



Rizzetta & Company

# **Mitchell Ranch Community Development District**

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## **Board of Supervisors' Meeting February 13, 2024**

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

**[www.mitchellranchcdd.org](http://www.mitchellranchcdd.org)**

## **MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT**

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588  
[www.mitchellranchcdd.org](http://www.mitchellranchcdd.org)

<b>Board of Supervisors</b>	Kelly Evans	Chairman
	Lori Campagna	Vice Chairman
	Paulo Beckert	Assistant Secretary
	Christopher Smith	Assistant Secretary
	Vacant	Assistant Secretary
<b>District Manager</b>	Debby Wallace	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Brian Surak	Clearview Land Design

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

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

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

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

# MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 944-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[mitchellranchcdd.org](http://mitchellranchcdd.org)

February 5, 2024

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

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Mitchell Ranch Community Development District will be held on **Tuesday, February 13, 2024 at 9:00 a.m.** immediately following adjournment of Connerton East Community Development District, at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
  - A. Ratification of Street Signage Contract..... Tab 1
  - B. Ratification of Fieldstone Turf Proposal..... Tab 2
  - C. Consideration of Tree Re-Planting Proposal ..... Tab 3
  - D. Consideration of Fieldstone Mulch Proposal ..... Tab 4
  - E. Consideration of Irrigation Pre-Approval Addendum ..... Tab 5
  - F. Appointment of Open Board Seat #4 (2022-2024)
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Regular Meeting  
held on January 9, 2024..... Tab 6
  - B. Consideration of Operation and Maintenance  
Expenditures for December 2023..... Tab 7
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Aquatic Report ..... Tab 8
  - D. Landscape & Irrigation Update ..... Tab 9
  - E. District Manager ..... Tab 10
    - i. Presentation of Website Compliance Report ..... Tab 11
    - ii. Request for Handicap Spot..... Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

*Debby Wallace*

Debby Wallace  
Regional District Manager

## **Tab 1**

## SERVICE AGREEMENT

This Service Agreement is made and entered into this 17th day of January, 2024, by and between **Mitchell Ranch Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida (the "**District**") whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614; and **Econostripe & Thermoplastic, Inc.**, a Florida profit corporation, whose mailing address is P.O. BOX 664, Oldsmar, Florida 34677 (the "**Contractor**").

### RECITALS

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

**WHEREAS**, the District desires to retain Contractor for the repair of several traffic signs, as more specifically described in Contractor's proposal dated January 16, 2024, attached hereto and incorporated herein as **Exhibit "A"** (the "**Work**"); and

**WHEREAS**, Contractor, represents that it has the skills, knowledge, and ability to provide such services to the District in accordance with the terms of this Agreement; 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**, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "**Parties**"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. CONTRACTOR'S OBLIGATION.** The Contractor will provide all services to perform the Work as further identified in **Exhibit "A"**. Contractor shall provide all labor and equipment necessary for such service identified in **Exhibit "A"**. Prior to performing all services as specified in **Exhibit "A"**, the Contractor shall confirm with both the District Manager and District Engineer the exact location in which the services will be provided. All permits necessary for the Work to be performed under this Agreement shall be obtained and by the Contractor and paid for by the District. Contractor will be responsible for any fines or penalties assessed against District as a result of Contractor's work (including securing a permit or providing the necessary documentation for a permit exemption).

**Section 3. BILLING AND PAYMENT.** The District agrees to compensate the Contractor for the Work identified in Exhibit "A". The compensation amount shall not exceed Twenty-Eight Thousand Five Dollars and Zero Cents (**\$28,005.00**). The Contractor shall submit an invoice to

the District for the Work performed after the service is completed for the total amount due. Upon receipt of the invoice, the District shall pay the Contractor in accordance with the Florida local government prompt payment act.

**Section 4. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee.

**Section 5. INDEMNIFICATION.** Contractor shall indemnify, defend, and save harmless District its Supervisors, agents, and employees from and against all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**Section 6. INSURANCE.** The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

**Section 7. WARRANTY.**

A. If within one (1) year after the date of final payment by the District any portion of the Work is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving written notice from District requesting such correction. This 1-year period shall be extended with respect to portions of the Work completed after the payment by the District by a period equal to the time between the date of completion and the actual completion of such portion of the Work.

B. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.

C. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment and components furnished by

Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.

D. The provisions of this section shall survive approval of the Work under this Agreement.

**Section 8. TERM AND TERMINATION.** This Agreement shall continue until terminated and may be terminated by either party, for any reason, upon 30 days written notice to the other party.

**Section 9. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR CONTRACTOR:**

Econostripe & Thermoplastic Inc.  
P.O. Box 664  
Oldsmar, FL 34677

**FOR THE DISTRICT:**

Mitchell Ranch Community Development District  
c/o Rizetta & Company  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

**Section 10. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and



4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, OR BY EMAIL AT [DBWALLACE@RIZETTA.COM](mailto:DBWALLACE@RIZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL STREET, SUITE 200, TAMPA, FLORIDA 33614.**

**Section 11. E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes,

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

B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

C. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

**Section 12. TIMELINE.** The Contractor will order the requisite signs and other equipment within 24 hours of receiving an executed copy of this Agreement. The Project will then be completed within five (5) business days of delivery of the signs. If the Contractor experiences any delays, Contractor must contact the District Manager immediately. At such time as the Project is completed, the Contractor shall submit an invoice for the Work performed. Contractor is aware that time is of the essence.

**Section 13. ADDITIONAL SERVICES.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the Work commencing and covered under a separate amendment to this Agreement.

**Section 14. PUBLIC ENTITY CRIMES.** Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

**Section 15. SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Service Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the Owner whereupon this Service Agreement may be terminated by the Owner.

**Section 16. CONFLICTS.** In the event of a conflict between this Agreement and Exhibit "A", the terms of this Agreement shall be controlling.

**Section 17. GOVERNING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

[SIGNATURES ON NEXT PAGE]

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

**MITCHELL RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:

*Kelly Evans*

FDCDE1C9D0C24C7...

Name: Kelly Evans

Title: Chair of the Board of Supervisors

**ECONOSTRIPE & THERMOPLASTIC,  
INC.**

a Florida profit corporation,

*MARK KNIPP*

By: *md knipp*

Title: *PRESIDENT*

ECONOSTRIPE  
& THERMOPLASTIC, INC.

P.O. Box 664  
Oldsmar, fl. 34677

Office: (727) 638-4821  
econostripe@hotmail.com

PROPOSAL

REVISED

Date: 01/16/24

Project: MITCHELL 54 WEST  
LITTLE RD & S.R 54 / NEW PORT RICHEY

TO: DEBBY BAYNE-WALLACE  
RIZZETTO & COMPANY

Item description

- 1. **TRAFFIC SIGNS: NEW SIGNS**  
24" X 12" AHEAD (2),  
24" X 12" ARROW DOWN (3),  
30" PED CROSSING (3),  
18" RED OBST MARKERS (5),  
24" X 30" SPEED LIMIT 20 (4),  
24" NO PARKING (6),  
24" X 12" ANY STREET (6),  
30" "STOP (6),  
24" X 30" SPEED LIMIT 15 (2),  
18" 15 M.P.H (2),  
30" ROUND-ABOUT (1),  
30" ARROW LEFT (1),  
8' GALV U-CHANNEL POST (1),  
10' GALV U-CHANNEL POST (5),  
11' GALV U-CHANNEL POST (10),  
12' GALV U-CHANNEL POST (7),  
BREAK-AWAY HARDWARE (22),  
4' STUBS (22),  
NEW SIGN BRACKETS (11),  
NEW 9' BLADE STREET SIGN LIST PROVIDED (17),.....\$ 10,995.00
- 2. **EITHER STRAIGHTEN OR RAISE EXISTING POST THAT MAY NEED A  
NEW POST OR 4' BREAK-AWAY STUB AND OR HARDWARE (90),.....\$ 13,500.00**
- 3. **WHEN STRAIGHTENING OR RAISING EXISTING POST:  
CONCRETE SHALL BE INCLUDED IN EACH OF THESE POST (90),....\$ 3,510.00**  
.....

Total: \$ 28,005.00

## **Tab 2**

Date: January 23, 2024  
Proposal #: 17865



## Q U O T A T I O N

### Mailing Address

Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Home Phone:

### Job Address

Mitchell Ranch CDD  
8447 FL-54  
New Port Richey, FL 34655

Business Phone: 813-793-8814

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### Job Summary:

#### Mitchell Ranch- Turf Fungus Program

Active Turf Fungus Spot Treatment

- Spray technician Labor
- Monitoring of any further outbreaks within the community
- Fungicide

Proposal includes (1) additional service for treated areas if needed within (30) days of original treatment

**Brown patch** is caused by the fungus *Rhizoctonia solani*. It is the most widespread of all turf diseases, occurring throughout the world and attacking all known turfgrass species. The disease appears as a blight in circular patches ranging in size from a few inches to several feet.



**Quote Total:     \$2,097.50**

## **Terms & Conditions**

### **Acceptance of Work**

- **Fieldstone Landscape Services, LLC (Contractor)** and **Mitchell Ranch CDD (Client)** agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

### **Payment Terms and Conditions**

- The client is subject to a Progress Billing & Payment Schedule based on the total size of the proposed project. Payment Schedule may include up to a 50% Deposit to schedule work.
- Client agrees to pay the balance before the due date on final invoice to avoid 1.5% penalty for late payment.

### **Procedure for Extra Work and Changes**

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, reports, or specifications for any part of the project or reasons over which Contractor has no control, or are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis.
- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Extras to the Contract are payable by the Client forthwith upon receipt of the Contractor's invoice.

