **Capstone Ranch Dr: The red maple still has not been replaced. A replacement tree with a gator bag should have been installed by now, as previously proposed.**

32. **Legends Pasture Rd: A longleaf pine that has been struggling for several months….**

(#32 Cont.)….continues to decline. I have requested feedback regarding this tree in previous reports but have not received a response. The upper canopy is now browning and experiencing noticeable dieback. (Pic 32)



33. **Legends Pasture Rd:** Along the west side of the roadway south of Capstone Ranch, two cypress trees appear to be declining. Continue monitoring through next season, as the stress may be related to the extreme weather conditions experienced this year.

34. **Legends Pasture Rd:** Several ROW turf areas south of Capstone Ranch continue to experience significant dieback. Once chinch bug activity is controlled, turf replacement will likely be necessary in the most….(Nxt pg)



(#34 Cont.)….severely affected sections.
(Pics 34a, 34b, 34c, 34d>, 34e>)







35. **Legends Pasture Rd & Little Rd: The three blueberry trees still have not been relocated. They have established in their...**





(#35 Cont.)….current locations, and transplanting them now to correct the planting depth will cause additional stress. This issue has remained unresolved for nearly three months since installation. The trees are exhibiting irregular growth, dieback, and declining trunk health, and irrigation bubblers have still not been installed. At this point, requesting a credit rather than continuing with unsuccessful corrective efforts. (Pics 35a>, 35b>)

36. **Legends Pasture Rd:** Several active ant mounds remain throughout the turf and mulch beds and do not appear to be receiving treatment.

37. **Coleman Park:** The ROW is becoming increasingly dominated by weeds,….(Nxt pg)

(#37 Cont.)…. while adjacent turf areas continue to exhibit dead patches. Rake out the dead material to encourage recovery and new growth, provided chinch bug activity is under control. (Pics 37a, 37b>)





38. **Legends Pasture Rd:** In the median adjacent to Winning Fields, weed growth is beginning to overtake the turf. The weeds appear untreated, as many are actively flowering, and the turf is beginning to thin as a result.



