

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**August 13, 2025**

**BOARD OF SUPERVISORS  
PUBLIC HEARINGS AND  
REGULAR MEETING  
AGENDA**

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **AGENDA LETTER**

**Fox Branch Ranch Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 6, 2025

Board of Supervisors  
Fox Branch Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Fox Branch Ranch Community Development District will hold Public Hearings and a Regular Meeting on August 13, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
  - C. Consideration of Resolution 2025-10, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

**ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

**NOTE: Meeting Location**

- Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
6. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
    - A. Consideration of Resolution 2025-11, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
  7. Consideration of Resolution 2025-03, Designating the Location of the Local District Records Office and Providing an Effective Date
  8. Ratification Items
    - A. Insight Irrigation LLC, Agreement for Irrigation Monitoring Services
    - B. Lake Pros LLC, Amendment to Agreement for Aquatic Management Services
    - C. Dora Landscaping, LLC First Amendment to Landscape & Irrigation Services Agreement
    - D. Atmos Living Management Group, LLC Field Operations Agreement
  9. Acceptance of Unaudited Financial Statements as of June 30, 2025
  10. Approval of June 11, 2025 Regular Meeting Minutes
  11. Staff Reports
    - A. District Counsel: *Kutak Rock LLP*
    - B. District Engineer: *Dewberry Engineers, Inc.*
    - C. Field Operations: *Atmos Living Management Group, LLC*
    - D. District Manager: *Wrathell, Hunt and Associates, LLC*
      - 0 (Zero) Registered Voters in District as of April 15, 2025
      - NEXT MEETING DATE: September 10, 2025 at 9:30 AM

○ QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ROGER VAN AUKE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JC NOWOTNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	SHELLEY KAERCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO



12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,  
  
Andrew Kantarzhi  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 867 327 4756**

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3A**

Serial Number  
25-01092K

# Business Observer

Published Weekly  
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

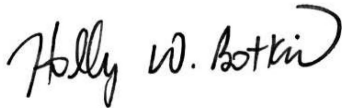
in the matter of Notice of public hearing to consider adoption of the fiscal year 2025/2026 budgets et al

in the Court, was published in said newspaper by print in the

issues of 7/25/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of July, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Andrew Pagnotta  
Comm.: HH 627562  
Expires: Jan. 12, 2029  
Notary Public - State of Florida

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT  
NOTICE OF PUBLIC HEARING  
TO CONSIDER THE ADOPTION  
OF THE FISCAL YEAR 2025/2026  
BUDGET(S); AND NOTICE  
OF REGULAR BOARD OF  
SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Fox Branch Ranch Community Development District ("District") will hold a public hearing on **August 13, 2025, 9:30 a.m.** at **Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, **Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431** ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager

July 25, 2025

25-01092K

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3B**

## RESOLUTION 2025-09

### [FY 2026 APPROPRIATION RESOLUTION]

**THE ANNUAL APPROPRIATION RESOLUTION OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Fox Branch Ranch Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the

comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Fox Branch Ranch Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

## **SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**[CONTINUED ON NEXT PAGE]**

**PASSED AND ADOPTED** this 13th day of August, 2025.

**ATTEST:**

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:**      Fiscal Year 2025/2026 Budget(s)

**Exhibit A:** Fiscal Year 2025/2026 Budget(s)



**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
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**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 169,609
Allowable discounts (4%)	-				(6,784)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	162,825
Assessment levy: off-roll	-	-	-	-	268,356
Landowner contribution	315,940	13,027	237,402	250,429	-
Total revenues	315,940	13,027	237,402	250,429	431,181
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	12,000	24,000	36,000	48,000
Legal	25,000	985	24,015	25,000	25,000
Engineering	3,000	2,902	98	3,000	3,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	-	1,000	1,000	1,000
EMMA software service	1,000	-	1,000	1,000	1,000
Trustee	5,500	-	-	-	5,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,271	5,229	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	6,000	5,408	-	5,408	6,000
Contingencies/bank charges	500	482	500	982	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	104,790	24,278	62,902	87,180	104,790

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>Field operations and maintenance</b>					
Field operations manager	3,000	-	3,000	3,000	6,000
Landscaping contract labor	40,000	-	35,000	35,000	80,000
Backflow prevention test	350	-	500	500	500
Irrigation maintenance/repair	4,000	-	4,000	4,000	4,000
Plants, shrubs & mulch	50,000	-	25,000	25,000	50,000
Annuals	9,000	-	4,500	4,500	9,000
Tree trimming	3,000	-	3,000	3,000	3,000
Signage	1,500	-	1,500	1,500	1,500
General maintenance	2,500	-	2,500	2,500	2,500
Fence/wall repair	1,000	-	1,000	1,000	1,000
Irrigation pump maintenance	3,000	-	3,000	3,000	3,000
Aquatic control - ponds	15,000	-	8,000	8,000	15,000
Wetland mitigation	25,000	-	15,000	15,000	25,000
Holiday decorations	5,000	-	5,000	5,000	5,000
Pressure washing	3,000	-	3,000	3,000	3,000
Misc. field operations - contingency	20,000	-	20,000	20,000	25,000
Electric:			-	-	
Irrigation	6,000	-	3,000	3,000	6,000
Street lights	18,000	-	25,000	25,000	40,000
Entrance signs	1,800	-	1,800	1,800	1,800
Property appraiser & tax collector	-	-	-	-	5,088
Total field operations	211,150	-	163,800	163,800	286,388
Total expenditures	315,940	24,278	226,702	250,980	391,178
Excess/(deficiency) of revenues over/(under) expenditures	-	(11,251)	10,700	(551)	40,003
Fund balance - beginning (unaudited)	-	551	(10,700)	551	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	38,098
Unassigned	-	(10,700)	-	-	1,905
Fund balance - ending	\$ -	\$ (10,700)	\$ -	\$ -	\$ 40,003

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the EMMA software service</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,000
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Total professional & administrative	<u>104,790</u>