### **Warranty and Tolerances**

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost, and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and may require changes in design and construction to overcome such problems – all for which the Client will be responsible.
- **Underground Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbor's utilities on the Client's property is the responsibility of the Client.

### **Material Tolerances**

- **Landscape:** Contractor warrants the installation, workmanship, and material. Material is guaranteed to be true to name and maintain a healthy condition except for normal shock of installation.
  - Hardwood & Palm Trees: (6) Months
  - Plants/Shrubs/Ornamentals/Groundcover: (3) Months
  - Sod: (30) Days
  - Seasonal Annual Flowers: (30) Days
- **Irrigation/Drainage/Lighting:** Contractor warrants the installation, workmanship, design, and

materials employed in connection with the underground irrigation system for six (6) months following installation completion.

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- The warranty is not valid on relocated material, annuals and any existing irrigation, drainage, and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Contractor will void warranty.

**Signature:** Debby Wallace District Manager **Date:** 1/23/2024  
Mitchell Ranch CDD

### Approved by Chairman and District Manager

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: [Fieldstone.PropertyServicePortal.com](http://Fieldstone.PropertyServicePortal.com)

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact [accounting@fieldstonels.com](mailto:accounting@fieldstonels.com)



## **Tab 3**

From: John Cornelius <JCornelius@fieldstonels.com>  
Sent: Wednesday, January 31, 2024 4:18 PM  
To: Debby Bayne-Wallace <dbwallace@rizzetta.com>  
Subject: [EXTERNAL]Mitchell Ranch CDD- tree Replanting

NOTICE: This email originated from outside of the organization.  
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Debby,

Please see the attached proposal and information below.

Trees can become bent from high winds due to the force and pressure exerted on their trunks and branches. When strong winds blow, they create a drag force on the tree, pushing it in the direction of the wind. This force can cause the tree to lean or bend.

There are a few reasons why trees need to be replanted to be straight after being bent by high winds:

1. **Stability:** A straight tree is more stable and less prone to toppling over during future storms or windy conditions. Replanting a bent tree allows it to regain its upright position and provides better stability.
2. **Growth and development:** Trees need to grow vertically to reach their full potential. When a tree is bent, its growth pattern may be affected, and it may develop in an unhealthy or distorted manner. By replanting the tree straight, it can resume normal growth and development.
3. **Aesthetics:** Straight trees are more visually appealing and add to the overall beauty of the landscape. Replanting a bent tree helps maintain the desired shape and appearance of the tree, enhancing the aesthetic value of the surroundings.

Replanting a tree involves carefully uprooting the bent tree, straightening the trunk, and securely anchoring it in the ground. This process allows the tree to re-establish its root system and continue growing in a straight and healthy manner.

John Cornelius

Date: January 31, 2024  
Proposal #: 17974



## Q U O T A T I O N

### Mailing Address

Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Home Phone:

### Job Address

Mitchell Ranch CDD  
8447 FL-54  
New Port Richey, FL 34655

Business Phone: 813-793-8814

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### Job Summary:

#### Mitchell Ranch- Tree Replanting

Complete the following scope of work:

- Enhancement Labor
- Tree Stakes- Non Nylon large wooden pile drivers
- 28x Trees to be dug up have roots severed and straightened and replanted.

*\*Fieldstone cant not guarantee that the tree will survive the process or warranty the plant health*

**Quote Total:     \$3,567.96**

## **Terms & Conditions**

### **Acceptance of Work**

- **Fieldstone Landscape Services, LLC (Contractor)** and **Mitchell Ranch CDD (Client)** agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

### **Payment Terms and Conditions**

- The client is subject to a Progress Billing & Payment Schedule based on the total size of the proposed project. Payment Schedule may include up to a 50% Deposit to schedule work.
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- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Rizzetta & Company**

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: [Fieldstone.PropertyServicePortal.com](http://Fieldstone.PropertyServicePortal.com)

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact [accounting@fieldstonels.com](mailto:accounting@fieldstonels.com)

## Tab 4



Date: January 30, 2024  
Proposal #: 17949

## QUOTATION

### Mailing Address

Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Home Phone:

### Job Address

Mitchell Ranch CDD  
8447 FL-54  
New Port Richey, FL 34655

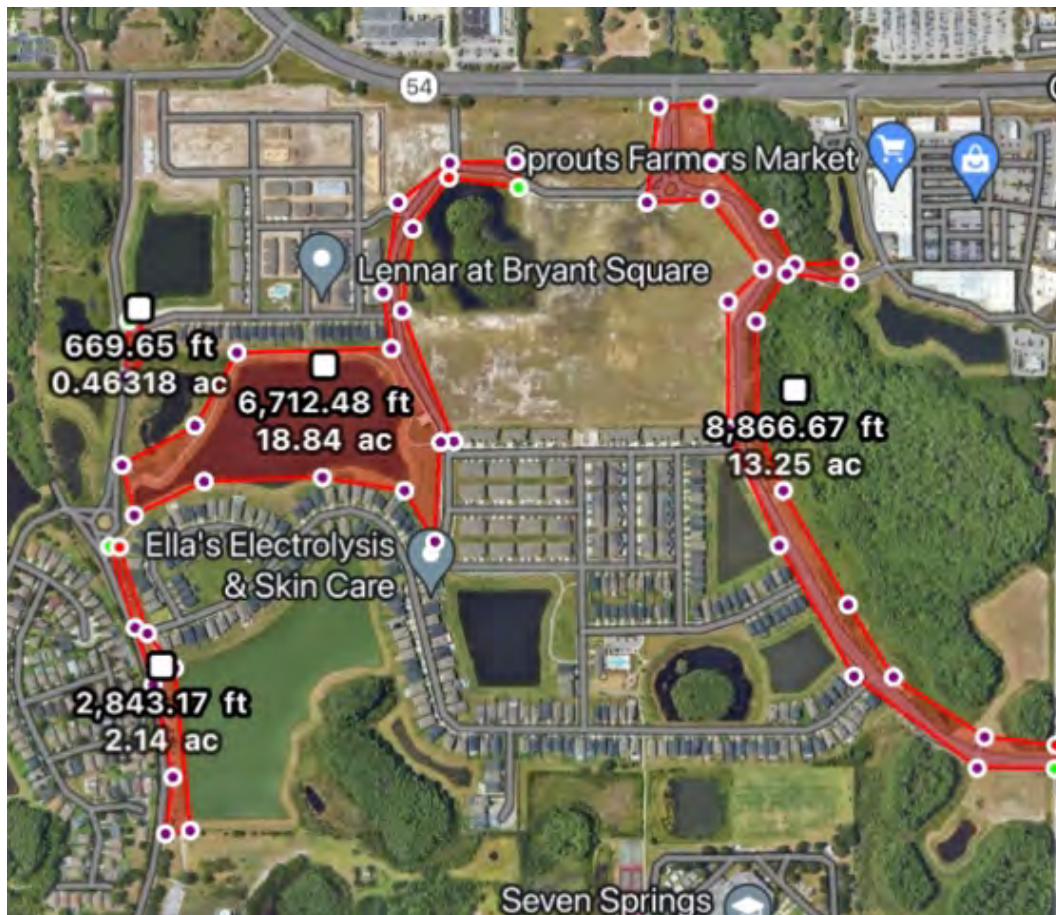
Business Phone: 813-793-8814

### Job Summary:

#### Mitchell Ranch CDD- Mulch

Complete the following scope of work:

- Enhancement Labor
- Mulch of the highlighted areas tree rings and monument signs only.



***If additional Mulch is needed to complete Scope of Work Contractor will submit Change Order for \$85.00 per Cubic Yard.***

**Quote Total:   \$14,883.00**



## **Terms & Conditions**

### **Acceptance of Work**

- **Fieldstone Landscape Services, LLC (Contractor)** and **Mitchell Ranch CDD (Client)** agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

### **Payment Terms and Conditions**

- The client is subject to a Progress Billing & Payment Schedule based on the total size of the proposed project. Payment Schedule may include up to a 50% Deposit to schedule work.
- Client agrees to pay the balance before the due date on final invoice to avoid 1.5% penalty for late payment.

### **Procedure for Extra Work and Changes**

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, reports, or specifications for any part of the project or reasons over which Contractor has no control, or are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis.
- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Extras to the Contract are payable by the Client forthwith upon receipt of the Contractor's invoice.

### **Warranty and Tolerances**

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost, and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and may require changes in design and construction to overcome such problems – all for which the Client will be responsible.
- **Underground Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbor's utilities on the Client's property is the responsibility of the Client.

### **Material Tolerances**

- **Landscape:** Contractor warrants the installation, workmanship, and material. Material is guaranteed to be true to name and maintain a healthy condition except for normal shock of installation.
  - Hardwood & Palm Trees: (6) Months
  - Plants/Shrubs/Ornamentals/Groundcover: (3) Months
  - Sod: (30) Days
  - Seasonal Annual Flowers: (30) Days
- **Irrigation/Drainage/Lighting:** Contractor warrants the installation, workmanship, design, and

materials employed in connection with the underground irrigation system for six (6) months following installation completion.

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- The warranty is not valid on relocated material, annuals and any existing irrigation, drainage, and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Contractor will void warranty.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Rizzetta & Company**

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: [Fieldstone.PropertyServicePortal.com](http://Fieldstone.PropertyServicePortal.com)

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact [accounting@fieldstonels.com](mailto:accounting@fieldstonels.com)

## **Tab 5**



January 29, 2024

Debby Wallace – Regional Manager  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Unit #200  
Tampa, FL 33614

**RE: Mitchell Ranch CDD Landscape Management Contract Addendum – Monthly Irrigation Repair Pre-Approval**

This Contract Addendum ("Addendum") is entered into by and between Fieldstone Landscape Services, LLC ("Contractor") and Mitchell Ranch CDD ("Client"). The Contractor and Client collectively may be referred to as the "Parties."

