

# Long Lake Ranch Community Development District

# Board of Supervisors' Meeting March 5, 2020

District Office:
9428 Camden Field Parkway
Riverview, FL 33578
813-533-2950

www.longlakeranchcdd.org

## LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

Long Lake Ranch Amenity Center, 19037 Long Lake Ranch Blvd., Lutz, FL 33558

**Board of Supervisors** James Koford Chair

William Pellan Vice Chair

Andrew Kimpland Assistant Secretary
Michael Leonard Assistant Secretary
John Twomey Assistant Secretary

**District Manager** Bryan Radcliff Rizzetta & Company, Inc.

**District Counsel** Sarah Sandy Hopping Green & Sams, P.A.

**District Engineer** Phil Chang Johnson Engineering

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. 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.

Α person who decides to appeal anv decision made at the respect meeting/hearing/workshop with any matter considered the to 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.

## LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 9428 CAMDEN FIELD PKWY • RIVERVIEW, FL 33578 www.LongLakeRanchCDD.org

February 25, 2020

Board of Supervisors Long Lake Ranch Community Development District

#### **AGENDA**

#### **Dear Board Members:**

The meeting of the Board of Supervisors of the Long Lake Ranch Community Development District will be held on **Thursday, March 5, 2020 at 6:00 PM** at the Long Lake Ranch Amenity Center located at 19037 Long Lake Ranch Blvd., Lutz, FL 33558. The following is the agenda for this meeting:

1.	CALL	. TO ORDER / ROLL CALL		
2.	AUDIENCE COMMENTS ON AGENDA ITEMS			
3.	STAF	F REPORTS		
	A.	Landscaping & Irrigation		
		i. Field Inspection ReportTab 1		
		ii. Landscaping Proposals		
	B.	Aquatics Services		
	C.			
		District Counsel		
		Clubhouse Manager		
		i. Clubhouse ReportTab 2		
	F.	District Manager		
4.		NESS ADMINISTRATION		
••	A.	Consideration of Minutes of Board of Supervisors'		
	, · · ·	Meeting held on February 6, 2020Tab 3		
	В.	Consideration of Operations & Maintenance		
	٠.	Expenditures for January 2020Tab 4		
5.	RUSI	NESS ITEMS		
<b>J.</b>	A.	Consideration of Trellis Repair/Replace ProposalsTab 5		
	В.	Consideration of Aquatics AgreementTab 6		
	C.	Consideration of Easement Encroachment AgreementTab 7		
6.	_	ENCE COMMENTS		
7.		ERVISOR REQUESTS		
7. 8.		DURNMENT		
0.	ADJU			

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,

Bryan Radcliff

Bryan Radcliff District Manager

## Tab 3

 Mr. Radcliff presented the December 3, 2019 Audit Review Committee meeting draft minutes to the Board for consideration.

On a motion by Mr. Koford, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved the minutes of the Audit Review Committee meeting held December 3, 2019 for the Long Lake Ranch Community Development District.

#### **FOURTH ORDER OF BUSINESS**

Consideration of Minutes of the Board of Supervisors' Meeting held December 3, 2019

Mr. Radcliff presented the December 3, 2019 draft meeting minutes to the Board for consideration.

On a motion by Mr. Pellan, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held December 3, 2019 for the Long Lake Ranch Community Development District.

#### FIFTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Continued Meeting held December 18, 2019

Mr. Radcliff presented the December 18, 2019 continued meeting draft minutes to the Board for consideration.

On a motion by Mr. Koford, seconded by Mr. Pellan, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' continued meeting held December 18, 2019 for the Long Lake Ranch Community Development District.

#### SIXTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for November 2019 & December 2019

Mr. Radcliff presented the November 2019 and December 2019 O&M expenditures to the Board for consideration. Discussion ensued. The Board requested the two charges from Romaner in the amounts of \$255.00 and \$765.00 be removed and billed to Long Lake Reserve CDD.

On a motion by Mr. Koford, seconded by Mr. Twomey, with all in favor, the Board of Supervisors approved the Operations & Maintenance Expenditures for November 2019 (\$62,326.66) and December 2019 (\$84,164.22), with the removals of misapplied charges from Romaner in the amounts of \$255.00 and \$765.00, for the Long Lake Ranch Community Development District.