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations and maintenance**

Field operations manager	6,000
Landscaping contract labor	80,000
Backflow prevention test	500
Irrigation maintenance/repair	4,000
Plants, shrubs & mulch	50,000
Annuals	9,000
Tree trimming	3,000
Signage	1,500
General maintenance	2,500
Fence/wall repair	1,000
Irrigation pump maintenance	3,000
Aquatic control - ponds	15,000
Wetland mitigation	25,000
Holiday decorations	5,000
Pressure washing	3,000
Misc. field operations - contingency	25,000
Electric:	
Irrigation	6,000
Street lights	40,000
Entrance signs	1,800
Property appraiser & tax collector	5,088
Total field operations	<u>286,388</u>
<b>Total expenditures</b>	<b><u><u>\$391,178</u></u></b>

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2025  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 351,581
Allowable discounts (4%)	-				(14,063)
Net assessment levy - on-roll	-				337,518
Assessment levy: off-roll	-	\$ -	\$ 143,122	\$ 143,122	46,189
Total revenues	-	-	143,122	143,122	383,707
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	85,000
Interest	-	-	-	-	286,244
Property appraiser & tax collector	-	-	-	-	10,547
Underwriter's discount	-	-	84,370	84,370	-
Cost of issuance	-	-	180,415	180,415	-
Total expenditures	-	-	264,785	264,785	381,791
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(121,663)	(121,663)	1,916
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	478,780	478,780	-
Original issue discount	-	-	(27,565)	(27,565)	-
Total other financing sources/(uses)	-	-	451,215	451,215	-
Net increase/(decrease) in fund balance	-	-	329,552	329,552	1,916
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	329,552
Ending fund balance (projected)	\$ -	\$ -	\$ 329,552	\$ 329,552	331,468
Use of fund balance:					
Debt service reserve account balance (required)					(186,430)
Interest expense - November 1, 2026					(141,358)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 3,680

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			143,121.88	143,121.88	5,580,000.00
05/01/26	85,000.00	4.150%	143,121.88	228,121.88	5,495,000.00
11/01/26			141,358.13	141,358.13	5,495,000.00
05/01/27	90,000.00	4.150%	141,358.13	231,358.13	5,405,000.00
11/01/27			139,490.63	139,490.63	5,405,000.00
05/01/28	95,000.00	4.150%	139,490.63	234,490.63	5,310,000.00
11/01/28			137,519.38	137,519.38	5,310,000.00
05/01/29	95,000.00	4.150%	137,519.38	232,519.38	5,215,000.00
11/01/29			135,548.13	135,548.13	5,215,000.00
05/01/30	100,000.00	4.150%	135,548.13	235,548.13	5,115,000.00
11/01/30			133,473.13	133,473.13	5,115,000.00
05/01/31	105,000.00	4.375%	133,473.13	238,473.13	5,010,000.00
11/01/31			131,176.25	131,176.25	5,010,000.00
05/01/32	110,000.00	4.375%	131,176.25	241,176.25	4,900,000.00
11/01/32			128,770.00	128,770.00	4,900,000.00
05/01/33	115,000.00	4.375%	128,770.00	243,770.00	4,785,000.00
11/01/33			126,254.38	126,254.38	4,785,000.00
05/01/34	120,000.00	4.375%	126,254.38	246,254.38	4,665,000.00
11/01/34			123,629.38	123,629.38	4,665,000.00
05/01/35	125,000.00	4.375%	123,629.38	248,629.38	4,540,000.00
11/01/35			120,895.00	120,895.00	4,540,000.00
05/01/36	130,000.00	5.200%	120,895.00	250,895.00	4,410,000.00
11/01/36			117,515.00	117,515.00	4,410,000.00
05/01/37	140,000.00	5.200%	117,515.00	257,515.00	4,270,000.00
11/01/37			113,875.00	113,875.00	4,270,000.00
05/01/38	145,000.00	5.200%	113,875.00	258,875.00	4,125,000.00
11/01/38			110,105.00	110,105.00	4,125,000.00
05/01/39	155,000.00	5.200%	110,105.00	265,105.00	3,970,000.00
11/01/39			106,075.00	106,075.00	3,970,000.00
05/01/40	165,000.00	5.200%	106,075.00	271,075.00	3,805,000.00
11/01/40			101,785.00	101,785.00	3,805,000.00
05/01/41	170,000.00	5.200%	101,785.00	271,785.00	3,635,000.00
11/01/41			97,365.00	97,365.00	3,635,000.00
05/01/42	180,000.00	5.200%	97,365.00	277,365.00	3,455,000.00
11/01/42			92,685.00	92,685.00	3,455,000.00
05/01/43	190,000.00	5.200%	92,685.00	282,685.00	3,265,000.00
11/01/43			87,745.00	87,745.00	3,265,000.00
05/01/44	200,000.00	5.200%	87,745.00	287,745.00	3,065,000.00
11/01/44			82,545.00	82,545.00	3,065,000.00
05/01/45	210,000.00	5.200%	82,545.00	292,545.00	2,855,000.00
11/01/45			77,085.00	77,085.00	2,855,000.00
05/01/46	220,000.00	5.400%	77,085.00	297,085.00	2,635,000.00
11/01/46			71,145.00	71,145.00	2,635,000.00
05/01/47	235,000.00	5.400%	71,145.00	306,145.00	2,400,000.00
11/01/47			64,800.00	64,800.00	2,400,000.00
05/01/48	245,000.00	5.400%	64,800.00	309,800.00	2,155,000.00
11/01/48			58,185.00	58,185.00	2,155,000.00



**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/49	260,000.00	5.400%	58,185.00	318,185.00	1,895,000.00
11/01/49			51,165.00	51,165.00	1,895,000.00
05/01/50	275,000.00	5.400%	51,165.00	326,165.00	1,620,000.00
11/01/50			43,740.00	43,740.00	1,620,000.00
05/01/51	290,000.00	5.400%	43,740.00	333,740.00	1,330,000.00
11/01/51			35,910.00	35,910.00	1,330,000.00
05/01/52	305,000.00	5.400%	35,910.00	340,910.00	1,025,000.00
11/01/52			27,675.00	27,675.00	1,025,000.00
05/01/53	325,000.00	5.400%	27,675.00	352,675.00	700,000.00
11/01/53			18,900.00	18,900.00	700,000.00
05/01/54	340,000.00	5.400%	18,900.00	358,900.00	360,000.00
11/01/54			9,720.00	9,720.00	360,000.00
05/01/55	360,000.00	5.400%	9,720.00	369,720.00	-
11/01/55					-
<b>Total</b>	<b>5,580,000.00</b>		<b>5,658,512.58</b>	<b>11,238,512.58</b>	