- PURPOSE OF ADDENDUM:** This Addendum is intended to modify the existing contract between the Parties dated March 1, 2024, by incorporating provisions related to Monthly Irrigation Repair Pre-Approval.
- MONTHLY IRRIGATION REPAIR PRE-APPROVAL:** In addition to the original terms of the contract, the Parties agree to implement a Monthly Irrigation Repair Pre-Approval to ensure necessary repairs are completed efficiently to prevent irrigation interruptions and/or landscape material decline.
- ALLOWANCE:** The Parties agree to establish an allowance for monthly irrigation repairs. The allowance is set at \$500.00 and will cover the pre-approved repair costs for the month. Any repair costs exceeding the allowance shall require written approval from the Client before the Contractor proceeds with the repairs.
- DOCUMENTATION:** The Contractor shall submit detailed estimates and documentation for each proposed irrigation repair, outlining the scope of work, materials, and associated costs. The Client shall review and approve these estimates before any repairs are initiated.
- TIMELINE:** The Monthly Irrigation Repair Pre-Approval process shall commence on March 1, 2024. The Parties acknowledge that the Pre-Approval process will be an ongoing part of the contract until further notice or agreement.
- INVOICING:** The Contractor shall submit invoices for approved irrigation repairs promptly upon completion of the work. Invoices shall include detailed information on the repairs performed, the date of completion, and any supporting documentation.
- AMENDMENT TO ORIGINAL CONTRACT:** This Addendum hereby amends the original contract dated [Original Contract Date]. All other terms and conditions of the original contract not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Addendum as of the date first above written.

**CONTRACTOR:**

Fieldstone Landscape Services, LLC

*Bobby Williamson*  
\_\_\_\_\_  
Signature

Bobby Williamson, Vice President

\_\_\_\_\_  
Name

01/29/2024

\_\_\_\_\_  
Date

**Client:**

Mitchell Ranch CDD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## Tab 6

**MINUTES OF MEETING**

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

**MITCHELL RANCH COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of the Mitchell Ranch Community Development District was held on **Tuesday, January 9, 2024, at 9:22 a.m.** at Residence Inn by Marriott Tampa, 2101 Northpointe Parkway, Lutz, Florida 33588.

**Present and constituting a quorum were:**

Kelly Evans	<b>Board Supervisor, Chair</b>
Lori Campagna	<b>Board Supervisor, Vice-Chair</b>
Paulo Beckert	<b>Board Supervisor, Assistant Secretary</b>

**Also Present were:**

Debby Wallace	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley, Robin Vericker (via phone)</b>
Wesley Elias	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Bobby Williamson	<b>Representative, Fieldstone</b>

Audience **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Wallace called the meeting to order and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

A resident addressed the Board regarding parking on the roads.

A resident addressed the Board regarding a handicap parking spot.

A resident addressed the Board regarding golf carts. District Manager will have HOA send out an email blast reminding residents this is not a golf course community.

A resident addressed the Board regarding speeding.

**THIRD ORDER OF BUSINESS**

**Consideration of Landscape  
Maintenance Renewal (under  
separate cover)**

A proposal from Fieldstone was presented under separate cover for a 3% increase to the landscape maintenance contract. The Board did not agree with the increase and did not approve.

**FOURTH ORDER OF BUSINESS**

**Appointment of Open Board Seat #4**

This was tabled.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Regular Meeting held on November  
14, 2023**

On a Motion by Ms. Campagna, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on November 14, 2023, for Mitchell Ranch Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of O&M Expenditures  
for October and November 2023**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the O&M expenditures for October 2023 (\$20,358.65) and November 2023 (\$21,878.48), for Mitchell Ranch Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Construction  
Requisitions**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors ratified the Construction Requisitions as presented, for Mitchell Ranch Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report.

**B. District Engineer**

Not present.

**C. Aquatic Report**

The Board reviewed the monthly report.

**D. Landscape and Irrigation Report**

Mr. Williams provided an update to the Board.

**E. District Manager**

Ms. Wallace reminded the Board of Supervisors that the next meeting is scheduled for February 13, 2024, at 5:00 p.m. at the Residence Inn by Marriott Tampa, 2101 Northpointe Parkway, Lutz, Florida 33588.

Ms. Wallace provided an update regarding the Traffic Enforcement Agreement. The signage contracts provided by Econostripe Thermoplastic Inc for \$24,495.00 plus \$3,510.00 for concrete and Signarama for \$28,299.72. The Board directed District Manager to find out how quickly each vendor could complete the project and provide that information back to the Chairman to choose a vendor to move forward with. The Chairman was already authorized to choose which vendor via motion during the November meeting.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**TENTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors adjourned the meeting at 9:45 a.m. for Mitchell Ranch Community Development District.
--

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Secretary/Assistant Secretary

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Chairman/ Vice Chairman



## **Tab 7**

# Mitchell Ranch Community Development District

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District Office · Tampa, Florida - (813) 994-1001

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614

[www.mitchellranchcdd.org](http://www.mitchellranchcdd.org)

## **Operations and Maintenance Expenditures**

**December 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$ 71,253.07**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Mitchell Ranch Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
AMTEC	100209	6394-12-23	Annual Arbitrage Rebate Report - Series 2019 12/23	\$ 450.00
Clearview Land Design, P.L.	100204	23-05804	Engineering Services 09/23	\$ 307.50
Clearview Land Design, P.L.	100213	23-06427	Engineering Services 11/23	\$ 307.50
Duke Energy	ACH	9100 8922 3115 11/23 ACH	2809 Legend Pasture Rd 11/23	\$ 30.79
Duke Energy	ACH	9100 8922 3264 11/23 ACH	2778 Legend Pasture Rd Lift 11/23	\$ 83.47
Duke Energy	ACH	9100 8922 3446 11/23 ACH	2899 Bear Landing Way - Lift 11/23	\$ 212.01
Duke Energy	ACH	9100 8922 3602 11/23 ACH	2911 Legend Pasture Rd. 11/23	\$ 30.79
Duke Energy	ACH	9100 8922 3793 11/23 ACH	2965 Bear Landing Way 11/23	\$ 30.79
Duke Energy	ACH	9100 8922 3967 11/23 ACH	00000 State Rd 54 Lite 11/23	\$ 844.79
Duke Energy	ACH	9100 8922 4140 11/23 ACH	0000 Little RD 11/23	\$ 617.89
Duke Energy	ACH	9100 8922 4306 11/23 ACH	0000 Little Rd Lite 11/23	\$ 3,090.53
Duke Energy	ACH	9100 8922 4463 11/23 ACH	3043 Legend Pasture Rd 11/23	\$ 30.79
Duke Energy	ACH	9100 8922 4645 11/23 ACH	2609 Legend Pasture Rd. 11/23	\$ 35.83
Duke Energy	ACH	9101 3841 5332 11/23 ACH	8163 Rolling Tides Dr 11/23	\$ 16.45
Duke Energy	ACH	9101 3841 7178 11/23 ACH	3159 Bear Landing Way MNMT Sign 11/23	\$ 17.36

# Mitchell Ranch Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Duke Energy	ACH	9101 3842 0123 11/23	2696 Welbilt Blvd Mnmt sign 11/23	\$ 16.45
Duke Energy	ACH	9101 3958 8485 11/23	0000 State Road 54 LITE 11/23	\$ 1,633.38
Fieldstone Landscape Services	100205	20964	Monthly Landscaping Maintenance 10/23	\$ 14,134.33
Fieldstone Landscape Services	100205	21222	Irrigation Repairs 10/23	\$ 188.60
Fieldstone Landscape Services	100205	21223	Irrigation Repairs 10/23	\$ 113.90
Fieldstone Landscape Services	100205	21295	Irrigation Repair 10/23	\$ 670.00
Fieldstone Landscape Services	100206	21620	Monthly Landscaping Maintenance 12/23	\$ 14,134.34
Fieldstone Landscape Services	100206	21621	Monthly Landscaping Maintenance 11/23	\$ 14,134.34
Florida Governmental Utility Authority	100201	10000010518 11/23	2778 Legend Pasture Road -Reclaimed Water 11/23	\$ 139.42
Florida Governmental Utility Authority	100215	10000010518 12/23	2778 Legend Pasture Road -Reclaimed Water 12/23	\$ 141.99
Florida Governmental Utility Authority	100201	10000012771 11/23	8553 Houndstooth Enclave Dr 11/23	\$ 61.86
Florida Governmental Utility Authority	100214	10000012771 12/23	8553 Houndstooth Enclave Dr 12/23	\$ 44.78
Innersync Studio, Ltd	100202	21671	CDD Website Services -Annual service - 10/01/23 - 09/30/24	\$ 1,537.50
Jayman Enterprises, LLC	100210	2857	Reset Stop Sign 12/23	\$ 175.00
Lutz Hotel Management, LLC	100212	121223 Lutz Hotel	BOS Meeting 12/23	\$ 81.44

## Mitchell Ranch Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100200	INV0000085749	District Management Fees 12/23	\$ 4,404.25
Sitex Aquatics, LLC	100207	7664B	Monthly Lake Maintenance 11/23	\$ 2,070.00
Sitex Aquatics, LLC	100211	7796B	Monthly Lake Maintenance 12/23	\$ 2,070.00
Sitex Aquatics, LLC	100203	7890B	Monthly Lake Maintenance 10/23	\$ 2,070.00
Straley Robin Vericker	100208	23616	General Legal Services 09/23	\$ 1,362.50
Straley Robin Vericker	100208	23774	General Legal Services 10/23	\$ 1,500.00
Straley Robin Vericker	100216	23947	General Legal Services 11/23	\$ 3,325.00
Straley Robin Vericker	100216	24016	General Legal Services 12/23	\$ <u>1,137.50</u>
<b>Total</b>				<b>\$ <u>71,253.07</u></b>

