

LTC Ranch West Residential Community Development District

Board of Supervisors Meeting October 21, 2025

District Office: 8529 South Park Circle Suite 330 Orlando, FL 32819

LTC RANCH WEST RESIDENTIAL DEVELOPMENT DISTRICT COMMUNITY

Board of Supervisors Austin Burr Chairman

Ben Meyers Vice Chairman
Robert Nelson Assistant Secretary
James Jahna Assistant Secretary
Luke Rector Assistant Secretary

District Manager Brian Mendes Rizzetta & Company, Inc.

District Counsel Jonathan Johnson Kutak Rock LLP

District Engineer Kinan Husainy Kimley-Horn and Assosciates

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (407) 472-2471. 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.

LTC RANCH WEST RESIDENTAL COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Orlando, Florida · (407) 472-2471</u> Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.ltcranchwestcdd.org

October 14, 2025

Board of Supervisors LTC Ranch West Residential Community Development District

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the LTC Ranch West Residential Community Development District will be held on October 21, 2025, at 1:45 p.m. at Home2Suites by Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994. The following is the agenda for the meeting:

1. 2. 3.	PUBL	TO ORDER/ROLL CALL IC COMMENT MUNITY UPDATES	
	A.	Superior Waterway's Lake Report	Tab 1
4.	BUSIN	IESS ADMINISTRATION	
	Α.	Consideration of Minutes of Meeting from the	
		Board of Supervisors Meeting held on September 2, 2025,	Tab 2
	B.	Ratification of Operation and Maintenance	
		Expenditures for August 2025	Tab 3
5.	BUSIN	IESS ITEMS	
	A.	Ratification of District Items	
		Holiday Light Installation Proposal	Tab 4
		Rizzetta & Company Inc.	
		Contract for District Management Services	
		EW Consultant's Environmental Services	
		Impact Landscaping Wylder Mulch Proposal	Tab 7
	B.	Consideration of Impact Landscaping Wylder	
	_	Parkway Phase 2 Proposal	
	C.	Consideration of Establishing an Audit Committee & Setting a Date	for the First
	_	Meeting of the Audit Committee	
	D.	Consideration of Resolution 2026-01 Amended & Restated Budget	Appropriation
	_	(Under Separate Cover)	
	E.	Consideration of Grau & Associates	
		Fiscal Year 26 Engagement Extension Letter	Tab 9
6.	_	FREPORTS	
	A.	District Counsel	
	B.	District Engineer	
	C.	District Manager	
_		1. Annual Goals Review	Tab 10
7.		RVISOR REQUESTS AND COMMENTS	
8.	ADJO	URNMENT	

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 (407) 472-2471.

With appreciation,

Brian Mendes

Brian Mendes District Manager

Johnthan Johnson, Kutak Rock LLP cc:

Tab 1



Toll free: 1-877-966-9333 • Fax: (561) 844-9629 www.superiorwaterway.com

CUSTOMER	LTC Ranch	west Residen	tial TECHNICIAN	DA DA	TE 8-21-25
TEMPERAT	(°E)	65 66-75 CLOUE 95 96+	O COVER Clear 25- 50-75% Ove	50% WIND 0-5 ercast 11-15	6-10
		6.12,13,14			
Weeds Treated	g.sd. pw. Aw Ba	Tg. Sd. pw. Aw Ba			
Bt = E Ba = I BI = E Bw = Ct = C	Alligatorweed Caby Tears Caby Tears Cabacopa Earnana Lilies Falladderwort Cattails	Ch = Chara Co = Coontail Cb = Cuban Bulrush Dw = Duckweed Ew = Fanwort Eb = Giant Bulrush Hy = Hydrilla Cted Lakes	Hyg = Hygrophila Ip = Illinois Pondweed Lm = Limnophila Mf = Mosquito Fern N = Naiad Pw = Pennywort Pa = Planktonic Algae Treated for inv This time due	Pr = Primrose Ru = Ruppia Sag = Sago Pondweed Sa = Salvinia Sd = Sedges Ss = Slender Spikerush Sp = Spatterdock Inside Dank V Yo Extreme W	WI = Water Lettuce WII = Water Lilies Wm = Water Meal Wt = Wild Taro
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EISH/WII DI	LIFE OBSERVAT	IONS			
FISH	☑ Largemouth B ☐ Mosquitofish ☐ Snakehead		☐ Sunshine Bass ☐ Suckermouth Catfish ☐ Florida Gar	Catfish Peacock Bass Piranha	☐ Triploid Grass Carp ☐ Mayan Cichlid ☐ Clown Knife Fish
WILDLIFE	Alligator Snake	☐ Turtle☐ Wild Hog	Otter Racoon	☐ Iguana ☐ Coyote	Fox Manatee
BIRDS	☐ Egret ☐ Anhinga ☐ Limpkin ☐ Moorhen	☐ Muscovies ☐ Cormorant ☐ Pelican ☐ Snail Kite	Coot Wild Ducks Sandhill Crane Little Blue Heron	☐ Bald Eagle ☐ Ibis ☐ Tricolored Heron ☐ Green Heron	□ Osprey□ Wood Stork□ Roseate Spoonbill□ Great Blue Heron
OTHER:					



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CUSTOM	ER LOTC Ranch	west Resider	tial TECHNICIAN	DA DA	TE 8-29-25
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Lake #'s					
Weeds Treated					
Aw Bt: Ba BI: Bw Ct	= Alligatorweed = Baby Tears = Bacopa = Banana Lilies = Bladderwort = Cattails	Ch = Chara Co = Coontail Cb = Cuban Bulrush Dw = Duckweed Fw = Fanwort Gb = Giant Bulrush Hy = Hydrilla	Hyg = Hygrophila Ip = Illinois Pondweed Lm = Limnophila Mf = Mosquito Fern N = Naiad Pw = Pennywort Pa = Planktonic Algae I ales Iook gee	Pr = Primrose Ru = Ruppia Sag = Sago Pondweed Sa = Salvinia Sd = Sedges Ss = Slender Spikerush Sp = Spatterdock	WI = Water Lettuce WIi = Water Lilies Wm = Water Meal Wt = Wild Taro
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FISH/WIL	DLIFE OBSERVAT	TIONS			
FISH	✓ Largemouth I ☐ Mosquitofish ☐ Snakehead	Oscar	☐ Sunshine Bass☐ Suckermouth Catfish☐ Florida Gar	Catfish Peacock Bass Piranha	☐ Triploid Grass Carp ☐ Mayan Cichlid ☐ Clown Knife Fish
WILDLIF	E Alligator Snake	✓ Turtle ✓ Wild Hog	Otter Racoon	☐ Iguana ☐ Coyote	Fox Manatee
BIRDS	☐ Egret ☐ Anhinga ☐ Limpkin ☐ Moorhen	☐ Muscovies ☐ Cormorant ☐ Pelican ☐ Snail Kite	☐ Coot ☐ Wild Ducks ☐ Sandhill Crane ☐ Little Blue Heron	☐ Bald Eagle ☐ Ibis ☐ Tricolored Heron ☐ Green Heron	☐ Osprey ☐ Wood Stork ☐ Roseate Spoonbill ☐ Great Blue Heron
OTHER:					