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>On-Roll Assessments</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
SF 44'	20	\$ 734.24	\$ 1,290.01	\$ 2,024.25	n/a
SF 50'	46	734.24	1,505.01	2,239.25	n/a
SF 54'	114	734.24	1,505.01	2,239.25	n/a
SF 64'	51	734.24	1,666.26	2,400.50	n/a
<b>Total</b>	<b>231</b>				

<b>Off-Roll Assessments</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
SF 50'	2	\$ 682.84	\$ 1,399.66	\$ 2,082.50	n/a
SF 64'	28	682.84	1,549.62	2,232.46	n/a
<b>Total</b>	<b>30</b>				

<b>Off-Roll Assessments</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
SF 44'	30	\$ 682.84	\$ -	\$ 682.84	n/a
SF 50'	119	682.84	-	682.84	n/a
SF 54'	203	682.84	-	682.84	n/a
SF 64'	11	682.84	-	682.84	n/a
<b>Total</b>	<b>363</b>				

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4A**

Serial Number  
25-01081K

# Business Observer

Published Weekly  
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Notice of public hearing to consider adoption of fiscal year 2025/2026 budget

in the Court, was published in said newspaper by print in the issues of 7/18/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

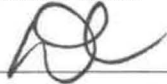


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

18th day of July, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Donna Condon  
Comm.: HH 534210  
Expires: Jun. 29, 2028  
Notary Public - State of Florida

PS 1 42

## FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

#### Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Fox Branch Ranch Community Development District ("District") will hold the following two public hearings and a regular meeting on August 13, 2025, 9:30 a.m. at Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897.

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

#### Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
SF Lot	607	\$734.24

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, and no hearing will be held in future years unless the O&M Assessments increase beyond the amounts set forth below. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

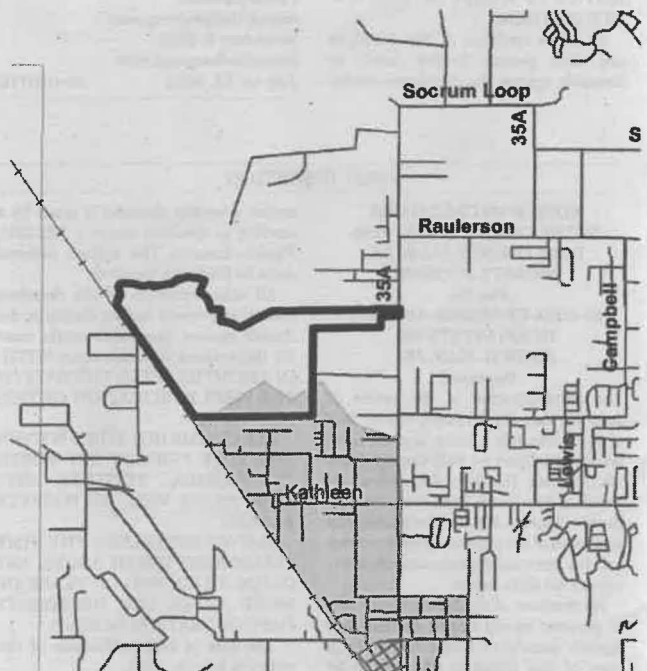
July 18, 2025

#### Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



25-01081K

PS 2 42

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4B**

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH        )

**AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Fox Branch Ranch Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 14, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

**FURTHER AFFIANT SAYETH NOT.**




By: Curtis Marcoux

**SWORN AND SUBSCRIBED** before me by means of ☒ physical presence or ☐ online notarization this 14<sup>th</sup> day of July, 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☐ is personally known to me or ☐ has provided \_\_\_\_\_ as identification, and who ☐ did or ☒ did not take an oath.



**DAPHNE GILLYARD**  
Notary Public  
State of Florida  
Comm# HH390392  
Expires 8/20/2027

NOTARY PUBLIC

  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: HH390392  
My Commission Expires: 8/20/2027

**EXHIBIT A:** Copies of Forms of Mailed Notices, including Addresses

**Fox Branch Ranch Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**  
**THIS IS NOT A BILL – DO NOT PAY**

July 14, 2025

**VIA FIRST CLASS MAIL**

FORESTAR USA REAL ESTATE GROUP INC  
2221 E LAMAR BLVD STE 790  
ARLINGTON, TX 76006  
PARCEL ID: See "Exhibit B" Attached

RE: Fox Branch Ranch Community Development District  
Fiscal Year 2025/2026 Budget and O&M Assessments

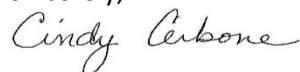
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Fox Branch Ranch Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purposes of: (1) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), and (2) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2025/2026, on **August 13, 2025 at 9:30 a.m. at Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Cindy Cerbone  
District Manager



**EXHIBIT A**  
***Summary of O&M Assessments***

The O&M Assessments are allocated on a per unit basis, with planned/platted lots paying a full share of the overall budget. The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, and no hearing will be held in future years unless the O&M Assessments increase beyond the amounts set forth below.

**IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
SF Lot	607	\$734.24

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$445,683.68** in gross revenue.

## EXHIBIT B

[illegible]

[illegible]

[illegible]

232708000779002380	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790	ARLINGTON	TX	76006	7458
232708000779002390	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790	ARLINGTON	TX	76006	7458

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4C**

## RESOLUTION 2025-10

### [FY 2026 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FISCAL YEAR 2025/2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Fox Branch Ranch Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT:**

**1. FUNDING.** As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

**a. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- i. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien

of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

- b. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

## 2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
  - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of FY 2026.
  - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
  - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the



Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 13th day of August, 2025.

ATTEST:

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

**Standard:** CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

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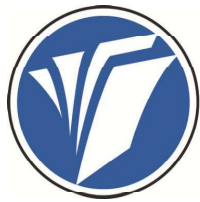
**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**



**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Fox Branch Ranch Community Development District  
Polk County, Florida

### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Fox Branch Ranch Community Development District, Polk County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 12, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

B. J. & Associates

June 12, 2025

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

Our discussion and analysis of Fox Branch Ranch Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2021-040 of Polk County, Florida enacted on July 20, 2021, effective on July 20, 2021 and no audit was required for the fiscal year.