## **Tab 8**





# MONTHLY REPORT

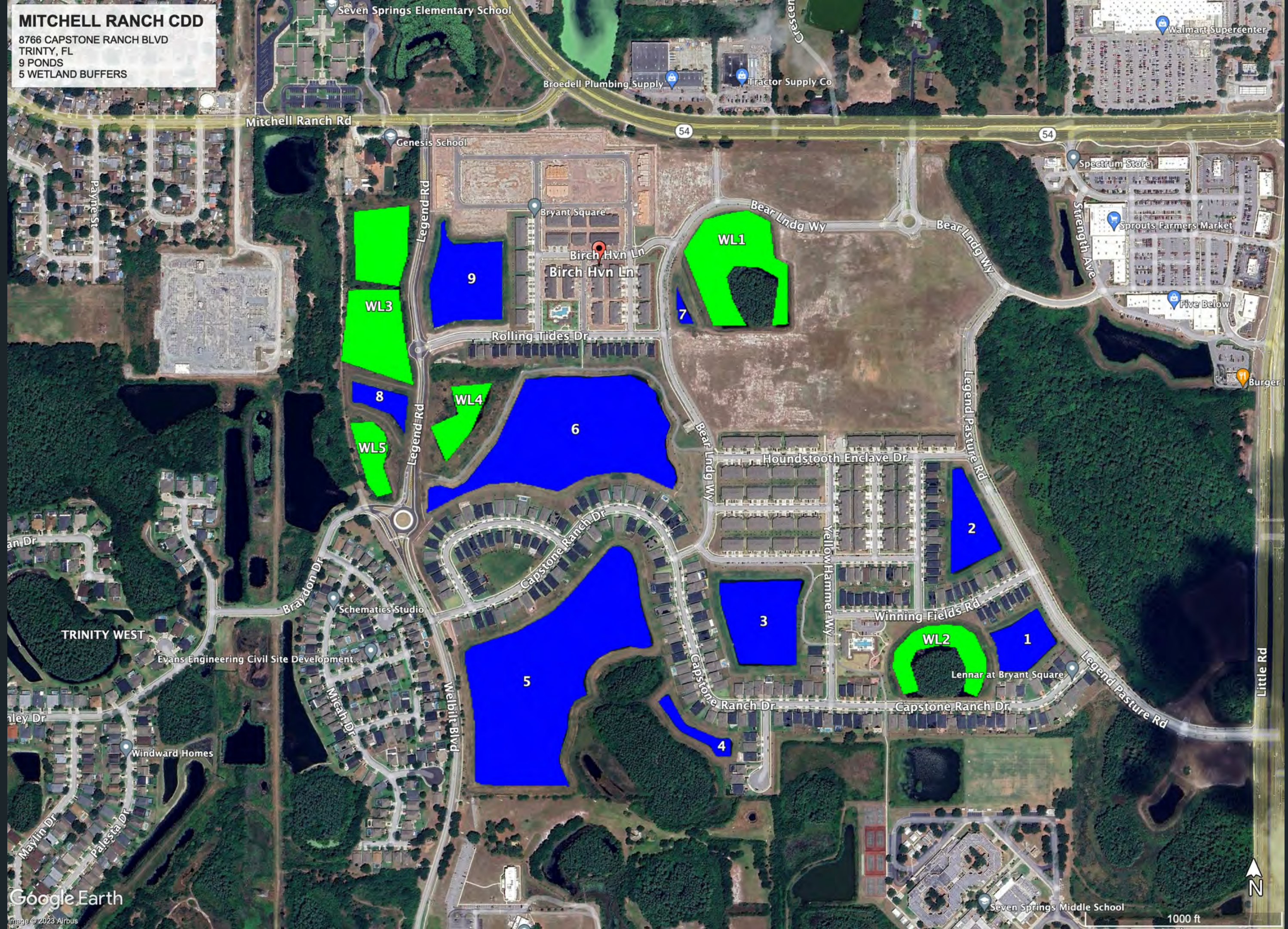
JANUARY, 2024





# MITCHELL RANCH CDD

8766 CAPSTONE RANCH BLVD  
TRINITY, FL  
9 PONDS  
5 WETLAND BUFFERS





Prepared for: Debby Bayne Wallace  
Prepared By: Devon Craig

## SUMMARY:

We have gotten a little bit of rain this past month. A little extra sure wouldn't hurt. Ponds are in are responding well to the cooler air temperatures. Algae blooms are noticeably reducing. Like last month preventative maintenance has and will continue as always as needed. Happy New Year.



December 15, 2023 at 9:51:47 AM



December 15, 2023 at 9:50:16 AM



December 15, 2023 at 9:48:14 AM



Pond #1 Treated for Algae and Shoreline Vegetation.

Pond #2 Treated for Algae and Shoreline Vegetation.

Pond #3 Treated for Algae and Shoreline Vegetation.



December 15, 2023 at 9:43:45 AM



December 15, 2023 at 9:42:35 AM



December 15, 2023 at 9:39:50 AM



Pond #4 Treated for Algae and  
Shoreline Vegetation.

Pond #5 Treated for Shoreline  
Vegetation.

Pond #6 Treated for Shoreline  
Vegetation.



December 15, 2023 at 9:33:26 AM



December 15, 2023 at 9:35:15 AM



December 15, 2023 at 9:31:45 AM



Pond #7 Treated for Shoreline Vegetation.

Pond #8 Treated for Algae and Shoreline Vegetation.

Pond #9 Treated for Algae and Shoreline Vegetation.





# MONTHLY REPORT

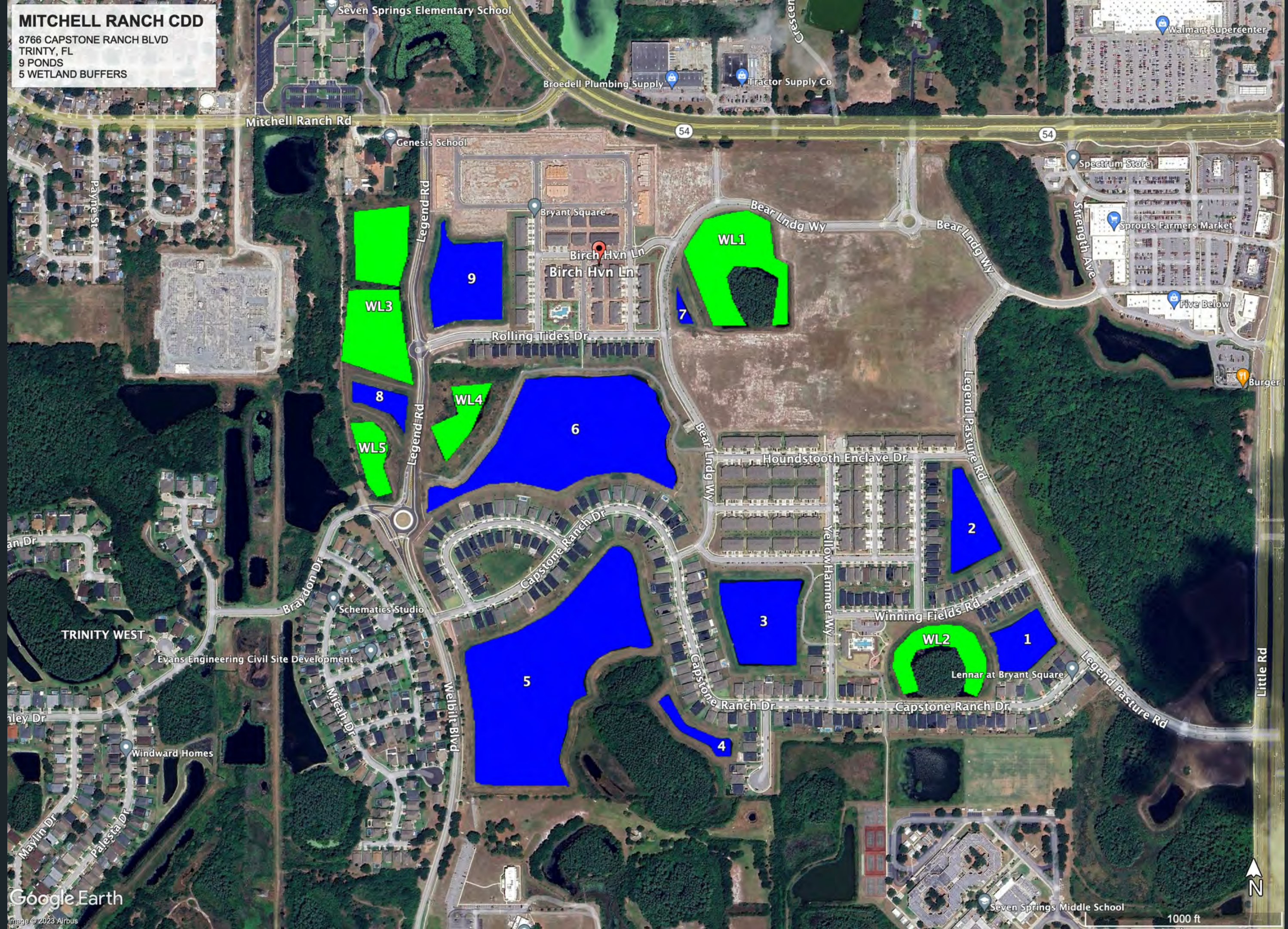
FEBRUARY, 2024





# MITCHELL RANCH CDD

8766 CAPSTONE RANCH BLVD  
TRINITY, FL  
9 PONDS  
5 WETLAND BUFFERS





Prepared for: Debby Bayne Wallace  
Prepared By: Devon Craig

## SUMMARY:

The cool air is definitely here and cooling the water temperature as well. This typically reduces algae blooms and submerged growth. During these cool weeks when a warm day or two happen we will see minor algae blooms as a result. Ponds are in great shape and ready to transition to spring.