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CUSTOMER LTC Ranch West Residential TECHNICIAN 2 DATE 9-12-25						
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Lake #'s						
Weeds Treated	5					
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DIS pH	STING (COMBIN MPERATURE H₂O SOLVED OXYGEN READING TER CLARITY	(°F) (ppm.)	☐ High 85-95 ☐ High 6-8 ☐ Acid 1-7 ☐ Good 6 >	☐ Normal 75-86 ☐ Normal 4 -6 ☐ Neutral 7 ☐ Fair 4-5	Low 75 < Low 4 < Base 7 – 14 Poor 4 <	
FISH/WILD	LIFE OBSERVATION	NS				
FISH	☐ Largemouth Bas ☐ Mosquitofish ☐ Snakehead		☐ Sunshine Bass☐ Suckermouth Catfish☐ Florida Gar	☐ Catfish☐ Peacock Bass☐ Piranha	☐ Triploid Grass Carp ☐ Mayan Cichlid ☐ Clown Knife Fish	
WILDLIFE	☐ Alligator ☐ Snake	✓ Turtle Wild Hog	Otter Racoon	☐ Iguana ☐ Coyote	Fox Manatee	
BIRDS	☐ Egret ☐ Anhinga ☐ Limpkin ☐ Moorhen	☐ Muscovies ☐ Cormorant ☐ Pelican ☐ Snail Kite	☐ Coot ☐ Wild Ducks ☐ Sandhill Crane ☐ Little Blue Heron	□ Bald Eagle☑ Ibis□ Tricolored Heron□ Green Heron	☐ Osprey☐ Wood Stork☐ Roseate Spoonbill☐ Great Blue Heron	
OTHER:						



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TEMPERA	for the same of th	65 66-75 CLOUI		50% WIND 0-5 ercast 11-15	6-10
Lake #'s	1,2,3,4,5,6,7	8,9,10,11,12,13			
Weeds Treated	Tg, Aw, Ct Sd		Tg. Aw, Ct Tg. A	tw.ct	
Aw: Bt = Ba = BI = Ct = REM	= Alligatorweed C Baby Tears C Bacopa E Banana Lilies F = Bladderwort C Cattails	Ch = Chara Co = Coontail Cb = Cuban Bulrush Ow = Duckweed Tw = Fanwort Gb = Giant Bulrush Ty = Hydrilla ected lakes	Hyg = Hygrophila Ip = Illinois Pondweed Lm = Limnophila Mf = Mosquito Fern N = Naiad Pw = Pennywort Pa = Planktonic Algae Treated	Pr = Primrose Ru = Ruppia Sag = Sago Pondweed Sa = Salvinia Sd = Sedges Ss = Slender Spikerush Sp = Spatterdock Invasive ba	WI = Water Lettuce WIi = Water Lilies Wm = Water Meal Wt = Wild Taro
DI pF	ESTING (COM EMPERATURE H ₂ (SSOLVED OXYGE I READING ATER CLARITY		☐ High 85-95 ☐ High 6-8 ☐ Acid 1-7 ☐ Good 6 >	☐ Normal 75-86 ☐ Normal 4 -6 ☐ Neutral 7 ☐ Fair 4-5	Low 75 < Low 4 < Base 7 – 14 Poor 4 <
FISH/WILE FISH	Largemouth B Mosquitofish Snakehead		☐ Sunshine Bass ☐ Suckermouth Catfish ☐ Florida Gar	Catfish Peacock Bass Piranha	☐ Triploid Grass Carp ☐ Mayan Cichlid ☐ Clown Knife Fish
WILDLIFE	Alligator Snake	✓ Turtle ✓ Wild Hog	Otter Racoon	☐ Iguana ☐ Coyote	☐ Fox ☐ Manatee
BIRDS	☐ Egret ☐ Anhinga ☐ Limpkin ☐ Moorhen	☐ Muscovies ☐ Cormorant ☐ Pelican ☐ Snail Kite	☐ Coot ☐ Wild Ducks ☑ Sandhill Crane ☐ Little Blue Heron	☐ Bald Eagle ☐ Ibis ☐ Tricolored Heron ☐ Green Heron	☐ Osprey ☐ Wood Stork ☐ Roseate Spoonbill ☐ Great Blue Heron
OTHER:					

Tab 2

MINUTES OF MEETING

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

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the LTC Ranch West Residential Community Development District was held on **September 2**, **2025**, **at 12:00 p.m.** at the **Home2 Suites By Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994**. Following is the agenda for the meeting.

Austin Burr

Ben Meyers

Luke Rector

Board Supervisor, Chairman

Board Supervisor, Vice Chairman

Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes District Manager, Rizzetta & Company, Inc.

Wes Haber District Counsel, Kutak Rock

(via phone)

Kinan Husainy **District Engineer, Kimley-Horn**

(via phone)

Audience Not Present

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Mendes called the meeting to order at 12:00 p.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Superior Waterway's Lake Report

Mr. Mendes presented Superior Waterway's Lake report to the Board of Supervisors and asked if they had any questions. There were none.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of Meeting from Board of Supervisors' Meeting held on May 29, 2025

Mr. Mendes presented the minutes from the meeting held on May 29, 2025, and asked if any changes were requested.

The Members of the Board reviewed the meeting minutes from meeting held on May 29th,

2025. There were no revisions requested.

51 52

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board approved the Minutes of the Regular Meeting held on May 29, 2025, for LTC Ranch West Residential Community Development District.

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FIFTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures for May – July 2025

56 57 58

Mr. Mendes reviewed the operation and maintenance expenditures and asked if there were any questions. There were none.

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On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board ratified Operation and Maintenance Expenditures for May 2025 (\$20,423.43), June 2025 (\$28,637.33) & July 2025 (\$19,233.39), for LTC Ranch West Residential Community Development District.

61 62

SIXTH ORDER OF BUSINESS

Ratification of District Items

63 64 65

Chair's Acceptance of the FY 2024 Financial Audit
 Aquatic Management Proposal

66 67

The Members of the Board reviewed the Chair's acceptance of the FY 2024 financial audit and the aquatic management proposal in detail.

68 69

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board ratified the Chair's Acceptance of the FY 2024 Financial Audit and the Aquatic Management Proposal, for LTC Ranch West Residential Community Development District.

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SEVENTH ORDER OF BUSINESS

Consideration of Arbitrage Services Engagement Letters

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- 1. Engagement Letter (Series 2021A)
- 2. Engagement Letter (Series 2021B)
- Engagement Letter (Series 2024-AA2)
 Engagement Letter (Series 2024-AA3)

77 78 79

Mr. Mendes reviewed the Arbitrage Services Engagement Letters with the Members of the Board and asked if there were any questions. There were none.

80 81

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board accepted the 1. Engagement Letter (Series 2021A), (Series 2021B), (Series 2024-AA2) and (Series 2024-AA3), for LTC Ranch West Residential Community Development District.

82 83

84

Company's Contract for District Management Services

Mr. Burr reviewed the consideration with the Members of the Board and asked if there were any questions.

The Members of the Board requested that the legal team conduct a thorough review of the contract for district management services.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board approved Rizzetta & Company's Contract for District Management Services, in substantial form, for LTC Ranch West Residential Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Adopting FY 25/26 Meeting Schedule

Mr. Mendes reviewed the resolution with the Members of the Board and proposed that the meetings are held on the third Tuesday of the month.