### **FINANCIAL HIGHLIGHTS**

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$5,059).
- The change in the District's total net position was (\$5,957), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of (\$5,059) a decrease of (\$5,957). The total fund balance is unassigned deficit fund balance.

### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

#### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2024	2023 (Unaudited)
Current and other assets	\$ 10,239	\$ 20,806
Total assets	10,239	20,806
Current liabilities	15,298	19,908
Total liabilities	15,298	19,908
Net position		
Unrestricted	(5,059)	898
Total net position	\$ (5,059)	\$ 898

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to less developer contributions received during the current fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023 (Unaudited)
Revenues:		
Program revenues		
Operating grants and contributions	\$ 29,418	\$ 47,588
Total revenues	29,418	47,588
Expenses:		
General government	35,375	33,627
Cost of issuance	-	235
Total expenses	35,375	33,862
Change in net position	(5,957)	13,726
Net position - beginning	898	(12,828)
Net position - ending	\$ (5,059)	\$ 898

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$35,375. The costs of the District's activities were funded by program revenues, which are comprised primarily of Developer contributions. Expenses remained consistent with the prior year,

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 did not exceed appropriations.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

On March 18, 2025, the District issued \$5,580,000 of Capital Improvement Revenue Bonds, Series 2025 consisting of various Term Bonds with due dates from May 1, 2030 to May 1, 2055 and fixed interest rates ranging from 4.15% to 5.45%.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Fox Branch Ranch Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

	Governmental Activities
ASSETS	
Cash	\$ 6,503
Due from Developer	3,736
Total assets	<u>10,239</u>
LIABILITIES	
Accounts payable	3,015
Unearned revenue	236
Developer advance	12,047
Total liabilities	<u>15,298</u>
NET POSITION	
Unrestricted	(5,059)
Total net position	<u>\$ (5,059)</u>

See notes to the financial statements

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues				Net (Expense)
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
Primary government:					
Governmental activities:					
General government	\$ 35,375	\$ -	\$ 29,418	\$ -	\$ (5,957)
Total governmental activities	35,375	-	29,418	-	(5,957)
Change in net position					(5,957)
Net position - beginning					898
Net position - ending					<u>\$ (5,059)</u>

See notes to the financial statements



**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	Major Funds		Total
	General	Debt Service	Governmental Funds
<b>ASSETS</b>			
Cash	\$ 6,503	\$ -	\$ 6,503
Due from Developer	3,736	-	3,736
Total assets	<u>\$ 10,239</u>	<u>\$ -</u>	<u>\$ 10,239</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 3,015	\$ -	\$ 3,015
Unearned revenue	236	-	236
Developer advance	6,439	5,608	12,047
Total liabilities	<u>9,690</u>	<u>5,608</u>	<u>15,298</u>
Fund balances:			
Unassigned	549	(5,608)	(5,059)
Total fund balances	<u>549</u>	<u>(5,608)</u>	<u>(5,059)</u>
Total liabilities and fund balances	<u>\$ 10,239</u>	<u>\$ -</u>	<u>\$ 10,239</u>

See notes to the financial statements

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

Fund balance - governmental funds	\$ (5,059)
Amounts reported for governmental activities in the statement of net position are different because:	
Net position of governmental activities	<u>\$ (5,059)</u>

See notes to the financial statements

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

	Major Funds		Total
	General	Debt Service	Governmental Funds
REVENUES			
Developer contributions	\$ 29,418	\$ -	\$ 29,418
Total revenues	29,418	-	29,418
EXPENDITURES			
Current:			
General government	35,375	-	35,375
Total expenditures	35,375	-	35,375
Excess (deficiency) of revenues over (under) expenditures	(5,957)	-	(5,957)
Fund balances - beginning	6,506	(5,608)	898
Fund balances - ending	\$ 549	\$ (5,608)	\$ (5,059)

See notes to the financial statements

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ (5,957)
Amounts reported for governmental activities in the statement of activities are different because:	<hr/>
Change in net position of governmental activities	<u><u>\$ (5,957)</u></u>

See notes to the financial statements

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Fox Branch Ranch Community Development District ("District") was established effective July 20, 2021 by Ordinance 2021-040 of the Board of Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members are affiliated with Forestar, the ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### **Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### **Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### **Capital Assets**

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.



## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Fund Equity/Net Position (Continued)**

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### **NOTE 5 – DEVELOPER TRANSACTIONS**

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund were \$29,418. The District reports a receivable of \$3,736 as of September 30, 2024. For the debt service fund, the District recorded a payable of \$5,608 that is owed to the Developer as of September 30, 2024 for prior year bond validation costs.

#### **NOTE 6 – CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

#### **NOTE 7 – MANAGEMENT COMPANY**

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

#### **NOTE 8 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

#### **NOTE 9 – SUBSEQUENT EVENTS**

On March 18, 2025, the District issued \$5,580,000 of Capital Improvement Revenue Bonds, Series 2025 consisting of various Term Bonds with due dates from May 1, 2030 to May 1, 2055 and fixed interest rates ranging from 4.15% to 5.45%.

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final	Actual Amounts	
<b>REVENUES</b>			
Developer Contribution	\$ 103,040	\$ 29,418	\$ (73,622)
Total revenues	<u>103,040</u>	<u>29,418</u>	<u>(73,622)</u>
 <b>EXPENDITURES</b>			
Current:			
General government	103,040	35,375	67,665
Total expenditures	<u>103,040</u>	<u>35,375</u>	<u>67,665</u>
 Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	(5,957)	<u>\$ (5,957)</u>
 Fund balance - beginning		<u>6,506</u>	
 Fund balance - ending		<u>\$ 549</u>	

See notes to required supplementary information

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 did not exceed appropriations.

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$31,163
Construction projects to begin on or after October 1; (\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	
Outstanding Bonds:	N/A



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Fox Branch Ranch Community Development District  
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Fox Branch Ranch Community Development District, Polk County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 12, 2025

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Deane & Associates*

June 12, 2025



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road ▪ Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 ▪ (800) 299-4728  
Fax (561) 994-5823  
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Fox Branch Ranch Community Development District  
Polk County, Florida

We have examined Fox Branch Ranch Community Development District, Polk County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Fox Branch Ranch Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties

*Grau & Associates*

June 12, 2025





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors  
Fox Branch Ranch Community Development District  
Polk County, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of Fox Branch Ranch Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 12, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 12, 2025, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Fox Branch Ranch Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Fox Branch Ranch Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 12, 2025

## **REPORT TO MANAGEMENT**

### **I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS**

None

### **II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS**

N/A – First year audit.