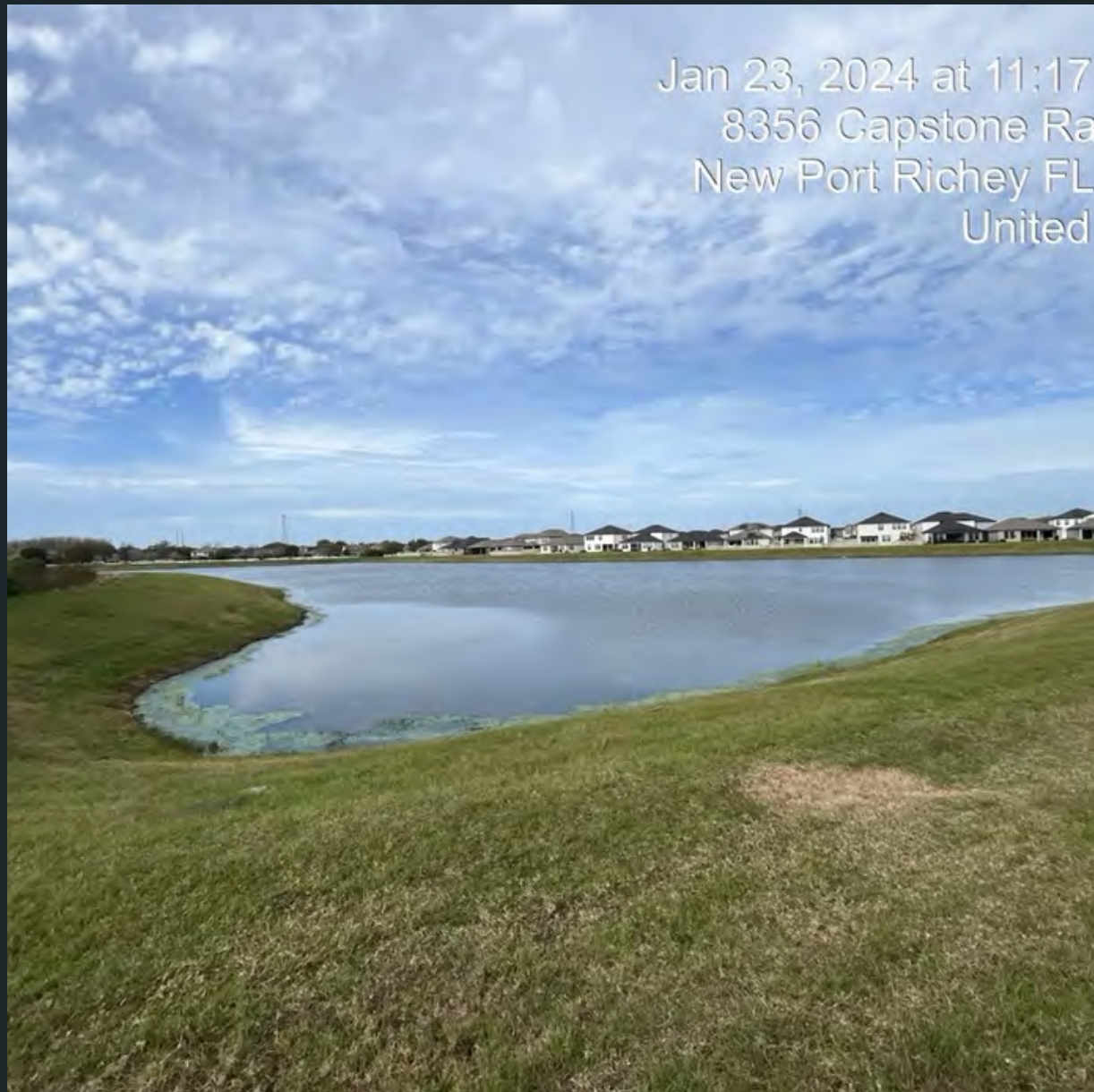




Pond #1 Treated for Algae and Shoreline Vegetation.

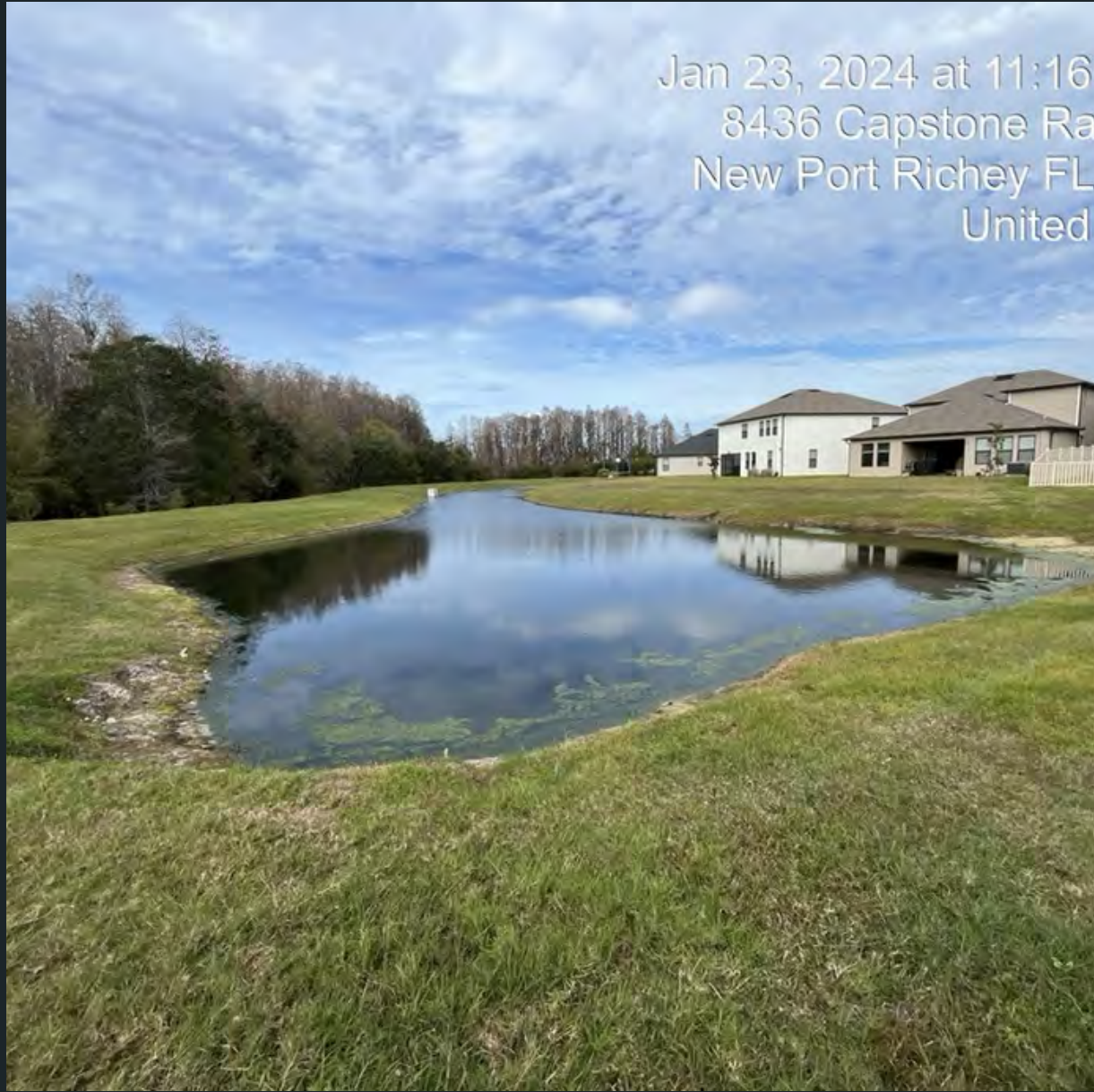


Pond #2 Treated for Algae and Shoreline Vegetation.



Pond #3 Treated for Algae and Shoreline Vegetation.





Pond #4 Treated for Algae and  
Shoreline Vegetation.



Pond #5 Treated for Shoreline  
Vegetation.