The Members of the Board reviewed and agreed to hold the meetings on the third Tuesday of the month at 1:45 PM.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, Resolution 2025-07, Adopting FY 25/26 Meeting Schedule, in substantial form, for LTC Ranch West Residential Community Development District.

TENTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2025/2026 Final Budget

1. Consideration of Resolution 2025-08, Adopting FY 25/26 Final Budget

Mr. Burr reviewed the budget preparation with the Members of the Board.

On Motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors Opened the Public Hearing, for LTC Ranch West Residential Community Development District.

No members of the public were present.

On Motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board of Supervisors Closed the Public Hearing for LTC Ranch West Residential Community Development District.

The Members of the Board reviewed the Resolution 2025-08, Adopting FY 25/26 Final Budget.

On Motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors adopted Resolution 2025-08, Adopting FY 25/26 Final Budget, for LTC Ranch West Residential Community Development District.

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ELEVENTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2025/2026 Special Assessments

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1. Consideration of Resolution 2025-09, Imposing Special Assessments

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On Motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors Opened the Public Hearing, for LTC Ranch West Residential Community Development District.

126127

No members of the public were present.

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On Motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors Closed the Public Hearing for LTC Ranch West Residential Community Development District.

129

On Motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors adopted Resolution 2025-09, Imposing Special Assessments, for LTC Ranch West Residential Community Development District.

130

TWELFTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel

No Report.

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Mr. Down assessment of the constitution

138139

Mr. Burr commented on the ongoing traffic concerns that are currently being addressed.

140

B. District Engineer

141142

143

No Report.

144

Mr. Burr inquired about clarification of the lake level.

145146

C. District Manager

147 148

1. Website Audit

149 150

No Report and No Questions.

151 152

153154

THIRTEENTH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

There were no comments or requests at this time.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:10 p.m. for LTC Ranch West Residential Community Development District.

[SINGATURES ON FOLLOWING PAGE]

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT September 2, 2025 - Minutes of Meeting Page 6

201		
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219	Secretary / Assistant Secretary	Chairman / Vice Chairman

Tab 3

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ORLANDO

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

Operation and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:	\$ 22,302.7
Approval of Expenditures:	_
Chairperson	
Vice Chairperson	
Assistant Secretary	

LTC Ranch West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Port St. Lucie Utility Systems	20250804-1	16459560 ACH	16459560 10958 NW Furyk Dr 06/25	\$216.17
Dept. City of Port St. Lucie Utility Systems Dept.	20250804-1	16459560 ACH	16459560 10958 NW Furyk Dr 06/25	\$0.95
City of Port St. Lucie Utility Systems Dept.	20250804-1	16459561 ACH	16459561 - 10958 A NW Furyk DR 06/25	\$28.52
City of Port St. Lucie Utility Systems Dept.	20250804-1	16459561 ACH	16459561 - 10958 A NW Furyk DR 06/25	\$0.95
City of Port St. Lucie Utility Systems	20250804-1	16459562 ACH	16459562 - 10958 B NW Furyk DR 06/25	\$28.52
Dept. City of Port St. Lucie Utility Systems	20250804-1	16459562 ACH	16459562 - 10958 B NW Furyk DR 06/25	\$0.95
Dept. Gannett Florida LocaliQ	300048	0007251191	Legal Advertising 07/25	\$989.84
Impact Landscaping & Irrigation,	300046	INV-74869	Landscaping Maintenance 08/25	\$9,725.00
LLC Kimley-Horn and Associates, Inc.	300049	32971719	Engineering Services 07/25	\$648.52
Kutak Rock, LLP	300047	3598211	Legal Services 06/25	\$1,036.50
Rizzetta & Company, Inc.	300045	INV0000101238	District Management Fees 08/25	\$5,056.42
School Now	300050	INV-SN-919	CDD Website Services 08/25	\$384.38

LTC Ranch West Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Superior Waterway Services, Inc.	300044	107724	Lake Maintenance 08/25	\$1,806.00
Superior Waterway Services, Inc.	300044	108016	Lake Maintenance 08/25	\$2,380.00
Total Report				\$ 22,302.72

Tab 4

AGREEMENT BETWEEN THE LTC RANCH WEST COMMUNITY DEVELOPMENT DISTRICT AND ELITE HOLIDAY DECOR, INC., D/B/A ELITE CHRISTMAS LIGHTING FOR LIGHTING INSTALLATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of October 2025, by and between:

LTC Ranch West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 ("District"); and

Elite Holiday Decor, Inc., a Florida profit corporation, d/b/a Elite Christmas Lighting, with a mailing address of 1607 91st Court, Vero Beach, Florida 32966 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide for the installation of seasonal landscape lighting and enhancements ("Lighting"); and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide to the District those Lighting services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- **SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.
 - A. Contractor shall provide the services as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including

but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B. Services shall commence *after execution of this Agreement*, and be completed with all components installed and ready to be illuminated, on or before ________, 2025. The removal of the Decorations shall commence no sooner than January 2, 2026, and be completed no later than January 30, 2026. This schedule may only be altered in writing by the District in its sole discretion.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- **D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall respond to and resolve any reported lighting issue within forty-eight (48) hours following Contractor's being notified of the lighting issue.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Three Thousand One Hundred Sixty-Two Dollars and 68/100 Cents (\$3,162.68) for the Services as identified in Exhibit A. The District shall pay the Contractor fifty percent (50%) of the contract price after execution of this

Agreement and fifty percent (50%) of the contract price upon completion of the services. The term of this Agreement shall be from the time of execution of the agreement until completion of the services unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for three (3) additional one (1) year terms and incorporates the season discount of seven and half percent (7.5%) each year. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- **B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. 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.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from

any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (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 materialmen, 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 five (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 upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen'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 three (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.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or

otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: LTC Ranch West Community Development

District

8529 South Park Circle, Suite 330

Orlando, Florida 32819 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to the Contractor: Elite Holiday Decor, Inc.

d/b/a Elite Christmas Lighting 1607 91st Court Vero Beach, Florida 32966 Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Brian Mendes ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep,

maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819, BMENDES@RIZZETTA.COM, (407) 472-2471.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor

agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- C. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- E. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

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

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LTC RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

hairperson, Board of Supervisors	
amperson, zonze er zoper i zerz	
LITE HOLIDAY DECOR, INC., d/b/a	
LITE CHRISTMAS LIGHTING	

Exhibit A: Scope of Services

Exhibit A Scope of Services



Elite Christmas Lighting

1607 91st Ct. | Vero Beach, Florida 32966 7729339349 | sales@elitechristmaslighting.com | elitechristmaslighting.com

RECIPIENT:

Wylder HOA Main Entrance 8604 Glades Cut Off Boad

8604 Glades Cut Off Road Fort Pierce, Florida 34945

Estimate #5786	
Sent on	09/30/2025
Total	\$3,162.68

Welcome to Elite Christmas & Landscape Lighting

Why Choose Us?

Elite Christmas & Landscape Lighting has been illuminating homes and businesses with professional lighting solutions since 2011. With experience spanning from Jacksonville to Miami, we have successfully completed thousands of projects for a wide range of clients, including celebrity homeowners, municipalities, shopping centers, hospitals, restaurants, botanical gardens, hotels, and more!