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#### SEVENTH ORDER OF BUSINESS

#### **Staff Reports**

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#### A. District Counsel

### B. District Engineer

#### **J**

No report presented.

### i. Memo re Clubhouse Parking Seepage

Mr. Chang reviewed his report on the clubhouse parking area seepage with the Board. He will coordinate with Mr. Mahar to adjust irrigation in an attempt to determine the source of the problem.

(Mr. Chang left the meeting at 6:54 PM.)

#### C. Clubhouse Manager

Mr. Lawrence presented his clubhouse management report to the Board for review and reviewed the status of repairs to various signs within the District.

(Mr. Mahar left the meeting at 7:25 PM.)

#### D. Field Manager

Mr. Radcliff presented the latest field inspection reports to the Board for review. Discussion ensued. Mr. Mahar notified the Board that the annuals will be deadheaded on Monday. The Board also requested research on the Top Choice fire ant treatment warranty with regard to getting an additional application.

#### i. Consideration of Landscaping Proposals

Mr. Radcliff presented landscaping proposals for installation of jasmine at the bell tower beds and for playground mulch to the Board for consideration. Discussion ensued. The Board requested an additional mulch proposal for comparison.

On a motion by Mr. Koford, seconded by Mr. Twomey, with all in favor, the Board of Supervisors approved Yellowstone proposal #40319 for installation of jasmine in the bell tower beds for the amount of \$873.13 for the Long Lake Ranch Community Development District.

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On a motion by Mr. Koford, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved Yellowstone proposal #40320 for playground mulch installations in a total amount not to exceed \$13,500.00, pending receipt of a second proposal for comparison, for the Long Lake Ranch Community Development District.

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#### E. Aquatics Services

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Mr. Radcliff presented the latest aquatics services service history report to the Board for review.

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#### i. Consideration of Revised Service Proposal

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Mr. Radcliff presented a revised mosquito fish-stocking proposal from GHS to the Board for consideration. Discussion ensued.

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On a motion by Mr. Koford, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved GHS Environmental proposal #19-241R for stocking of mosquito and midge fly-eating fish for the total amount of \$11,000.00 (\$925.00 per month) for the Long Lake Ranch Community Development District.

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#### F. District Manager

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Mr. Radcliff stated that the next regular meeting is scheduled for Thursday, March 5, 2020 at 6:00 PM at the Long Lake Ranch Amenity Center, located at 19037 Long Lake Ranch Blvd., Lutz, FL 33558.

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He also updated the Board on the upcoming proposed and final budget meeting dates. The Board requested a budget workshop be held on March 5<sup>th</sup> at 3:00 PM, just prior to the regular Board meeting at 6:00 PM.

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

Status Update on Sign Removal

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Mr. Radcliff provided an update for the Board regarding the removal of developer home sale signs from within the community.

#### NINTH ORDER OF BUSINESS

## **Consideration of Cement Cleaning Proposals**

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Mr. Radcliff presented to the Board for consideration proposals for cleaning the mailbox pavilion cement. Discussion ensued.

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On a motion by Mr. Twomey, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved Magic Bubbles Pressure Washing proposal #20810 for mailbox pavilion cement cleaning in the amount of \$70.00, pending confirmation of an additional warranty if the stains aren't removed, for the Long Lake Ranch Community Development District.

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#### **TENTH ORDER OF BUSINESS**

## Ratification of Audit Services Letter of Engagement

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Mr. Radcliff presented the letter of engagement for annual auditing services from Grau & Associates to the Board for ratification.

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On a motion by Mr. Koford, seconded by Mr. Pellan, with all in favor, the Board of Supervisors ratified the letter of engagement for annual auditing services from Grau & Associates for the Long Lake Ranch Community Development District.

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#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Licensing Agreement for Installation & Maintenance of Newsletter Box

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Mr. Radcliff presented a licensing agreement between the CDD and the HOA for installation and maintenance of a newsletter box to the Board for consideration.