### **III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A – First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 20.

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOX BRANCH  
RANCH COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING  
THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR  
ENDED SEPTEMBER 30, 2024**

**WHEREAS**, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 13th day of August, 2025.

ATTEST:

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-03**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FOX  
BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS  
OFFICE AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, District records are available for public review and inspection at the offices of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**WHEREAS**, the District is statutorily required to designate a local District records office location for the purposes of affording citizens the ability to access certain of the District’s records, promoting the disclosure of matters undertaken by the District and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY  
DEVELOPMENT DISTRICT:**

**1. LOCAL DISTRICT RECORDS OFFICE.** The District’s local records office shall be located at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS A**

**AGREEMENT FOR  
IRRIGATION MONITORING SERVICES AGREEMENT**

**THIS AGREEMENT ("Agreement")** is made, and entered into, by and between:

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**INSIGHT IRRIGATION LLC**, a Florida limited liability company, with a 36767 E Eldorado Lake Drive, Eustis, Florida 32736 ("**Contractor**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains landscaping areas in and around the District ("**Landscape Areas**"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide irrigation monitoring services for the Landscape Areas, as outlined in **Exhibit A ("Services")**; and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right



to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

**7. PERMITS AND LICENSES.** All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**8. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

**9. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

**10. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**11. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**12. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**13. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

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

**16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

**17. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

**18. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices

shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**19. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**20. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**21. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

**22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**23. 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.

**24. HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**25. NEGOTIATIONS AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**26. LIMITATIONS ON LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**27. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

**29. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

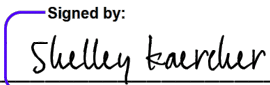
**30. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

**31. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

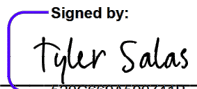
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

FOX BRANCH RANCH COMMUNITY  
DEVELOPMENT DISTRICT

Signed by:   
By: \_\_\_\_\_ Shelley Kaercher  
Its: \_\_\_\_\_ President  
Date: \_\_\_\_\_ 7/9/2025

INSIGHT IRRIGATION LLC

Signed by:   
By: \_\_\_\_\_ Tyler Salas  
Its: \_\_\_\_\_ TS  
Date: \_\_\_\_\_ 8/1/2025

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

## **EXHIBIT A: PROPOSAL**

### **Part A**

#### **1. INITIAL MAPPING AND SETUP**

This process involves:

- Going to each controller
- Turning on each zone from the controller
- If the zone comes on, mapping the approximate irrigated area
- Creating online maps

At the end of the process, Insight will provide a list of:

- Any zones that are not operational from the controllers

The cost for this initial service is **\$5,000**.

### **Part B**

#### **1. MONITORING:**

Insight commits to providing the following monitoring services for the Client:

##### **a. Daily verification and analysis of:**

- Current weather conditions.
- Proper controller operation.
- Proper operation of the pump and water supply system.
- Excessive water use.

##### **b. \*Weekly checks under normal conditions.**

- Valve, controller, and sensor electrical issues.
- Update decoders, backup data, and other relevant data.
- Update and manage irrigation schedules.
- Update maps.

c. **\*Weekly Reports:** Insight will provide the irrigation contractor(s) with a weekly report of any issues from the list above. In the case of extreme weather or equipment failures, the focus will be assisting property managers with resolving issues.

#### **2. COMMUNICATIONS:**

a. **Emergency Issues:** Insight will notify the Client, Emergency Contact, and Irrigation Contractor(s) via phone and/or email as issues arise.



b. **Alarm Responses:** For issues such as:

- Voltage drops in communication wire.
- Non-responsive automatic valves.
- Excessive water use.

c. **Routine Issues:** Email notifications will be sent to specified recipients, with prompt responses expected.

d. **Issue Resolution:** Insight will continuously notify clients of any issues. Clients must inform Insight once problems are resolved.

e. **Homeowners:** All communications are between the Client, Property Manager, and Landscape Contractor. The Client may elect one HOA board member to be the homeowner representative. Insight Irrigation will direct ALL homeowner requests to the Client for resolution.

f. **Contact** – All emails to Insight Irrigation should be addressed to the Insight Monitoring Technician(s) assigned to your property and [monitoring@insightirrigation.com](mailto:monitoring@insightirrigation.com), and all calls to 352.729.1399.

### **3. CLIENT AND LANDSCAPE CONTRACTOR RESPONSIBILITIES:**

The Client understands the following:

#### **a. Regulatory Compliance**

As a responsible service provider, we are bound to adhere to various guidelines, including local and state watering restrictions, water budgets, and other related regulations. These measures are implemented to ensure responsible water usage and safeguard our natural resources.

#### **b. Advisory Role**

In alignment with these guidelines, we continually monitor your property's irrigation system to optimize efficiency and compliance. Should we observe that your current irrigation requests exceed water allocation limits or violate state or local regulations, we will promptly bring this to your attention. Our role is to offer expert advice on rectifying the situation to prevent legal complications or potential damage to your landscape.

#### **c. Client Responsibility**

We respect that the ultimate decision regarding your property's irrigation system lies with you. However, should you disregard our professional advice and warnings, we will send you a formal written recommendation outlining our suggested course of action. It is imperative to understand that if you decide to proceed against our advice, Insight Irrigation LLC cannot be held responsible for any resulting landscape degradation or legal consequences.

**d. New Landscape**

- Notify Insight of special events, fertilization schedules, or new landscape installations at least 24 hours before. Any extensive schedule changes require a minimum 72-hour notice and may incur a fee.
- Notify Insight of all new landscape installations before noon on Friday to allow for setup and testing.
- New landscape schedule change requests must be sent via email and include the following: Controller, zone number, and address/ID.
- Ensure the irrigation contractor(s) maintain the system to ensure irrigation heads have good coverage and pressure and are not clogged or obstructed. Also, communicate any changes or issues with Insight Irrigation. Insight Irrigation is not responsible for landscape issues where there are maintenance issues.
- Grow-In Period: Unless stated otherwise in writing, the plant grow-in period will not exceed 60 days.

e. **Leaks** – The Client understands that Insight Irrigation cannot determine if and where an irrigation system has a minor leak during regular irrigation operation. Insight Irrigation can advise the Client when we observe major excessive flow events and remotely shut down the system once notified or witness the occurrence.