Expertise & Professionalism You Can Trust

Locally Owned & Operated - Led by our CLIPA-certified designer, Tony Schnur, our company is committed to delivering top-tier service with a personal touch.

Fully Insured & Certified - We carry commercial general liability, auto, and workers' compensation insurance, ensuring your project is handled safely and professionally. Be sure to verify all certificates as we have seen other installation companies passing off fraudulent certificates.

In-House, Highly Trained Staff – Our team is composed of experienced professionals, not subcontractors. Many of our seasonal installers return year after year, maintaining the highest standards of quality and safety. Each employee undergoes rigorous safety and training programs before every season.

Unmatched Customer Service

Rapid Response & Reliability - With six or more installation crews, we can respond to service calls promptly, often within the same day.

Year-Round Administrative Support - Our dedicated team is always available to assist you, ensuring seamless communication and service at any time of the year.

Superior Products & Innovation

Exclusive Holiday Lighting & Décor - As a distributor of our own brand of holiday lighting and décor, we maintain two fully stocked warehouses. This guarantees product availability without long ordering delays.

Durable & High-Quality Materials – We continuously innovate to offer the best commercial-grade lighting and décor, specifically designed to withstand Florida's harsh climate.

Proven Excellence – Our quality and dedication are reflected in our stellar reputation, with over 100 five-star Google reviews from satisfied customers.

Experience the Elite difference—where expertise, quality, and customer satisfaction shine bright! Contact us today to elevate your holiday and landscape lighting to the next level.



Elite Christmas Lighting 1607 91st Ct. | Vero Beach, Florida 32966 7729339349 | sales@elitechristmaslighting.com | elitechristmaslighting.com

Product/Service	Description	Qty.	Unit Price	Total
5 Palm trees on left side of monument, bases wrapped	5mm LED warm white lights (Approx. 6ea. / 30 total)	30	\$32.00	\$960.00
5 Palm trees on rightside of monument, bases wrapped	5mm LED warm white lights (Approx. 6ea. / 30 total)	30	\$32.00	\$960.00
4 Palm Trees behind sign, bases wrapped with	5mm LED warm white lights (Approx. 5ea./20 total)	20	\$32.00	\$640.00
Wylder Monument Wall front facing edge outlined with	C9 LED warm white bulbs(Approx. 55ft.)	55	\$6.50	\$357.50
Wreaths mounted on both ends of Monument Wall	2ct. Commercial grade 48" Wreath lit with 5mm LED lights & 18" premium red structure bow	2	\$289.99	\$579.98
Commercial grade photocell timer		1	\$16.99	\$16.99
Zip Wire (for making custom cut extension cords)	Green / per foot pricing	150	\$0.44	\$66.00
				Optional
3 YEAR SERVICE AGREEMENT	By selecting this option you are electing to enter into a confinuous 3 year service agreement. This contract can not be canceled without approval from Elite Christmas Lighting. Contracts canceled prior to the end of the term will result in a 25% penalty fee of the remaining contract value. The customer agrees to use the following services for 3 consecutive years at the price listed. (This is beneficial as you will be free from inflationary price increases. Customer may add to the display or make changes to the design/colors so long as the total price is not lower than this contract price. (Elite may cancel this agreement for any cause at any time.)	1	-\$417.79	-\$417.79
	This agreement includes the following promotions:			
	2025 Season: 7.5% Discount 2026 Season: 7.5% Discount 2027 Season: 7.5% Discount			

A deposit of \$1,581.34 will be required to reserve your installation.



Elite Christmas Lighting

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Subtotal

Tax Exempt (0.0%)

Total

\$3,162.68 \$0.00 \$3,162.68

Reviews

Bridget Maguire



Our first experience with professional Christmas lighting and we are thrilled! Tony (the owner) is wonderful and came over to the house within a day of requesting lights to scope out the property and offered great suggestions on which trees and areas to light. Within two days, Elite's team was over to install lighting. They are incredibly professional, efficient, and created the most beautiful and upscale lighting display. This has instantly become a new holiday tradition we will look forward to for years to come!

Jasseny Perez



So glad we went with Elite Christmas Lighting. They got me a quote the same day and installed the following week! In December!! Professional, reasonably priced and did an amazing job! Will definitely use them again next year for my community.:)

McKee Botanical Garden



Tony Schur and his team did a tremendous job decorating our beautiful Garden again this year. Over 18,000 people came to see them last year and we anticipate even more this year. We would definitely recommend Elite Christmas Lighting.

This estimate is valid for 30 days, prices may be subject to change.

Returned checks will be charged a \$75.00 Non-Sufficient funds fee.

Customer is required to make a minimum deposit equal to 50% of the total project cost at the time of booking, prior to commencement of installation. (Installation dates are first come, first served and will not be reserved until full deposit payment is received.) Deposits are non-refundable

Remaining 50% (or balance) of total project cost is due in full the day of project completion. Accounts not paid within terms are subject to a 1.5% monthly finance charge.

If final payment is not made within a timely manner Elite Christmas Lighting reserves the right to remove all decorations immediately with no refund of prior payments. In the event payment is not made and decorations are removed the customer is still liable for full payment of agreed contract price. Customer will be responsible for any collection fees and or legal expenses required to resolve non payment.

Elite Christmas Lighting, as part of the services provided to the customer, will install and remove all lighting, décor, and other miscellaneous equipment. Removal of decor will begin on January 2nd, please advise if you would like to keep the decor beyond that date. Decor can not be kept up beyond the month of January.

Unless specifically stated the customer acknowledges that Elite Christmas Lighting, will not be liable for the removal or storage of any pre-existing lighting, décor, and other miscellaneous equipment belonging to the customer or venue, and not provided by Elite Christmas Lighting.



Elite Christmas Lighting

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Customer is willfully requesting the services provided by Elite Christmas Lighting, and understands all risks (including personal injury and loss of personal property) associated with any and all lighting, décor, and other miscellaneous equipment. Customer releases Elite Christmas Lighting, from any known or unknown liability for injuries, loss or damage to personal property, which may occur during installation, use, or removal of all lighting, décor, and other miscellaneous equipment.

Customer understands all risks associated with the use of equipment such as vehicles, man-lifts, ladders, etc. And releases Elite Christmas Lighting from liability of damage to structures or landscaping, including sod, grass, and sidewalks.

Elite Christmas Lighting reserves the right to use photo/video of the decor for promotional use.

Elite Christmas Lighting will maintain the lighting and equipment due to any lighting issues arising from natural failures of equipment and installation. (For example faulty light sets, or falling light strands) valid from date of installation to January 2nd

Elite Christmas Lighting does not warranty lighting and decor failures due to GFI trips, power surges, lightning strikes, vandalism, cut wiring from landscapers, damage from storms/natural disasters/acts of god, misuse/tampering with equipment, or any other issue not caused by an Elite Christmas Lighting staff member.

Elite Christmas Lighting will service lighting issues as described above at the following rate: \$100/hr for the first hour and \$75/hr each additional hour plus cost of materials/supplies.