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On a Motion by Mr. Twomey, seconded by Mr. Pellan, with all in favor, the Board of Supervisors approved the licensing agreement between the CDD and the HOA for installation and maintenance of a newsletter box for the Long Lake Ranch Community Development District.

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#### TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2020-02, Adopting Internal Controls Policy

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Mr. Radcliff presented Resolution 2020-02 to the Board for consideration and reviewed the purpose of the item, adopting an internal controls policy.

On a Motion by Mr. Koford, seconded by Mr. Twomey, with all in favor, the Board of Supervisors adopted Resolution 2020-02, Adopting an Internal Controls Policy, for the Long Lake Ranch Community Development District.

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#### THIRTEENTH ORDER OF BUSINESS

## Consideration of Gazebo Trellis Repair Proposals

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Mr. Radcliff presented proposals for gazebo trellis repairs to the Board for consideration. Discussion ensued. The Board requested additional proposals for demolition of the trellis along with proposals for alternative installation.

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#### FOURTEENTH ORDER OF BUSINESS

## Consideration of Golf Cart Proposals

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Mr. Radcliff presented proposals for the purchase of a golf cart to the Board for ratification. Discussion ensued.

On a Motion by Mr. Leonard, seconded by Mr. Twomey, with all in favor, the Board of Supervisors approved the proposal from West Coast Golf Cars for the purchase of a golf cart for the Long Lake Ranch Community Development District.

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#### FIFTEENTH ORDER OF BUSINESS

## Consideration of Draft Utility Easement Agreements

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190 191 Ms. Sandy presented two draft utility easement agreements to the Board for consideration and reviewed the documents with them. Discussion ensued. The Board approved the easement agreements ending an accompanying agreement with the homeowner for reimbursement of District Engineer and District Counsel charges incurred.

On a Motion by Mr. Pellan, seconded by Mr. Leonard, with all in favor, the Board of Supervisors approved the utility easement agreements in substantial form pending an agreement with the homeowner for reimbursement of District Engineer and District Counsel charges incurred for the Long Lake Ranch Community Development District.

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#### SIXTEENTH ORDER OF BUSINESS

#### **Audience Comments**

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A resident who is also an HOA board member notified the Board of their intention to exit the amenity management services cost-sharing agreement with the District.

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#### SEVENTEENTH ORDER OF BUSINESS

#### **Supervisor Requests**

## LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT February 6, 2020 Minutes of Meeting Page 7

•	on the missing District logo on the bell tower at
Sunlake and SR 54.	
Mr. Twomey requested email up Board updated on items.	odates to the Board between meetings to keep the
EIGHTEENTH ORDER OF BUSINESS	S Adjournment
	ed by Mr. Koford, with all in favor, the Board of at 9:09 PM for the Long Lake Ranch Community
Supervisors adjourned the meeting a	

## Tab 7

### AGREEMENT BY AND AMONG THE LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT AND BRIAN ADKISON AND KATE LILLEY

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of February, 2020 (the "Effective Date"), by and between:

**Long Lake Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33635 (the "District"); and

**Brian Adkison and Kate Lilley,** husband and wife, whose address is 19282 Roseate Drive, Lutz, Florida 33558 (jointly the "Homeowner").

#### WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), by an ordinance of the Board of County Commissioners of Pasco County, Florida, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District is the owner of certain lands in Pasco County, Florida, more particularly described as Parcel Identification Nos. 33-26-18-0050-0L200-0000, 33-26-18-0050-0B100-0000, and 33-26-18-0050-0L400-0000 (collectively, the "Property"); and

WHEREAS, Homeowner and Peoples Gas System, a Division of Tampa Electric Company, a Florida corporation ("TECO") have requested that the District grant TECO an easement over the Property for the purpose of installing and maintaining natural gas facilities ("Improvements") to Homeowner's property, and the District is agreeable to granting such an easement pursuant to a separately negotiated instrument ("Easement") on the terms and conditions set forth herein.