**4. IRRIGATION MAINTENANCE AND REPAIR:**

a. **Irrigation Software:** Only Insight and Client representatives have admin rights to the software. The Client bears annual subscription/communication costs.

The annual communication cost for your property is \$200.

b. **New Construction:** The irrigation contractor will handle new installations, while Insight will manage software updates related to these new systems.



**EXHIBIT B: CERTIFICATE OF INSURANCE**

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS B**

## AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES

**THIS AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES** (“**Amendment**”) is made and entered into, by and between:

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**LAKE PROS, LLC**, a Florida limited liability company, whose mailing address is 3885 Shader Road, Orlando, Florida 32808 (“**Contractor**”).

### RECITALS

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District and the Contractor previously entered into that certain *Agreement for Aquatic Management Services*, dated July 7, 2025, as amended (“**Agreement**”); and

**WHEREAS**, the District has a need to retain an independent contractor to provide aquatic maintenance within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

**WHEREAS**, the District and the Contractor now desire to amend the Agreement to add an additional swale to the scope of services.

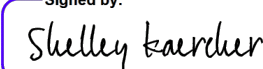
**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agrees as follows:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
- 2. AMENDED AND RESTATED SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended and restated to include the maintenance of an additional swale, as identified in **Exhibit A (“Scope of Services”)**. As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
- 3. AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties’ rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

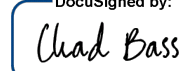
4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

**WHEREFORE,** the parties below execute the *First Amendment to Aquatic Management Services Agreement* to be effective as of July 25th, 2025.

**FOX BRANCH RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  
  
\_\_\_\_\_  
By: Shelley Kaercher  
\_\_\_\_\_  
Its: Chair  
\_\_\_\_\_

**LAKE PROS, LLC**

DocuSigned by:  
  
\_\_\_\_\_  
By: Chad Bass  
\_\_\_\_\_  
Its: Partner  
\_\_\_\_\_

**EXHIBIT A:** Amended and Restated Scope of Services

## EXHIBIT A

*Maintenance Agreement—Pond maintenance service for eight (8) ponds and one (1) swale. Phases 1&2*

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Construction Debris and Trash Removal (Limited to what can be picked up by hand)
- Treatment and Inspection Reporting
- Overflow Structure Inspections & Grate Cleaning

**Monthly Pond Maintenance \$1,320.00**



# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS C**

## FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this 23 day of June, 2025, by and between:

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Flagler County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**DORA LANDSCAPING, LLC**, a Florida limited liability company, whose address is 4401 Hogshhead Road, Apopka, Florida 32703 ("**Contractor**," and collectively with the District, "**Parties**").

### RECITALS

**WHEREAS**, on June 5, 2025, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

**WHEREAS**, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

**WHEREAS**, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

**WHEREAS**, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

**SECTION 1.** The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

### **SECTION 2.**

- A.** The Services Agreement is hereby amended to add the additional services fee schedule described in the proposals attached hereto as **Exhibit A**.

**SECTION 3.** To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

**SECTION 4.** All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

**IN WITNESS WHEREOF,** the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.


**Attest:**


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

**FOX BRANCH RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**DORA LANDSCAPING, LLC**

  
By: Amy Mead

By:  - Matt Hurt  
Its: Vice President

**Exhibit A:** Proposals for Additional Work

**EXHIBIT A**

<b>Service:</b>	<b>Cost Per Unit</b>
<b>Mulch/Pine Straw</b> <i>Billed at time of service</i>	\$60.00 per cubic yard (shredded) \$65.00 per cubic yard (pine bark)
<b>Palm Pruning Above 15'</b> <i>Billed at time of service</i>	\$55.00 per Sabal \$55.00 per Queen \$55.00 per Foxtail and Alexander \$150.00 per Royal \$95.00 per Washingtonian \$165.00 per Date Palm \$185.00 per Canary
<b>Bedding Plants (Annuals)</b> <i>Billed at time of service</i>	\$2.50 per Annual

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS D**

## FIELD OPERATIONS AGREEMENT

**THIS FIELD OPERATIONS AGREEMENT (“Agreement”)** is made and entered into this 1st day of July, 2025, by and between:

**Fox Branch Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District**”), and

**Atmos Living Management Group LLC**, a Florida limited liability company, and whose address is 4327 S Hwy 27, Suite 408, Clermont, Florida 34711 (“**Manager**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District, which Improvements include stormwater ponds, conservation areas, open spaces, landscaping, hardscaping and irrigation systems and which may in the future include an amenity clubhouse; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

**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.

**2. Manager’s Obligation.**

**A. Field Operations Management.** The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District (“**Manager’s Representative**”). The Manager shall notify the District in writing of any change in the Manager’s Representative. Manager shall be responsible for, and

authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- E. *Limitations on Manager's Duties.*** Notwithstanding anything contained herein to the contrary:

  - i. The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
  - ii. The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

**3. Compensation.** The District shall pay the Manager Five Hundred Dollars (\$500.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

**4. Term.**

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods, unless terminated pursuant to the terms hereof.

- B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation due for work performed prior to termination, subject to any offsets the District may have.

**5. Insurance.** The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

**6. Indemnity.** Contractor will indemnify and hold the District harmless from all loss, damage or injury resulting from willful and intentional acts done or caused by Contractor, its officers, directors, or employees which cause harm to persons or property or which cause a monetary loss or expense to the District. In no event, however, shall Contractor be liable to the District for actions or errors of judgment Contractor may commit or refrain from committing in the reasonable good faith performance of its duties except for acts or omissions that violates a criminal law; derives an improper personal benefit, either directly or indirectly; is grossly negligent; or is reckless, is in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety, or property

The obligations of each party under the above indemnifications include the payment of all settlements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney fees, including those incurred through all appeals. Said indemnification as noted in above paragraphs shall survive this Agreement.

**7. Recovery of Costs and Fees.** In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**8. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**9. Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.