Customer understands it is their responsibility to have electrical outlets installed and in working order prior to the day of installation. All trees, shrubs, and landscaping should also be trimmed prior to the day of installation. (Trimming by Elite Christmas Lighting is an additional \$75 / hour)

GFI outlets may trip when wet and we do everything possible to minimize this however, customers are responsible for resetting GFI's. All service calls that are due to GFI trips and unplugged lighting will be charged a service fee as described above.

Elite Christmas Lighting attempts to minimize any permanent fastening to buildings and structures however if deemed necessary will notify customer who will release Elite Christmas Lighting from any future claims arising from the use of such fasteners.

All lighting, décor, and other miscellaneous equipment will be leased to the customer however, Elite Christmas Lighting will retain full ownership of all equipment. (unless specifically stated)

The customer assumes full responsibility for potential damage and theft to all lighting, décor, and other equipment. If the equipment is damaged while in use by the customer, the customer will reimburse Elite Christmas Lighting for the full original price of the equipment damaged.

Customer acknowledges that they are entering into a legally binding contract with Elite Christmas Lighting and agrees to use their services for the full duration of the contract listed. Customer can not cancel this contract without the prior approval of Elite Christmas Lighting. Customer may change the design throughout the length of contract but agrees not to spend less than the predetermined amounts for the predetermined time. Elite Christmas Lighting may cancel this contract with customer at any time if determined necessary.

Tab 5

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2025

BETWEEN: RIZZETTA & COMPANY, INC.

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(Hereinafter referred to as "District Manager")

AND:

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(Hereinafter referred to as "District," and together with District Manager,

the "Parties.")

PURPOSE; SCOPE OF SERVICES:

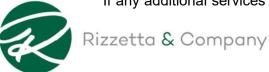
- I. The purpose of this contract for professional district management services (hereinafter referred to as "Contract") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in Exhibit A to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.
 - **A. STANDARD ON-GOING SERVICES**. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. Management services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. Administrative services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of



agenda;

- **iii. Accounting** services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. Financial & Revenue Collection services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- **B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.
- II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:
 - Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
 - Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
 - Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
 - Electronic communications/e-blasts;
 - Special requests;
 - Amendment to District boundary;
 - Grant Applications;
 - Escrow Agent;
 - Continuing Disclosure/Representative/Agent;
 - Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
 - Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a



detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

- III. LITIGATION SUPPORT SERVICES. Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM. The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in Exhibit B to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in Exhibit B. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an



- account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in Exhibit B. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. Standard On-Going Services. Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- **ii.** Additional Services. Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- **iii.** Litigation Support Services. Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. Out-of-Pocket expenses. Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- **VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- **IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.

X. RESPONSIBILITIES.

- **A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- **B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- **XI. TERMINATION.** This Contract may be terminated as follows:
 - **A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.
 - **B.** By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall



be effected by written notice to District electronically at the address noted herein.

- **C.** By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- **A.** All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- **B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- **C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in St. Lucie County, Florida.
- **D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- **E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- **F.** The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- **G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set



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

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

- **B. SOVEREIGN IMMUNITY**; **INDEMNIFICATION OBLIGATIONS**. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- XIV. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

Rizzetta & Company

XV. INSURANCE.

- **A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- **B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - **ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - **iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- **E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.



- **XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- COMPLIANCE WITH PUBLIC RECORDS LAWS. District Manager understands and XVII. agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with Exhibit A, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as Exhibit D; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats

IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVIII. NOTICES. All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:



If to the District: LTC Ranch West Residential Community

Development District

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

With a copy to: Kutak Rock LLP

107 W. College Avenue Tallahassee, FL 32301 Attn: District Counsel

If to the District Manager: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- **XIX. EFFECTIVE DATE.** This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- **XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- **XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- **XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.



- **XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, 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 five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- **XXVI. COUNTERPARTS.** This Contract 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.
- **XXVII. 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 shall 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 shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. 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 shall immediately terminate its contract with the subcontractor.
- **C.** If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.
- XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, quests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.
- **XXVIV. FORCE MAJEURE.** The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVV. DISLCOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)



Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:	
RIZZETTA & COMPAI	NY, INC.
BY:	William J Rizzetta
PRINTED NAME:	William J. Rizzetta
TITLE:	President
DATE:	Aug 11, 2025
LTC RANCH WEST F	RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
BY:	
PRINTED NAME:	
TITLE:	Chairman/Vice Chairman
DATE:	

Exhibit A – Scope of Services Exhibit B – Schedule of Fees

Exhibit C – Municipal Advisor Disclaimer Exhibit D – Public Records Request Policy

Exhibit E – Human Trafficking Affidavit



EXHIBIT A

Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



- 15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
- 16. Provide for submitting the regular meeting schedule of the Board to County.
- 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
- 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
- 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
- 20. Provide for public records announcement and file document of registered voter data each June.
- 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
- 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
- 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
- 24. Provide for instruction to Landowners on the Election Process and forms, etc.
- 25. Respond to Bond Holders Requests for Information.
- 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- Prepare all supporting accounting reports and documents as requested by the auditors
- d) Respond to auditor questions
- e) Review and edit draft report
- f) Prepare year-end adjusting journal entries as required
- 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
- 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



- d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
- 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

- Assist in selection of vendors as needed for services, goods, supplies, materials.
 Obtain pricing proposals as needed and in accordance with District rules and state law.
- 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
- 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

- 1. Prepare and follow risk management policies and procedures.
- Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4. Review insurance policies and coverage amounts of District vendors.
- 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
- 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- A. Administer Prepayment Collection:
 - 1. Provide payoff information and pre-payment amounts as requested by property owners.
 - 2. Monitor, collect and maintain records of prepayment of assessments.



- 3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
- 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

- 1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
- 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
- 3. Verify assessments on platted lots, commercial properties or other assessable lands.
- 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
- 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
 - 1. Maintain and update current list of owners of property not assessed via the tax roll.
 - 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 - 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

- 1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
- 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

- 1. Modifications and Certification of Special Assessment Allocation Report;
- 2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;



C. Bond Issuance Services

- 1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.
- Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts:
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.

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- 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.

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EXHIBIT B

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,874.58	\$22,495
Administrative:	\$374.92	\$4,499
Accounting:	\$1,765.33	\$21,184
Financial & Revenue Collections: Assessment Roll ⁽¹⁾	\$321.33	\$3,856 \$5,356
Total Standard On-Going Services:	\$4,336.17	\$57,390

(1) Assessment Roll is to paid in one lump-sum upon completion.

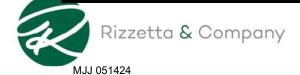


ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings Additional Meetings (includes meeting prep,	Hourly	\$ 400
attendance and drafting of minutes) Estoppel Requests (billed to requestor):	Hourly	\$ 400
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two-Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:		
Regional Manager	\$ 52.00		
District Manager	\$ 40.00		
Accounting & Finance Staff	\$ 28.00		
Administrative Support Staff	\$ 21.00		



HOURLY RATE:

LITIGATION SUPPORT SERVICES:

JOB TITLE:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB IIILL.	HOURET RATE.
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



EXHIBIT CMunicipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

- 1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
- 2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
- 3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
- 4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
- 5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.