**Now, Therefore**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. AGREEMENT TO GRANT EASEMENT BY SEPARATE INSTRUMENT; PAYMENT OF ASSOCIATED COSTS BY HOMEOWNER.
  - **A.** The District hereby agrees to grant, by separate instrument to be negotiated and agreed to by the District and TECO in their sole discretion, an Easement to TECO, subject to (i) Homeowner's payment of all legal and engineering costs incurred by the District in its review and processing of the Easement ("Legal/Engineer Costs"); (ii)

Homeowner providing the District, at Homeowner's sole cost, a survey (the "Survey") of the location of the Improvements after installation by TECO, which will be used by TECO and the District for the final Easement ("Final Easement") to be recorded after installation of the Improvements; and (iii) all other terms and conditions provided herein.

- **B.** Prior to the District granting the Easement, Homeowner shall be obligated to deposit the sum of Two Thousand Eight Hundred Twenty-One Dollars (\$2,821) (the "Deposit") to the District Manager, Rizzetta & Company, LLC, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33635. The Deposit amount is based on both incurred Legal/Engineer Costs, additional anticipated Legal/Engineer, and the estimated cost for a Survey ("Survey Costs," together with Legal/Engineer Costs, the "Associated Costs"), all as further shown in **Exhibit A**.
- C. Within ten (10) days of the District's receipt of written notice from TECO that the Final Easement is recorded, the District shall take a full accounting of all of its outstanding Associated Costs. The District shall have the right to use the Deposit for reimbursement of the Associated Costs incurred by the District. If the District's Associated Costs shall exceed the Deposit amount, the additional amounts required to cover the shortfall shall be paid by Homeowner to the District at the time of invoicing. Homeowner is solely liable for any additional amounts that may be necessary to cover all of the District's Associated Costs.
- 3. **INDEMNIFICATION.** Homeowner agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent such damages, losses or claims are attributable to actions, omissions, or negligence in the use of the Property by Homeowner, TECO or their agents, employees or independent contractors in connection with the Easement. Homeowner agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.
- 4. DAMAGE. In the event that Homeowner, TECO, or their respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Property or any of the improvements located within the Property or causes damage to the District's other property or any improvements located thereon ("Damage"), in the exercise of the rights granted under the Easement, Homeowner, at Homeowner's cost and expense, agrees to pay for the District's cost and expenses to pursue the restoration of the same and the improvements so damaged to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and any other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Homeowner shall allow no lien to attach to the Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of Homeowner and TECO. All repairs and/or restoration made pursuant to Section 4 herein due to Damage caused in the exercise of the access rights granted to the Easement shall be conducted by the District, in the District's sole discretion.

- **5. DEFAULT.** A default by any party under this Agreement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- **6. ENFORCEMENT OF AGREEMENT.** In the event that the District or Homeowner seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- **7. NOTICES.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Homeowner: Brian Adkison and Kate Lilley

19282 Roseate Drive Lutz, Florida 33558

To the District: Long Lake Ranch Community Development

District

12750 Citrus Park Lane, Suite 115

Tampa, Florida 33635 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301 Attn: Sarah R. Sandy

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Homeowner may deliver Notice on behalf of the District and Homeowner.

**8. THIRD PARTIES.** This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties

hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

- **9. ASSIGNMENT.** No party may assign, transfer or license all or any portion of its rights under this Agreement without the prior written consent of the other parties.
- 11. CONTROLLING LAW. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 12. PUBLIC RECORDS. Homeowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.
- 13. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 14. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- **15. AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto.
- 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- 18. JOINT AND SEVERAL LIABILITY. Homeowner hereby agrees that in any and all instances where either party may be found liable for damages or obligations under this Agreement, Homeowner shall, to the fullest extent permitted by law, be liable and obligated.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

**IN WITNESS WHEREOF,** the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

ATTEST:	LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson	
ATTEST:	HOMEOWNER	
Signature	Brian Adkison	
Printed Name		
Signature	Kate Lilley	
Printed Name		

## **EXHIBIT A:** Chart of Associated Costs

Legal/Engineer Costs		
	Legal - Incurred as of 1/31/20	\$1,151.00
	Legal (anticipated)	\$220.00
	Engineer - Incurred as of 1/20/20	\$212.50
	Engineer (anticipated)	\$467.50
Survey Costs		
	Anticipated	\$770.00
		•
TOTAL		\$2,821.00