**10. Independent Contractor Status.** In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**11. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**12. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

**13. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

**14. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

**15. Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

**16. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this

Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

**17. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

**18. Public Records.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Cindy Cerbone** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**19. 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.

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

**21. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall

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

**22. SOVEREIGN IMMUNITY.** Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.


**[CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**FOX BRANCH RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

Shelley Kaercher  
Chairman, Board of Supervisors

**ATMOS LIVING MANAGEMENT GROUP LLC**

By:   
Print Name: Anthony Todd Moseley  
Its: President & CEO

## EXHIBIT A

Managerial Services – \$500.00 per month, plus reimbursable expenses set forth herein

1. Manager Representative shall conduct one site visit per month at no additional charge to the District.
2. Manager shall operate the common elements and other property owned by the CDD (the “**Property**”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Manager to operate in accordance with the budget and governing documents.
2. Manager shall engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District property in accordance with the District’s policies and Rules of Procedure.
3. Manager shall solicit and negotiate bids for purchases of services and materials to the District at the direction of the Board.
4. Manager shall review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Manager shall solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Manager shall prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of special assessments.
7. Manager shall perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Manager shall make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Manager is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Manager may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/non - Holiday per fiscal year. Any meeting over 3 hours

will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Manager participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

# REIMBURSABLE EXPENSE SCHEDULE

Postage	Actual cost
Meeting & Yard Sale Signs	\$25.00 per sign
Newsletter production	\$50.00 per page
Meeting attendance beyond contract	\$75.00 per hour
Folders and envelopes	.25 each
Hanging file folders	.40 each
Mailing labels	.50 per sheet of 30
Standard envelopes	.10 each
10 x 13 envelopes	.35 each
Double window envelopes	.20 each
Padded envelopes	.70 each
Site inspections beyond contract	\$100.00
Flash Drive	\$7
Return payment envelopes	.12 each
Sales / Rental approvals	\$50.00 each
Black and White photocopies	.15 each
Color photocopies	.30 each
Office Records Storage	\$5.00 per month per box
Projects & Research	\$25 per hour
Monthly financials	included

**EXHIBIT B**

**Insurance Certificates with Endorsements**



# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **UNAUDITED FINANCIAL STATEMENTS**

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2025**

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 6,616	\$ -	\$ -	\$ 6,616
Investments				
Reserve	-	188,060	-	188,060
Capitalized interest	-	176	-	176
Construction	-	-	44,158	44,158
Cost of issuance	-	6,229	-	6,229
Undeposited funds	5,650	-	-	5,650
Due from Landowner	7,322	-	-	7,322
Total assets	<u>\$ 19,588</u>	<u>\$ 194,465</u>	<u>\$ 44,158</u>	<u>\$ 258,211</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 13,243	\$ -	\$ -	\$ 13,243
Due to Landowner	438	5,608	-	6,046
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>19,681</u>	<u>5,608</u>	<u>-</u>	<u>25,289</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	<u>7,322</u>	<u>-</u>	<u>-</u>	<u>7,322</u>
Total deferred inflows of resources	<u>7,322</u>	<u>-</u>	<u>-</u>	<u>7,322</u>
Fund balances:				
Restricted for:				
Debt service	-	188,857	-	188,857
Unassigned	<u>(7,415)</u>	<u>-</u>	<u>-</u>	<u>(7,415)</u>
Total fund balances	<u>(7,415)</u>	<u>188,857</u>	<u>44,158</u>	<u>225,600</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 19,588</u>	 <u>\$ 194,465</u>	 <u>\$ 44,158</u>	 <u>\$ 258,211</u>

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 15,086	\$ 39,117	\$ 315,940	12%
Total revenues	<u>15,086</u>	<u>39,117</u>	<u>315,940</u>	12%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	26,000	48,000	54%
Legal	557	5,167	25,000	21%
Engineering	-	3,363	3,000	112%
Audit	-	3,400	5,500	62%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	333	1,000	33%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	-	-	500	0%
Printing & binding	42	375	500	75%
Legal advertising	129	1,400	6,500	22%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	6,000	90%
Contingencies/bank charges	90	878	500	176%
Website hosting & maintenance	-	705	705	100%
EMMA Software service	-	-	1,000	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,918</u>	<u>47,354</u>	<u>104,790</u>	45%

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
<b>Field operations and maintenance</b>				
Field operations manager	-	-	3,000	0%
Landscaping contract labor	-	-	40,000	0%
Backflow prevention test	-	-	350	0%
Irrigation maintenance/repair	-	-	4,000	0%
Plants, shrubs & mulch	-	-	50,000	0%
Annuals	-	-	9,000	0%
Tree trimming	-	-	3,000	0%
Signage	-	-	1,500	0%
General maintenance	-	-	2,500	0%
Fence/wall repair	-	-	1,000	0%
Irrigation pump maintenance	-	-	3,000	0%
Aquatic control - ponds	-	-	15,000	0%
Wetland mitigation	-	-	25,000	0%
Holiday decorations	-	-	5,000	0%
Pressure washing	-	-	3,000	0%
Misc. field operations - contingency	-	-	20,000	0%
Electric:				
Irrigation	-	-	6,000	0%
Street lights	-	-	18,000	0%
Entrance signs	-	-	1,800	0%
Total Field Operations	-	-	211,150	0%
Total expenditures	4,918	47,354	315,940	15%
 Excess/(deficiency) of revenues over/(under) expenditures	 10,168	 (8,237)	 -	
 Fund balances - beginning	 (17,583)	 822	 -	
Fund balances - ending	\$ (7,415)	\$ (7,415)	\$ -	

\*These items will be realized when bonds are issued

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2025  
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 695	\$ 1,860
Total revenues	<u>695</u>	<u>1,860</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	174,240
Interest	-	34,190
Total debt service	<u>-</u>	<u>208,430</u>
Excess/(deficiency) of revenues over/(under) expenditures	695	(206,570)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	512,970
Original issue discount	-	(27,565)
Underwriter's discount	-	(84,370)
Total other financing sources	<u>-</u>	<u>401,035</u>
Net change in fund balances	695	194,465
Fund balances - beginning	188,162	(5,608)
Fund balances - ending	<u>\$ 188,857</u>	<u>\$ 188,857</u>

**FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2025  
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ 40,015	\$ 44,158
Total revenues	<u>40,015</u>	<u>44,158</u>
<b>EXPENDITURES</b>		
Construction costs - Developer	<u>-</u>	<u>5,067,030</u>
Total expenditures	<u>-</u>	<u>5,067,030</u>
Excess/(deficiency) of revenues over/(under) expenditures	40,015	(5,022,872)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>-</u>	<u>5,067,030</u>
Total other financing sources/(uses)	<u>-</u>	<u>5,067,030</u>
Net change in fund balances	40,015	44,158
Fund balances - beginning	4,143	-
Fund balances - ending	<u>\$ 44,158</u>	<u>\$ 44,158</u>

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**



**DRAFT**

**MINUTES OF MEETING  
FOX BRANCH RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Fox Branch Ranch Community Development District held a Regular Meeting on June 11, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897.