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- 6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
- 7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

- 1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
- 2. Records are only required to be produced in the format(s) in which they exist.
- 3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
- 4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
- 5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
- 6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

Nongovernmental Entity Human Trafficking Affidavit Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

Rizzetta & Company, Incorporated, a Florida Corporation

By: William J Rizzetta

Name: William J. Rizzetta

Title: President



2025-10-01 - LTC Ranch West Residential CDD

- Contract for District Management Services (consolidated)

Final Audit Report 2025-08-11

Created: 2025-08-11

By: Scott Brizendine (sbrizendine@rizzetta.com)

Status: Signed

Transaction ID: CBJCHBCAABAAugcpO3bEFI5m4Hz0O4XVEmHuh9JVsLHe

"2025-10-01 - LTC Ranch West Residential CDD - Contract for District Management Services (consolidated)" History

- Document created by Scott Brizendine (sbrizendine@rizzetta.com) 2025-08-11 1:23:10 PM GMT
- Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature 2025-08-11 1:23:16 PM GMT
- Email viewed by Bill Rizzetta (brizzetta@rizzetta.com) 2025-08-11 3:14:17 PM GMT
- Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)
 Signature Date: 2025-08-11 3:14:53 PM GMT Time Source: server
- Agreement completed.
 2025-08-11 3:14:53 PM GMT

Tab 6

Natural Resource Management, Wetland, and Environmental Permitting Services



September 8, 2025

Mr. Austin Burr LTC Ranch West Residential Community Development District 7807 Baymeadows Road East, Suite 205 Jacksonville, FL 32256

Subject: Wylder Pod 1– Environmental Services for Year 3

SENT VIA EAIL pdf

Dear Austin:

Based on our recent conversations, EW Consultants, Inc. is pleased to provide this letter agreement for environmental services for the preserve areas within Pod 1 of the Wylder (LTC Ranch DRI West) project site in the City of Port St. Lucie. This scope includes the third year of preserve area habitat restoration and wetland monitoring. We understand that you would like us to proceed with this work at your direction.

Based on this understanding, our proposed scope of services, schedule, and fees follow.

SCOPE OF SERVICES

<u>Task 1 – Follow-up Vegetative Maintenance of Preserve Area – </u>

Pod 1 includes 2.6 acres of upland preserve (wetland buffer), and 2.0 acres of wetland preserve (W-49). Both habitats have been cleared of invasive species and the upland buffers have been re-planted with native species (under separate scopes). Under this Task, EW Consultants, Inc., will re-treat the nuisance and invasive vegetation within the preserve area by hand on a bi-monthly basis (six times per year). All invasive vegetation eradication will be conducted in accordance with the standards set forth in the project's Wetland Maintenance and Monitoring Plan/Habitat Restoration Plan, and overseen by certified herbicide applicator licensed by the state of Florida.

Natural Resource Management, Wetland, and Environmental Permitting Services

Task 2 - Annual SFWMD Monitoring -

In order to keep the Pod 1 portion of the project site in compliance with the established wetland monitoring schedule in the associated SFWMD ERP, we will conduct fieldwork and collect data in support of the annual wetland monitoring report for 2025. This report will be submitted to the SFWMD via their e-permitting system. In addition, this Task includes one (1) site visit with SFWMD ERP Compliance staff after the report is submitted.

SCHEDULE

We will provide our services in an orderly and expeditious fashion to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Tasks 1 and 2 above on a lump sum basis. All direct expenses are billed at cost, and are included in the lump sum amounts. The following table provides a summary of the proposed Tasks and lump sum amounts.

Task	Description	Lump Sum Amount
1	Follow-up Preserve Maintenance (6 events)	\$15,000.00
2	SFWMD Wetland Monitoring	\$1,800.00

Billing is monthly based on percentage complete. All invoices are due and payable within 30 days of receipt by the Client.

Natural Resource Management, Wetland, and Environmental Permitting Services

If you would like us to proceed with the services, please sign this agreement in the space provided below and return it to us. We look forward to the opportunity to assist you in this project.

Sincerely, EW Consultants, Inc.
Z.v. Constraints, inc.
41

Paul M. Ezzo, AICP Project Planner

Signed:		
Printed Name:		
Title:		
Date:		

Natural Resource Management, Wetland, and Environmental Permitting Services



September 8, 2025

Mr. Austin Burr LTC Ranch West Residential Community Development District 7807 Baymeadows Road East, Suite 205 Jacksonville, FL 32256

Subject: Wylder Pod 6A – Environmental Services for Year 2025

SENT VIA EAIL pdf

Dear Austin:

Based on our recent conversations, EW Consultants, Inc. is pleased to provide this letter agreement for environmental services for the preserve areas within Pod 6A of the Wylder (LTC Ranch DRI West) project site in the City of Port St. Lucie. This scope includes the second year of preserve area habitat restoration and wetland monitoring. We understand that you would like us to proceed with this work at your direction.

Based on this understanding, our proposed scope of services, schedule, and fees follow.

SCOPE OF SERVICES

<u>Task 1 – Follow-up Vegetative Maintenance of Preserve Area – </u>

Pod 6A includes approximately 50 acres of wetland and upland preserve area. Both habitats have been cleared of invasive species during 2023 and 2024 (under separate scopes). Under this Task, EW Consultants, Inc., will re-treat the nuisance and invasive vegetation within the preserves area by hand on a bi-monthly basis (six times per year). All invasive vegetation eradication will be conducted in accordance with the standards set forth in the project's Wetland Maintenance and Monitoring Plan/Habitat Restoration Plan, and overseen by certified herbicide applicator licensed by the state of Florida.

Natural Resource Management, Wetland, and Environmental Permitting Services

Task 2 – Annual SFWMD Monitoring –

In order to keep the Pod 6A portion of the project site in compliance with the established wetland monitoring schedule in the associated SFWMD ERP, we will conduct fieldwork and collect data in support of the annual wetland monitoring report for 2025 (August). This report will be submitted to the SFWMD via their RegPermitting system. In addition, this Task includes one (1) site visit with SFWMD ERP Compliance staff after the report is submitted.

SCHEDULE

We will provide our services in an orderly and expeditious fashion to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Tasks 1 and 2 above on a lump sum basis. All direct expenses are billed at cost, and are included in the lump sum amounts. The following table provides a summary of the proposed Tasks and lump sum amounts.

Description	Lump Sum Amount
•	-
Follow-up Preserve Maintenance (6 events)	\$52,800.00
SFWMD Wetland Monitoring	\$3,500.00
	Follow-up Preserve Maintenance (6 events)

Billing is monthly based on percentage complete. All invoices are due and payable within 30 days of receipt by the Client.

Natural Resource Management, Wetland, and Environmental Permitting Services

If you would like us to proceed with the services, please sign this agreement in the space provided below and return it to us. We look forward to the opportunity to assist you in this project.

Sincerely,

EW Consultants, Inc.

Paul M. Ezzo, AICP Project Planner

Signed:

Printed Name:

Title:

Natural Resource Management, Wetland, and Environmental Permitting Services



September 8, 2025

Mr. Austin Burr LTC Ranch West Residential Community Development District 7807 Baymeadows Road East, Suite 205 Jacksonville, FL 32256

Subject: Wylder Pod 9 – Environmental Services for Year 2025

SENT VIA EAIL pdf

Dear Austin:

Based on our recent conversations, EW Consultants, Inc. is pleased to provide this letter agreement for environmental services for the preserve areas within Pod 9 of the Wylder (LTC Ranch DRI West) project site in the City of Port St. Lucie. This scope includes the second year of preserve area habitat restoration and wetland monitoring. We understand that you would like us to proceed with this work at your direction.