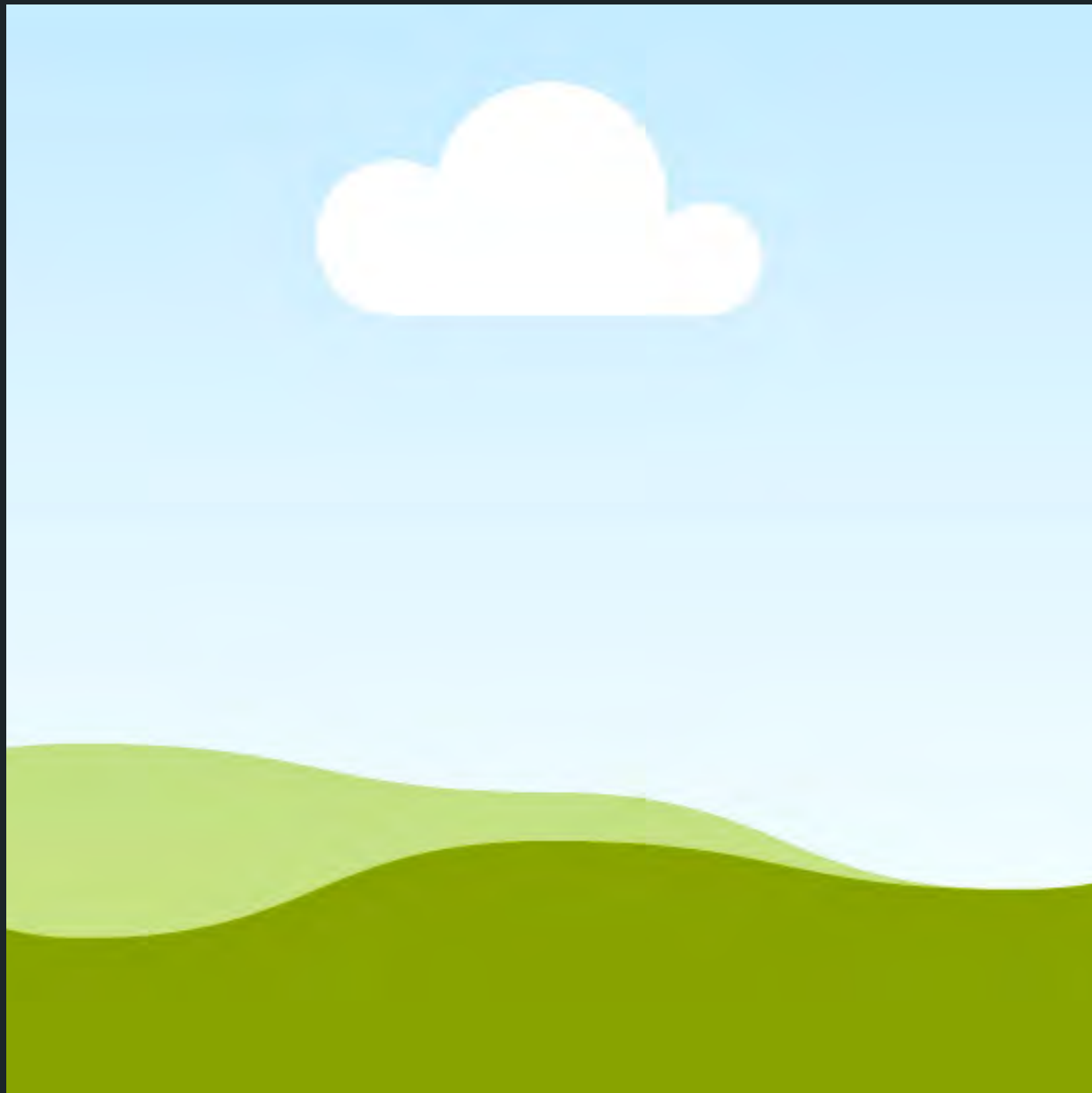


Pond #6 Treated for Shoreline  
Vegetation.





Pond #7 Treated for Shoreline Vegetation.



Pond #8 Treated for Algae and Shoreline Vegetation.



Pond #9 Treated for Algae and Shoreline Vegetation.

## Tab 9



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(1)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance team will service the road area that leads to the shopping center and burn down and chemically treat any crack weeds

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(2)



### RFP

**Created:** Wed, 1/17/2024

A Proposal will be created to replant leaning trees on the property. This is a separate approach than re-staking as many trees are bent by their fibers due to Highwinds.

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(3)



### **Horticulture (Issue)**

**Created:** Wed, 1/17/2024

Articulture team will treat the dollar weeds within the center medians on legend pasture Road



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(4)



**Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance teams will hard edge or hard surfaces on the next visit

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(5)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

I mean is Timo Removed Ola Weeds within the tree rings and soft edge to reestablish, consistent tree ring size across the community



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(6)



### Observation

**Created:** Wed, 1/17/2024

The middle medians are still in need of plant replacements or mulch

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(7)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance team or lower the shrub in front of the Brian Square, signed by 50%. This has already been communicated. This will leave the shrubs leggy and will take time to come back

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(8)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance teams will trim all pink Muhly grass is on property. These grasses are not to be a stacked and trimmed back for a maintained look please reach out to John if you have any questions.



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(9)



**Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance crew, Sirhan Paul weeds within the plant material in Legend Pasture Drive

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(10)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The plant beds located on the shoulder of Legend Pastor Drive will be staffed, edged and weed. Shelby burn down the line trimmer's then chemically treated.



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(11)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance team to remove all lower tree, sucker growth across the property

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(12)



### Horticulture (Issue)

**Created:** Wed, 1/17/2024

Floriculture divisional treat the ant hill located @P of legend pasture



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(13)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

Maintenance teams will remove all loose straps and staking across the property where applicable



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(14)



**Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance teams will spray the weeds located within the county electrical area. This is located in Bear Landing Way.

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(15)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance teams will soft edge, remove all weeds within the plant bed and trim the shrubs to match the height of the shrub fence line at the county electrical area. This is located a Bear Landing Way.

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(16)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

Maintenance team will trim all pink Muhly grass is located on bear Landing Way in front of the townhomes. Do not haystack.



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(17)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

Maintenance crew will ensure that line trimmers and chemicals are used to keep the walking trail turf from growing onto the walkway

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(18)



### **Horticulture (Issue)**

**Created:** Wed, 1/17/2024

Dollar weed needs to be treated in the center median at cattle ranch way

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(19)



**Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance team will keep the walkway turf from growing onto the walking path on Bear Landing Way



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(20)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

Crew maintain all the way down to the water on Rolling Tides. This is applicable to all ponds on the property.

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(21)



### Observation

**Created:** Wed, 1/17/2024

Fieldstone seem is still waiting for approval for Bushhogging around the Rolling Tides pond

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(22)



### **Horticulture (Issue)**

**Created:** Wed, 1/17/2024

Horticulture team will treat the ant hill at the end of rolling tides near Welbit Boulevard



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(23)



### Horticulture (Issue)

**Created:** Wed, 1/17/2024

Horticulture division will treat the turf weeds along Rolling Tides



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(24)



**Maintenance (Issue)**

**Created:** Wed, 1/17/2024

Soft edging is needed on all monument signs will be completed by the maintenance division

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(25)



### **Irrigation (Issue)**

**Created:** Wed, 1/17/2024

Irrigation division is to follow up on the perimeter plant material having proper irrigation on Mitchell Ranch Road. Plant decline is evident

**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(26)



### **Maintenance (Issue)**

**Created:** Wed, 1/17/2024

The maintenance team is to remove the moss along welbit over the next couple visits. This is to improve property aesthetics, as well as promote proper photosynthesis.



**Company:** Fieldstone Landscape Services  
**Contact:** John Cornelius  
**Phone:** 7274631780

**Email:** jcornelius@fieldstonels.com  
**Title:** Mitchell Ranch January Report  
**Created:** Wed, 1/17/2024

**No. Items:** 27

(27)



### **Horticulture (Issue)**

**Created:** Wed, 1/17/2024

Auto culture team will treat the turf weeds throughout welbit. The most extreme Turfway pressure is located near the end pod and Trinity college.





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## Mitchell ranch clock #2- commons #1

Date: Jan 04, 2024 6:37 am

Inspector: LaPoma Thomas

Site	
Name	Mitchell Ranch CDD
Address	8447 Florida 54
City	New Port Richey
ST	Florida
Zip	34655

Controller	
Name	Mitchell ranch clock #1-commons area #1
Location	Legend pasture and capstone ranch
Model	
Modules	41
Controller ID	74897

Water Days as of Jan 04, 2024	
Program A	Mon , Tue , Wed , Fri , Sat
Program B	Tue , Thur , Sat
Program C	Mon , Wed , Fri
Program D	

Notes
Rainbird LX-IVM
Seasonal adjustment 75%
General repairs- (5) lateral breaks, (5) bubbler, (2) nozzles, (1) broken head
Outstanding proposal- replacement of #2 Rainbird valve on zone #31
Outstanding proposal- replacement of #2 Rainbird valve on zone #31
All general repairs have been completed

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	Both side of curb at Little road and legend pasture entry	Pass									
2	Both sides legend pastor and Little road entry	Pass									
3	Northside legend pasture at second meeting Island	Pass									
4	All drip from Little road to capstone ranch and 3rd medium Island	Pass									
5	East curb and second meeting Island	Pass									
6	East side, inside sidewalk second median Island to capstone ranch	Pass									
7	Open	Pass									
8	Westside inside sidewalk second median Island to capstone ranch	Pass						1	1		
9	Westside curb south of capstone ranch	Pass									
10	Westside curb north of capstone ranch	Pass									
11	Westside north of capstone ranch	Pass									
12	East side north of capstone ranch	Pass	2								

Nozzles replaced

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
13	East side north of capstone ranch to winning field	Pass									
14	Median Island North of winning field	Pass									
15	East curb north of winning field	Pass									
16	East side north of houndstooth and a long East bear landing	Pass						2	2		
17	East side north of houndstooth	Pass			1						
18	Westside legend pasture, winning field to houndstooth	Pass									
19	Westside legend pasture, winning field to houndstooth	Pass									
20	Westside legend pastor north of houndstooth	Pass									
21	Westside legend pastor north of houndstooth	Pass									
22	Eastside legend pastor south of bear landing	Pass									
23	Southwest corner legend pastor and bear landing	Pass									
24	Southside bear landing to cattle ranch	Pass						2	2		
25	South of bear landing east of roundabout	Pass									
26	Roundabout	Pass									
27	Southwest of roundabout at cattle ranch	Pass									
28	(NW) corner of roundabout at STRD 54	Pass									
29	State road 54 entry	Pass									
30	Cattle ranch median	Pass									
31	South curb of bear landing- (W) of roundabout	Fail									
Faulty valve- needs replaced											
32	Southside bear landing at medal Way intersection	Pass									
33	South bear landing, medal way to houndstooth	Pass									
34	East side of bear landing south of birch haven	Pass									
35	Eastside bear landing north of houndstooth	Pass									
36	Eastside bear landing between houndstooth and campus woods	Pass									
37	Lift station West side bear landing north of houndstooth	Pass									
38	Westside bear landing south of houndstooth to campus woods	Pass									