**Present:**

Shelley Kaercher	Chair
John (JC) Nowotny	Vice Chair
Roger Van Auker	Assistant Secretary

**Also present:**

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Joey Arryo	Atmos Living Management

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 9:33 a.m.

Supervisors Van Auker, Kaercher and Nowotny were present. Supervisors Tyree and Moulton were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date**

Mr. Kantarzhi presented Resolution 2025-06. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. Assessments will be both on and off-roll for Fiscal Year 2026.

**On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 13, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, was adopted.**

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

**Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Fiscal Year 2025/2026 and Providing for an Effective Date**

Mr. Kantarzhi presented Resolution 2025-07.

The following will be inserted into the Fiscal Year 2026 Meeting Schedule:

LOCATION: Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897

**On MOTION by Mr. Van Auker and seconded by Mr. Nowotny, with all in favor, Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.**

#### **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date**

Mr. Kantarzhi presented Resolution 2025-08. He discussed the benefits of the Agreement and noted that the CDD would more likely be the recipient of aid from other governmental entities than a provider of aid. This Agreement was previously approved and is being presented due to some updates to the Agreement.

**On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03,  
Designating the Location of the Local  
District Records Office and Providing an  
Effective Date**

This item was deferred.

**SEVENTH ORDER OF BUSINESS**

**Ratification Items**

- A. FMSbonds, Inc., Agreement for Underwriter Services & Rule G-17 Disclosure Letter**
- B. Dora Landscaping, LLC Landscape & Irrigation Services Agreement**

**On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the FMSbonds, Inc., Agreement for Underwriter Services & Rule G-17 Disclosure Letter and the Dora Landscaping, LLC Landscape & Irrigation Services Agreement, were ratified.**

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of April 30, 2025**

**On MOTION by Mr. Van Auker and seconded by Mr. Nowotny, with all in favor, the Unaudited Financial Statements as of April 30, 2025, were accepted.**

**NINTH ORDER OF BUSINESS**

**Approval of February 19, 2025 Special  
Meeting Minutes**

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, the February 19, 2025 Special Meeting Minutes, as presented, were approved.

**TENTH ORDER OF BUSINESS****Staff Reports**

**A. District Counsel: Kutak Rock LLP**

**B. District Engineer: Dewberry Engineers, Inc.**

There were no District Counsel or District Engineer reports.

**C. Field Operations: Atmos Living Management Group, LC**

Discussion ensued regarding landscaping.

Ms. Kaercher asked if the holiday lighting was included in the proposed Fiscal Year 2026 budget. It was confirmed that it was included. A holiday lighting proposal will be obtained to decorate the monuments.

**D. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: July 9, 2025 at 9:30 AM**

- **QUORUM CHECK**

The July 9, 2025 meeting will likely be cancelled.

**ELEVENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**TWELFTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**THIRTEENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, the meeting adjourned at 9:46 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF REPORTS C**

# FOX BRANCH RANCH CDD FIELD OPERATIONS INSPECTION REPORT JULY 2025

- Entrance sign has been installed and landscaping looks in good condition at the time of inspection.



- Roads have been paved and operational. Landscaping looks good throughout the community.



FOX BRANCH RANCH CDD  
FIELD OPERATIONS INSPECTION REPORT  
JULY 2025  
PAGE 2

- Ponds are created but no landscaping has been installed at the time of inspection.



Respectfully submitted,

Joey Arroyo, LCAM



# **FOX BRANCH RANCH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF REPORTS D**



April 15, 2025

Daphne Gillyard – Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**RE: Fox Branch Ranch Community Development District Registered Voters**

Dear Ms. Gillyard,

In response to your request, there are currently **0** voters within the Fox Branch Ranch Community Development District as of **April 15, 2025**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Melony M. Bell".

Melony M. Bell  
Supervisor of Elections  
Polk County, Florida

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Ramada by Wyndham Davenport Orlando South</i> 43824 Highway 27, Davenport, Florida 33837-6808 <sup>1</sup> <i>Holiday Inn Express &amp; Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 <b>CANCELED</b>	Regular Meeting	9:30 AM
November 5, 2024 <i>Rescheduled to December 11, 2024</i>	Landowners' Meeting	10:00 AM
November 13, 2024 <b>CANCELED</b>	Regular Meeting	9:30 AM
December 11, 2024 <i>rescheduled to January 8, 2025</i>	Landowners' Meeting	9:30 AM
December 11, 2024 <b>CANCELED</b>	Regular Meeting	9:30 AM
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Landowners' Meeting	9:30 AM
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Regular Meeting	9:30 AM
January 15, 2025 <sup>1</sup>	Landowners' Meeting	9:30 AM
January 15, 2025 <sup>1</sup>	Regular Meeting	9:30 AM
February 12, 2025 <b>CANCELED</b>	Regular Meeting	9:30 AM
February 19, 2025 <sup>1</sup>	Special Meeting	9:30 AM
March 12, 2025 <b>CANCELED</b>	Regular Meeting	9:30 AM
April 9, 2025 <b>CANCELED</b>	Regular Meeting	9:30 AM
May 14, 2025 <b>CANCELED</b>	Regular Meeting	9:30 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June 11, 2025 <sup>1</sup>	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	9:30 AM
July 9, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	9:30 AM
August 13, 2025 <sup>1</sup>	Public Hearings & Regular Meeting <i>Adoption of FY2026 Budget</i>	9:30 AM
September 10, 2025 <sup>1</sup>	Regular Meeting	9:30 AM