Based on this understanding, our proposed scope of services, schedule, and fees follow.

SCOPE OF SERVICES

<u>Task 1 – Follow-up Vegetative Maintenance of Preserve Areas – </u>

Pod 9 includes approximately 58 acres wetland preserve, plus an additional 72 acres of upland preserve (approximately 130 acres of total preserve in Pod 9). Both habitats have been cleared of invasive species during 2024 (under separate scopes). Under this Task, EW Consultants, Inc., will retreat the nuisance and invasive vegetation within the preserves area by hand on a bi-monthly basis (six times per year). All invasive vegetation eradication will be conducted in accordance with the standards set forth in the project's Wetland Maintenance and Monitoring Plan/Habitat Restoration Plan, and overseen by certified herbicide applicator licensed by the state of Florida.

Natural Resource Management, Wetland, and Environmental Permitting Services

Task 2 – Annual SFWMD Monitoring –

In order to keep the Pod 9 portion of the project site in compliance with the established wetland monitoring schedule in the associated SFWMD ERP, we will conduct fieldwork and collect data in support of the annual wetland monitoring report for 2025 (August). This report will be submitted to the SFWMD via their RegPermitting system. In addition, this Task includes one (1) site visit with SFWMD ERP Compliance staff after the report is submitted.

SCHEDULE

We will provide our services in an orderly and expeditious fashion to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Tasks 1 and 2 above on a lump sum basis. All direct expenses are billed at cost, and are included in the lump sum amounts. The following table provides a summary of the proposed Tasks and lump sum amounts.

Description	Lump Sum Amount		
•	-		
Follow-up Preserve Maintenance (6 events)	\$66,000.00		
SFWMD Wetland Monitoring	\$5,500.00		
	Follow-up Preserve Maintenance (6 events)		

Billing is monthly based on percentage complete. All invoices are due and payable within 30 days of receipt by the Client.

Natural Resource Management, Wetland, and Environmental Permitting Services

If you would like us to proceed with the services, please sign this agreement in the space provided below and return it to us. We look forward to the opportunity to assist you in this project.

Sincerely,

EW Consultants, Inc.

Paul M. Ezzo, AICP Project Planner

Signed:

Printed Name:

Title:

Tab 7

Impact Landscaping & Irrigation, LLC Jupiter FL 33458 FX 5615759503

1562 Park Lane South Suite 700 PH 5615759501



DATE: 8/25/2025

PROPOSAL

CLIENT: GreenPoint

COMMUNITY: Wylder

CONTACT: Luke Rector

PREPARED BY: Matt Nereau

DEPARTMENT: Mulch

JOB #: 1596

QUANTITY	DESCRIPTION	U	JNIT COST	EXTENDED
5600	Bags of Brown Mulch along Wylder Parkway	\$	5.50	\$ 30,800.00
				\$ 30,800.00

R. Austin Burr

10/9/2025

Accepted

Matt Nereau

Date

Impact Landscaping & Irrigation LLC

8/25/2025 **Date**

Proposal is good for 30 days.

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less.) Should Impact Landscaping and Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping and Irrigation, LLC all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.

Tab 8



Maintenance Proposal

FROM: Chris Solmes

RE: Wylder Parkway Phase 2

START DATE: October 1, 2025

PROPOSAL DATE: October 1, 2025

Please accept our proposal for the landscape maintenance of the above referenced project, for a length of 12 months, in accordance with the specifications. The following is a description of the agronomic services which will be provided.

Turf Maintenance:

St. Augustine turf will be maintained at the industry standard height of 4 inches. Turf will be **mowed 36 times** per year. Turf residing adjacent to hard edges will be edged every mowing. Turf residing adjacent to soft edges will be edged every other mowing. All other species of turf will be maintained consistent with horticultural and industry standards. Agronomic methods will vary based on environmental factors such as soil type and exposure to sunlight. Blowing will be done after mowing & edging to minimize impact to homes, entry ways, pools & other screened areas. Broadleaf weeds in turf will be treated and controlled as necessary, with the exception of spurge and doveweed. Grassy weeds are generally excluded from contracted maintenance, as most cannot be treated without damaging/killing desirable turf. This includes crabgrass, goosegrass, tropical signal grass, carpet grass, dallisgrass, cogongrass, wavyleaf basket grass, quack grass, torpedo grass, Bermuda grass and sedge.

Ornamental Maintenance:

Ornamental plants will be maintained up to 8' height to promote sustainable growth habits and increased longevity and life span. Vegetative maintenance will be reoccurring **11 times per year** in an effort to achieve a consistent aesthetic. Landscape Beds will be maintained as needed on a monthly basis as to control weed species. Treatment methods for weed control will consist of manual removal and chemical treatment. Treatment of invasive and or noxious weed species within preserve or natural areas will incur additional cost. Debris will be removed promptly after work is performed.

Tree Maintenance:

All trees will be maintained up to a 10 foot height ensuring overhead and building clearance. **This service will be done on an as needed basis once per month**. Any pruning which resides outside of a 10 foot reach will not be the responsibility of Impact. At

the request of HOA/site representative, a separate quote will be provided for subcontracted pruning over 10 feet. This pruning will incur an additional cost.

Palm Maintenance:

All palms will be maintained up to a 14 foot height ensuring building clearance and removal of dead or dying fronds. This service will be done on an as-needed basis once per month. Any pruning which resides outside of a 14 foot reach will not be the responsibility of Impact. At the request of HOA/site representative, a separate quote will be provided for subcontracted pruning over 14 feet. This pruning will incur an additional cost. Treatment of fungi and or plant pathogen-borne diseases will incur additional cost.

Fertilization Program:

All plants and turf will be fertilized at a rate which will promote a viable and aesthetically pleasing landscape throughout the community. Turf fertilization events will be scheduled **4 times per year**. Fertilization will comply with local and state regulations with regards to nutrient load restrictions. Specialized fertilizer/ feeding of palms & shrubs is included **2** times per year.

Pest Control Program:

An integrated pest management (IPM) approach will be catered to the site in an effort to use all biological, mechanical, chemical and cultural control mechanisms available. Domestic pests which will be maintained below a threshold level consistent with industry standards are as follows; Impact will be providing an insecticide application early summer to help control chinch bugs & fire ants.

Insects Covered in scope:

Chinch Bugs

Army Worms (on St Augustine only)

Sod Webworm

Aphids

Mealy Bug

Armored Scale

Lace Bugs

Treatment of plant pathogen born viruses and diseases such as Fusarium and Lethal Yellowing will incur additional cost. Fire Ant treatments will be conducted on an as needed basis throughout the site in common areas only as a courtesy. Treatment of Turf Grubs, Green Soft Scale, Pine Bore Beetles, weevils, White Fly as well as any ornamental, palm, tree & or turf fungus will incur additional cost.

Irrigation Wet Check:



Impact Landscaping and Irrigation; 1562 Park Lane South Suite 700; Jupiter, FL 33458; Ph: (561) 575-9501

Irrigation wet checks will be conducted on a monthly basis (12x per year) ensuring proper coverage of all landscape areas.