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
39	North bear landing, west legend pasture	Pass									
40	Houndstooth #8655-#8683	Pass									
41	Houndstooth #8613-#8647	Pass									
42	Houndstooth #8577-#8605	Pass									
43	Houndstooth #8515-#8545	Pass									
44	Houndstooth #8489-#8509	Pass									
45	Houndstooth #8453-#8483	Pass									
46	Houndstooth #8450-#8472	Pass									
47	Houndstooth #8476-#8496	Pass									
48	Houndstooth #8502-#8522	Pass									
49	Houndstooth #8526-#8548	Pass									
50	Druid oaks #8527-8549	Pass									
51	Druid oaks #8503-#8523	Pass									
52	Druid oaks #8477-#8497	Pass									
53	Druid oaks #8451-#8471	Pass									
54	Druid oaks #8450-#8472	Pass									
55	Druid oaks #8476-#8496	Pass									
56	Druid oaks #8502-#8522	Pass									
57	Druid oaks #8528-#8548	Pass									
58	Campus woods #8527-#8547	Pass									
59	Campus woods #8501-#8521	Pass									
60	Campus woods #8477-#8497	Pass									
61	Campus woods #8449-#8469	Pass									
62	Yellow hammer #2848-#2866	Pass									
63	Yellow hammer #2874-#2902	Pass									
64	Yellow hammer #2910-#2928	Pass									
65	Coach manors #2901-#2919	Pass									

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
66	Coach manors #2865-#2895	Pass									
67	Coach manors #2839-#2857	Pass									
68	Coach manors #2838-#2850	Pass									
69	Coach manors #2864-#2896	Pass									
70	Coach manors #2900-#2918	Pass									
71	Gridiron ilse #2911-#2929	Pass									
72	Gridiron ilse #2875-#2895	Pass									
73	Gridiron ilse #2849-#2867	Pass									
74	Southwest corner of yellow hammer and campus woods	Pass									
75	West side along sidewalk	Pass									
76	Center	Pass									
77	Along sidewalk at street	Pass									
78	Parking islands along campus woods and yellow hammer way	Pass									
79	All trees	Pass									
80	All beds	Pass									
81		Pass									
82		Pass									



**Zone #8 - 01-04-24 9:09 am CST**



**Zone #8 - 01-04-24 1:57 pm CST**



**Zone #12 - 01-04-24 7:33 am CST**



**Zone #16 - 01-04-24 9:10 am CST**





**Zone #16 - 01-04-24 9:10 am CST**



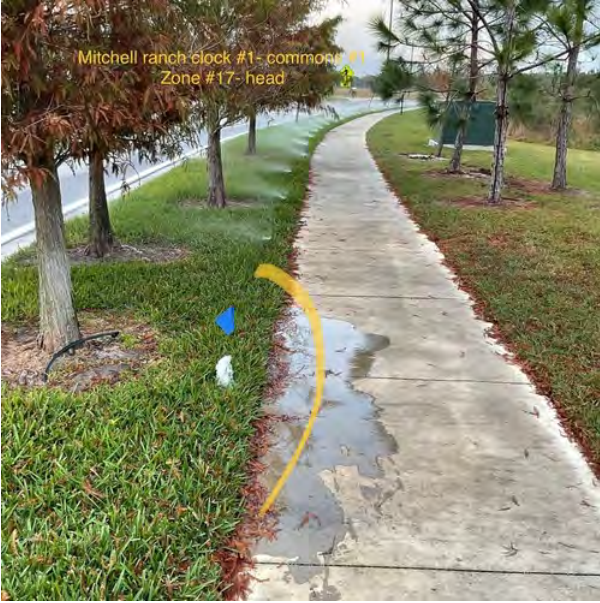
**Zone #16 - 01-04-24 2:04 pm CST**



**Zone #16 - 01-04-24 2:09 pm CST**



**Zone #17 - 01-04-24 7:33 am CST**





**Zone #17 - 01-04-24 2:17 pm CST**



**Zone #24 - 01-04-24 9:10 am CST**



**Zone #24 - 01-04-24 9:11 am CST**



**Zone #24 - 01-04-24 2:28 pm CST**



**Zone #24 - 01-04-24 2:28 pm CST**







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## Mitchell ranch clock #2 commons #2

Date: Jan 04, 2024 9:49 am

Inspector: LaPoma Thomas

Site	
Name	Mitchell Ranch CDD
Address	8447 Florida 54
City	New Port Richey
ST	Florida
Zip	34655

Controller	
Name	Mitchell ranch clock #2 common area #2
Location	(SW) corner Birch haven and bear landing
Model	
Modules	18
Controller ID	114433

Water Days as of Jan 04, 2024	
Program A	Mon , Wed , Fri
Program B	Tue , Thur , Sat
Program C	
Program D	

Notes
Rainbird LX-IVM
Seasonal adjustment 75%
All general repairs have been completed
General repairs - (1) broken head, (2) lateral break, (1) bubbler, (1) nozzle

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	At lift station	Pass									
2	(W) bears landing curb- (S) rolling tides	Pass			1						
3	(W) bears landing, (s) rolling tides	Pass									
4	(W) bears landing, (s) rolling tides at pond	Pass									
5	(W) bears landing, (s) rolling tides- along fence	Pass									
6	(W) bears landing, (s) rolling tides	Pass									
7	Along sidewalk behind homes- #8382 rolling tides	Pass									
8	(W) bears landing, (n) rolling tides	Pass									
9	(W) bears landing, (s) birch haven along fence	Pass									
10	(SW) corner birch haven and bears landing	Pass									
11	(W) bears landing, (s) birch haven	Pass									
12	(SW) corner birch haven and bears landing	Pass									
13	(S) curb birch haven	Pass									

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
14	(SW) corner birch haven and bears landing	Pass									
15	(NW)corner bears landing and birch haven	Pass									
16	(N) birch haven curb, (W) bears landing	Pass									
17	(NW) curb, birch haven and bears landing	Pass									
18	(N) of birch haven along perimeter fence	Pass									
19	Behind North Perimeter wall	Pass									
20	Behind North parameter wall east end	Pass									
21	Behind North perimeter wall	Pass									
22	Behind North perimeter wall west end	Pass									
23	Behind North perimeter wall	Fail									
Faulty sol/dec											
24	Along fence east side welbilt south of Mitchell rent	Pass									
25	East side welbilt south of Mitchell Ranch	Pass									
26	Eastside welbilt north of rolling tide	Pass									
27	Trees north east corner along rolling tide, north and east of welbilt	Pass									
28	North east corner welbilt and rolling tied	Pass									
29	North east curb welbilt and rolling tide	Pass	1								
Nozzle replaced											
30	South east curb well-built and rolling tide	Pass						1	2		
31	Chris south and east rolling tide in welbilt	Pass									
32	South east corner welbilt and rolling tide	Pass									
33	Along fence east of welbilt north Capstone ranch	Pass									
34	Along fence east of welbilt north of roundabout	Pass									
35	Along fence east welbilt,east aroundabout	Pass									
36	Medal way entry and bears landing	Pass									

**Zone #2 - 01-04-24 11:42 am CST**



**Zone #2 - 01-04-24 2:39 pm CST**



**Zone #29 - 01-04-24 1:34 pm CST**



**Zone #30 - 01-04-24 1:35 pm CST**





**Zone #30 - 01-04-24 1:35 pm CST**



**Zone #30 - 01-04-24 2:50 pm CST**



**Zone #30 - 01-04-24 2:59 pm CST**





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## Mitchell ranch clock #3- Harmon park

Date: Jan 04, 2024 9:31 am

Inspector: LaPoma Thomas

Site	
Name	Mitchell Ranch CDD
Address	8447 Florida 54
City	New Port Richey
ST	Florida
Zip	34655

Controller	
Name	Mitchell ranch clock #3- Harmon park
Location	8064 capstone ranch @ Harmon park
Model	
Modules	5
Controller ID	98752

Water Days as of Jan 04, 2024	
Program A	Mon , Wed , Fri , Sat
Program B	
Program C	
Program D	

Notes
Hunter hybrid
Seasonal adjustment 75%

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	East end along fence	Pass									
2	West end along fence and trees along sidewalk	Pass									
3	North end along fence	Pass									
4	Along curb	Pass									
5	Along sidewalk	Pass									
6	First row inside sidewalk	Pass									
7	Southeast corner alongside walk	Pass									
8	Northwest corner along bed	Pass									
9	First row in center	Pass									
10	Second row in center	Pass									
11	Second row inside sidewalk	Pass									

## **Tab 10**





Rizzetta & Company

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 12, 2024 @ 9:00am

# District Manager's Report

February 13

# 2024

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### FINANCIAL SUMMARY

12/31/2023

General Fund Cash & Investment Balance:	\$590,971
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Reserve Fund Cash & Investment Balance:	\$0
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Debt Service Fund Investment Balance:	\$1,012,218
---------------------------------------	-------------

<b>Total Cash and Investment Balances:</b>	<b>\$1,603,189</b>
--	--------------------

<b>General Fund Expense Variance:</b>	<b>\$77,657</b>	<b>Under Budget</b>
---------------------------------------	-----------------	---------------------



Rizzetta & Company

**DM Report:**

- Update on request for a handicap parking spot at the west end of Campus Woods from last meeting - response from District Engineer attached below.
- Sent email to HOA on 1/12/2024 to send out email blast reminding residents that the community is not a golf cart approved community.
- Chairman approved Econostripe to install signs. Estimated time of completion is **by the end of this week.**

**DM Site Visit Report:** (1/18/2024) attached below.

**From:** Debby Bayne-Wallace <dbwallace@rizzetta.com>

**Sent:** Saturday, January 20, 2024 3:13 PM

**To:** Kelly Evans <kelly.evans@lennar.com>; John Cornelius <JCornelius@fieldstonels.com>

**Cc:** Wesley Elias <WElias@rizzetta.com>

**Subject:** Mitchell Ranch CDD - 1/18/2024 Site Visit

Hi Kelly/John,

Please see the pictures and notes below. Items in red need addressing. John, if you can please provide proposals to 1) straighten leaning trees from the last storm, 2) remove the pile of dirt noted in the one photo, if needed, and 3) a revised mulch proposal.

Please let me know if you have any questions.

Thank you.

**Debby Wallace**

Regional Manager

813.933.5571 Ext: 8814

[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

[rizzetta.com](http://rizzetta.com)

**Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.**

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Section along Bear Landing before Legend Pasture Rd.





Trees along Legend Pasture Rd.





Leaning tree on Legend Pasture.



Please check sod around this pond at the corner of Legend Pasture and Hounds Tooth Enclave.



Ponds and pond banks well maintained.





Leaning trees along Legend Pasture closer to Little Rd.









End caps could use some plants and/or mulch.



Fieldstone to provide proposal for new entryway plants in front of monument.







Leaning signs – will send to Jaymen to straighten.



Wetland along Capstone Ranch.



Many areas need mulch. Waiting for an updated proposal from Fieldstone. Budget is \$15k.





Pocket Park along Yellow Hammer Way.





Several street signs need straightening after the last storm – will send to Jaymen.





A few pine trees along Bear Landing by Druid Oaks need straightening.





Shelby Park well maintained. Path is free of weeds/ants at this location.







This is the pond that was being missed. Well maintained.



At the end of the pond appears to be a pile of dirt. John, can you please take a closer look.





Second wetland along Bear Landing Way.



Leaning tree along Bear Landing by the wetland.



## **Tab 11**





# Quarterly Compliance Audit Report

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## Mitchell Ranch

**Date:** December 2023 - 4th Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

# Table of Contents

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<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

## **Audit results**

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

## **Helpful information:**

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.





## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

## Compliance Criteria

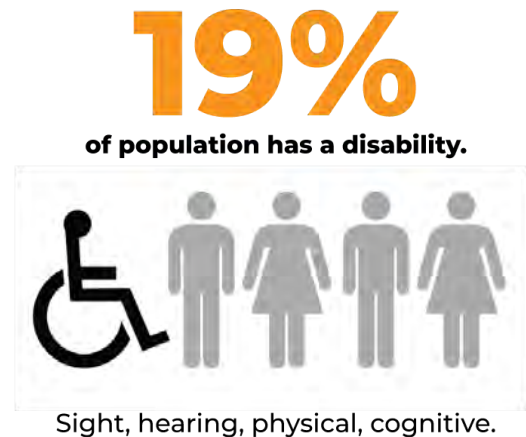
Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next



# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>





## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web



## Tab 12

**From:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Sent:** Monday, February 5, 2024 9:47 AM  
**To:** Diana Kronick <[DKronick@rizzetta.com](mailto:DKronick@rizzetta.com)>  
**Subject:** FW: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

Please add emails below to the agenda under District Engineer "Request from resident for an ADA spot".  
Thanks

**Debby Wallace**

Regional Manager

813.933.5571 Ext: 8814  
[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

[rizzetta.com](http://rizzetta.com)

**From:** Brian Surak <[Brian.Surak@clearviewland.com](mailto:Brian.Surak@clearviewland.com)>  
**Sent:** Friday, January 12, 2024 4:43 PM  
**To:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Subject:** RE: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

I can inquire, but I believe we can classify this as roadway maintenance.

Sincerely,

**Brian G. Surak, P.E.**

Senior Project Manager

**Clearview Land Design, P.L.**

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Office: 813-223-3919

Mobile: 813-244-5136

**From:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Sent:** Friday, January 12, 2024 4:42 PM  
**To:** Brian Surak <[Brian.Surak@clearviewland.com](mailto:Brian.Surak@clearviewland.com)>  
**Subject:** RE: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

Ok, great. Would the district require approval from the County or any other entity? Thank you.

**Debby Wallace**

Regional Manager

**From:** Brian Surak <[Brian.Surak@clearviewland.com](mailto:Brian.Surak@clearviewland.com)>  
**Sent:** Friday, January 12, 2024 4:41 PM  
**To:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Subject:** RE: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

Yes – it's certainly possible. It would involve some curb removal and new pavement to expand the standard parking space 5 feet. A handicap ramp and signage would need to be installed.

Sincerely,

**Brian G. Surak, P.E.**

Senior Project Manager

**Clearview Land Design, P.L.**

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Office: 813-223-3919

Mobile: 813-244-5136



**From:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Sent:** Friday, January 12, 2024 4:32 PM  
**To:** Brian Surak <[Brian.Surak@clearviewland.com](mailto:Brian.Surak@clearviewland.com)>  
**Subject:** FW: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

Hi Brian,

Sorry for the conference call issues on Tuesday. Cell towers were down in the area and the internet was not working, I'm assuming because of the storm.

During the Mitchell Ranch CDD meeting, a resident asked if it was possible to turn one regular parking stop into a handicap parking spot. Please see the photo and location below. The board wanted to know if this was possible and if so, what the process would be?

Thank you.

**Debby Wallace**

Regional Manager

813.933.5571 Ext: 8814  
[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

[rizzetta.com](http://rizzetta.com)

**From:** Ashley Greer <[ayregr@gmail.com](mailto:ayregr@gmail.com)>  
**Sent:** Friday, January 12, 2024 4:27 PM  
**To:** Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>  
**Subject:** Re: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

Hi Debby,

Sorry for the delay in getting the photo to you as requested.

This is the area we are looking for a handicap spot to be added. It's on the west end of Campus Woods closest to Bear Landing.



Let me know if you have any other questions.

Thank you,

Ashley Walsh

Sent from my iPhone

> On Jan 5, 2024, at 8:35 AM, Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)> wrote:

>

> Hi Ashley,

> You are welcome to bring your request to the Board during a meeting under "audience comments".  
The meeting dates, times and location are posted on the website at

[https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A-www.mitchellranchcdd.org&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=p8Ge0uX-vQXk9gbwDT6YiNuInyH3CbAlAoLpX39hdXo&m=NTcME1FDefq0qoWuYjhY6iJ_ZNeeaUIJGqsN3kbBtA889)

[3A www.mitchellranchcdd.org&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-](https://urldefense.proofpoint.com/v2/url?u=http-3A-www.mitchellranchcdd.org&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=p8Ge0uX-vQXk9gbwDT6YiNuInyH3CbAlAoLpX39hdXo&m=NTcME1FDefq0qoWuYjhY6iJ_ZNeeaUIJGqsN3kbBtA889)

[v5A\\_Cdp gnVfiiMM&r=p8Ge0uX-](https://urldefense.proofpoint.com/v2/url?u=http-3A-www.mitchellranchcdd.org&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=p8Ge0uX-vQXk9gbwDT6YiNuInyH3CbAlAoLpX39hdXo&m=NTcME1FDefq0qoWuYjhY6iJ_ZNeeaUIJGqsN3kbBtA889)

[vQXk9gbwDT6YiNuInyH3CbAlAoLpX39hdXo&m=NTcME1FDefq0qoWuYjhY6iJ\\_ZNeeaUIJGqsN3kbBtA889](https://urldefense.proofpoint.com/v2/url?u=http-3A-www.mitchellranchcdd.org&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=p8Ge0uX-vQXk9gbwDT6YiNuInyH3CbAlAoLpX39hdXo&m=NTcME1FDefq0qoWuYjhY6iJ_ZNeeaUIJGqsN3kbBtA889)

[mUEMqFAB1sGVC61zxm&s=3j5BvGxaZ7S7DuiVcHqKPMB5CYGrkUK-dR7wXJNT9zs&e=.](mailto:mUEMqFAB1sGVC61zxm&s=3j5BvGxaZ7S7DuiVcHqKPMB5CYGrkUK-dR7wXJNT9zs&e=)

> Thank you.

>

> Debby Wallace

> Regional Manager

>

> 813.933.5571 Ext: 8814

> [dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)

>

> -----Original Message-----

> From: Ashley Greer <[ayregr@gmail.com](mailto:ayregr@gmail.com)>

> Sent: Friday, December 29, 2023 1:51 PM

> To: Debby Bayne-Wallace <[dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com)>

> Subject: [EXTERNAL]CDD Bryant Park/Mitchell Ranch

>

> NOTICE: This email originated from outside of the organization.

> Do not click links or open attachments unless you recognize the sender and know the content is safe.  
Please use the Phish Alert! button to report suspicious messages.

>

>

> Good afternoon,

>

> I am a resident in Bryant Square and live at 8465 Campus Woods Way. I am a renter, but plan on being a long term renter.

>

> I am inquiring on how we can get an ADA spot added on Campus Woods Way located at the end closer to Bear Landing Way.

>

> My husband is disabled and has a permanent handicap placard assigned to him. The closest ADA spot currently for him is on Yellow Hammer and that is too far for him to walk with his cane.

>

> We try to do our best to allow him to park in the driveway, but that is not always an option. Several residents that live on Druid Oaks, and even in the homes on Capstone are parking along Campus Woods. I understand it's overflow parking and first come first serve, but we need something more convenient for him.

>

> I have reached out to the county/city and due to the streets being private they directed me to reach out to you specifically. Please let me know what you need from me to start this process.

>

> Thank You,

> Ashley Walsh

> 727-265-7445