Scope: Inspect clock to assure proper operations, visual irrigation head inspection, flag non-working heads, investigate work orders. Irrigation system malfunctions & repairs will incur an additional T&M fee of \$65 per hour plus material.

Irrigation Emergency & after business hours calls will be billed on a T&M basis at a rate of \$125 per hour.

Mulch:

A yearly mulch installation event proposal is available for your site upon request. Restoration of mulch which is displaced due to acts of God will incur an additional expense.

Annuals:

A yearly annual flowers installation event proposal is available for your site upon request.

Termination:

Association or Impact Landscaping & Irrigation, LLC may cancel for any reason with a 30-day written notice. It is understood by Customer that any early cancellation of this agreement may result in an early termination fee, depending on the contracted services provided and fees paid through the date of cancelation.

Modifications:

Contract cannot be modified in any way unless written and agreed to by both parties State of Florida laws will apply for contract disputes.

Impact Landscaping and Irrigation; 1562 Park Lane South Suite 700; Jupiter, FL 33458; Ph: (561) 575-9501



General Terms and Conditions

CONTRACTOR RESPONISBILITY

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

Work Force & Site Account Manager

All employees shall be trained, competent and qualified. Impact will provide an experienced Account Manager which will be available for providing a monthly schedule & perform a monthly inspection with HOA/Site reps.

Materials

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

Product Control & Pest Control/ Fungus and Similar Diseases

Contractor shall be responsible for selecting control materials from a list of products approved for specific use by the US Environmental Protection Agency. Control products are approved on crop (plant species) and site (Residential Sports or Golf) specific bases. As for any pests, the Contractor will not be accountable for the eradication thereof, or for the control or repair of any damage associated, and Owner/Contractor releases Contractor from any liability for the same. Any costs incurred by Contractor in attempting to control or eradicate any such problems shall be an additional charge to Owner/Client hereunder.

As to any infection of the landscape by fungus and similar diseases such as LVN/SCMV, whitefly disease and other similar infections. Owner/Client understands and acknowledges that there is no known way to stop or treat the infection or spread of most such diseases. In the event of any such infection, Contractor shall not be responsible for the same, Owner/Client releases Contractor from any liability for the same and agrees that any treatment provided by Contractor to treat such disease shall be an additional charge hereunder. Furthermore, Owner/Customer understands that any such disease may require the infected turf or material to be removed and replaced, which Contractor shall effectuate as an additional charge hereunder.

Bio-Hazards

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (sharp needles) will <u>not</u> be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing, or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

License & Permits

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license

and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

<u>Taxes</u>

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where

applicable.

Insurance

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and

any other insurance required by law or Owner/Client.

<u>Liability</u>

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the

negligence of the Contractor, its agents, or employees.

Subcontracts

Contractor reserves the right to hire qualified licensed and insured subcontractors to perform specialized functions or work

requiring specialized equipment.

Invoicing

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section III of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be billed

separately.

Client agrees that all invoices will be paid upon receipt.

OWNER/CLIENT RESPONISBILITY

Utilities

All utilities shall be provided by the Owner/Client.

Access to Jobsite

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-

hours emergencies.

Payment

Owner/Client shall review invoices submitted by Contractor and payment shall be due upon receipt of invoice. Payments are

delinquent if not paid upon receipt of invoice. Contractor may cancel Agreement by giving 7 business days written notice for

nonpayment, after the payment is delinquent.

Notice of Defect

Owner/Client shall give Contractor at least 15 business days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given and Contractor agrees to the offset.

Future Changes To Landscaped Areas

Pricing provided in this contract proposal covers maintenance and care of site in its current state, and/or what is originally installed only. Additional plantings or modification of landscaped areas will need to be evaluated and priced/serviced separately from this proposal.

Fuel Surcharge

Should the cost of fuel increase by 20% or greater from this contract's commencement date, Impact, upon notice to the client, may charge a 1.5% monthly fuel surcharge based on the agreed upon maintenance monthly charge.

Mulch Borders / Maintainable Areas

Impact will not be responsible for mechanical damage to structures or hardscapes where a mulch border or gap between turf area and structure or hardscape is not present.



Maintenance Pricing Worksheet

Maintenance Package:

Date:	when due, interest will be charged on any unpaid balance that		
Impact Landscaping & Irrigation, LLC	Board of Director		
X	X		
Monthly Maintenance Total, incosidewalk:	cluding mowing of Bahia from toe of berms t \$22,387		
Proposal pricing is good for 60 days			
Annuals	\$ Not Included		
Mulch	\$ Not Included		
Irrigation Wet Check 12x/year	\$ Included		
Pest Control Program per Year	\$ Included		
Fertilization Program per Year	\$ Included		
Palm Maintenance per Year	\$ Included		
Tree Maintenance per Year	\$ Included		
Ornamental Maintenance per Year	\$ Included		
Turf Maintenance per Year	\$ Included		

the maximum lawful rate if less.) Should Impact Landscaping & Irrigation, LLC employ an attorney to enforce any of

the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping & Irrigation, LLC all reasonable costs, charges, expenses & attorney's fees expended or incurred therein.					

Tab 9



1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

October 13, 2025

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

We are pleased to confirm our understanding of the services we are to provide LTC Ranch West Residential Community Development District, St. Lucie County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of LTC Ranch West Residential Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

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

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

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

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

Examination Objective

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

Other Services

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

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

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

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$8,000 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

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

Grau & Associates

Antonio J. Grau

RESPONSE:

Very truly yours,

This letter correctly sets forth the understanding of LTC Ranch	West Residential Community Development District.
Ву:	_
Title:	_
Date:	





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

Tab 10

LTC Ranch West Residential CDD

3434 Colwell Ave, Suite 200 Tampa, FL 33614 407-472-2471 (ext.4404) bmendes@rizzetta.com

Subject: Annual Goals and Achievement Report – 2025

In compliance with recent Florida legislation requiring all Community Development Districts (CDDs) to set annual goals and provide a year-end report on their progress, the LTC Ranch West Residential CDD is pleased to share its **2025 Annual Goals and Achievement Report**.

Annual Goals Set for 2025:

1. Administrative Goals

- Ensure accurate and timely record-keeping, including financial statements, meeting minutes, and compliance documentation.
- Streamline administrative processes to enhance communication with residents and stakeholders.
- Conduct regular audits and reviews to maintain regulatory compliance and transparency.

2. Financial Goals

- Operate within the approved budget while maintaining quality service delivery.
- Evaluate and implement cost-saving measures without reducing service levels.
- Maintain adequate reserve funding for long-term capital needs.

Year-End Achievements:

Administrative Achievements:

- Maintained comprehensive records with no compliance issues reported.
- Improved resident engagement through updated communication channels and timely responses.
- Completed all required audits on schedule, ensuring full adherence to state regulations.

Financial Achievements:

- Ended the fiscal year within budget.
- Negotiated service contracts resulting in cost savings while preserving quality.
- Maintained reserve funds at target levels to support future infrastructure needs.

The Board is proud to report that the LTC Ranch West Residential CDD successfully met its established administrative and financial goals for the year. We remain committed to responsible stewardship of District resources and to providing a well-maintained, financially sound community for our residents.

Sincerely,

District Manager: Brian Mendes

LTC Ranch West Residential Community Development District